

COLLECTIVE AGREEMENT

BETWEEN:

District School Board Ontario North East
(hereinafter referred to as “the Board”)

AND

Canadian Union of Public Employees and its Local 8888
(hereinafter referred to as “the Union”)

September 1, 2022 to August 31st, 2026

CONSISTING OF:

PART A - TERMS NEGOTIATED CENTRALLY (C)

AND

PART B – TERMS NEGOTIATED LOCALLY (L)

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APPENDIX I

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

- a) The parties to the collective agreement are the school board or school Authority and the union.

- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

Notice of the dispute will be submitted on the form provided in Appendix A and sent to the responding party, in order to provide an opportunity to respond. The Crown shall be provided with a copy.

- a. Notice of the dispute shall include the following:
 - i. Any central provision of the collective agreement alleged to have been violated.

- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

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

- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").
- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.
- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.
- d) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

“Full year” refers to the ordinary period of employment for the position.

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

“Long Term Supply Assignment” means, in relation to an employee,

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long-term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation

outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term

disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

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

g) Graduated Return to Work

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

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

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

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

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

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

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

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with

paragraph c), the Employee will also be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP),

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

| | |
|---|---|
| Name of Board where Dispute Originated: | |
| CUPE Local & Bargaining Unit Description: | |
| Policy | Group Individual Grievor's Name (if applicable): |
| Date Notice Provided to Local School Board/CUPE Local: | |
| Central Provision(s) Violated: | |
| Statute/Regulation/Policy/Guideline/Directive at issue (if any): | |
| Comprehensive Statement of Facts (attach additional pages if necessary): | |
| Remedy Requested: | |
| Date: | Signature: |
| Committee Discussion Date: | Central File #: |
| Withdrawn Resolved Referred to Arbitration | |
| Date: | Co-Chair Signatures: |
| This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute. | |

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

| | |
|---|---|
| <p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p> | <p>Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p> |
|---|---|

| | |
|--------------------------|-----------------------|
| Employee ID: | Telephone No: |
| Employee Address: | Work Location: |

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

First Day of Absence:

General Nature of Illness* (*please do not include diagnosis*):

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

Return to work date: **dd mm yyyy**

For limitations and restrictions, please complete Part 2.

Health Care Professional, please complete the confirmation and attestation in Part 3

PART 2 – Physical and/or Cognitive Abilities

Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (*please complete all that is applicable*)

| PHYSICAL (if applicable) | | | | |
|---|---|--|---|--|
| Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other <i>(specify):</i> | Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other <i>(specify):</i> | Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other <i>(specify):</i> | Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other <i>(specify):</i> | |
| Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other <i>(specify):</i> | Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other <i>(specify):</i> | <input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify):</i> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify):</i> | | |
| <input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i> | <input type="checkbox"/> Work at or above shoulder activity: | <input type="checkbox"/> Chemical exposure to: | Travel to Work: Ability to use public transit <hr/> Ability to drive car | <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No |
| COGNITIVE (if applicable) | | | | |

| | | | |
|---|--|---|---|
| <p>Attention and Concentration:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p> | <p>Following Directions:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p> | <p>Decision-Making/Supervision:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p> | <p>Multi-Tasking:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p> |
| <p>Ability to Organize:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p> | <p>Memory:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p> | <p>Social Interaction:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p> | <p>Communication:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p> |

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

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

From the date of this assessment, the above will apply for approximately:

- 1-2 days 3-7 days 8-14 days
 15 + days Permanent

Have you discussed return to work with your patient?

- Yes No

Recommendations for work hours and start date (if applicable):

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without

deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5

days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.
5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a

resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

The Canadian Union of Public Employees

(hereinafter 'CUPE')

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

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DEFINITIONS

Predecessor Board

A predecessor Board shall be defined as the former Hearst Board of Education, the Kapuskasing Board of Education, Cochrane Iroquois Falls Black River Matheson Board of Education, Timmins Board of Education, Kirkland Lake Board of Education, or Timiskaming Board of Education.

Predecessor Board's Jurisdiction

The predecessor Board's jurisdiction shall be the area under the jurisdiction of the former Hearst Board of Education, the Kapuskasing Board of Education, Cochrane Iroquois Falls Black River Matheson Board of Education, Timmins Board of Education, Kirkland Lake Board of Education, or Timiskaming Board of Education.

Northern Region

The Northern Region shall be defined as the jurisdiction of the former Hearst Board of Education, Kapuskasing Board of Education and Cochrane Iroquois Falls Black River Matheson Board of Education.

Central Region

The Central Region shall be defined as the jurisdiction of the former Timmins Board of Education.

Southern Region

The Southern Region shall be defined as the jurisdiction of the former Kirkland Lake Board of Education and the Timiskaming Board of Education.

Definition of Employee

1. Permanent full-time employees are employees who work twenty (20) hours per week or more on a regular basis and have successfully completed their probationary period.
2. Permanent part-time employees are employees who work less than twenty (20) hours per week on a regular basis and have successfully completed their probationary period.
3. A Temporary employee is an employee hired into a posted position to temporarily replace the absence of a permanent full-time employee or a permanent part-time employee.
4. A Casual employee is an employee hired to temporarily replace the absence of a permanent or posted temporary employee on a casual call-in basis.

ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Board and its employees; to provide an amicable method of settling any grievances which may arise between the Board and its employees; to promote mutual interests of the Board and its employees; to provide for the operation of all schools, business offices and buildings under the jurisdiction and in use by District School Board Ontario North East under methods which will further to the fullest extent possible the safety and welfare of its employees, and its students, and the economy of operation and protection of property and the welfare of the public. It is recognized by this Agreement to be the duty of the Board, its employees and the Union to cooperate fully, individually and collectively for the advancement of said conditions.

ARTICLE 2 - RECOGNITION

- 2.01 The Board, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local, #8888, as the sole collective bargaining agency for all employees of the District School Board Ontario North East engaged in maintenance services and plant operations, save and except Building Supervisors and persons equal to or above the rank of Building Supervisors.
- 2.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of training, testing, time study or emergency.
- 2.03 No employees shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Collective Agreement.
- 2.04 In respect of employees covered by this Agreement, the Board shall not recognize during the term of this Agreement any other bargaining agent in respect to any matters herein dealt with.
- 2.05 **No Discrimination**
The Board, the Union and their respective servants and agents agree that all parties will abide and adhere to all regulations as outlined under the Ontario Human Rights Code and the Labour Relations Act, as amended. The Board and the Union agree that there shall be no discrimination, interference, restriction or coercion by reason of the employee's membership in the Union or because of the employee's activity or lack of activity in the Union.
- 2.06 **Access to Personnel File**
Upon prior written request to Human Resources, an employee will be provided with a copy of their personnel file. The file will be copied, and the employee will pick up the file at the Board Office (Schumacher or New Liskeard), with a signature upon pickup.
- When an employee disputes the accuracy or completeness of any such information, they shall do so in writing and this information shall be added to the file. Subject to written notification, the Board will correct any personal data which reflects the employee's current status.
- 2.07 If the employee is to receive a derogatory notation or disciplinary action, which is to be placed on the employee's record, the employee shall have the right to have a Steward present at any disciplinary meeting with supervisory personnel. Where an employee is to be disciplined or suspended, the Board will inform the employee concerned of the right to have Union representation present.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive function of the Board to manage and direct its working forces, operation and affairs in all respects and without limiting or restricting that function,
- (A) to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;

- (B) to determine the number and location of the Board's establishments, the services to be rendered, the methods, the works procedures, the kinds and locations of machines, tools and equipment to be used; to select, control and direct the use of all materials required in the operation of the school; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary by the Board or its agents;
- (C) to hire, promote, demote, classify, transfer and retire employees, to assign employees to shifts and other hours of work and to discipline or discharge regular employees who have successfully completed their probationary period for just cause and to discipline or discharge any probationary employee for sufficient cause.

ARTICLE 4 - UNION SECURITY

- 4.01 All current and future employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. The Union shall be the sole judge of the good standing of its members.

ARTICLE 5 - BULLETIN BOARDS

- 5.01 The Board will provide a Union notice board in a non-public area of each Board premises that come under certification.
- 5.02 Notices relating exclusively to the date, time, purpose of meeting and location of Union meetings do not need the written approval of the Superintendent of Business and Finance prior to being posted upon the notice board referred to in paragraph 5.01, above.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Board agrees to deduct from every employee any monthly dues or assessment levied, in accordance with the Constitution and the Union By-laws and owing by him/her to the Union.
- 6.02 Deductions shall be made from each pay in accordance with Article 6.01 above and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15) day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 6.03 The Board will not be responsible for Union dues deducted from employees. The Union shall save the Board harmless in respect of any deductions and/or remittances made pursuant to Article 6. CUPE and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachment and any form of liability as a result of such deductions authorized by CUPE and/or the bargaining unit.
- 6.04 The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, location, FTE and Board email address. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive twice yearly.

The Board will copy the union on all approved long-term leaves.

ARTICLE 7 - INFORMATION TO NEW EMPLOYEES RE AGREEMENT, SECURITY AND CHECK-OFF

- 7.01 The Board agrees to advise new employees of the fact that a Union Agreement is in effect.
- 7.02 A copy of the Collective Agreement will be posted on <https://docushare.dsb1.ca/docushare> for all new Union members and they shall be advised as to where to access the agreement. A list of CUPE executive members will be included in the hiring package.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Business and Finance and/or the Superintendent of Human Resources of the Board and the President of the Union.

ARTICLE 9 - STEWARDS

- 9.01 The Union acknowledges that stewards have regular duties to perform as employees of the Board and that such employees shall not leave their regular duties for the purpose of presenting or discussing grievances on behalf of the Union without first obtaining permission from the Manager of Building Services or designate and notifying the Principal or their designate. Such permission shall not be unreasonably withheld.
- 9.02 The Union will notify the Board in writing of the name of each shop steward, the schools they represent, and any changes thereto as they occur.

Copies of all Board minutes and By-laws adopted by the Board are posted on our website.

ARTICLE 10 - LABOUR MANAGEMENT NEGOTIATIONS

- 10.01 **Joint Negotiation Committee**
The Board acknowledges the right of the Union to appoint or otherwise select a Union Joint Bargaining Committee, consisting of not more than five (5) employees of the Board plus the President and the Union acknowledges the right of the Board to appoint or select five (5) elected persons as members of the Board's Joint Bargaining Committee for negotiations. The Union will advise the Board of the names of the members of the Union Joint Bargaining Committee. The Board shall advise the Union of the names of their Joint Bargaining Committee members.
- 10.02 **Representatives of Canadian Union**
The Union shall have the right at any time to have the assistance of a Representative(s) of the Canadian Union of Public Employees. The Board shall have the right to have administration and counsel present at any time.
- 10.03 **Time Off for Meetings**
Any representative of the Union on this Committee who is in the employ of the Board shall have the privilege of attending meetings of the Joint Bargaining Committee held within working hours without loss of remuneration. During meetings of the Joint Bargaining Committee, an employee who is on the Joint Bargaining Committee and who is scheduled to work the afternoon or night shift shall have their shift rescheduled upon request by the employee to the Manager of Building Services one week prior to the Joint Bargaining Committee meeting.

ARTICLE 11 - SENIORITY OF FULL-TIME AND PERMANENT PART-TIME EMPLOYEES

11.01 Seniority

Seniority is defined as date of hire. Seniority and the ability to perform the work shall govern all promotions, transfers, demotions, layoffs and recalls.

The Board shall prepare and post seniority lists once per year as of August 31st and on or before November 1st. After thirty (30) calendar days following November 1st, the seniority list will be deemed correct if no errors or omissions are identified.

Up to date lists shall be sent to the Union and the Canadian Union of Public Employee's Office.

11.02 Loss of Seniority

An employee shall lose their seniority standing and their name shall be removed from seniority listing and their employment to be deemed to be terminated for just and sufficient cause for any of the following reasons:

- a) If the employee is discharged from the employ of the Board and the decision is not reversed as a result of the grievance procedure;
- b) If the employee resigns;
- c) If the employee is absent from work without permission of the Board for more than five (5) consecutive working days or overstays a permitted leave of absence and fails to provide a reason which is satisfactory to the Board.
- d) If the employee has been laid off continuously for a period in excess of their length of seniority since date of last hiring or twelve (12) consecutive months, whichever is shorter; however, an employee with five (5) or more years seniority shall be retained on the recall list for a period of three (3) years.
- e) If an employee who has been recalled from layoff fails to advise the Board that they intend to return to work within ten (10) working days of the date that the Board sends notice by registered mail to their last address on record with the Board, or fails within that period of time to provide the Board with an acceptable reason for not returning. It shall be the responsibility of the employee to keep the Board informed of their address.
- f) An Employee utilizes a leave of absence for purposes other than those for which it was granted.

11.03 Seniority During Transfers to Supervisory Positions

The selection or appointment of employees for supervisory positions, or for any position within the Board not subject to this Agreement, is not governed by this Agreement. An employee who accepts a supervisory position within the Board will have a two (2) month trial period. After the two (2) month trial period, the employee will forfeit the right to return to the bargaining unit position. The seniority accumulated in such a position shall not be credited to the employee and the employee shall be placed in a job consistent with their seniority prior to the transfer.

11.04 **Temporary and Casual Employees**

1. A temporary employee is an employee hired to a posted position to temporarily replace the absence of an employee on leave.
2. Temporary and casual employees shall be placed on a seniority list based on last date and time of hire.
3. The Union shall be notified in writing of the names of new employees who have been hired along with the date of hire.
4. Casual employees shall be called in rotation via the SMARTFIND automated system.
5. Temporary employees shall be paid for statutory holidays using the same criteria as applied to permanent employees. Casual employees shall be paid for statutory holidays as per ESA standards.
6. A temporary or casual employee who, during the probationary period, proves unsatisfactory in a position, or is unable to perform the duties of the position shall be removed from the position. Employees who have successfully completed the prescribed probationary period may not be removed without just cause.
7. All new temporary and casual employees hired shall be on probation for the first one hundred and twenty (120) worked days, from the date they commence work in the position.
8. A temporary or casual employee who has successfully completed the prescribed probationary period will be paid at the rate of pay assigned to the employee being replaced.

11.05 **Movement of Temporary or Casual Employees to Permanent Opportunities**

1. Both parties recognize that job opportunity should increase in proportion to length of service, therefore, the job will be offered to the best applicant having the qualifications, skill, and ability to perform the work satisfactorily. Where two applicants are qualified and considered of equal merit, the senior applicant will be offered the position.
2.
 - a) When a temporary or casual employee is successful in obtaining a permanent position, then the number of hours worked for the twelve months preceding the date of hire as a permanent employee, divided by two-thousand eighty (2080) hours will be used to determine length of service.
 - b) The seniority date, for the permanent employee seniority list, is calculated by using the date of hire as a permanent employee less the length of service.

Example:

Hire date as permanent employee December 1, 1998

Hours worked from December 1, 1997 to December 1, 1998 = 1040

Length of service $\frac{1040}{2080} = .5$ years or 6 months

Seniority date = December 1, 1998 less 6 months

Seniority date = June 1, 1998

ARTICLE 12 - LAYOFF AND RECALL PROCEDURE

12.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in regular hours of work as defined in the Agreement.

12.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

Positions to be eliminated shall be identified: Position and location.

Laid off employees may bump an employee with less seniority working the same or fewer hours per week in the same or lower classification:

1st: in their present location

2nd: in their Region (Northern – Central – Southern)

3rd: bargaining unit-wide

provided the employee exercising their right is qualified and has the ability to perform the work of the employee with less seniority.

It is understood that employees may not exercise partial bumping, for example a 0.5 FTE cannot bump a portion of another position.

Employees cannot bump into higher category positions. For example, a Custodian 1 cannot bump into a Head Custodian position.

12.03 Layoff and Recall

The Board shall notify employees who are to be laid off at least fifteen (15) days before the layoff is effective. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

In the event of a layoff, probationary employees shall be laid off first.

Employees shall be recalled in the order of their seniority, providing they have the ability to do the work satisfactorily. Permanent employees shall be given preference over employees on a recall list when a job is posted.

The Board agrees in the event of a layoff, that employees so affected will be covered for an extended period of thirty (30) days after which they will be given the right to continue medical and dental coverage through direct payment of one hundred percent (100%) of the cost to the Board for the period of time on the recall list as per Article 11.02 d). The premium will be collected monthly by using a pre authorized debit from the employees bank account.

12.04 No New Employees

New employees shall not be hired until those laid off have been given the opportunity of recall.

ARTICLE 13 - JOB POSTING

13.01 A permanent employee who is appointed to another classification will be placed on a trial period of thirty (30) working days during the period September 1 to June 30 of any one school

year. Conditional on satisfactory service the employee shall be granted the position after the period thirty (30) worked days.

13.02 When an employee during the trial period proves unsatisfactory in the position, or the employee decides to return to their former position during the trial period the employee shall be returned to their former position, wages or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority. It is understood that the position being vacated will be offered to the candidate who was finished 2nd in the original posting.

13.03 When a vacancy occurs or a new job is created within the scope of the bargaining unit, the said job shall be posted for six (6) working days and shall include type of job, rate of pay, location and hours of work.

13.04 **Temporary Posting**

When any permanent employee has been or is expected to be absent for a period in excess of thirty (30) days, the said job shall be posted at once for six (6) working days and shall include type of job, rate of pay, location and hours of work. 12 months after the initial absence of the employee, the position shall be posted as a permanent position.

If and when the permanent employee is able to return, they shall be returned to their former position and the employee replacing the permanent employee shall be laid off subject to Article 12.

Clarity Note: This posting does not apply to ESA Job Protected Leaves, Maternity leave or extended leave of absence.

13.05 Within ten (10) working days of the closing job posting the successful applicant shall be placed into the posted position and the Union shall be notified in writing. All postings will be posted Board wide.

13.06 **Method of Making Appointments**

1. Both parties recognize that job opportunity should increase in proportion to length of service, therefore, the job will be offered first to the most senior permanent employee who is qualified and who has the ability to perform the work.

- a) If no permanent employee applies, the Board shall offer the position to the most senior employee on the recall list who applied for the position.
- b) The Board shall consider applications from temporary and casual employees.
- c) If no temporary or casual employee is the successful applicant, the Board will then go outside the bargaining unit.

When an employee temporarily relieves another in a higher classification, the employee shall receive the rate applicable to the higher classification in this position.

When an employee is directed to temporarily relieve another in a position of lower classification, the employee shall maintain their regular rate of pay while so assigned.

13.07 **Union Notification**

The Union shall be notified in writing of all appointments, hirings, layoffs, recalls and terminations of employment. Following job posting, the Board will advise all applicants as to the name of the successful applicant with a copy to the Union within ten (10) days.

13.08 **Union Leave**

The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

13.09 **Probationary Period**

All new permanent employees hired shall be on probation for the first one hundred and twenty (120) worked days from the date they commence work in the position.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Complaints and grievances shall be dealt with in the following manner and all grievances must be in writing and recorded within five (5) working days of the discovery of the alleged grievance:

Step 1

The employee or the steward shall first raise the complaint verbally with the Immediate Supervisor; and they will have five (5) days to reply.

Failing settlement within five (5) days following the verbal decision, the grievor accompanied by the steward may take the matter up in written form with the Manager of Property/designate and they will have five (5) days to reply.

Step 2

Within five (5) working days following the decision in Step 1, the employee accompanied by the Grievance Committee may take the matter up with the Superintendent of Business and Finance/designate. Failing settlement within five (5) working days, then;

Step 3

Within fourteen (14) working days following the decision in Step 2, the Union Grievance Committee may request that a meeting be convened with the Director of Education/designate. The Director of Education/Designate shall meet to hear the Union's grievance within ten (10) working days of receipt of the Union's request for the meeting. An Officer of the Union may be present at the Board's Grievance Committee meeting.

The Director of Education/designate after consultation with the Board shall render its decisions within thirty (30) working days. Failing settlement at Step 3, the Union may within seven (7) additional working days following the Board's response refer the matter to Arbitration by giving written notice within seven (7) additional working days as hereinafter provided.

14.02 Replies to grievances shall be in writing at all stages.

14.03 The Board shall supply the necessary facilities for Grievance Meetings.

14.04 It is understood that the Union representative will be paid for their regular shift but will not be paid overtime while meeting to resolve grievances.

At Step 2, the Union Vice-President/or designate living closest to the grievor, and the grievor will meet with the Regional Superintendent or their designate.

At Step 3, the Union President, Vice-President, Steward and grievor will meet with Board's Grievance Committee.

Note: Employees attending grievance meetings that are in excess of four (4) hours, including travel time to and from meetings, will not be required to work their regular shift that day. The employee will be paid for their regular shift but will not be paid overtime.

It is understood that the grievance meeting in Step 3 will be held in the predecessor board office location closest to the grievor. If the Board decides to move the meeting to another location, the Board will pay the mileage for the grievor and Union Vice-President in one car. In certain circumstances the meetings may be held virtually. The Board will provide the appropriate access to technology.

The Board will pay mileage for the Union President/designate to attend meetings as outlined in Steps 1, 2 and 3 in accordance with board practice.

14.05 **Policy Grievances**

Any differences arising directly between the Union and the Board concerning the interpretation, application, administration, or the alleged violation of the provisions of this Agreement may be submitted by either party to the other at Step 2 of the Grievance Procedure.

14.06 **Group Grievance**

A group grievance, which is defined as an alleged violation of this Agreement concerning two (2) or more employees of the Board, follows the same procedure as the individual grievance procedure.

14.07 Upon written request of the employee to the Senior Manager of Human Resources, documents contained in the employee's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file thirty (30) months after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the above clause, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in an employee's File.

ARTICLE 15 - ARBITRATION

15.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether an allegation is made that this Agreement has been violated either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employees affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is not majority the decision of the Chairman governs.

- 15.02 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expenses of the third party, and any cost of the place of hearing of such arbitration if and when the necessity arises. It is further agreed that arbitration hearings shall be held in Timmins or such other place as may be mutually agreed to by the parties hereto.
- 15.03 In no event shall the Board of Arbitration have the power to change this Agreement or alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.
- 15.04 The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.
- 15.05 Wherever Arbitration Board or a Sole Arbitrator is referred to in the Agreement, the parties may mutually agree in writing to utilize the services of a Mediation Officer.

ARTICLE 16 - DISCHARGE CASES

- 16.01 If any employee believes that their discharge was without just cause, the grievance shall be taken up under the Grievance Procedure starting at Step 2. The grievance shall be presented in writing within seven (7) working days after the date of the aforementioned discharge.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 The normal hours of work shall be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours, except as otherwise agreed upon in writing between the Board and the Union.
- 17.02 All employees shall be entitled to the following paid breaks:
- 0 – 2 hour shift: no break
 - >2 to <5 hour shift: one (1) fifteen (15) minute break
 - >5 to <7 hour shift: one (1) thirty (30) minute break
 - >7 to <8 hour shift: one (1) fifteen (15) minute break and one (1) thirty (30) minute break
 - 8 hour shift: two (2) fifteen (15) minute breaks and one (1) thirty (30) minute break

All employees are to remain at the work location during all paid lunches and breaks.

- 17.03 Notwithstanding the provisions of Article 17.01 where the Board deems it necessary to schedule five (5) consecutive days of eight (8) continuous hours of night shifts, such shifts shall be scheduled in the interval between 12:01 a.m. Monday to 8:00 a.m. Saturday, and a one (1) half hour (1/2) lunch period shall form a part of such shift in addition to the rest periods set out in Article 17.02.
- 17.04 **Split Shifts**
Split shift shall not be scheduled for a period of time to exceed eleven (11) hours from start to finish. There shall be no more than one (1) split per day.

17.05

- a) All time worked beyond the normal work day shall be on a voluntary basis and shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for all hours worked.
- b) Permanent part-time employees working less than eight (8) hours per day and who are required to work longer than the regular working day shall be paid at the rate of straight time for the hours so worked up to and including eight (8) hours in the working day. Overtime rates as in Clause 17.01 (a) and 17.02 shall apply after eight (8) hours in the working day and for all work performed on holidays and regular days off.

17.06

Any employee who is required to work a regular day off shall be paid at the rate of double their standard rate of pay, except in the case of Community Use of Schools and Minimal call backs.

Any employee required to work on a holiday shall be paid at the rate of double time and one-half their standard rate of pay for every hour worked.

17.07

Overtime Meal Allowance

Employees required to work more than ten (10) consecutive hours in any day or shift shall be provided with a meal allowance of twelve dollars (\$12.00).

17.08

Minimum Call-Back Time

Every employee who is called out or required to work in an emergency outside their regular working hours shall be paid at the rate of a minimum of four (4) hours at their regular rate or time and one-half for all hours worked, whichever is greater.

Start time of the call-out shall begin once the employee arrives at the school.

A subsequent call-out occurring within the four (4) hour period of the original call-out, to the same location, shall be considered a continuation of the original call-out.

17.09

Overtime in any school shall be offered to the most senior employee in the school first, provided they have the required qualifications. If refused then it shall be offered to the next most senior employee. Any Overtime must be approved beforehand by the Building Supervisor or Manager, unless in an emergency situation.

17.10

Overtime During Lay-Offs

Save and except an emergency situation there shall be no overtime worked while there are employees on the recall list in the same or similar type of classification and who are qualified to perform the available work, providing such employees are accessible and available at the time required.

17.11

All holidays as set out in Clause 18.01 shall be, for the purpose of computing weekly overtime, as hours worked.

Example: If a holiday(s) as outlined in Clause 18.01 is observed during the work week, the work week then becomes a thirty-two (32) or twenty-four (24) hour week, and all hours worked in excess of thirty-two (32) or twenty-four (24) hours shall be deemed as overtime and paid as per sub-articles 17.01 and 17.02.

17.12

Weekend School Checks

Where employees who are on a regular Monday to Friday shift are required to do weekend school checks, they shall be paid a minimum of four (4) hours pay at straight time rates or actual hours worked at time and one-half (1 ½), whichever is greater.

- 17.13 Scheduling shall be on an individual school basis between property managers or designate and custodians and shall provide two (2) consecutive days off.
- 17.14 Any permanent changes in the hours and days of work of each employee shall be posted in an appropriate place at least one (1) week in advance.
- 17.15 Twenty-four (24) hours' notice shall be given before change of shift, except in cases of emergency. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during each normal rest period.
- 17.16 Exchange of hours with other employees is permissible subject to the approval of the Building Supervisor or Manager prior to any exchange taking place.
- 17.17 School checks during March or December breaks will not be given to those who have a floater or vacation booked.
- 17.18 **Community Use of Schools**
When board/designated permits the use of the schools facilities by outside groups and the Board/Designated determines a custodial is necessary these hours will be offered as extra hours to casual or less than full-time employees on a rotation basis who have not worked 40 hours in the week. If no casual or less than full-time employees are available then permanent custodial staff shall be called in for such activities as per Article 17.08 Minimum Call-Back Time, on the basis of seniority.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 The following paid Holidays will be recognized by the Board:

| | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | Canada Day |
| Civic Holiday | 6 Floaters |
| Labour Day | Family Day |

and any other day proclaimed as a holiday by the Municipal, Provincial or Federal Government, and the last eight (8) hours on the last scheduled day or shift prior to New Year's Day and the last eight (8) hours on the last scheduled day or shift prior to Christmas Day.

In order to qualify for payment of these holidays, an employee must work his regular shift immediately prior to and immediately following the holiday. In the case of an employee who works on one of the agreed paid holidays at the specific request of the Board, such employee shall be paid at the rate of one and one-half (1 1/2) times his regular rate for the period so worked; plus, the employee will be given a paid day off at a later date.

18.02 When a full-time/permanent part-time employee works on the day prior to and the day following a statutory holiday, they will be paid their regular scheduled hours for the statutory holiday.

ARTICLE 19 - VACATIONS

19.01 All full-time and permanent part-time employees shall receive vacation as follows:

| | |
|--|---|
| One (1) to three (3) years | Ten (10) days with pay in the calendar year |
| Three (3) to seven (7) years | Fifteen (15) days with pay in the calendar year |
| Seven (7) to sixteen (16) years | Twenty (20) days with pay in the calendar year |
| Sixteen (16) to twenty-five (25) years | Twenty-five (25) days with pay in the calendar year |
| Twenty-five (25) years or more | Thirty (30) days with pay in the calendar year |

All vacation allotments and increases in vacation shall be made in the employee's anniversary year providing service is continuous.

Example:

An employee whose anniversary date is October 1st who in that calendar year moves to three (3) years of service shall receive fifteen (15) days with pay.

19.02 An employee shall be entitled to their vacation allocation with pay in the calendar year providing the years of service are continuous. Employees who resign prior to the commencement of the vacation period shall be paid their vacation allocation at the rate of two percent (2%) per week of earnings for the period employed during the vacation year (January 1st to December 31st).

19.03 Should an employee leave before their anniversary date, their vacation would be prorated. The vacation year will be recognized as January 1st to December 31st of any given year.

19.04 A one (1) week notice is to be give for all vacation requests.

19.05 Statutory Holidays During Vacation

If a statutory holiday is observed during an employee's vacation period, the employee shall be granted an additional day's vacation with pay for each such holiday, in addition to his/her regular vacation time.

19.06 All eligible employees shall be granted the vacation period preferred by the employee wherever possible in view of operating requirements. Preference in choice of vacation dates shall be determined by seniority and by category at the discretion of the Board.

19.07 Permanent part-time employees shall receive vacation with pay as per Article 19.02 (based on regularly scheduled hours).

19.08 Where an employee is hospitalized, or is eligible for bereavement leave during their period of vacation, there shall be no deduction from vacation credit for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option. If hospitalized, the equivalent number of days will be deducted from accumulated sick leave.

ARTICLE 20 - CUMULATIVE SICK LEAVE PLAN

As sick leave provisions are covered under the Central Agreement, refer to C6.00 pages 12-18 in Part A of this Collective Agreement.

20.01 **WSIB**

An employee who becomes entitled to compensation under the provisions of the Workplace Safety and Insurance Board shall assign such compensation to the District School Board Ontario North East and thereupon shall be entitled to sick leave credit gratuities as provided for under this Plan. The portion paid by the Board over and above the amount received from the Workers' Compensation Board translated into days shall be deducted from the days to the credit of the employee.

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

20.02 **Doctor's Notes**

Sick leave for any absence for a period of five (5) consecutive working days or less may be certified by the appropriate Manager/Supervisor. Absence for illness exceeding five (5) consecutive working days shall be certified by a licensed medical practitioner and the Board reserves the right to demand a certificate in any case from a doctor named by the Board, and shall pay all costs if any. Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate may require that a certificate be submitted by a licensed medical practitioner before the employee shall be entitled to payment under the Plan. The Board shall pay all costs for any certificate required under this article for a licensed medical practitioner.

20.03 **Retirement Gratuity**

Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. **All employees who were covered by a Gratuity Plan shall continue to be eligible for such plans as clarified in Appendix B under Current Appendices.**

ARTICLE 21 - LEAVE OF ABSENCE

21.01

(a) Leave Absence with pay and without loss of seniority shall be granted upon written request to the Board for up to two (2) members of Local 8888 to attend the Provincial and/or National C.U.P.E. Convention. This leave of absence shall be requested at least one (1) month prior to the convention date and shall not exceed seven (7) days in total per year.

(b) Employees may request, subject to the approval of Local 8888 C.U.P.E., a leave of absence without loss of seniority for the purpose of attending Union functions. The Board shall continue to pay wages at regular rate of regular scheduled hours and invoice Local 8888 for reimbursement.

21.02 **Bereavement Leave**

All employees shall be granted five (5) days leave without loss of wages to grieve the loss of a parent, wife, husband, common law partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, step-parents, step-children, and three (3) days leave for the death of an aunt, uncle, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

21.03 **Compassionate Leave**

- a) All employees shall be granted five (5) days leave to be deducted from sick leave without loss of wages to attend in the case of serious illness (life threatening) of an immediate family member to be deducted from sick days.
- b) An employee's immediate family shall be defined as current spouse, current common-law spouse, parent, current parent-in-law, child, brother, sister, current brother-in-law, current sister-in-law, grandparents, grandchild, step-parents, current son-in-law and current daughter-in-law.
- c) An employee may be allowed a leave of absence with pay and without loss of seniority or benefits for three (3) days in the event of a serious fire or flood in the employee's household or for a serious household or domestic emergency, approved by immediate supervisor.

21.04 **Floating Holidays**

Six (6) Floating Holidays are based on a calendar year (effective January 1, 2000), one earned for each two (2) months actively at work or on paid sick leave.

The Board will grant (1) Floating Holiday to Permanent and Temporary employees employed on September 30th of the school year in Lieu of the National Day for Truth and Reconciliation. Allocation is based on the employees FTE on September 30th. Such floating holiday shall be taken during the balance of the school year or before the completion of the current temporary assignment. The day is subject to approval by the appropriate Superintendent, in which approval shall not be unreasonably withheld. Carryover past the end of the current school year or payout of the floater will not be approved.

Casual employees working on September 30th will be paid according to the ESA.

Requests for Floating Holidays shall be made at least twenty-four (24) hours in advance. Floating Holidays shall be taken at a time mutually acceptable to the employee and the Manager of Property or their designate.

21.05 **Jury Duty**

The Board shall pay an employee who is required to serve as juror or court witness the difference between their normal earnings and the payment they receive for jury service or court witness. The employee will present proof of service and the amount of pay received.

21.06 **Leave for Union Officers**

Any permanent employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated or elected to public office, shall be granted leave of absence without pay and without loss of seniority, by the Board, for a period up to two (2) years. The Board may renew such leave on a yearly basis. On return from leave, the employee will be placed in their previous position, or if the previous position does not exist the procedure found in Article 12.02 as applicable will be followed. Such leave will be at no cost to the Board. The employee shall have the option of maintaining the benefits if they pay for the premiums.

21.07 **General Leave**

The Board at its sole discretion may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be in writing and approved by the appropriate Supervisory Officer/designate. The appropriate Supervisory Officer or designate shall not unreasonably refuse any requests.

21.08 **Short Term Paid Leaves**

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

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

21.09 Employees shall be granted parental leave in accordance with the Employment Standards Act. Such employee shall not be eligible for payment for sick leave for time lost due to such leave. The parties agree that the leaves provided for in Articles 21.10 and 21.11 include and are not in addition to the statutory leaves provided by the Employment Standards Act, 2000.

An employee granted such leave shall be allowed to maintain the benefits described in Article 24 and the Board shall continue to pay their share of the premiums during the leave provided that the employee pre-pays her portion of the applicable premiums.

21.10 **Maternity Benefits / SEB Plan**

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STDLP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STDLP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e., summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STDLP subject to meeting the requirements to provide acceptable medical verification.

- e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

21.10.1

- A. The employee shall resume their former position with no loss of benefits accrued to the commencement of the Parental Leave provided they return to employment when the statutory leave requirements have terminated. Seniority is not affected by statutory maternity leave.
- B. Any persons hired for parental leave opening will be hired on a temporary basis and the job posting will indicate that the position is temporary and for what duration. Any person transferred from within the bargaining unit for a temporary period will have their job posted as a temporary position and will return to their former job at the end of the leave.
- C. If the employee on parental leave does not return to their position, the job must be posted according to Article 13.01.

21.11 **Leave of Absence Without Pay**

An additional leave of absence without pay may be granted and the employee shall state the duration of the leave requested when they submit their written application for ESA Job Protected Leaves.

ARTICLE 22 - PAYMENT OF WAGES

22.01 **Pay Days**

The Board shall pay salaries and wages in accordance with Appendix A. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions. Pay day shall be every second Thursday. Pay shall be deposited to the employee's bank account every second Thursday.

ARTICLE 23 - JOB RECLASSIFICATION

23.01

- a) When the duties in any classification significantly change or when any position not covered by Appendix A is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.
- b) When a permanent employee has been on L.T.D. for twelve (12) full months, the Employer shall post the position as a permanent job in accordance with Article 13 (Job Posting); and, secondly, if there are no acceptable applications from within the bargaining unit, a person from outside the bargaining unit shall be hired as a permanent employee.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 Pension

In addition to the Canada Pension Plan, every full-time and permanent part-time employee shall join the Ontario Municipal Employees Retirement System. The Board and the employee shall make contributions in accordance with provisions of the plan.

The Board agrees to pay one (1) employee covered under this Agreement at straight time lost from their regular scheduled shift(s) once annually to attend a seminar sponsored by O.M.E.R.S.; the Union agrees to absorb the cost of travelling and accommodation.

24.02 Long Term Disability

The Board shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the premiums for all employees enrolled in Long Term Disability Plan. The Plan will be the O.T.I.P. Plan purchased in June 1999.

24.03 Safety Boots

The Board agrees to reimburse up to one hundred and seventy-five dollars (\$175.00) each year, with receipt of purchase, to all employees who are required to wear safety boots. Effective September 2025, the safety boot maximum reimbursement will be two hundred dollars (\$200.00) each year.

ARTICLE 25 - CONTRACTING OUT

25.01 No work which is normally or customarily performed by the employees of the bargaining unit within job classifications covered by this Collective Agreement shall be contracted out by the Board if it results in a layoff, a reduction in the number of employees or a reduction in the number of hours normally assigned to the bargaining unit.

25.02 There shall be no layoffs due to technical change.

25.03 There shall be no layoff for the term of this Agreement except if schools are closed, sections of schools are mothballed, or the Board eliminates Board facilities.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store their clothes.

26.02 Strike at Employees' Job Site

Where employees of the Board are engaged in a legal strike and place or maintain pickets at the employees' job site, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this Agreement. Employees shall not receive wages for time missed.

26.03 No Strike or Lock Out

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes, sit down, slow down, or engage in any other work stoppage and the Board agrees there will be no lock out.

26.04 No Bargaining unit shall be assigned to supervise students save and except Coop Students hired during the summer months.

ARTICLE 27 - MISCELLANEOUS

- 27.01 When the Board contemplates the transfer of an employee from one school to another, it shall do so by mutual consent with the Union. The Union agrees that its consent will not be denied except for good and sufficient reason. The Board agrees to pay any costs incurred by the employee in the transfer.
- 27.02 The Board agrees to pay expenses pre-authorized by the Principal/Manager for mail pick up and local errands in accordance with Board Policy.

ARTICLE 28 - VEHICLE ALLOWANCE FOR MAINTENANCE

- 28.01 The Board agrees to pay allowances currently in place, for vehicles owned by maintenance staff, on the date of ratification of this agreement by both parties. The Union and the Board agree to meet and review vehicle allowances and mutually agree to new language.

ARTICLE 29 - TERMINATION AND RENEWAL

- 29.01 The Agreement shall be in effect from the date of ratification by both parties and shall remain in effect until August 31st, 2026, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year.
- 29.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.
- 29.03 If notice of amendments or termination is given by either party, the parties agree to meet not later than twenty (20) days after the receipt of same, providing that notification is received by September 1st said year.

SIGNED THIS 15 DAY OF April, 2024.

FOR THE DISTRICT SCHOOL BOARD ONTARIO NORTH EAST:

Lesleigh Dye
Lesleigh Dye (Apr 12, 2024 10:06 EDT)

Al Wilson

Sue Holmes
Sue Holmes (Apr 12, 2024 10:08 EDT)

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8888:

Suzanne Lefebvre
Suzanne Lefebvre (Apr 15, 2024 13:02 EDT)

Chris Wilson
Chris Wilson (Apr 13, 2024 19:17 EDT)

George Omienye
George Omienye (Apr 15, 2024 14:22 EDT)

Rick Racicot
Rick Racicot (Apr 15, 2024 07:39 EDT)

Kelly McDonald
Kelly McDonald (Apr 14, 2024 10:42 EDT)

George Omienye
George Omienye (Apr 25, 2024 18:40 EDT)

Sherry Towsley
Sherry Towsley (Apr 12, 2024 22:13 EDT)

LETTER OF UNDERSTANDING re: Volunteer Fire Fighters

LETTER OF UNDERSTANDING

BETWEEN

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(the "Board")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
(the "Union")

RE: VOLUNTEER FIRE FIGHTERS

It is recognized that some CUPE members are volunteer fire fighters and may be called to a fire before or during their hours or work.

The Board and the Union agree that CUPE members will notify their immediate supervisor that they will be absent from work to attend to the fire. It is also understood that if it is necessary that the employee be absent from work to attend to the fire, the employee will be paid the number of hours regularly scheduled to be at work. It is understood that the employee will return to work if it is a false alarm or the employee is not required to attend to the fire/emergency.

Signature of CUPE
Signed on behalf of CUPE

Signature of Board
Signed on behalf of the Board

Robi Rocco

[Handwritten signature]

Jolene Glenister

[Handwritten signature]

APPENDIX A – Salary Grid

CUPE Salary Grids

*For the Collective Agreement commencing September 1, 2022 and expiring August 31, 2026
(Grid rates updated in March 2024 due to repeal of Bill 124)*

| Effective Date | Increase | Working Foreman | Lead Cust Secondary & K-OAC | Head Cust Elementary | Cust I | Cust II | Mtce I | Mtce II | Mtce III | Temp Relief |
|----------------|----------|-----------------|-----------------------------|----------------------|--------|---------|--------|---------|----------|-------------|
| Sept. 1, 2019 | 1.75% | 31.26 | 24.48 | 23.70 | 23.16 | 21.29 | 29.85 | 26.88 | 25.40 | 17.53 |
| Aug. 31, 2020 | 1.75% | 31.80 | 24.91 | 24.11 | 23.57 | 21.66 | 30.38 | 27.35 | 25.85 | 17.83 |
| Aug. 30, 2021 | 3.75% | 33.00 | 25.85 | 25.02 | 24.45 | 22.47 | 31.51 | 28.37 | 26.82 | 18.50 |
| Aug. 29, 2022 | \$1 / hr | 34.00 | 26.85 | 26.02 | 25.45 | 23.47 | 32.51 | 29.37 | 27.82 | 19.50 |
| Aug. 28, 2023 | \$1 / hr | 35.00 | 27.85 | 27.02 | 26.45 | 24.47 | 33.51 | 30.37 | 28.82 | 20.50 |
| 2024-25 | \$1 / hr | 36.00 | 28.85 | 28.02 | 27.45 | 25.47 | 34.51 | 31.37 | 29.82 | 21.50 |
| 2025-26 | \$1 / hr | 37.00 | 29.85 | 29.02 | 28.45 | 26.47 | 35.51 | 32.37 | 30.82 | 22.50 |

Student Rates per Future Ontario Minimum Wage Increases

| | |
|------------------------|-------|
| Effective Oct. 1, 2022 | 14.60 |
|------------------------|-------|

APPENDIX B - Gratuity

Language from Ontario Regulation 1/13 (Last amendment: O. Reg. 184/13)

1. An employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the employee had accumulated and was eligible to receive as of that day.
2. If the employee is eligible to receive a sick leave credit gratuity, upon the employee’s retirement, the gratuity shall be paid out at the lesser of,
 - a. The rate of pay specified by the board’s system of sick leave credit gratuities that applied to the employee on August 31, 2012; and
 - b. The employee’s salary as of August 31, 2012

The 2013:B2 Memo “Technical Clarifications to the Memoranda of Understanding” clarified that in addition to sick leave credits, a “retirement gratuity” is defined as also including, but not limited to, early retirement incentive plans and contributions to registered savings plans. The regulation also required Boards to disclose to its employees how the payout of retirement gratuities is calculated by providing a report to the affected employee by May 31, 2013, the accuracy of which can be challenged by the employee no later than June 30, 2013.

The calculations were sent to those affected, by email, on or around May 28-29, 2013. The Gratuity Amount in that emailed calculation is what will be paid out upon retirement.

GRATUITY ENTITLEMENT

| Outstanding CUPE Gratuities at September 1, 2022 | | | | | | | | |
|---|-----------|----------------------|----------------------------|-------------------|-----------|-----------|-----------|-----------------|
| NAME | ID | ACTIVITY CODE | ORIGINAL START DATE | FORMER BRD | #1 | #2 | #3 | COMMENTS |
| KUZMICH, MICHAEL | 6665 | ACTIVE | 19880530 | COCHRANE | X | | | |
| Option 1 = Grandfathered Gratuity with former Board Option 2 = RRSP in Lieu of a Gratuity Option 3 = Severance according to the Former Timiskaming Board | | | | | | | | |

APPENDIX C – Temporary/Casual Probation

| CUPE Temporary/Casual Probation COUNT | | | | | | |
|--|-------------|--------------------|--|--------------|-------------------|-------------------|
| December 31, 2022 | | | Count Includes all days worked Sept 1 to Aug 31 each year EXCLUDING Statutory Holidays, and as of April 7/13 PDT days worked/paid. | | | |
| Name | ID # | Days Worked | Region | Loc | Home Phone | Start Date |
| Andrew, Patricia | 11798 | 32 | N | Matheson | 705-805-2974 | 06-Oct-20 |
| Barnard, Dean | 12106 | 81 | C | Schumacher | 705-465-1430 | 21-Jan-22 |
| Bates, Tammy | 12336 | 34 | S | KL | 705-570-3735 | 12-Oct-22 |
| Bond, Katherine | 11218 | 107 | S | Englehart | 705-544-0440 | 04-Jan-17 |
| Bujold, Melanie | 11875 | 62 | C | Timmins | 705-266-8094 | 08-Dec-20 |
| Cagulada, Zaie Ann Rose | 12091 | 10 | N | Cochrane | 705-303-9774 | 28-Jan-22 |
| Caron, Justin | 12229 | 35 | C | Timmins | 705-406-5420 | 15-Aug-22 |
| Charno, James Craig | 12078 | 0 | C | Timmins | 705-363-0514 | 14-Jan-21 |
| Chester, Shauna | 12115 | 72 | S | Kanabeek | 705-622-1409 | 10-Feb-22 |
| Dowe, Tara | 11712 | 89 | C | Timmins | 705-365-7339 | 27-Aug-20 |
| Fitzgerald, Jade | 12109 | 87 | S | Englehart | 905-308-5126 | 10-Feb-22 |
| Grzela, David | 11925 | 6 | N | Fauquier | 705-62-5162 | 13-Apr-21 |
| Hopkins, Jennifer | 12087 | 38 | N | IF | 705-232-3481 | 25-Jan-22 |
| Hughes Jobson, Lorrie | 11629 | 47 | S | Elk Lake | 705-678-2401 | 11-Dec-20 |
| Laflamme, Melissa | 11931 | 72 | S | Elk Lake | 226-979-5423 | 01-Sep-22 |
| Lefebvre, Rejean | 10593 | 59 | N | IF | 705-232-4107 | 06-Sep-20 |
| Marin, Patrick | 12190 | 13 | S | Elk Lake | 705-622-3336 | 25-Apr-22 |
| McFadden, Crystal | 12201 | 7 | N | Matheson | 705-221-7128 | 31-May-22 |
| Naraine, Samantha | 12323 | 24 | N | IF | 705-465-6416 | 11-Oct-22 |
| Seguin, Rachel | 12358 | 20 | C | Timmins | 705-288-3109 | 28-Nov-22 |
| Smith, Bernadine | 11228 | 3 | S | Englehart | 705-676-6377 | 22-Oct-20 |
| Taillon, Julie | 12110 | 98 | S | New Liskeard | 705-648-0617 | 10-Feb-22 |
| Toure, Mohamed El Habib | 12371 | 1 | N | Hearst | 705-362-2126 | 28-Nov-22 |
| Tourville, Leo | 12346 | 0 | N | IF | 705-232-0930 | 03-Nov-22 |
| Veley, Lorry | 12119 | 15 | S | Englehart | 705-961-4308 | 10-Feb-22 |
| Vickers, Heather Elizabeth | 12100 | 100 | N | IF | 705-232-8707 | 21-Jan-22 |

CUPE Temporary/Casual - Probation Complete

Updated to: Dec 17, 2022

Probationary period is 120 worked (calendar) days excluding Stat Holidays & PDT days

| Name | ID | 121st Day | Area | Loc | Phone #'s | Notes |
|---------------------|-------|-----------|------|-------------------|--------------|-------|
| Barton, Riley | 11384 | 28-Mar-19 | C | Timmins | 705-465-5667 | |
| Belliveau, Richard | 12099 | 1-Dec-22 | N | Smooth Rock Falls | 705-818-6617 | |
| Benham, Genevieve | 11507 | 24-Jan-22 | C | Timmins | 705-221-8419 | |
| Bouvier, Jerry | 12092 | 29-Sep-22 | C | Timmins | 705-268-4090 | |
| Brousseau, Gaston | 12149 | 4-Nov-22 | N | IF | 819-588-8473 | |
| Burkholder, Stanley | 11417 | 19-Dec-22 | N | Cochrane | 705-221-1034 | |
| Campsall, Stanley | 5103 | 29-Aug-22 | C | Timmins | 705-267-3453 | |
| Castonguay, Denis | 10852 | 30-Sep-18 | C | Timmins | 705-262-6435 | |
| Grimaldi, Tammy | 11546 | 4-Apr-22 | S | Charlton | 705-948-0241 | |
| Hagar, Tammy-Lynn | 6932 | 26-Sep-17 | ALL | IFSS | 705-266-8142 | |
| Ingram, Kevin | 11203 | 26-Jul-22 | S | KL | 705-642-7382 | |
| Laing, Amanda | 12084 | 19-Aug-22 | N | IF | 705-996-3986 | |
| Liznick, Brock | 6685 | 31-Jul-16 | N | IFSS | 705-232-4461 | |
| Major, Tina | 11095 | 4-Nov-16 | C | Timmins | 705-262-7446 | |
| Mayhew, Samantha | 11845 | 21-Apr-22 | S | NL | 705-622-1780 | |
| Piquette, Michelle | 11192 | 13-May-22 | C | Timmins | 705-262-0083 | |
| Quehe, Angela | 11817 | 1-Jul-22 | S | Belle Vallee | 705-647-2580 | |
| Rossi, Shane | 12094 | 4-Oct-22 | N | Cochrane | 705-288-8859 | |
| Villars, Crystal | 11193 | 14-Sep-17 | C | Timmins | 705-262-0249 | |

MEMORANDUM OF UNDERSTANDING

Between

**District School Board Ontario North East
(the “Board”)**

And

**The Canadian Union of Public Employees, Local 8888
(the “Union”)**

Purpose: Locally negotiated terms for the renewal of the collective agreement that expired on August 31, 2019

The Board and the Union agree on the following as a full settlement of the renewal of the locally negotiated terms (Part B) of the collective agreement between the parties for the period from September 1, 2019 to August 31, 2022:

1. This memorandum, the attached articles, letters of understanding and annexes, and the articles of the collective agreement that ended on August 31, 2019 that have not been amended constitute the full settlement with respect to Part B of the collective agreement. In particular, the parties agree on the following terms and conditions found in the following sections:

- Appendix A - Articles settled and to be incorporated into the collective agreement 2019-2022;
- Appendix B - Salary schedules to be used to replace Appendix A of the 2019-2022 collective agreement (including changes to bonuses and allowances);

2. The collective agreement, which includes Part A, which includes the term of the Memorandum of Understanding between the Canadian Union of Public Employees and the Council of Employer Associations concluded on October 6, 2019 (the “Memorandum of Understanding”); enters into force on the date of ratification of this protocol by the Union and the Board, as the latter eventuality. No clause in the collective agreement will have retroactive effect unless otherwise stated in this protocol or in the Memorandum of Understanding.

3. The Board and the Union herein withdraw any proposal tabled in the negotiations that has not been accepted by the other party, without prejudice.

4. Any changes to the terms of Part B of the collective agreement, numbering or any other necessary change in form with be made by mutual agreement between the parties prior to the signing of the collective agreement, including:

- a. changes required to integrate Part A (conditions negotiated centrally between the Canadian Union of Public Employees and the Council of Employers Associations) and amend part B (locally negotiated terms) as required by the Memorandum of Understanding to comply with agreements reached in the central negotiations, but these amendments cannot change the intent or meaning of the terms of the agreement or the Memorandum of Understanding;
And
- b. locally negotiated changes as indicated in paragraph #1 below.

