

COLLECTIVE AGREEMENT

BETWEEN

THE NORTHEASTERN CATHOLIC DISTRICT SCHOOL BOARD
(HEREINAFTER CALLED "THE BOARD")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4681, C.L.C.
(HEREINAFTER CALLED "THE UNION")

CUSTODIAL, SECRETARIAL, CLERICAL, TECHNICAL AND EDUCATIONAL ASSISTANT
STAFF AND CHILD AND YOUTH WORKERS

EFFECTIVE SEPTEMBER 1ST, 2022 TO AUGUST 31ST, 2026

TABLE OF CONTENTS

APPENDIX I.....	4
CUPE – PART A: CENTRAL TERMS	4
C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	4
C1.1 <i>Separate Central and Local Terms</i>	4
C1.2 <i>Jointly Administered</i>	4
C1.3 <i>Parties</i>	4
C1.4 <i>Single Collective Agreement</i>	4
C2.00 DEFINITIONS	4
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN	5
C3.1 <i>Term Agreement</i>	5
C3.2 <i>Notice of Intention to Bargain</i>	5
C3.3 <i>Amendment of Term Agreement</i>	5
C3.4 <i>Notice to Bargain</i>	5
C4.00 CENTRAL DISPUTE RESOLUTION PROCESS	5
C5.00 BENEFITS	11
C5.1 <i>Eligibility and Coverage</i>	11
C5.2 <i>Funding</i>	11
C5.3 <i>Cost Sharing</i>	11
C5.4 <i>Full-Time Equivalent (FTE) and Employer Contributions</i>	12
C5.5 <i>Payment in Lieu of Benefits</i>	13
C5.6 <i>Benefits Committee</i>	13
C5.7 <i>Privacy</i>	13
C6.00 SICK LEAVE	13
C6.1 <i>Sick Leave/Short Term Leave and Disability Plan</i>	13
<i>Definitions:</i>	
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	19
C7.1 <i>Preamble</i>	19
C7.2 <i>Membership</i>	19
C7.3 <i>Co-Chair Selection</i>	19
C7.4 <i>Meetings</i>	19
C7.5 <i>Agenda and Minutes</i>	19
C7.6 <i>Without Prejudice or Precedent</i>	20
C7.7 <i>Cost of Labour Relations Meetings</i>	20
C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	20
C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS	20
C10.00 CASUAL SENIORITY EMPLOYEE LIST	20
C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING	20
C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)	21
C12.1 <i>Family Medical Leave and Critical Illness Leave</i>	21
C13.00 Merger, Amalgamation or Integration	
C14.00 Specialized Job Classes	
C15.00 Professional Activity Days	
APPENDIX A	23
APPENDIX B	24
<i>Sick Leave Credit-Based Retirement Gratuities (where applicable)</i>	24
<i>Other Retirement Gratuities</i>	24
APPENDIX C - MEDICAL CERTIFICATE	25
LETTER OF UNDERSTANDING #1	32
<i>Re: Refusal to Re-Employment</i>	32
LETTER OF UNDERSTANDING #2	33
<i>Re: Notice of Collective Bargaining Health Care During Absence from Work</i>	33
LETTER OF UNDERSTANDING #3	36
<i>Re: Job Security: Protected Complement</i>	36

LETTER OF UNDERSTANDING #4	38
<i>Re: Education Worker Diverse and Inclusive Workforce Committee Terms of Reference</i>	38
III. MEMBERSHIP	38
LETTER OF UNDERSTANDING #5	40
<i>Re: Sick Leave</i>	40
LETTER OF UNDERSTANDING #6	41
<i>Re: Central Labour Relations Committee</i>	41
LETTER OF UNDERSTANDING #7	42
<i>Re: List of Arbitrators</i>	42
LETTER OF UNDERSTANDING #8	43
<i>Re: Children's Mental Health, Special Needs, and Other Initiatives</i>	43
LETTER OF UNDERSTANDING #9	44
<i>Re: Provincial Working Group - Health and Safety</i>	44
LETTER OF UNDERSTANDING # 10	45
<i>RE: Ministry Initiatives Committee</i>	45
LETTER OF UNDERSTANDING #11	46
RE: Bereavement Leave	
LETTER OF UNDERSTANDING #12	47
<i>Re: Short-Term Paid Leave</i>	
LETTER OF UNDERSTANDING #13	
<i>RE: Learning and Services Continuity and Abrupt Term Task Force</i>	

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. ACFPO 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 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 or 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 prorated 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

I, _____

hereby authorize my Health Care Professional(s)

to disclose medical information to my employer,

In order to determine my ability to fulfill my duties as a

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

_____ dd mm vvvv

for my absence starting on the

_____ dd mm vvvv

Signature

Date

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.

Please return the completed form to the attention of:

Employee ID:

Telephone No:

Employee

Work Location:

Address:

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:

No limitations and/or restriction.

dd mm yyyy

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:

- Full Abilities
- Up to 100 metres
- 100 - 200 metres
- Other (specify):

Standing:

- Full Abilities
- Up to 15 minutes
- 15 - 30 minutes
- Other (specify):

Sitting:

- Full Abilities
- Up to 30 minutes
- 30 minutes - 1 hour
- Other (specify):

Lifting from floor to waist:

- Full Abilities
- Up to 5 kilograms
- 5 - 10 kilograms
- Other (specify):

Lifting from Waist to Shoulder:

- Full abilities
- Up to 5 kilograms
- 5 - 10 kilograms
- Other (specify):

Stair Climbing:

- Full abilities
- Up to 5 steps
- 6 - 12 steps
- Other (specify):

Use of hand(s):

Left Hand

- Gripping
- Pinching
- Other (specify):

Right Hand

- Gripping
- Pinching
- Other (specify):

Bending/twisting

repetitive movement of (please specify):

Work at or above shoulder activity:

Chemical exposure to:

Travel to Work:

Ability to use public transit Yes No

Ability to drive car Yes No

COGNITIVE (if applicable)

Attention and Concentration:

- Full Abilities
- Limited Abilities
- Comments

Following Directions:

- Full Abilities
- Limited Abilities
- Comments:

Decision-Making/Supervision:

- Full Abilities
- Limited Abilities
- Comments:

Multi-Tasking:

- Full Abilities
- Limited Abilities
- Comments:

Ability to Organize:

- Full Abilities
- Limited Abilities
- Comments.

Memory:

- Full Abilities
- Limited Abilities
- Comment

Social Interaction:

- Full Abilities
- Limited Abilities
- Comments:

Communication:

- Full Abilities
- Limited Abilities
- Comments:

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: Have you discussed return to work with your patient?

-2 days 3-7 days 8-14 days

No

15 + days Permanent

Recommendations for work hours and start date (if applicable): Start Date: **dd mm yyyy**

Regular full time hours Modified hours

Graduated hours

* "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.

Common Central Provisions

Maternity Benefits/SEB Plan

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

PART B - TABLE OF CONTENTS – LOCAL TERMS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - DEFINITIONS	2
ARTICLE 4 - LABOUR-MANAGEMENT NEGOTIATIONS UNION ACTIVITY	2
ARTICLE 5 - UNION SECURITY	3
ARTICLE 6 - CHECK-OFF OF UNION DUES	3
ARTICLE 7 - MANAGEMENT RIGHTS	4
ARTICLE 8 - TERMINATION AND RENEWAL	4
ARTICLE 9 - STRIKES OR LOCK-OUTS	4
ARTICLE 10 - GRIEVANCE PROCEDURES	4
ARTICLE 11 - SENIORITY	8
ARTICLE 12 - LAYOFF AND RECALL	9
ARTICLE 13 - JOB POSTING	10
ARTICLE 14 - LEAVE OF ABSENCE WITHOUT SALARY DEDUCTION	11
ARTICLE 15 - LEAVE OF ABSENCE WITHOUT SALARY	11
ARTICLE 16 - SICK LEAVE	13
ARTICLE 17 - VACATION	13
ARTICLE 18 - STATUTORY HOLIDAYS	15
ARTICLE 19 - EMPLOYEE BENEFITS	16
ARTICLE 20 - CORRESPONDENCE	17
ARTICLE 21 - HOURS OF WORK	17
ARTICLE 22 - CALL-OUT	19
ARTICLE 23 - GENERAL CONDITIONS	19
ARTICLE 24 - PRESENT CONDITIONS AND BENEFITS	19
ARTICLE 25 - RATES OF PAY	20
ARTICLE 26 - LABOUR MANAGEMENT COMMITTEE	20

ARTICLE 27 - PAY EQUITY	20
ARTICLE 28 - ADMINISTRATION OF MEDICATION	21
ARTICLE 29 - HUMAN RES. TR COOL	21
ARTICLE 30 - MATERNITY BENEFITS/SEB PLAN	21
SIGNATURES	21
APPENDIX 'A' - RATES OF PAY	21-22
APPENDIX 'B' - APPL. ABLE ONLY TO PERMANENT EDUCATIONAL ASSISTANTS	22
APPENDIX 'C' - OTHERS' CONTRIBUTORY EARNINGS	22
LETTER OF UNDERSTANDING - Letter of Agreement Regarding Contracting Out	26
LETTER OF UNDERSTANDING - Working Alone	31
LETTER OF UNDERSTANDING - Student Supervision	36
LETTER OF UNDERSTANDING - Community Use of School	37
LETTER OF UNDERSTANDING - Health and Safety	39
LETTER OF UNDERSTANDING - Rest and Day to Day	40
LETTER OF UNDERSTANDING - Seniority	41
LETTER OF UNDERSTANDING - Travel Allowance of Bishop of the Diocese	42
LETTER OF UNDERSTANDING - Experience	43

ARTICLE 1 - PREAMBLE

- 1.01 Whereas it is the desire of both parties to this collective agreement:
- 1.01.1 To maintain the existing harmonious relations between the Employer and the Union; and
 - 1.01.2 To recognize the mutual value of joint discussions in all matters referred to in this collective agreement; and
 - 1.01.3 To provide for the prompt and fair disposition of grievances; and,
 - 1.01.4 To encourage efficiency in the operation of our schools; and
- 1.02 Whereas it is firmly held that educational services should be based on sound principles of a Christian and Catholic character; and
- 1.03 Whereas it is desirable that the terms and conditions of employment be drawn up in a collective agreement.
- Now, therefore, the parties agree as follows:

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees (C.U.P.E.) as the Bargaining Agent for all office, technical, clerical, custodial, educational assistants, child and youth workers, employees working in facilities owned or operated by the employer and engaged in plant operations and routine maintenance services, save and except Secretaries to the Offices of the Director of Education, Finance, Human Resources, and Superintendent of Education, students employed in a co-op capacity or during the school vacation period, lunchroom attendants, para-professionals and persons at or above the rank of coordinators and managers.
- 2.02 Persons in the Board's employ, 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 instruction, experimenting, supervision and assistance with lunchroom supervision, or in emergencies when regular employees are not available.
- 2.03 No employee 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 Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect to any matters herein dealt with.

ARTICLE 3 - DEFINITIONS

- 3.01 Except as specifically provided herein, the words and phrases used in this Collective Agreement shall be ascribed the meaning provided for in the *Ontario Labour Relations Act, 2014* as amended from time to time, and shall be interpreted consistently with the provisions of the said Statutes and Regulations.
- 3.02 For the purpose of this collective agreement, the following definitions shall apply:
- 3.02.1 "Probationary employee" is defined as one newly hired under clause 11 to fill a permanently scheduled vacant position. Employees will be on probation and will not be placed on the seniority list until after they have served ninety (90) working days in a permanently scheduled vacant position. Upon successfully completing ninety (90) working days of service seniority shall be effective from the original date of last hire.
- 3.02.2 "Permanent employee" is defined as one who fills a permanently scheduled position and has successfully completed the ninety (90) working days (equivalent to a maximum of 630 hours for clerical staff and 720 hours for custodial staff) probationary period.
- 3.02.3 "Full-time employee" is defined as a probationary and/or a permanent employee who is normally working in excess of seventeen and one half (17.5) hours per week for clerical staff and educational assistants and 24 hours per week for custodial staff and child and youth workers.
- 3.02.4 "Part-time employee" is defined as a probationary and/or a permanent employee who is normally working seventeen and one-half (17.5) hours or less per week for clerical staff and educational assistants and 24 hours per week or less for custodial staff and child and youth workers.
- 3.02.5 "Casual or temporary employee" is defined as one hired to fill a temporary scheduled position, to replace a probationary and/or a permanent employee while on short or long-term leave, resulting from sickness, accident and/or leave of absence. A casual or temporary employee shall be entitled to seniority as per the provisions of the Letter of Understanding – Casual Seniority. The employee will be paid the designated rate of pay for their assignment and will only be eligible for vacation pay and statutory holiday pay in accordance with the *Employment Standards Act, 2000*. A casual or temporary employee is not eligible for any benefits or payment in lieu of benefits except as may be required by statute.

ARTICLE 4 - LABOUR-MANAGEMENT NEGOTIATIONS - UNION ACTIVITY

- 4.01 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 when dealing or negotiating with the Employer. The Employer shall have the right to have administration and counsel present at all meetings.
- 4.02 Bargaining Committee
The Employer acknowledges the right of the Union to appoint or otherwise select a Union Bargaining Committee, consisting of up to eight (8) representatives of the Employer and the Union acknowledges the right of the Employer to appoint a Bargaining Committee consisting of up to eight (8) representatives of the Employer for negotiations.

The Union will advise the Employer of the names of the members of the Union Bargaining Committee. The Employer shall advise the Union of the names of their Bargaining Committee members.

4.03 Time Off for Meetings

Any representative of the Union on this Committee who is in the employ of the Employer shall have the privilege of attending meetings of the joint Bargaining Committee held within working hours, where the Employer has scheduled such meeting, without loss of remuneration. Any employee who has been present during a negotiation meeting shall not be required to make any hours scheduled for that day.

ARTICLE 5 - UNION SECURITY

5.01 All employees of the Bargaining Unit, 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. All future employees of the Bargaining Unit shall, as a condition of continued employment, become members in good standing in the Union on commencement of employment with the Employer.

5.02 Notwithstanding anything contained in this Article, the Employer shall not be required to discharge any employee to whom membership in the union has been denied.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The Employer 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 them 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 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made indicating total wages earned.

6.03 The Board shall provide the Union with an electronic contact list of all employees in the bargaining unit by October 15, December 15, February 15 and April 15. The contact list will include:

- a. address
- b. up to two telephone or cell numbers
- c. work email address and where available a personal email address

A separate list will be provided for casual/temporary CUPE employees. Location of work and Position will be included for Permanent Employees.

6.04 The Union shall indemnify and save the Employer harmless from any claims, suits, judgments, and from any form of liability, as a result of deductions authorized by the Union.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union recognizes and acknowledges that the management of the Board and the direction of the working forces are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

7.01.1 Maintain order, discipline and efficiency.

7.01.2 To hire, promote, demote, classify, transfer and retire employees. To assign employees to shifts and other hours of work. To discipline or discharge employees who have successfully completed their probationary period for just cause, and to discipline or discharge any probationary employee for any reason satisfactory to the Employer.

7.01.3 To make, enforce and alter, from time to time, reasonable rules and regulations to be observed by employees provided such rules do not conflict with the provisions of this collective agreement unless the conflict constitutes a legislated requirement on the employer.

7.01.4 To determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of position descriptions, the assigning of jobs, the number of employees to be employed, the extension limitation, curtailment or cessation of operation or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the employer except as specifically limited by the express provisions of this Collective Agreement.

7.01.5 The employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the Union agrees that the express provisions of the Agreement constitute the only limitation upon the employer's rights.

ARTICLE 8 – TERMINATION AND RENEWAL

8.01 The Agreement shall be in effect from September 1, 2022, and shall remain in effect until August 31, 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.

ARTICLE 9 – STRIKES OR LOCK-OUTS

9.01 There shall be no strike or lock-out during the term of this agreement or of any renewal of the agreement except as specified in the *Ontario Labour Relations Act, 1995*.

9.02 For the purpose of Article 9.01, "strike" and "lock-out" have the same meaning as under the *Ontario Labour Relations Act, 1995* as interpreted by the Ontario Labour Relations Board.

ARTICLE 10 – GRIEVANCE PROCEDURES

10.01 Intent and Definition of Grievance

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, or alleged contravention of this Agreement, including any questions as to whether a matter is arbitrable.

10.02 Informal Stage

- (a) Any dispute to be recognized as a grievance must first be discussed by the Employee with the School Principal or Supervisor within five (5) working days of the event or circumstances giving rise to the complaint and be approved by the Union as a grievance. The Employee shall have the right to Union representation for such meetings with the Principal or immediate Supervisor. If the Employee is unable to resolve the dispute within two (2) working days of informal discussions, the Union may file a formal grievance at Step One. A Grievance shall not exist unless this informal procedure has been exhausted.
- (b) A grievance may be lodged at Step One by the Employee or the Union or by the Employer respecting a dispute between the parties should the issue not be resolved by informal discussion.

10.03 Step One

If the dispute is not deemed settled on the basis of the informal discussions as set out above, the Employee or the Union shall submit a formal grievance notice in writing within five (5) working days of the expiration of the two (2) working days referred to in Article 10.02, to the Manager of Human Resources or designate, in writing, that a grievance meeting is requested. The grievance signed by the Employee shall contain the complete grievance, list all clauses alleged to have been violated by specific number, and the settlement requested.

The Manager of Human Resources or designate and other persons that the Manager of Human Resources deems appropriate, will arrange to hear the grievance from the grievor(s) accompanied by a steward or designate, within five (5) working days of receipt of the notice. The Manager of Human Resources shall provide a written answer within five (5) working days following the meeting.

10.04 Step Two

- a) If the grievance is not deemed settled on the basis of the answer given in Step One, the Employee or the Union shall, within five (5) working days of the receipt of the answer given in Step One, notify the Superintendent of Education or designate in writing, that a grievance meeting is requested. The Superintendent of Education or designate and other persons that the Superintendent of Education or designate deems appropriate, will arrange to hear the grievance from the grievor(s) accompanied by a steward or designate, within five (5) working days of receipt of the notice. The Manager of Human Resources or designate, shall provide a written answer within five (5) working days following a meeting of the Board.

- b) Discharge Cases

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.

Arbitration

10.05 Step Three

If the grievance is not deemed settled on the basis of the answer given in Step Two, the Union shall, within ten (10) working days of the receipt of the answer given in Step Two, notify the Manager of Human Resources, in writing of its desire to submit the grievance to arbitration. The Parties may by mutual consent agree to submit the grievance to a single arbitrator or to an arbitration board as follows. The notice shall contain the name and address of the Union's appointee to an arbitration board. The Manager of Human Resources or designate shall, within ten (10) working days inform the Union of the Employer's appointee to the arbitration board. The appointees shall within ten (10) working days or such longer times as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chair within the time limit, either the Union or the Manager of Human Resources or designate may request the appointment of a chair by the Minister of Labour.

10.06 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

10.07 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs. The decision of the arbitration board shall be final and binding and enforceable on the Parties

10.08 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

10.09 Each Party shall bear the fee and/or expense of its appointee to the arbitration board and any fees and/or expenses of the chair shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

10.10 Policy Grievance

Either the Employer or the Union shall have the right to file a policy grievance against the other based on a difference directly between them arising out of the interpretation or claimed violation of this agreement. All such grievances must be in writing, signed by the filing party and presented to the other party within twenty (20) working days of the occurrence of the circumstances giving rise to the grievance. A policy grievance shall be filed at Step One and shall apply with the necessary modifications where a grievance is initiated by the Employer.

10.11 Group Grievance

Where an issue relating to the interpretation, application or alleged violation of the collective agreement directly affect more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by a Union Representative. A group grievance shall be filed at Step One of the grievance procedure within ten (10) working days of the occurrence of the circumstances giving rise to the grievance.

10.12 Time Limits

All the time limits fixed herein for the grievance procedure may be altered only upon the mutual consent of the Parties. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the mutual consent of the Parties.

10.13 Time Off for Meetings

It is understood that the Union representative will be paid for time away from work to deal with the grievance but will not be paid overtime when requested by the Employer to attend a meeting during regular hours to resolve the grievance.

At Step One, the Union Steward or designate and the grievor will meet with the Principal or appropriate Supervisor. The Principal or appropriate Supervisor will determine the location of the meeting and advise the grievor.

At Step Two, the Union President, and/or Vice-President, and/or Steward (maximum two out of three) and the grievor will meet with the Manager of Human Resources or designate. The Manager of Human Resources or designate, will determine the location of the meeting and advise the grievor.

Note: Employees who are requested by the Employer to attend a grievance meeting outside of their normal work location and that is in excess of four (4) hours, including travel time to and from the meeting, may not be required to work their regular shift that day as determined by the employer. The employee will be paid for their regular hours but will not be paid overtime.

Stewards

The Union and the Employer acknowledge that stewards have regular duties to perform as employees of the Employer and that such employees shall not leave their regular duties for the purpose of presenting or discussing grievances or for the purpose of conducting any business on behalf of the Union without first obtaining permission from the appropriate Supervisor and notifying the Principal or their designate where applicable.

10.14 Single Arbitrator

It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Article 10.05 rather than an Arbitration Board. In the event the Parties are unable to agree upon a single arbitrator, having previously mutually agreed to proceed to a single arbitrator, the parties may request the Minister of Labour to make the appointment.

ARTICLE 11- SENIORITY

(NOT APPLICABLE TO EDUCATIONAL ASSISTANTS CHILD AND YOUTH WORKERS SEE APPENDIX B)

11.01 Seniority shall mean the length of continuous employment in a permanent position in the bargaining unit since the date of last hire with the Board or a predecessor Board as a result of Bill 104. An employee in a permanent position shall not have any seniority until they have successfully completed their probationary period at which time, they shall be credited with seniority back to the date of last hire for all hours worked. Seniority will be backdated to account for any hours worked by a temporary employee in a long-term occasional position in the same classification in the twelve-month period preceding their appointment to the permanent posted position. Seniority shall be used in determining preference or priority for promotion, demotion, lay-off, reduction of hours and recall, as set out in other provisions of this Agreement, provided the employee has the necessary skill, ability and qualifications, as determined by the employer to do the available work. Seniority shall operate on a bargaining unit-wide basis.

11.02 Establishment of initial seniority lists

The employer shall prepare three seniority lists (custodial, clerical, educational assistant) showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be given to full-time employees. An up-to-date seniority list shall be prepared by November 15th and May 30th of every year. The seniority lists shall be sent to the President of the Union electronically and posted on all bulletin boards. The seniority list shall be open for correction for thirty (30) days after distribution to the Union and posting.

Staff on each of the lists will therefore be considered independently from one another within the bargaining unit and will have no rights to positions other than vacancies for which they have the necessary skill, ability and qualifications, as determined by the employer, to do the available work.

11.03 Loss of Seniority

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

- 1) The employee is discharged from the employ of the board and the decision is not reversed as a result of the grievance procedure.
- 2) The employee resigns.
- 3) 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 for more than five (5) consecutive days unless a reason which is satisfactory to the Board is given.
- 4) The employee has been laid off continuously for a period in excess of length of seniority since date of last hiring or eighteen (18) consecutive months, whichever is shorter; however, an employee with five (5) or more years of seniority, shall be retained on the recall list for a period of three (3) years.

- 5) 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 sent the 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 Employer informed of their address.

11.04 Seniority During Illness

An employee who is off work due to illness and qualifies for long-term disability benefits, will accrue seniority, for the period of absence. Permanent employees who work in excess of twenty-four (24) hours per week shall be terminated upon the expiration of a two-year own-occupation condition under the Long-Term Disability Plan. The Board will exercise reasonableness in the determination of possible extenuating circumstances for any extension beyond twenty-four (24) months.

ARTICLE 12 – LAY-OFF AND RECALL

(NOT APPLICABLE TO EDUCATIONAL ASSISTANTS / CHILD AND YOUTH WORKERS – SEE APPENDIX B)

12.01 Role of Seniority

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, the person laid-off shall be the person with the least seniority in the appropriate job classification and shall be recalled in the order of their seniority provided the employee has the necessary skill, ability and qualifications, as determined by the employer. In the event of a lay-off, it is agreed that employees working less than full-time shall be laid-off before employees working full-time are laid-off.
- b) New employees shall not be hired until those laid off have been given an opportunity of recall, provided the employee has the necessary skill, ability and qualifications, as determined by the employer, to do the available work. The employer shall exercise this right in a reasonable manner.
- c) The employer will call redundant employees in order of seniority in the bargaining unit. The employer will provide the union with a redundancy list to include date of hire and telephone number by November 15th.

12.02 Definition of Lay-off

A lay-off shall be defined as a reduction in hours. An employee who has had their hours of work reduced, shall have bumping rights and procedures as outlined below.

12.03 Notice of Lay-off

The Employer shall notify, in writing, the employees with three (3) months or more of seniority who are to be laid-off, twenty (20) calendar days before the lay-off is to be effective. Such employee laid-off who has not had the opportunity to work twenty (20) calendar days after notice of lay-off, shall be paid in lieu of such work for that part of the twenty (20) calendar days during which work was not made available.

12.04 Lay-off and Recall

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

Positions to be eliminated shall be identified: Position and Geographical Division.

An employee who has had a reduction in hours, may bump any employee in the same classification, with the least seniority:

- 1st: by Geographical division (Temiskaming Shores, Cobalt and Englehart, Kirkland Lake and Englehart, Timmins, Cochrane/Iroquois Falls, Kapuskasing, Moosonee).
- 2nd : bargaining unit-wide

provided the employee has the necessary skill, ability and qualifications, as determined by the employer, to do the available work.

12.05 Continuation of LTD Coverage

In the case of ten (10) month employees who are laid-off for the school break in the summer, the Employer will continue to contribute during the summer toward their Long-Term Disability premium, upon prepayment of the employee's share of the said benefit costs and subject to approval of the insurance company

12.06 The Board shall abide by the *Employment Standards Act, 2000 (ESA)* as amended in regards to severance pay.

ARTICLE 13 - JOB POSTING

13.01 When a new position is created or when a permanently scheduled vacancy occurs in a position forming part of this collective agreement, the position shall be posted in the schools so that employees of the bargaining unit may apply for such position.

13.02 A vacancy is defined as a position being vacant as a result of the resignation, retirement, death or promotion of an employee where the Employer intends to fill the position.

13.03 Notwithstanding 13.02, any employee absence in excess of three (3) months, will require to be posted. When an employee temporarily replaces another employee who is on leave for a specific period of time, at the end of that time, the replacing employee shall be returned to the position they formerly held, if applicable.

13.04 A notice of any vacancy forming part of this Collective Agreement shall be posted in each school and Board Office and may be advertised externally, concurrently or subsequent to the posting. Qualified internal applicants will have priority over qualified outside applicants for the filling of vacant positions. This notice shall remain on the bulletin boards for a period of not less than five (5) school days. Any other vacancy created as a result of posting a temporary position will be posted, however, the Employer is not required to post any subsequent vacancy created. Each vacancy shall be filled within twenty (20) school days where the Board intends to fill the vacancy. The Employer reserves the right to fill the subsequent vacancy created through transfers or through the assignment of newly hired staff.

During the Christmas or summer break, vacancies shall be posted by electronic means on the Board website for a period of not less than ten (10) calendar days. Notwithstanding, the posting period shall be reduced to 5 calendar days during the two-week period prior to the first day of school.

13.05 If the position is not filled after the application above, the position may be filled through the assignment of newly hired staff.

13.06 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 Trial Period

An employee who is appointed to another position will be placed on a trial period of two (2) months. Conditional on satisfactory performance, the employee shall be granted the position after the period of two (2) months. For clarity, the trial period does not apply to a change in assignment, location or hours where the employee remains in the same classification.

When an employee during the trial period proves unsatisfactory in the position, or the employee decides to return to their former position, 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.

13.08 Information on Postings

Job posting notices shall contain the following information: nature of position, location of school or Board Office, required qualifications, hours of work and wages as per the collective agreement. Postings for permanent positions at Bishop Belleau School in Moosonee will also reference the Travel Allowance where applicable.

ARTICLE 14 - LEAVE OF ABSENCE WITHOUT SALARY DEDUCTION

14.01 Bereavement Leave

All permanent full-time employees shall be granted five (5) working days leave, without loss of salary, to attend the funeral of a spouse, parent, child, step-child, sibling, child-in-law, grandchildren, grandparent, step-parent, and parent-in-law.

All permanent full-time employees shall be granted three (3) working days leave, without loss of salary, to attend the funeral of a sibling-in-law or sibling's child.

All permanent full-time employees shall be granted one (1) working day leave without loss of salary to attend the funeral of a relative not mentioned above or a close personal friend.

14.02 Jury Duty

The Employer shall pay an employee who is required to serve as a Juror or a Court Witness the difference of their normal earnings in the payment they receive for jury duty service or court witness.

The employee will present proof of service and the amount of pay received. An employee's earnings will not be interrupted while on jury duty; however this employee must turn over their jury duty service or court witness pay to the Employer.

14.03 Union Meeting

The Board agrees to release two (2) members of the Union to attend Provincial, Regional or National Union meetings. The Union agrees to reimburse the Employer for the costs to replace each member. This leave of absence shall be requested at least one month prior to the meeting date, and shall not exceed five (5) days in total per meeting.

14.04 Exam Leave

Employees who request time off to write an exam during working hours, will be released from work with pay. This Leave of Absence shall be requested at least one (1) month prior to the exam date, and shall not exceed two (2) days in total per year. The employee will provide proof to the Employer that time off to write the exam is required during working hours.

14.05 An employee shall be granted a leave of absence with pay to a maximum of two (2) days per school year, for one of the following reasons where prior approval where possible, is given by the Manager of Human Resources or designate:

14.05.1 Serious illness or accident requiring medical attention for the spouse and the children or the parent of the employee. A serious illness shall be considered one involving major surgery as certified by a doctor or one in which concern is expressed by a doctor for the life of the patient.

14.05.2 Major surgery requiring confinement of up to three (3) days in hospital occurring for the spouse, child or parent of the employee.

14.05.3 Accompany a spouse, child or parent, to keep an appointment with a medical/dental specialist provided proof, where possible, is submitted prior to the appointment, that the patient has been referred for treatment and provided the spouse, child or parent, requires someone to accompany them.

14.05.4 When their spouse has given birth to a child or adopts a child.

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT SALARY

15.01 General Leave

1) The Board shall grant a leave of absence without pay and without loss of seniority for up to one (1) year to any employee requesting such leave for good and sufficient cause providing the efficiency of the operation is not affected. Such request is to be in writing and is subject to Board approval. An employee shall not receive 'Years of Service' during the general leave in excess of sixty (60) days.

2) An application for leave of absence without pay must be submitted to the Manager of Human Resources or designate, at least three (3) months prior to the commencement of the leave. Any request that could not meet the three (3) month notice period due to extenuating circumstances shall be by mutual consent of the parties.

- 3) An employee on leave of absence without pay must notify the Employer at least one (1) month prior to the termination of the leave if the employee is not going to return to their position.

15.02 Maternity/Parental/Adoption Leave

The employer shall grant a maternity/parental/adoption leave of absence without pay to an employee on permanent staff as per the terms of the *Employment Standards Act, 2000*.

15.03 Union Officer Leave

Where an employee in the bargaining unit is elected or appointed as a union officer (executive member) of the Local, **Ontario School Board Council of Unions, CUPE Ontario or CUPE National**, such an employee may submit a request for an unpaid leave of absence for official union business for a predetermined period of time to the Manager of Human Resources or designate. The Union may request that the Board administer the pay, benefit or sick leave arrangements for the employee related to the leave, provided the Union reimburses the Board for all salary and benefits involved. The employee will accumulate seniority during a Union Officer Leave.

- 15.04 An unpaid leave of absence shall be granted to an employee in accordance with the provisions of the *Employment Standards Act, 2000* as amended.

ARTICLE 16 - SICK LEAVE

- 16.01 An employee who is absent from duty on account of sickness may be required to have their claim supported by a medical doctor's certificate. In all cases, employees shall furnish, whenever requested by the Manager of Human Resources or designate, a medical doctor's certificate to support their claim. The Employer shall have the right to have the employee examined by a doctor selected by the Employer at its expense. The Employer also reserves the right to require a medical doctor's certificate to ascertain that the employee is fit to return to work. The employer will be responsible for the cost of the medical certificate.

ARTICLE 17 – VACATION

- 17.01 a) All permanent employees shall be entitled to vacation or vacation pay as outlined in the grid below.
 b) All other employees will receive percentage in lieu of as outlined below.

Length of continuous service as of June 30	Length of vacation	Percentage in Lieu
Less than 1 year	As per Employment Standards Act	
1 year but less than 3 years	10 days (2 weeks)	4%
3 years but less than 7 years	15 days (3 weeks)	6%

More than 7 years, but less than 15 years	20 days (4 weeks)	8 ⁰
More than 15 years, but less than 25 years	25 days (5 weeks)	10 ⁰
More than 25 years	30 days (6 weeks)	12 ⁰

It is understood that for the purpose of Article 17 – Vacation, all permanent full-time and part-time Child and Youth Workers shall be entitled to vacation pay as a percentage in lieu as opposed to vacation days as per the chart in Article 17.

- 17.02 Earned vacation shall not be carried over from one year to the next. Any vacation not taken by a ten (10) month employee by August 31st, shall be paid out on or prior to the last pay in May on a separate pay deposit
- 17.03 An employee receiving Long-Term Disability or an employee who has been affected by a lay-off as per Article 12 or granted a leave of absence without pay, shall have their vacation prorated in accordance to time taken away from active work.
- 17.04 Vacation entitlement shall be pro-rated from the date of hire and to the date of resignation/retirement. It shall also be prorated to the employee's full-time equivalency. The vacation year shall commence September 1 and terminate on August 31 of the following year.
- 17.05 Employee requests for vacation shall be made in writing prior to May 1st of the vacation year. In the event of conflict in vacation times, the employee with the greatest seniority shall be given preference.
- 17.06
 - a) The vacation for custodial /maintenance staff shall be during the summer recess in July and August of each year for full-time and part-time staff except those employees who qualify for more than three (3) weeks may take the balance of vacation upon approval of the Manager of Plant in consultation with the School Principal. All vacation requests must be mutually agreed upon between the employee and the employer.
 - b) All other employees will be given the option of taking vacation only during the period of the Christmas break, Winter break, and the Summer break or on days when classes are not in session. Notwithstanding, the Board may designate three (3) professional activity days where requests for vacation time will not be approved.
 - c) For 12-month employees (excluding custodial/maintenance staff), if the total vacation entitlement cannot be satisfied during scheduled breaks in the year, employees will take the remaining vacation time on days subject to the approval of the Manager of Human Resources provided it does not interfere with the operation of the Board. Employee will submit their vacation request to the appropriate Manager by May 15 of each year.
 - d) All temporary employees shall receive vacation pay as per the ESA, to be paid on a bi-weekly basis.

- e) In addition to these provisions, all eligible Bishop Belleau School employees will be given the option of taking vacation during Hunt Break.

ARTICLE 18 - STATUTORY HOLIDAYS

- 18.01 All permanent employees are entitled to the following statutory holidays without reduction in pay provided that such holidays fall on a regular working day. In the event, a new statutory holiday is proclaimed by the Federal or Provincial Government, the parties agree that January 2nd identified below as a statutory holiday will be eliminated.

The statutory holidays are as follows:

New Year's Day

January 2nd In recognition of the National Day for Truth and Reconciliation

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday (First Monday in August)

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Half (½) a normal working day on the afternoon of Christmas Eve Day

Half (½) a normal working day on the afternoon of New Year's Eve Day

In the event that the National Day for Truth and Reconciliation is ever recognized as a provincial public holiday to be observed on September 30, January 2 will be eliminated as a statutory holiday as per Article 18 of the collective agreement.

One (1) personal leave day in addition to the public holidays stated above to be taken at a time mutually agreed upon between the employee and the employer.

- 18.02 It is understood and agreed that whenever any of the above listed holidays falls on a Saturday, Sunday, or a non-working day, then the employer shall designate some other day as a holiday at a time mutually agreed upon between the Union and the Employer. Such day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the public holiday.
- 18.03 To be eligible for pay for any of the recognized holidays, the employee shall work the scheduled shifts immediately prior to or subsequent thereto, unless excused under provisions of Articles 16.02, 14.01, 14.02, 14.03, 14.04 and 14.05.
- 18.04 Permanent employees who work seventeen and one-half (17.5) hours per week or less for thirty (30) and thirty-five (35) hour per week employees and twenty-four (24) hours per week or less for forty (40) hour per week employees will receive statutory holiday pay and a personal day prorated to their regular work schedule for such day.

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 An employee Long-Term Disability benefit plan for permanent full-time employees working in excess of seventeen and one-half (17.5) hours per week for thirty (30) and thirty-five (35) hour per week employees and twenty-four (24) hours per week for forty (40) hour per week employees will be in effect with the Employer contribution to premiums to be as stated:

Long-Term Disability 90%

19.02 The Board shall pay the required percentage (90%) of the annual cost of the premium. The Board shall have the right to amend the Long-Term Disability benefit policy from time to time provided the coverage is comparable. The Union shall be provided with a copy of the amendments.

Article 19.02 (Employee Benefits) of the collective agreement with CUPE Local 4681 shall not apply to Child and Youth Workers. In lieu, the following provisions shall apply to Child and Youth Workers:

19.02 (CYW) The Board shall pay the required percentage of the annual cost of the premium (90%). The Board shall have the right to amend the Long Term Disability benefit policy from time to time provided the coverage is comparable. The Union shall be provided with a copy of the amendments. It is understood that the Board is not the insurer. Any dispute concerning eligibility and entitlement is solely between the employee and the insurer.

19.03 O.M.E.R.S. Pension Plan

a) All permanent employees who work in excess of seven hundred (700) hours per year, shall be enrolled in the Ontario Municipal Employees Retirement Pension Plan (O.M.E.R.S.) upon employment with the Board

b) Employees who have worked seven hundred (700) hours per year or earn at least thirty-five percent (35%) of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan shall be given the option of enrolling in the Plan. Effective January 1, 2023, all non-full-time employees will be eligible to join OMERS as per the requirements of the OMERS Primary Plan Change approved by the OMERS Sponsors Corporation, in accordance with the requirements of the *Pension Benefits Act*.

c) Each enrolled employee shall contribute to the plan based on the formula established by the Plan. The Employer shall contribute an equal amount as per the Statutes and Regulations.

19.04 In lieu of all the above benefits, jury pay, bereavement pay, compassionate pay, permanent employees who work seventeen and one-half (17.5) hours per week or less for thirty (30) and thirty five (35) hour per week employees and twenty four (24) hours per week or less for forty (40) hour per week employees, shall be paid an additional three point one percent (3.1%) for each regularly scheduled hour of work. Overtime hours shall not be included in the calculation of the premium.

- 19.05 The Employer shall administer the Long-Term Disability Plan. The plan shall be compulsory for all employees. Notwithstanding the terms of the policy, the Employer shall not pay salary deducted from sick leave credits to an employee who is eligible to receive Long-Term Disability Benefits. The waiting period shall not exceed ninety (90) calendar days.
- 19.06 The Employer shall not be required to remit to individual employees the Employment Insurance Rebate for the term of the agreement.
- 19.07 It is understood that all benefits terminate at age 65 or date of retirement if earlier. The terms of the insurance contracts will prevail at all times.

ARTICLE 20 - CORRESPONDENCE

- 20.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Manager of Human Resources or designate and the President of the Union.
- 20.02 Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties so require.
- 20.03 The Employer agrees to bear the expense of printing the Collective Agreement.
- 20.04 The Union President shall be notified of all postings, appointments, hiring's, lay-offs, re-hiring, and terminations of employment.
- 20.05 The Employer shall provide all current and new employees with a copy of the current Collective Agreement.

ARTICLE 21 - HOURS OF WORK

- 21.01 a) The normal hours of work for 1.0 full-time equivalent secretarial, clerical and technical staff, shall be thirty-five (35) hours per week and shall consist of five (5) consecutive days of seven (7) hours per day Monday to Friday.
- b) The normal hours of work for 1.0 full-time equivalent educational assistants, shall be thirty (30) hours per week and shall consist of five (5) consecutive days of six (6) hours per day Monday to Friday.

The normal hours of work for 1.0 full-time equivalent educational assistants at Bishop Belleau School in Moosonee shall be thirty-two and a half (32.5) hours per week and shall consist of five consecutive days of six and a half (6.5) hours per day Monday to Friday.

The regular work year for educational assistants will be 194 days.

- c) The normal hours of work for 1.0 full-time equivalent library assistants shall be thirty-five (35) hours per week and shall consist of five (5) consecutive days of seven (7) hours per day Monday to Friday.

- d) The normal hours of work for 1.0 full-time equivalent custodial and maintenance staff shall be forty (40) hours per week and shall consist of five (5) consecutive days of eight (8) hours per day Monday to Friday. Where the hours of work are split (commonly known as split shift), the working hours shall not commence before 6:00 a.m. and must be scheduled within an eleven (11) hour period. Where an employee is required to perform duties at more than one school, the number of hours for a split shift may exceed eleven (11) hours.
- e) The normal hours of work for Child and Youth Workers shall be thirty-five (35) hours per week Monday to Friday.
- f) The Board agrees to provide school Secretaries with five (5) additional working days to assist at the start-up or closing of school year. Additional days may be granted upon approval of the Manager of Human Resources.
- g) Nothing in this agreement shall be considered to be a guarantee of work, or hours of work per day or per week, or of working schedules.
- h) During the Christmas Break, March Break and Summer Break where classes are not in session, the Manager Plant will consider requests from employees who work less than three (3) hours per day to condense their work week.

21.02 The number of hours of work assigned to each employee will be as required by the Employer. A permanent employee shall be notified at least two (2) weeks in advance to changes in the hours and days of work.

21.03 a) All time worked for forty (40) hour a week employees beyond eight (8) hours per day or forty (40) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.

b) All time worked for thirty-five (35) hour a week employees beyond seven (7) hours per day or thirty-five (35) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.

c) All time worked for thirty (30) hour a week employees beyond six (6) hours per day or thirty (30) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.

d) Subject to approval, employees may bank overtime at a rate of time and a half (1 1/2) paid for each hour worked in lieu of monies. Banked overtime shall accumulate up to a maximum of forty (40) hours or one regular work week, whichever is less, and must be scheduled annually by May 1 at a mutually agreed upon time by the Manager of Plant and the Employee or it will be paid out annually by June 30 for 10-month employees or annually by August 15 for 12-month employees. In exceptional or unforeseen circumstances, lieu time may be carried over to the next school year upon approval of the Manager of Plant. The Board reserves the right to exercise management rights in regards to lieu time banked.

21.04 There shall be no scheduled overtime worked in any operation while there are employees on lay-off in the same or similar type of operation and who are qualified to perform the available work, provided such employees are accessible and available at the time required.

21.05 All employees who work in excess of five (5) hours per day shall be permitted an uninterrupted lunch break at least 30 minutes per day.

21.06 Weekend/Holiday School Checks

Where a custodian is required to do weekend/holiday school checks, they shall receive (3) hours at straight time per school check.

21.07 Full-time employees will be provided with coffee breaks, twice in a working day (one in the a.m. and one in the p.m.), each not exceeding fifteen (15) minutes duration. Part-time employees who work (3) hours or more will receive a fifteen (15) minute coffee break.

21.08 The Manager of Plant will consider requests from permanent full-time twelve (12) month custodians who request to be assigned ten (10) hour shifts during the summer holidays. Such requests shall not be unreasonably denied. If granted, it is agreed that applicable benefits (ie. sick bank) will be prorated accordingly.

ARTICLE 22 - CALL-OUT

22.01 Employees who are called out and are required to work in an emergency outside of their regular hours shall be paid for a minimum of three (3) hours or time and one-half (1½) for the hours worked, whichever is the greater. The provisions of article 21.03 d) apply to all banked lieu time.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Boards

The Employer shall provide bulletin boards in all shops and staff rooms, upon which the Union shall have the right to post appropriate notices of meetings and such other notices as may be of interest to the employees.

23.02 Any letter of reprimand, suspension or any other disciplinary action will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other disciplinary action, provided that the employee's record has been discipline free for a twenty-four (24) month period and provided that the incident did not involve inappropriate interactions with children.

ARTICLE 24 - PRESENT CONDITIONS AND BENEFITS

24.01 Rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer and only as listed hereunder shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

24.02 Uniforms

The Employer agrees to pay for and provide the Custodial staff with uniforms in accordance with Board policy.

24.03 Any safety equipment required by the employer shall be made available to applicable employees for their use at no cost. Required safety equipment provided by the Employer will be appropriate and adequate and must be used by the employee.

ARTICLE 25 - RATES OF PAY

25.01 A schedule setting forth the rates of pay of classifications shall be attached hereto and made part of this Collective Agreement. The schedule shall be known as "Appendix A" and shall remain in effect during the term of this agreement.

25.02 Employees who are required to work what is known as the afternoon shift as a complete shift, will receive a shift differential as follows:

Effective September 1, 2019	0.59 per hour
Effective September 1, 2020	0.60 per hour
Effective September 1, 2021	0.61 per hour

25.03 Exchange of hours amongst custodial staff is permissible on the approval of the Manager of Plant.

ARTICLE 26 – LABOUR MANAGEMENT COMMITTEE

26.01 The parties shall establish a Joint Committee to discuss specific issues non-related to negotiations. Such a committee will be established for the period 2022-2026. It will consist of three (3) representatives from the Union and three (3) representatives of the Employer.

26.02 The number of meetings shall be set by mutual consent. A schedule of meetings shall be set by September 30 of each school year.

ARTICLE 27 - PAY EQUITY

27.01 Both parties agree that the provisions of this Collective Agreement are in compliance with the Pay Equity Act namely that pay equity has been achieved and is maintained in accordance with subsections 7(1) and 7 (2) of the Pay Equity Act. The parties agree to meet prior to the end of the 2022-2023 school year for the purpose of maintaining Pay Equity through the Joint Pay Equity Committee and thereafter as required.

ARTICLE 28 – ADMINISTRATION OF MEDICATION

28.01 The administration of medication to students will be carried out in accordance with the provisions of The Ministry of Education - Policy/Program Memorandum No. 81, Provision of Health Support Services in School Settings as amended from time to time and the Northeastern Catholic District School Board Administrative Procedure APE012. No employee shall be required to carry out such duties without first receiving appropriate instruction or training.

28.02 The Board will endeavour to amend administrative procedure APE012 to reflect that the core responsibility for the administration of medication to students will be that of the Principal, Vice-Principal or designate. It is understood that in extenuating circumstances, other employees may be required to administer medication as per the procedures.

ARTICLE 29 – HUMAN RIGHTS CODE

29.01 In compliance with the Ontario Human Rights Code, as amended, the parties hereto agree that there will be no discrimination against any employee covered by this agreement on the grounds enumerated in the Code.

ARTICLE 30 – MATERNITY BENEFITS / SEB PLAN

30.1 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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.

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

DATED THIS _____ DAY OF _____, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

APPENDIX "A"

Effective Sept 1 2022

Classification	Year 0	Year 1	Year 2
Library Assistant	\$ 21.88	\$ 23.11	\$ 26.27
Office Clerk	\$ 21.88	\$ 23.11	\$ 26.27
Plant Services Secretary	\$ 23.46	\$ 25.29	\$ 27.95
Office Secretary	\$ 23.46	\$ 25.29	\$ 27.95
School Secretary	\$ 23.46	\$ 25.29	\$ 27.95
Educational Assistant	\$ 25.98	\$ 27.87	\$ 30.80
Child and Youth Workers	\$ 29.73	\$ 31.61	\$ 33.34
Accounts Receivable/Payable Clerk	\$ 29.40	\$ 30.18	\$ 32.71
Payroll Clerk	\$ 29.40	\$ 30.18	\$ 32.71
Computer Technician	\$ 26.50	\$ 28.22	\$ 30.58
Application Support Technician	\$ 28.34	\$ 30.18	\$ 32.71
System Administrator	\$ 28.34	\$ 30.18	\$ 32.71
Information Technology Technologist	\$ 30.54	\$ 32.54	\$ 35.28
Custodian	\$ 21.31	\$ 23.18	\$ 25.76
General Maintenance	\$ 23.46	\$ 25.29	\$ 27.87
High School Maintenance/ Electrician	\$ 28.73	\$ 30.91	\$ 33.46
Temporary/ Casual Custodian	\$ 21.15		

* Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.

EFFECTIVE SEPT 1 2023

Classification	Year 0	Year 1	Year 2
Librarian Assistant	\$ 22.88	\$ 24.71	\$ 27.27
Office Clerk	\$ 22.88	\$ 24.71	\$ 27.27
Plant Services Secretar	\$ 24.46	\$ 26.29	\$ 28.95
Office Secretar	\$ 24.46	\$ 26.29	\$ 28.95
School Secretar	\$ 24.46	\$ 26.29	\$ 28.95
Educational Assistant	\$ 26.98	\$ 28.82	\$ 31.80
Child and Youth Workers	\$ 30.73	\$ 32.61	\$ 34.34
Accounts Receivable/Payable Clerk	\$ 30.40	\$ 31.18	\$ 33.71
Payroll Clerk	\$ 30.40	\$ 31.18	\$ 33.71
Computer Technician	\$ 27.50	\$ 29.22	\$ 31.58
Application Support Technician	\$ 29.34	\$ 31.18	\$ 33.71
System Administrator	\$ 29.34	\$ 31.18	\$ 33.71
Information Technology Technologist	\$ 31.54	\$ 33.54	\$ 36.28
Custodian	\$ 22.38	\$ 24.18	\$ 26.76
General Maintenance	\$ 24.46	\$ 26.29	\$ 28.87
High School Maintenance/ Electrician	\$ 29.73	\$ 31.91	\$ 34.34
Temporary / Casual Custodian	\$ 22.15		

* Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.

EFFECTIVE SEPT 1 2024

Classification	Year 0	Year 1	Year 2
Library Assistant	23	25.1	\$ 28.7
Office Clerk	\$ 23.8	\$ 25.1	\$ 28.7
Plant Services Secretary	25.46	\$ 27.29	\$ 29.95
Office Secretary	\$ 25.46	\$ 27.29	\$ 29.95
School Secretary	\$ 25.46	\$ 27.29	\$ 29.95
Educational Assistant	\$ 27.9	29.87	\$ 32.80
Child and Youth Workers	31.3	33.61	\$ 35.34
Accounts Receivable/Payable Clerk	31.40	\$ 32.18	\$ 34.1
Payroll Clerk	31.40	\$ 32.1	\$ 34.1
Computer Technician	\$ 28.50	30.77	\$ 32.58
Application Support Technician	30.34	32.18	\$ 34.1
System Administrator	30.34	32.18	\$ 34.1
Information Technology Technologist	\$ 32.54	34.54	\$ 37.2
Custodian	\$ 23.38	\$ 25.1	\$ 27.6
General Maintenance	\$ 25.46	\$ 27.29	\$ 29.8
High School Maintenance/ Electrician	30.3	\$ 32.91	\$ 35.34
Temporary/ Casual Custodian	23.5		

* Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.

EFFECTIVE SEPT 1 2025

Classification	Year 0	Year 1	Year 2
Library Assistant	\$ 24.88	\$ 26.71	\$ 29.27
Office Clerk	\$ 24.88	\$ 26.71	\$ 29.27
Plant Services Secretary	\$ 26.46	\$ 28.29	\$ 30.95
Office Secretary	\$ 26.46	\$ 28.29	\$ 30.95
School Secretary	\$ 26.46	\$ 28.29	\$ 30.95
Educational Assistant	\$ 28.98	\$ 30.82	\$ 33.80
Child and Youth Workers	\$ 32.73	\$ 34.61	\$ 36.34
Accounts Receivable/Payable Clerk	\$ 32.40	\$ 33.18	\$ 35.71
Payroll Clerk	\$ 32.40	\$ 33.18	\$ 35.71
Computer Technician	\$ 29.50	\$ 31.22	\$ 33.58
Application Support Technician	\$ 31.34	\$ 33.18	\$ 35.71
System Administrator	\$ 31.34	\$ 33.18	\$ 35.71
Information Technology Technologist	\$ 33.54	\$ 35.54	\$ 38.28
Custodian	\$ 24.38	\$ 26.18	\$ 28.76
General Maintenance	\$ 26.46	\$ 28.29	\$ 30.87
High School Maintenance/ Electrician	\$ 31.73	\$ 33.91	\$ 36.34
Temporary/ Casual Custodian	\$ 24.15		

* Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.

APPENDIX "B"

Applicable only to Permanent Educational Assistants and Child and Youth Workers

SENIORITY

Seniority is defined as the length of continuous service in the employment of the Board or predecessor Board, calculated from the date of last hire, as a permanent Educational Assistant or Child and Youth Worker respectively. Seniority for Child and Youth Workers shall be computed separately from Educational Assistants. A permanent employee shall not have any seniority until they have successfully completed their probationary period at which time they shall be credited with seniority back to the date of hire for all hours worked. Where two (2) or more employees commence work on the same day, preference shall be given to full time employees.

In any job posting, redundancy/layoff or recall, the most senior employee will be given preference provided they have the skill, ability and qualifications to perform the available work as required by the Employer ("qualified employee"). In determining skill, ability and qualifications, the Board shall be entitled to consider the special needs of the students, physical capabilities and suitability of the employee applicant for the students assigned to the Educational Assistant or Child and Youth Worker.

An up-to-date seniority list shall be prepared by November 15th of every year. The seniority lists shall be sent to the President of the Union electronically and posted on the designated bulletin boards. The seniority list shall be open for correction for thirty (30) days after posting.

Article 11.03 of the Collective Agreement applies with respect to loss of seniority.

Article 11.04 of the Collective Agreement applies with respect to seniority during illness.

DEFINITIONS

(i) A geographical region shall be defined as:

1. Kapuskasing
2. Cochrane/Iroquois Falls
3. Timmins
4. Kirkland Lake/Englehart
5. Englehart/New Liskeard/Cobalt
6. Moosonee

(ii) An individual will be designated as a redundant employee where there is a loss of a permanent position or a reduction in their hours of work.

PLACEMENT

It is understood there are circumstances affecting work placement that include but are not limited to a student changing school, a change in program, a change to accommodate a child's new or special need, or a change in funding. The Employer will first consider reassigning an affected employee within the school considering the available work and the needs of the students.

The Employer may place or reassign an Educational Assistant or Child and Youth Worker within the same geographical region where there is no reduction of hours for the Educational Assistant or Child and Youth Workers. Otherwise, an employee who has their hours of work reduced will be identified as redundant and is eligible to exercise bumping rights as outlined below.

REDUNDANCY

Redundant employees, if any, shall be notified with a copy to the Union before August 1 by the Employer in the event an employee is not placed or reassigned within the same geographical region. Employee(s') bumping rights will be exercised as per the following procedures.

BUMPING RIGHTS

Seniority and bumping rights shall be exercised by redundant employees in a geographical region should a position become available including having eligibility to bump into a long-term occasional assignment vacancy. Initially employees who are redundant shall be entitled to bump the most junior employee in their own geographic region.

A redundant employee shall also have the right to bump the most junior employee on a district basis if the geographical region bumping process results in the employee being unable to exercise bumping rights if the redundant employee is qualified.

Positions which remain vacant after employees have been given an opportunity to exercise bumping rights will be considered "new" positions and will be posted accordingly.

RECALL

The Employer will recall redundant employees not placed under the bumping process in order of seniority in the bargaining unit provided the employee possesses the skill, ability and qualifications to do the available work as required by the Employer. The Employer will provide the Union with a redundancy list to include the date of hire and telephone number by November 15th. The senior qualified Educational Assistant or Child and Youth Worker on the respective recall list shall have the choice of positions if there are more than one. An employee shall have the right to refuse an offer of recall. The employee shall not forfeit any rights of recall under this article for such refusal.

New employees shall not be hired until redundant employees having the necessary skill, ability and qualifications to perform the available work have been given an opportunity of recall. The Employer shall exercise this right in a reasonable manner.

Article 12.05 of the Collective Agreement applies with respect to the continuation of medical coverage.

NOTE: Educational Assistants and Child and Youth Workers are employed annually for a period of 10 months and receive notice of layoff and a record of employment for purposes of employment insurance. If employees are not placed or able to exercise bumping rights prior to the commencement of each school year, they will be placed on the recall list.

APPENDIX "C"

OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CCP) the balance of the extension period becomes unpurchasable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance, that is, expenses are not reimbursed, then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;

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

LETTER OF UNDERSTANDING – Working Alone

The parties agree to meet as soon as possible after ratification of the collective agreement and prior to the start of the 2023-24 school year to discuss measures for personal safety while working alone.

DATED THIS _____ DAY OF _____, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

LETTER OF UNDERSTANDING

Re: Student Supervision

The Board confirms an Educational Assistant's primary timetable assignment is to work with identified and/or at-risk students. However, it is also understood that an Educational Assistant's duties necessarily include support for the educational and general well-being of the student population.

The Educational Assistant's primary timetable may be supplemented by the Principal assigning scheduled supervision of students and homework clubs. In making this assignment the Principal recognizes that student supervision is also a primary responsibility of teachers who are scheduled and who will continue to be scheduled for that purpose.

The parties confirm that all employees assist and respond to safety and emergency situations including those involving students consistent with employees' legal obligations.

Supervision schedules for CUPE employees will be shared with the CUPE President or designate annually. Issues arising from the supervision schedules shall be discussed by the Joint Consultation Committee.

DATED THIS ... DAY OF , 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

LETTER OF UNDERSTANDING

Re: Community Use of School

The Board agrees that the union can discuss with the Manager of Plant issues pertaining to school facilities being utilized by outside groups for various activities. The Manager of Plant will consider whether custodial staff may be called in for such activities.

DATED THIS _____ DAY OF _____, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

LETTER OF UNDERSTANDING – Professional Development

Further to the discussion that took place during the negotiation of this agreement, the parties agree to discuss the issue of professional development for the members of this bargaining unit annually through the Joint Consultation Committee.

DATED THIS _____ DAY OF _____, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

LETTER OF UNDERSTANDING –
TRAVEL ALLOWANCE AT BISHOP BELLEAU SCHOOL

Effective the 2020-21 school year, the Board will pay permanent employees at Bishop Belleau School a travel and isolation allowance of five thousand (\$5,000) per year, payable as follows:

- one quarter (1/4) in a separate cheque on or before September 30th;
- one quarter (1/4) in a separate cheque on or before November 30th;
- one quarter (1/4) in a separate cheque on or before February 28th; and
- one quarter (1/4) in a separate cheque on or before May 30th.

Regular part time employees shall be entitled to the above travel allowance on a prorated basis.

DATED THIS _____ DAY OF _____, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

LETTER OF UNDERSTANDING - EXPERIENCE

For the life of the 2022-2026 collective agreement at the sole discretion of the Board, a newly hired permanent employee may start at a higher step of the rate grid, based on qualifications and/or experience. Such decisions by the Board shall not be subject to the grievance procedure

DATED THIS _____ DAY OF _____, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

PART B - TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - DEFINITIONS	2
ARTICLE 4 - LABOUR-MANAGEMENT NEGOTIATIONS - UNION ACTIVITY	3
ARTICLE 5 - UNION SECURITY	3
ARTICLE 6 - CHECK-OFF OF UNION DUES	3
ARTICLE 7 - MANAGEMENT RIGHTS	4
ARTICLE 8 - TERMINATION AND RENEWAL	5
ARTICLE 9 - STRIKES OR LOCK OUTS	5
ARTICLE 10 - GRIEVANCE PROCEDURES	5
ARTICLE 11 - SENIORITY	8
ARTICLE 12 - LAYOFF AND RECALL	10
ARTICLE 13 - JOB POSTING	11
ARTICLE 14 - LEAVE OF ABSENCE WITHOUT SALARY DEDUCTION	11
ARTICLE 15 - LEAVE OF ABSENCE WITHOUT SALARY	13
ARTICLE 16 - SICK LEAVE	14
ARTICLE 17 - VACATION	14
ARTICLE 18 - STATUTORY HOLIDAYS	16
ARTICLE 19 - EMPLOYEE BENEFITS	17
ARTICLE 20 - CORRESPONDENCE	18
ARTICLE 21 - HOURS OF WORK	18
ARTICLE 22 - CALL-OUT	20
ARTICLE 23 - GENERAL CONDITIONS	20
ARTICLE 24 - PRESENT CONDITIONS AND BENEFITS	21
ARTICLE 25 - RATES OF PAY	21
ARTICLE 26 - LABOUR MANAGEMENT COMMITTEE	21
ARTICLE 27 - PAY EQUITY	24
ARTICLE 28 - ADMINISTRATION OF MEDICATION	22

ARTICLE 29 - HUMAN RIGHTS CODE	22
ARTICLE 30 - MATERNITY BENEFITS/SEB PLAN	22
SIGNATURES	24
APPENDIX "A" - RATES OF PAY	25-26-27-28
APPENDIX "B" - APPLICABLE ONLY TO PERMANENT EDUCATIONAL ASSISTANTS	29
APPENDIX "C" - OMERS CONTRIBUTORY EARNINGS	31
LETTER OF UNDERSTANDING - Letter of Agreement Regarding Contracting Out	33
LETTER OF UNDERSTANDING - Working Alone	34
LETTER OF UNDERSTANDING - Student Supervision	35
LETTER OF UNDERSTANDING - Community Use of School	36
LETTER OF UNDERSTANDING - Use of Vacation Days	37
LETTER OF UNDERSTANDING - Professional Development	38
LETTER OF UNDERSTANDING - Casua Seniority	39
LETTER OF UNDERSTANDING - Travel Allowance at Bishop Belleau School	40
LETTER OF UNDERSTANDING - Experience	41

ARTICLE 1 - PREAMBLE

- 1.01 Whereas it is the desire of both parties to this collective agreement:
- 1.01.1 To maintain the existing harmonious relations between the Employer and the Union; and
 - 1.01.2 To recognize the mutual value of joint discussions in all matters referred to in this collective agreement; and
 - 1.01.3 To provide for the prompt and fair disposition of grievances; and,
 - 1.01.4 To encourage efficiency in the operation of our schools; and
- 1.02 Whereas it is firmly held that educational services should be based on sound principles of a Christian and Catholic character; and
- 1.03 Whereas it is desirable that the terms and conditions of employment be drawn up in a collective agreement.

Now, therefore, the parties agree as follows:

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees (C.U.P.E.) as the Bargaining Agent for all office, technical, clerical, custodial, educational assistants, child and youth workers, employees working in facilities owned or operated by the employer and engaged in plant operations and routine maintenance services, save and except Secretaries to the Offices of the Director of Education, Finance, Human Resources, and Superintendent of Education, students employed in a co-op capacity or during the school vacation period, lunchroom attendants, para-professionals and persons at or above the rank of coordinators and managers.
- 2.02 Persons in the Board's employ, 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 instruction, experimenting, supervision and assistance with lunchroom supervision, or in emergencies when regular employees are not available.
- 2.03 No employee 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 Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect to any matters herein dealt with.

ARTICLE 3 - DEFINITIONS

- 3.01 Except as specifically provided herein, the words and phrases used in this Collective Agreement shall be ascribed the meaning provided for in the *Ontario Labour Relations Act, 2014* as amended from time to time, and shall be interpreted consistently with the provisions of the said Statutes and Regulations.
- 3.02 For the purpose of this collective agreement the following definitions shall apply:
- 3.02.1 "Probationary employee" is defined as one newly hired under clause 11 to fill a permanently scheduled vacant position. Employees will be on probation and will not be placed on the seniority list until after they have served ninety (90) working days in a permanently scheduled vacant position. Upon successfully completing ninety (90) working days of service, seniority shall be effective from the original date of last hire.
- 3.02.2 "Permanent employee" is defined as one who fills a permanently scheduled position and has successfully completed the ninety (90) working days (equivalent to a maximum of 630 hours for clerical staff and 720 hours for custodial staff) probationary period.
- 3.02.3 "Full-time employee" is defined as a probationary and/or a permanent employee who is normally working in excess of seventeen and one-half (17.5) hours per week for clerical staff and educational assistants and 24 hours per week for custodial staff and child and youth workers.
- 3.02.4 "Part-time employee" is defined as a probationary and/or a permanent employee who is normally working seventeen and one-half (17.5) hours or less per week for clerical staff and educational assistants and 24 hours per week or less for custodial staff and child and youth workers.
- 3.02.5 "Casual or temporary employee" is defined as one hired to fill a temporary scheduled position, to replace a probationary and/or a permanent employee while on short or long-term leave, resulting from sickness, accident and/or leave of absence. A casual or temporary employee shall be entitled to seniority as per the provisions of the Letter of Understanding – Casual Seniority. The employee will be paid the designated rate of pay for their assignment and will only be eligible for vacation pay and statutory holiday pay in accordance with the *Employment Standards Act, 2000*. A casual or temporary employee is not eligible for any benefits or payment in lieu of benefits except as may be required by statute.

ARTICLE 4 - LABOUR-MANAGEMENT NEGOTIATIONS - UNION ACTIVITY

4.01 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 when dealing or negotiating with the Employer. The Employer shall have the right to have administration and counsel present at all meetings.

4.02 Bargaining Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Bargaining Committee, consisting of up to eight (8) representatives of the Employer and the Union acknowledges the right of the Employer to appoint a Bargaining Committee consisting of up to eight (8) representatives of the Employer for negotiations. The Union will advise the Employer of the names of the members of the Union Bargaining Committee. The Employer shall advise the Union of the names of their Bargaining Committee members.

4.03 Time Off for Meetings

Any representative of the Union on this Committee who is in the employ of the Employer shall have the privilege of attending meetings of the joint Bargaining Committee held within working hours, where the Employer has scheduled such meeting, without loss of remuneration. Any employee who has been present during a negotiation meeting shall not be required to make any hours scheduled for that day.

ARTICLE 5 - UNION SECURITY

5.01 All employees of the Bargaining Unit, 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. All future employees of the Bargaining Unit shall, as a condition of continued employment, become members in good standing in the Union on commencement of employment with the Employer.

5.02 Notwithstanding anything contained in this Article, the Employer shall not be required to discharge any employee to whom membership in the union has been denied.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The Employer 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 them 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 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made indicating total wages earned.

- 6.03 The Board shall provide the Union with an electronic contact list of all employees in the bargaining unit by October 15, December 15, February 15 and April 15. The contact list will include:
- a. address
 - b. up to two telephone or cell numbers
 - c. work email address and where available a personal email address

A separate list will be provided for casual/temporary CUPE employees. Location of work and Position will be included for Permanent Employees.

- 6.04 The Union shall indemnify and save the Employer harmless from any claims, suits, judgments, and from any form of liability, as a result of deductions authorized by the Union.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union recognizes and acknowledges that the management of the Board and the direction of the working forces are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

7.01.1 Maintain order, discipline and efficiency

7.01.2 To hire, promote, demote, classify, transfer and retire employees. To assign employees to shifts and other hours of work. To discipline or discharge employees who have successfully completed their probationary period for just cause, and to discipline or discharge any probationary employee for any reason satisfactory to the Employer.

7.01.3 To make, enforce and alter, from time to time, reasonable rules and regulations to be observed by employees provided such rules do not conflict with the provisions of this collective agreement unless the conflict constitutes a legislated requirement on the employer.

7.01.4 To determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of position descriptions, the assigning of jobs, the number of employees to be employed, the extension, limitation, curtailment or cessation of operation or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the employer except as specifically limited by the express provisions of this Collective Agreement.

7.01.5 The employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the Union agrees that the express provisions of the Agreement constitute the only limitation upon the employer's rights.

ARTICLE 8 - TERMINATION AND RENEWAL

8.01 The Agreement shall be in effect from September 1, 2022, and shall remain in effect until August 31, 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.

ARTICLE 9 - STRIKES OR LOCK-OUTS

9.01 There shall be no strike or lock-out during the term of this agreement or of any renewal of the agreement except as specified in the *Ontario Labour Relations Act, 1995*.

9.02 For the purpose of Article 9.01, "strike" and "lock-out" have the same meaning as under the *Ontario Labour Relations Act, 1995* as interpreted by the Ontario Labour Relations Board.

ARTICLE 10 - GRIEVANCE PROCEDURES

10.01 Intent and Definition of Grievance

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, or alleged contravention of this Agreement, including any questions as to whether a matter is arbitrable.

10.02 Informal Stage

(a) Any dispute to be recognized as a grievance must first be discussed by the Employee with the School Principal or Supervisor within five (5) working days of the event or circumstances giving rise to the complaint and be approved by the Union as a grievance. The Employee shall have the right to Union representation for such meetings with the Principal or immediate Supervisor. If the Employee is unable to resolve the dispute within two (2) working days of informal discussions, the Union may file a formal grievance at Step One. A Grievance shall not exist unless this informal procedure has been exhausted.

(b) A grievance may be lodged at Step One by the Employee or the Union or by the Employer respecting a dispute between the parties should the issue not be resolved by informal discussion.

10.03 Step One

If the dispute is not deemed settled on the basis of the informal discussions as set out above, the Employee or the Union shall submit a formal grievance notice in writing within five (5) working days of the expiration of the two (2) working days referred to in Article 10.02, to the Manager of Human Resources or designate, in writing, that a grievance meeting is requested. The grievance signed by the Employee shall contain the complete grievance, list all clauses alleged to have been violated by specific number, and the settlement requested.

The Manager of Human Resources or designate and other persons that the Manager of Human Resources deems appropriate, will arrange to hear the grievance from the grievor(s) accompanied by a steward or designate, within five (5) working days of receipt of the notice. The Manager of Human Resources shall provide a written answer within five (5) working days following the meeting.

10.04 Step Two

a) If the grievance is not deemed settled on the basis of the answer given in Step One, the Employee or the Union shall, within five (5) working days of the receipt of the answer given in Step One, notify the Superintendent of Education or designate in writing, that a grievance meeting is requested. The Superintendent of Education or designate and other persons that the Superintendent of Education or designate deems appropriate, will arrange to hear the grievance from the grievor(s) accompanied by a steward or designate, within five (5) working days of receipt of the notice. The Manager of Human Resources or designate, shall provide a written answer within five (5) working days following a meeting of the Board.

b) Discharge Cases

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.

Arbitration

10.05 Step Three

If the grievance is not deemed settled on the basis of the answer given in Step Two, the Union shall, within ten (10) working days of the receipt of the answer given in Step Two, notify the Manager of Human Resources, in writing, of its desire to submit the grievance to arbitration. The Parties may by mutual consent agree to submit the grievance to a single arbitrator or to an arbitration board as follows. The notice shall contain the name and address of the Union's appointee to an arbitration board. The Manager of Human Resources or designate shall, within ten (10) working days inform the Union of the Employer's appointee to the arbitration board. The two appointees shall within ten (10) working days or such longer times as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chair within the time limit, either the Union or the Manager of Human Resources or designate may request the appointment of a chair by the Minister of Labour.

10.06 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

10.07 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs. The decision of the arbitration board shall be final and binding and enforceable on the Parties.

10.08 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

10.09 Each Party shall bear the fee and/or expense of its appointee to the arbitration board and any fees and/or expenses of the chair shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

10.10 Policy Grievance

Either the Employer or the Union shall have the right to file a policy grievance against the other based on a difference directly between them arising out of the interpretation or claimed violation of this agreement. All such grievances must be in writing, signed by the filing party and presented to the other party within twenty (20) working days of the occurrence of the circumstances giving rise to the grievance. A policy grievance shall be filed at Step One and shall apply with the necessary modifications where a grievance is initiated by the Employer

10.11 Group Grievance

Where an issue relating to the interpretation, application or alleged violation of the collective agreement directly affect more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by a Union Representative. A group grievance shall be filed at Step One of the grievance procedure within ten (10) working days of the occurrence of the circumstances giving rise to the grievance.

10.12 Time Limits

All the time limits fixed herein for the grievance procedure may be altered only upon the mutual consent of the Parties. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the mutual consent of the Parties.

10.13 Time Off for Meetings

It is understood that the Union representative will be paid for time away from work to deal with the grievance but will not be paid overtime when requested by the Employer to attend a meeting during regular hours to resolve the grievance.

At Step One, the Union Steward or designate and the grievor will meet with the Principal or appropriate Supervisor. The Principal or appropriate Supervisor will determine the location of the meeting and advise the grievor.

At Step Two, the Union President, and/or Vice-President, and/or Steward (maximum two out of three) and the grievor will meet with the Manager of Human Resources or designate. The Manager of Human Resources or designate, will determine the location of the meeting and advise the grievor.

Note: Employees who are requested by the Employer to attend a grievance meeting outside of their normal work location and that is in excess of four (4) hours, including travel time to and from the meeting, may not be required to work their regular shift that day as determined by the employer. The employee will be paid for their regular hours but will not be paid overtime.

Stewards

The Union and the Employer acknowledge that stewards have regular duties to perform as employees of the Employer and that such employees shall not leave their regular duties for the purpose of presenting or discussing grievances or for the purpose of conducting any business on behalf of the Union without first obtaining permission from the appropriate Supervisor and notifying the Principal or their designate where applicable.

10.14 Single Arbitrator

It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Article 10.05 rather than an Arbitration Board. In the event the Parties are unable to agree upon a single arbitrator, having previously mutually agreed to proceed to a single arbitrator, the parties may request the Minister of Labour to make the appointment.

ARTICLE 11- SENIORITY

(NOT APPLICABLE TO EDUCATIONAL ASSISTANTS / CHILD AND YOUTH WORKERS - SEE APPENDIX B)

11.01 Seniority shall mean the length of continuous employment in a permanent position in the bargaining unit since the date of last hire with the Board or a predecessor Board as a result of Bill 104. An employee in a permanent position shall not have any seniority until they have successfully completed their probationary period at which time, they shall be credited with seniority back to the date of last hire for all hours worked. Seniority will be backdated to account for any hours worked by a temporary employee in a long-term occasional position in the same classification in the twelve-month period preceding their appointment to the permanent posted position. Seniority shall be used in determining preference or priority for promotion, demotion, lay-off, reduction of hours and recall, as set out in other provisions of this Agreement, provided the employee has the necessary skill, ability and qualifications, as determined by the employer to do the available work. Seniority shall operate on a bargaining unit-wide basis.

11.02 Establishment of initial seniority lists

The employer shall prepare three seniority lists (custodia., clerica., educational assistant) showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be given to full-time employees. An up-to-date seniority list shall be prepared by November 15th and May 30th of every year. The seniority lists shall be sent to the President of the Union electronically and posted on all bulletin boards. The seniority list shall be open for correction for thirty (30) days after distribution to the Union and posting.

Staff on each of the lists will therefore be considered independently from one another within the bargaining unit and will have no rights to positions other than vacancies for which they have the necessary skill, ability and qualifications, as determined by the employer, to do the available work.

11.03 Loss of Seniority

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

- 1) The employee is discharged from the employ of the board and the decision is not reversed as a result of the grievance procedure.
- 2) The employee resigns.
- 3) 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 for more than five (5) consecutive days unless a reason which is satisfactory to the Board is given.
- 4) The employee has been laid off continuously for a period in excess of length of seniority since date of last hiring or eighteen (18) consecutive months, whichever is shorter; however, an employee with five (5) or more years of seniority, shall be retained on the recall list for a period of three (3) years.
- 5) 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 sent the 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 Employer informed of their address.

11.04 Seniority During Illness

An employee who is off work due to illness and qualifies for long-term disability benefits, will accrue seniority, for the period of absence. Permanent employees who work in excess of twenty-four (24) hours per week shall be terminated upon the expiration of a two-year own-occupation condition under the Long-Term Disability Plan. The Board will exercise reasonableness in the determination of possible extenuating circumstances for any extension beyond twenty-four (24) months.

ARTICLE 12 - LAY-OFF AND RECALL

(NOT APPLICABLE TO EDUCATIONAL ASSISTANTS / CHILD AND YOUTH WORKERS - SEE APPENDIX B)

12 01 Role of Seniority

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, the person laid-off shall be the person with the least seniority in the appropriate job classification and shall be recalled in the order of their seniority provided the employee has the necessary skill, ability and qualifications, as determined by the employer. In the event of a lay-off, it is agreed that employees working less than full-time shall be laid-off before employees working full-time are laid-off.
- b) New employees shall not be hired until those laid off have been given an opportunity of recall, provided the employee has the necessary skill, ability and qualifications, as determined by the employer, to do the available work. The employer shall exercise this right in a reasonable manner.
- c) The employer will call redundant employees in order of seniority in the bargaining unit. The employer will provide the union with a redundancy list to include date of hire and telephone number by November 15th.

12 02 Definition of Lay-off

A lay-off shall be defined as a reduction in hours. An employee who has had their hours of work reduced, shall have bumping rights and procedures as outlined below.

12.03 Notice of Lay-off

The Employer shall notify, in writing, the employees with three (3) months or more of seniority who are to be laid-off, twenty (20) calendar days before the lay-off is to be effective. Such employee laid-off who has not had the opportunity to work twenty (20) calendar days after notice of lay-off, shall be paid in lieu of such work for that part of the twenty (20) calendar days during which work was not made available.

12.04 Lay-off and Recall

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

Positions to be eliminated shall be identified: Position and Geographical Division.

An employee who has had a reduction in hours, may bump any employee in the same classification, with the least seniority:

- 1st: by Geographical division (Temiskaming Shores, Cobalt and Englehart, Kirkland Lake and Englehart, Timmins, Cochrane/Iroquois Falls, Kapuskasing, Moosonee).
- 2nd : bargaining unit-wide

provided the employee has the necessary skill, ability and qualifications, as determined by the employer, to do the available work.

12.05 Continuation of LTD Coverage

In the case of ten (10) month employees who are laid-off for the school break in the summer, the Employer will continue to contribute during the summer toward their Long-Term Disability premium, upon prepayment of the employee's share of the said benefit costs and subject to approval of the insurance company.

12.06 The Board shall abide by the *Employment Standards Act, 2000 (ESA)* as amended in regards to severance pay.

ARTICLE 13 - JOB POSTING

13.01 When a new position is created or when a permanently scheduled vacancy occurs in a position forming part of this collective agreement, the position shall be posted in the schools so that employees of the bargaining unit may apply for such position.

13.02 A vacancy is defined as a position being vacant as a result of the resignation, retirement, death or promotion of an employee where the Employer intends to fill the position.

13.03 Notwithstanding 13.02, any employee absence in excess of three (3) months, will require to be posted. When an employee temporarily replaces another employee who is on leave for a specific period of time, at the end of that time, the replacing employee shall be returned to the position they formerly held, if applicable.

13.04 A notice of any vacancy forming part of this Collective Agreement shall be posted in each school and Board Office and may be advertised externally, concurrently or subsequent to the posting. Qualified internal applicants will have priority over qualified outside applicants for the filling of vacant positions. This notice shall remain on the bulletin boards for a period of not less than five (5) school days. Any other vacancy created as a result of posting a temporary position will be posted, however, the Employer is not required to post any subsequent vacancy created. Each vacancy shall be filled within twenty (20) school days where the Board intends to fill the vacancy. The Employer reserves the right to fill the subsequent vacancy created through transfers or through the assignment of newly hired staff.

During the Christmas or summer break, vacancies shall be posted by electronic means on the Board website for a period of not less than ten (10) calendar days. Notwithstanding, the posting period shall be reduced to 5 calendar days during the two-week period prior to the first day of school.

13.05 If the position is not filled after the application above, the position may be filled through the assignment of newly hired staff.

13.06 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 Trial Period

An employee who is appointed to another position will be placed on a trial period of two (2) months. Conditional on satisfactory performance, the employee shall be granted the position after the period of two (2) months. For clarity, the trial period does not apply to a change in assignment, location or hours where the employee remains in the same classification.

When an employee during the trial period proves unsatisfactory in the position, or the employee decides to return to their former position, 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.

13.08 Information on Postings

Job posting notices shall contain the following information: nature of position, location of school or Board Office, required qualifications, hours of work and wages as per the collective agreement. Postings for permanent positions at Bishop Belleau School in Moosonee will also reference the Travel Allowance where applicable.

ARTICLE 14 - LEAVE OF ABSENCE WITHOUT SALARY DEDUCTION

14.01 Bereavement Leave

All permanent full-time employees shall be granted five (5) working days leave, without loss of salary to attend the funeral of a spouse, parent, child, step-child, sibling, child-in-law, grandchildren, grandparent, step-parent, and parent-in-law.

All permanent full-time employees shall be granted three (3) working days leave, without loss of salary, to attend the funeral of a sibling-in-law or sibling's child.

All permanent full-time employees shall be granted one (1) working day leave without loss of salary to attend the funeral of a relative not mentioned above or a close personal friend.

14.02 Jury Duty

The Employer shall pay an employee who is required to serve as a Juror or a Court Witness the difference of their normal earnings in the payment they receive for jury duty service or court witness. The employee will present proof of service and the amount of pay received. An employee's earnings will not be interrupted while on jury duty; however, this employee must turn over their jury duty service or court witness pay to the Employer.

14.03 Union Meeting

The Board agrees to release two (2) members of the Union to attend Provincial, Regional or National Union meetings. The Union agrees to reimburse the Employer for the costs to replace each member. This leave of absence shall be requested at least one month prior to the meeting date, and shall not exceed five (5) days in total per meeting.

14.04 Exam Leave

Employees who request time off to write an exam during working hours, will be released from work with pay. This Leave of Absence shall be requested at least one (1) month prior to the exam date, and shall not exceed two (2) days in total per year. The employee will provide proof to the Employer that time off to write the exam is required during working hours.

14.05 An employee shall be granted a leave of absence with pay to a maximum of two (2) days per school year, for one of the following reasons where prior approval, where possible, is given by the Manager of Human Resources or designate:

14.05.1 Serious illness or accident requiring medical attention for the spouse and the children or the parent of the employee. A serious illness shall be considered one involving major surgery as certified by a doctor or one in which concern is expressed by a doctor for the life of the patient.

14.05.2 Major surgery requiring confinement of up to three (3) days in hospital occurring for the spouse, child or parent of the employee

14.05.3 Accompany a spouse, child or parent, to keep an appointment with a medical/dental specialist provided proof, where possible, is submitted prior to the appointment, that the patient has been referred for treatment and provided the spouse, child or parent, requires someone to accompany them.

14.05.4 When their spouse has given birth to a child or adopts a child.

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT SALARY

15.01 General Leave

1) The Board shall grant a leave of absence without pay and without loss of seniority for up to one (1) year to any employee requesting such leave for good and sufficient cause providing the efficiency of the operation is not affected. Such request is to be in writing and is subject to Board approval. An employee shall not receive 'Years of Service' during the general leave in excess of sixty (60) days.

2) An application for leave of absence without pay must be submitted to the Manager of Human Resources or designate, at least three (3) months prior to the commencement of the leave. Any request that could not meet the three (3) month notice period due to extenuating circumstances shall be by mutual consent of the parties.

- 3) An employee on leave of absence without pay must notify the Employer at least one (1) month prior to the termination of the leave if the employee is not going to return to their position.

15.02 Maternity/Parental/Adoption Leave

The employer shall grant a maternity/parental/adoption leave of absence without pay to an employee on permanent staff as per the terms of the *Employment Standards Act, 2000*.

15.03 Union Officer Leave

Where an employee in the bargaining unit is elected or appointed as a union officer (executive member) of the Local, **Ontario School Board Council of Unions, CUPE Ontario or CUPE National**, such an employee may submit a request for an unpaid leave of absence for official union business for a predetermined period of time to the Manager of Human Resources or designate. The Union may request that the Board administer the pay, benefit or sick leave arrangements for the employee related to the leave, provided the Union reimburses the Board for all salary and benefits involved. The employee will accumulate seniority during a Union Officer Leave.

- 15.04 An unpaid leave of absence shall be granted to an employee in accordance with the provisions of the *Employment Standards Act, 2000* as amended.

ARTICLE 16 - SICK LEAVE

- 16.01 An employee who is absent from duty on account of sickness may be required to have their claim supported by a medical doctor's certificate. In all cases, employees shall furnish, whenever requested by the Manager of Human Resources or designate, a medical doctor's certificate to support their claim. The Employer shall have the right to have the employee examined by a doctor selected by the Employer at its expense. The Employer also reserves the right to require a medical doctor's certificate to ascertain that the employee is fit to return to work. The employer will be responsible for the cost of the medical certificate.

ARTICLE 17 – VACATION

- 17.01 a) All permanent employees shall be entitled to vacation or vacation pay as outlined in the grid below.
- b) All other employees will receive percentage in lieu of as outlined below.

Length of continuous service as of June 30	Length of vacation	Percentage in Lieu
Less than 1 year	As per Employment Standards Act	

1 year but less than 3 years	10 days (2 weeks)	4%
3 years but less than 7 years	15 days (3 weeks)	6%
More than 7 years, but less than 15 years	20 days (4 weeks)	8%
More than 15 years, but less than 25 years	25 days (5 weeks)	10%
More than 25 years	30 days (6 weeks)	12%

It is understood that for the purpose of Article 17 – Vacation, all permanent full-time and part-time Child and Youth Workers shall be entitled to vacation pay as a percentage in lieu as opposed to vacation days as per the chart in Article 17.

- 17.02 Earned vacation shall not be carried over from one year to the next. Any vacation not taken by a ten (10) month employee by August 31st, shall be paid out on or prior to the last pay in May on a separate pay deposit
- 17.03 An employee receiving Long-Term Disability or an employee who has been affected by a lay-off as per Article 12 or granted a leave of absence without pay, shall have their vacation pro-rated in accordance to time taken away from active work.
- 17.04 Vacation entitlement shall be pro-rated from the date of hire and to the date of resignation/retirement. It shall also be prorated to the employee's full-time equivalency. The vacation year shall commence September 1 and terminate on August 31 of the following year.
- 17.05 Employee requests for vacation shall be made in writing prior to May 1st of the vacation year. In the event of conflict in vacation times, the employee with the greatest seniority shall be given preference.
- 17.06 a) The vacation for custodial /maintenance staff shall be during the summer recess in July and August of each year for full-time and part-time staff except those employees who qualify for more than three (3) weeks may take the balance of vacation upon approval of the Manager of Plant in consultation with the School Principal. All vacation requests must be mutually agreed upon between the employee and the employer.
- b) All other employees will be given the option of taking vacation only during the period of the Christmas break, Winter break, and the Summer break or on days when classes are not in session. Notwithstanding, the Board may designate three (3) professional activity days where requests for vacation time will not be approved.

- c) For 12-month employees (excluding custodial/maintenance staff), if the total vacation entitlement cannot be satisfied during scheduled breaks in the year, employees will take the remaining vacation time on days subject to the approval of the Manager of Human Resources provided it does not interfere with the operation of the Board. Employee will submit their vacation request to the appropriate Manager by May 15 of each year.
- d) All temporary employees shall receive vacation pay as per the ESA, to be paid on a bi-weekly basis.
- e) In addition to these provisions, all eligible Bishop Belleau School employees will be given the option of taking vacation during Hunt Break.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 All permanent employees are entitled to the following statutory holidays without reduction in pay provided that such holidays fall on a regular working day. In the event, a new statutory holiday is proclaimed by the Federal or Provincial Government, the parties agree that January 2nd identified below as a statutory holiday will be eliminated.

The statutory holidays are as follows:

New Year's Day

January 2nd - in recognition of the National Day for Truth and Reconciliation

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday (First Monday in August)

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Half (½) a normal working day on the afternoon of Christmas Eve Day

Half (½) a normal working day on the afternoon of New Year's Eve Day

In the event that the National Day for Truth and Reconciliation is ever recognized as a provincial public holiday to be observed on September 30, January 2 will be eliminated as a statutory holiday as per Article 18 of the collective agreement.

One (1) personal leave day in addition to the public holidays stated above to be taken at a time mutually agreed upon between the employee and the employer.

18.02 It is understood and agreed that whenever any of the above listed holidays falls on a Saturday, Sunday, or a non-working day, then the employer shall designate some other day as a holiday at a time mutually agreed upon between the Union and the Employer. Such day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the public holiday.

- 18.03 To be eligible for pay for any of the recognized holidays, the employee shall work the scheduled shifts immediately prior to or subsequent thereto, unless excused under provisions of Articles 16.02, 14.01, 14.02, 14.03, 14.04 and 14.05.
- 18.04 Permanent employees who work seventeen and one-half (17.5) hours per week or less for thirty (30) and thirty-five (35) hour per week employees and twenty-four (24) hours per week or less for forty (40) hour per week employees will receive statutory holiday pay and a personal day prorated to their regular work schedule for such day.

ARTICLE 19 - EMPLOYEE BENEFITS

- 19.01 An employee Long-Term Disability benefit plan for permanent full-time employees working in excess of seventeen and one-half (17.5) hours per week for thirty (30) and thirty-five (35) hour per week employees and twenty-four (24) hours per week for forty (40) hour per week employees will be in effect with the Employer contribution to premiums to be as stated:

Long-Term Disability	90%
----------------------	-----

- 19.02 The Board shall pay the required percentage (90%) of the annual cost of the premium. The Board shall have the right to amend the Long-Term Disability benefit policy from time to time provided the coverage is comparable. The Union shall be provided with a copy of the amendments.

Article 19.02 (Employee Benefits) of the collective agreement with CUPE Local 4681 shall not apply to Child and Youth Workers. In lieu, the following provisions shall apply to Child and Youth Workers:

- 19.02 (CYW) The Board shall pay the required percentage of the annual cost of the premium (90%). The Board shall have the right to amend the Long-Term Disability benefit policy from time to time provided the coverage is comparable. The Union shall be provided with a copy of the amendments. It is understood that the Board is not the insurer. Any dispute concerning eligibility and entitlement is solely between the employee and the insurer.

19.03 O.M.E.R.S. Pension Plan

- All permanent employees who work in excess of seven hundred (700) hours per year, shall be enrolled in the Ontario Municipal Employees Retirement Pension Plan (O.M.E.R.S.) upon employment with the Board.
- Employees who have worked seven hundred (700) hours per year or earn at least thirty-five percent (35%) of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan shall be given the option of enrolling in the Plan. Effective January 1, 2023, all non-full-time employees will be eligible to join OMERS as per the requirements of the OMERS Primary Plan Change approved by the OMERS Sponsors Corporation, in accordance with the requirements of the *Pension Benefits Act*.

c) Each enrolled employee shall contribute to the plan based on the formula established by the Plan. The Employer shall contribute an equal amount as per the Statutes and Regulations.

19.04 In lieu of all the above benefits, jury pay, bereavement pay, compassionate pay, permanent employees who work seventeen and one half (17.5) hours per week or less for thirty (30) and thirty-five (35) hour per week employees and twenty four (24) hours per week or less for forty (40) hour per week employees, shall be paid an additional three point one percent (3.1%) for each regularly scheduled hour of work. Overtime hours shall not be included in the calculation of the premium

19.05 The Employer shall administer the Long-Term Disability Plan. The plan shall be compulsory for all employees. Notwithstanding the terms of the policy, the Employer shall not pay salary deducted from sick leave credits to an employee who is eligible to receive Long-Term Disability Benefits. The waiting period shall not exceed ninety (90) calendar days.

19.06 The Employer shall not be required to remit to individual employees the Employment Insurance Rebate for the term of the agreement.

19.07 It is understood that all benefits term date at age 65 or date of retirement if earlier. The terms of the insurance contracts will prevail at all times.

ARTICLE 20 - CORRESPONDENCE

20.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Manager of Human Resources or designate and the President of the Union.

20.02 Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties so require.

20.03 The Employer agrees to bear the expense of printing the Collective Agreement.

20.04 The Union President shall be notified of all postings, appointments, hiring's, lay-offs, re-hiring, and terminations of employment.

20.05 The Employer shall provide all current and new employees with a copy of the current Collective Agreement.

ARTICLE 21 - HOURS OF WORK

21.01 a) The normal hours of work for 1.0 full-time equivalent secretarial, clerical and technical staff, shall be thirty-five (35) hours per week and shall consist of five (5) consecutive days of seven (7) hours per day Monday to Friday.

- b) The normal hours of work for 1.0 full-time equivalent educational assistants, shall be thirty (30) hours per week and shall consist of five (5) consecutive days of six (6) hours per day Monday to Friday.

The normal hours of work for 1.0 full-time equivalent educational assistants at Bishop Belleau School in Moosonee shall be thirty-two and a half (32.5) hours per week and shall consist of five consecutive days of six and a half (6.5) hours per day Monday to Friday.

The regular work year for educational assistants will be 194 days.

- c) The normal hours of work for 1.0 full-time equivalent library assistants shall be thirty-five (35) hours per week and shall consist of five (5) consecutive days of seven (7) hours per day Monday to Friday.
- d) The normal hours of work for 1.0 full-time equivalent custodial and maintenance staff shall be forty (40) hours per week and shall consist of five (5) consecutive days of eight (8) hours per day, Monday to Friday. Where the hours of work are split (commonly known as split shift), the working hours shall not commence before 6:00 a.m. and must be scheduled within an eleven (11) hour period. Where an employee is required to perform duties at more than one school, the number of hours for a split shift may exceed eleven (11) hours.
- e) The normal hours of work for Child and Youth Workers shall be thirty-five (35) hours per week Monday to Friday.
- f) The Board agrees to provide school Secretaries with five (5) additional working days to assist at the start-up or closing of school year. Additional days may be granted upon approval of the Manager of Human Resources.
- g) Nothing in this agreement shall be considered to be a guarantee of work, or hours of work per day or per week, or of working schedules.
- h) During the Christmas Break, March Break and Summer Break where classes are not in session, the Manager Plant will consider requests from employees who work less than three (3) hours per day to condense their work week.

21.02 The number of hours of work assigned to each employee will be as required by the Employer. A permanent employee shall be notified at least two (2) weeks in advance to changes in the hours and days of work.

21.03 a) All time worked for forty (40) hour a week employees beyond eight (8) hours per day or forty (40) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.

b) All time worked for thirty-five (35) hour a week employees beyond seven (7) hours per day or thirty-five (35) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.

- c) All time worked for thirty (30) hour a week employees beyond six (6) hours per day or thirty (30) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.
- d) Subject to approval, employees may bank overtime at a rate of time and a half (1 1/2) paid for each hour worked in lieu of monies. Banked overtime shall accumulate up to a maximum of forty (40) hours or one regular work week, whichever is less and must be scheduled annually by May 1 at a mutually agreed upon time by the Manager of Plant and the Employee or it will be paid out annually by June 30 for 10-month employees or annually by August 15 for 12-month employees. In exceptional or unforeseen circumstances, lieu time may be carried over to the next school year upon approval of the Manager of Plant. The Board reserves the right to exercise management rights in regards to lieu time banked.

21.04 There shall be no scheduled overtime worked in any operation while there are employees on lay-off in the same or similar type of operation and who are qualified to perform the available work, provided such employees are accessible and available at the time required.

21.05 All employees who work in excess of five (5) hours per day shall be permitted an uninterrupted lunch break at least 30 minutes per day

21.06 Weekend Holiday School Checks

Where a custodian is required to do weekend/holiday school checks, they shall receive (3) hours at straight time per school check.

21.07 Full-time employees will be provided with coffee breaks, twice in a working day (one in the a.m. and one in the p.m.), each not exceeding fifteen (15) minutes duration. Part-time employees who work (3) hours or more will receive a fifteen (15) minute coffee break.

21.08 The Manager of Plant will consider requests from permanent full-time twelve (12) month custodians who request to be assigned ten (10) hour shifts during the summer holidays. Such requests shall not be unreasonably denied. If granted, it is agreed that applicable benefits (ie. sick bank) will be prorated accordingly.

ARTICLE 22 - CALL-OUT

22.01 Employees who are called out and are required to work in an emergency outside of their regular hours shall be paid for a minimum of three (3) hours or time and one-half (1 1/2) for the hours worked whichever is the greater. The provisions of article 21.03 d) apply to all banked lieu time.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Boards

The Employer shall provide bulletin boards in all shops and staff rooms, upon which the Union shall have the right to post appropriate notices of meetings and such other notices as may be of interest to the employees.

23.02 Any letter of reprimand, suspension or any other disciplinary action will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other disciplinary action, provided that the employee's record has been discipline free for a twenty-four (24) month period and provided that the incident did not involve inappropriate interactions with children.

ARTICLE 24 - PRESENT CONDITIONS AND BENEFITS

24.01 Rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer and only as listed hereunder shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

24.02 Uniforms

The Employer agrees to pay for and provide the Custodial staff with uniforms in accordance with Board policy.

24.03 Any safety equipment required by the employer shall be made available to applicable employees for their use at no cost. Required safety equipment provided by the Employer will be appropriate and adequate and must be used by the employee.

ARTICLE 25 - RATES OF PAY

25.01 A schedule setting forth the rates of pay of classifications shall be attached hereto and made part of this Collective Agreement. The schedule shall be known as "Appendix A" and shall remain in effect during the term of this agreement.

25.02 Employees who are required to work what is known as the afternoon shift as a complete shift, will receive a shift differential as follows:

Effective September 1, 2019	0.59 per hour
Effective September 1, 2020	0.60 per hour
Effective September 1, 2021	0.61 per hour

25.03 Exchange of hours amongst custodial staff is permissible on the approval of the Manager of Plant.

ARTICLE 26 – LABOUR MANAGEMENT COMMITTEE

- 26.01 The parties shall establish a Joint Committee to discuss specific issues non-related to negotiations. Such a committee will be established for the period 2022-2026. It will consist of three (3) representatives from the Union and three (3) representatives of the Employer.
- 26.02 The number of meetings shall be set by mutual consent. A schedule of meetings shall be set by September 30 of each school year

ARTICLE 27 - PAY EQUITY

- 27.01 Both parties agree that the provisions of this Collective Agreement are in compliance with the Pay Equity Act namely that pay equity has been achieved and is maintained in accordance with subsections 7(1) and 7 (2) of the Pay Equity Act. The parties agree to meet prior to the end of the 2022-2023 school year for the purpose of maintaining Pay Equity through the Joint Pay Equity Committee and thereafter as required

ARTICLE 28 – ADMINISTRATION OF MEDICATION

- 28.01 The administration of medication to students will be carried out in accordance with the provisions of The Ministry of Education - Policy/Program Memorandum No. 81, Provision of Health Support Services in School Settings as amended from time to time and the Northeastern Catholic District School Board Administrative Procedure APE012. No employee shall be required to carry out such duties without first receiving appropriate instruction or training.
- 28.02 The Board will endeavour to amend administrative procedure APE012 to reflect that the core responsibility for the administration of medication to students will be that of the Principal, Vice-Principal or designate. It is understood that in extenuating circumstances, other employees may be required to administer medication as per the procedures.

ARTICLE 29 – HUMAN RIGHTS CODE

- 29.01 In compliance with the Ontario Human Rights Code, as amended, the parties hereto agree that there will be no discrimination against any employee covered by this agreement on the grounds enumerated in the Code.

ARTICLE 30 – MATERNITY BENEFITS / SEB PLAN

- 30.1 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.

- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 Employees not defined above have no entitlement to the benefits outlined in this article.

DATED THIS 27 DAY OF May, 2024.

FOR THE UNION
 CANADIAN UNION OF PUBLIC EMPLOYEES
 LOCAL 4681

FOR THE EMPLOYER
 NORTHEASTERN CATHOLIC
 DISTRICT SCHOOL BOARD

WZA 7

P

Susan Cyr

K

Watt

Barry Shad



**ADDENDUM TO THE
COLLECTIVE AGREEMENT BETWEEN
NORTHEASTERN CATHOLIC DISTRICT SCHOOL BOARD (the "Board")
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4681, C.L.C. ("CUPE")**

Bill 124 Monetary Resolution

In accordance with the Memorandum of Settlement reached between CUPE and the Crown regarding the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124), the parties agree to the following revised salary grids:

EFFECTIVE SEPTEMBER 1, 2022

Classification	Year 0	Year 1	Year 2
Library Assistant	\$ 22.77	\$ 24.67	\$ 27.35
Office Clerk	\$ 22.77	\$ 24.67	\$ 27.35
Plant Services Secretary	\$ 24.42	\$ 26.33	\$ 29.10
Office Secretary	\$ 24.42	\$ 26.33	\$ 29.10
School Secretary	\$ 24.42	\$ 26.33	\$ 29.10
Educational Assistant	\$ 27.03	\$ 28.94	\$ 32.05
Child and Youth Worker	\$ 30.95	\$ 32.91	\$ 34.71
Accounts Receivable/Payable clerk	\$ 30.60	\$ 31.42	\$ 34.06
Payroll Clerk	\$ 30.60	\$ 31.42	\$ 34.06
Computer Technician	\$ 27.59	\$ 29.37	\$ 31.84
Application Support Technician	\$ 29.50	\$ 31.42	\$ 34.06
System Administrator	\$ 29.50	\$ 31.42	\$ 34.06
Information Technology Technologist	\$ 31.80	\$ 33.88	\$ 36.73
Custodian	\$ 22.25	\$ 24.13	\$ 26.81
General Maintenance	\$ 24.42	\$ 26.33	\$ 29.01
High School Maintenance/Electrician	\$ 29.91	\$ 32.18	\$ 34.72
Temporary/ Casual Custodian	\$ 22.01		

** Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.*

EFFECTIVE SEPTEMBER 1, 2023

Classification	Year 0	Year 1	Year 2
Library Assistant	\$ 23.77	\$ 25.67	\$ 28.35
Office Clerk	\$ 23.77	\$ 25.67	\$ 28.35
Plant Services Secretary	\$ 25.42	\$ 27.33	\$ 30.10
Office Secretary	\$ 25.42	\$ 27.33	\$ 30.10
School Secretary	\$ 25.42	\$ 27.33	\$ 30.10
Educational Assistant	\$ 28.03	\$ 29.94	\$ 33.05
Child and Youth Worker	\$ 31.95	\$ 33.91	\$ 35.71
Accounts Receivable/payable clerk	\$ 31.60	\$ 32.42	\$ 35.06
Payroll Clerk	\$ 31.60	\$ 32.42	\$ 35.06
Computer Technician	\$ 28.59	\$ 30.37	\$ 32.84
Application Support Technician	\$ 30.50	\$ 32.42	\$ 35.06
System Administrator	\$ 30.50	\$ 32.42	\$ 35.06
Information Technology Technologist	\$ 32.80	\$ 34.88	\$ 37.73
Custodian	\$ 23.25	\$ 25.13	\$ 27.81
General Maintenance	\$ 25.42	\$ 27.33	\$ 30.01
High School Maintenance/Electrician	\$ 30.91	\$ 33.18	\$ 35.72
Casual Custodian	\$ 23.01		

** Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.*

EFFECTIVE SEPTEMBER 1, 2024

Classification	Year 0	Year 1	Year 2
Library Assistant	\$ 24.77	\$ 26.67	\$ 29.35
Office Clerk	\$ 24.77	\$ 26.67	\$ 29.35
Plant Services Secretary	\$ 26.42	\$ 28.33	\$ 31.10
Office Secretary	\$ 26.42	\$ 28.33	\$ 31.10
School Secretary	\$ 26.42	\$ 28.33	\$ 31.10
Educational Assistant	\$ 29.03	\$ 30.94	\$ 34.05
Child and Youth Worker	\$ 32.95	\$ 34.91	\$ 36.71
Accounts Receivable/payable clerk	\$ 32.60	\$ 33.42	\$ 36.06
Payroll Clerk	\$ 32.60	\$ 33.42	\$ 36.06
Computer Technician	\$ 29.59	\$ 31.37	\$ 33.84
Application Support Technician	\$ 31.50	\$ 33.42	\$ 36.06
System Administrator	\$ 31.50	\$ 33.42	\$ 36.06
Information Technology Technologist	\$ 33.80	\$ 35.88	\$ 38.73
Custodian	\$ 24.25	\$ 26.13	\$ 28.81
General Maintenance	\$ 26.42	\$ 28.33	\$ 31.01
High School Maintenance/Electrician	\$ 31.91	\$ 34.18	\$ 36.72
Casual Custodian	\$ 24.01		

** Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.*

EFFECTIVE SEPTEMBER 1, 2025

Classification	Year 0	Year 1	Year 2
Library Assistant	\$ 25.77	\$ 27.67	\$ 30.35
Office Clerk	\$ 25.77	\$ 27.67	\$ 30.35
Plant Services Secretary	\$ 27.42	\$ 29.33	\$ 32.10
Office Secretary	\$ 27.42	\$ 29.33	\$ 32.10
School Secretary	\$ 27.42	\$ 29.33	\$ 32.10
Educational Assistant	\$ 30.03	\$ 31.94	\$ 35.05
Child and Youth Worker	\$ 33.95	\$ 35.91	\$ 37.71
Accounts Receivable/payable clerk	\$ 33.60	\$ 34.42	\$ 37.06
Payroll Clerk	\$ 33.60	\$ 34.42	\$ 37.06
Computer Technician	\$ 30.59	\$ 32.37	\$ 34.84
Application Support Technician	\$ 32.50	\$ 34.42	\$ 37.06
System Administrator	\$ 32.50	\$ 34.42	\$ 37.06
Information Technology Technologist	\$ 34.80	\$ 36.88	\$ 39.73
Custodian	\$ 25.25	\$ 27.13	\$ 29.81
General Maintenance	\$ 27.42	\$ 29.33	\$ 32.01
High School Maintenance/Electrician	\$ 32.91	\$ 35.18	\$ 37.72
Casual Custodian	\$ 25.01		

** Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.*

Dated this 18 day of May 2024

Suzanne 'efebvre

 CUPE

ITB

 BOARD

[Signature]

 CUPE

Keld Scott

 BOARD

APPENDIX "B"

Applicable only to Permanent Educational Assistants and Child and Youth Workers

SENIORITY

Seniority is defined as the length of continuous service in the employment of the Board or predecessor Board calculated from the date of last hire, as a permanent Educational Assistant or Child and Youth Worker respectively. Seniority for Child and Youth Workers shall be computed separately from Educational Assistants. A permanent employee shall not have any seniority until they have successfully completed their probationary period at which time they shall be credited with seniority back to the date of hire for all hours worked. Where two (2) or more employees commence work on the same day, preference shall be given to full-time employees.

In any job posting, redundancy/layoff or recall, the most senior employee will be given preference provided they have the skill, ability and qualifications to perform the available work as required by the Employer ("qualified employee"). In determining skill, ability and qualifications, the Board shall be entitled to consider the special needs of the students, physical capabilities and suitability of the employee applicant for the students assigned to the Educational Assistant or Child and Youth Worker.

An up-to-date seniority list shall be prepared by November 15th of every year. The seniority lists shall be sent to the President of the Union electronically and posted on the designated bulletin boards. The seniority list shall be open for correction for thirty (30) days after posting.

Article 11.03 of the Collective Agreement applies with respect to loss of seniority.

Article 11.04 of the Collective Agreement applies with respect to seniority during illness.

DEFINITIONS

(i) A geographical region shall be defined as:

1. Kapuskasing
2. Cochrane/Troquois Falls
3. Timmins
4. Kirkland Lake/Englehart
5. Englehart/New Liskeard/Cobalt
6. Moosonee

(ii) An individual will be designated as a redundant employee where there is a loss of a permanent position or a reduction in their hours of work.

PLACEMENT

It is understood there are circumstances affecting work placement that include but are not limited to a student changing school, a change in program, a change to accommodate a child's new or special need, or a change in funding. The Employer will first consider reassigning an affected employee within the school considering the available work and the needs of the students.

The Employer may place or reassign an Educational Assistant or Child and Youth Worker within the same geographical region where there is no reduction of hours for the Educational Assistant or Child and Youth Workers. Otherwise, an employee who has their hours of work reduced will be identified as redundant and is eligible to exercise bumping rights as outlined below.

REDUNDANCY

Redundant employees, if any, shall be notified with a copy to the Union before August 1 by the Employer in the event an employee is not placed or reassigned within the same geographical region. Employee(s) bumping rights will be exercised as per the following procedures.

BUMPING RIGHTS

Seniority and bumping rights shall be exercised by redundant employees in a geographical region should a position become available including having eligibility to bump into a long-term occasional assignment vacancy. Initially employees who are redundant shall be entitled to bump the most junior employee in their own geographic region.

A redundant employee shall also have the right to bump the most junior employee on a district basis if the geographical region bumping process results in the employee being unable to exercise bumping rights if the redundant employee is qualified.

Positions which remain vacant after employees have been given an opportunity to exercise bumping rights will be considered "new" positions and will be posted accordingly.

RECALL

The Employer will recall redundant employees not placed under the bumping process in order of seniority in the bargaining unit provided the employee possesses the skill, ability and qualifications to do the available work as required by the Employer. The Employer will provide the Union with a redundancy list to include the date of hire and telephone number by November 15th. The senior qualified Educational Assistant or Child and Youth Worker on the respective recall list shall have the choice of positions if there are more than one. An employee shall have the right to refuse an offer of recall. The employee shall not forfeit any rights of recall under this article for such refusal.

New employees shall not be hired until redundant employees having the necessary skill, ability and qualifications to perform the available work have been given an opportunity of recall. The Employer shall exercise this right in a reasonable manner.

Article 12.05 of the Collective Agreement applies with respect to the continuation of medical coverage.

NOTE: Educational Assistants and Child and Youth Workers are employed annually for a period of 10 months and receive notice of layoff and a record of employment for purposes of employment insurance. If employees are not placed or able to exercise bumping rights prior to the commencement of each school year, they will be placed on the recall list.

APPENDIX "C"

OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members (include vacation hours in credited service);
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CCP) the balance of the extension period becomes unpurchasable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance, that is, expenses are not reimbursed, then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement

represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;

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

LETTER OF UNDERSTANDING – Working Alone

The parties agree to meet as soon as possible after ratification of the collective agreement and prior to the start of the 2023-24 school year to discuss measures for personal safety while working alone.

DATED THIS 27 DAY OF May, 2024.

FOR THE UNION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

Suzanne Lefebvre

Susan Cyr

Walt

Barry Cyr

FOR THE EMPLOYER

NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

Tricia Stefanic Weltz

Kelvin Scott

LETTER OF UNDERSTANDING

Re: Student Supervision

The Board confirms an Educational Assistant's primary timetable assignment is to work with identified and/or at-risk students. However, it is also understood that an Educational Assistant's duties necessarily include support for the educational and general well-being of the student population.

The Educational Assistant's primary timetable may be supplemented by the Principal assigning scheduled supervision of students and homework clubs. In making this assignment the Principal recognizes that student supervision is also a primary responsibility of teachers who are scheduled and who will continue to be scheduled for that purpose.

The parties confirm that all employees assist and respond to safety and emergency situations including those involving students consistent with employees' legal obligations.

Supervision schedules for CUPE employees will be shared with the CUPE President or designate annually. Issues arising from the supervision schedules shall be discussed by the Joint Consultation Committee.

DATED THIS 27 DAY OF May, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

Suzanne Lefebvre

Wanda J. (Joni) Witz

Susan Cyr

Keld Scott

Walt

Barry Shadd

LETTER OF UNDERSTANDING

Re: Community Use of School

The Board agrees that the union can discuss with the Manager of Plant issues pertaining to school facilities being utilized by outside groups for various activities. The Manager of Plant will consider whether custodial staff may be called in for such activities.

DATED THIS 27 DAY OF May, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

Suzanne Lefebvre

Susan Cy

Walt

Barry Shadd

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

Tricia Stefanic Weltz

Keld Scott

LETTER OF UNDERSTANDING - USE OF VACATION DAYS

During the life of the 2022-2026 collective agreement, the Board shall grant the use of up to two (2) paid vacation days each school year from the employee's vacation entitlement on a day when classes are in session. Employees who receive pay in lieu of vacation days shall be permitted to use two (2) days without pay on a day when classes are in session. Utilization shall be prorated to the employee's full-time equivalency.

During the life of the 2022-2026 collective agreement, the Board shall grant a third (3rd) paid vacation day from the employee's vacation entitlement each school year on a day when classes are in session provided the employee has used six (6) or less sick days during the previous school year. Employees who receive pay in lieu of vacation days shall be permitted to use a third (3rd) day without pay on a day when classes are in session provided the employee has used six (6) or less sick days during the previous school year. Utilization shall be prorated to the employee's full-time equivalency.

The request for leave form shall be submitted a minimum of ten (10) days prior to the leave. Any request that could not meet the ten (10) days' notice period due to extenuating circumstances shall be by mutual consent of the parties. The approval of the leave is subject to the availability of a replacement employee, where required and to the operational requirements of the Board.

DATED THIS 27 DAY OF , 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

Suzanne Lefebvre

Susan Cyr

Wast

Barry Shadd

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

Irilia Stefani Wertz

Keld Scott

LETTER OF UNDERSTANDING – Professional Development

Further to the discussion that took place during the negotiation of this agreement, the parties agree to discuss the issue of professional development for the members of this bargaining unit annually through the Joint Consultation Committee.

DATED THIS 27 DAY OF May, 2024.

FOR THE UNION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

Suzanne Lefebvre

Susan Cyr

Watt

Barry Shadd

FOR THE EMPLOYER

NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

Tricia Stefanic Weltz

Keld Scott

LETTER OF UNDERSTANDING – CASUAL SENIORITY

The calculation of an employee's casual seniority shall be based on hours worked retroactively to September 1, 2014, subject to completion of a probationary period. During this probationary period, such employees shall not be entitled to the grievance procedure in discharge cases.

A casual employee may be removed from the casual seniority list when they/them/their has not worked during the previous school year or when it is impossible to establish contact with the casual employee using the contact information provided by the casual employee.

DATED THIS 27 DAY OF May, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

Suzanne Lefebvre

Susan Cyr

Watt

Barry Shadd

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

ricia tefanic weltz

Kelw Scott

LETTER OF UNDERSTANDING –
TRAVEL ALLOWANCE AT BISHOP BELLEAU SCHOOL

Effective the 2020-21 school year, the Board will pay permanent employees at Bishop Belleau School a travel and isolation allowance of five thousand (\$5,000) per year, payable as follows:

- one quarter (1/4) in a separate cheque on or before September 30th;
- one quarter (1/4) in a separate cheque on or before November 30th;
- one quarter (1/4) in a separate cheque on or before February 28th; and
- one quarter (1/4) in a separate cheque on or before May 30th.

Regular part time employees shall be entitled to the above travel allowance on a prorated basis.

DATED THIS 27 DAY OF May, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

Suzanne Lefebvre

Susan Cy

Walt

Barry Shadd

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

Tricia Stefanic Weltz

Keld Scott

LETTER OF UNDERSTANDING - EXPERIENCE

For the life of the 2022-2026 collective agreement, at the sole discretion of the Board, a newly hired permanent employee may start at a higher step of the rate grid, based on qualifications and/or experience. Such decisions by the Board shall not be subject to the grievance procedure.

DATED THIS 27 DAY OF May, 2024.

FOR THE UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4681

Suzanne Lefebvre

Susan Cyr

Watt

Barry Shadd

FOR THE EMPLOYER
NORTHEASTERN CATHOLIC
DISTRICT SCHOOL BOARD

Tricia Stefani Weitz

Keld Scott