

COLLECTIVE AGREEMENT

between

Nipissing-Parry Sound Catholic District School Board
(hereinafter called the "Employer")

and

Canadian Union of Public Employees (CUPE)
and its Local No. 2799
(hereinafter called the "Union")

September 1, 2022 to August 31, 2026



CUPE / Canadian Union
of Public Employees

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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.

PART A

Central Terms

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APPENDIX I CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

- a) The parties to the collective agreement are the school board or school Authority and the union.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

- a. Notice of the dispute shall include the following:

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation /Expedited Meditation

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

- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. 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) 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 of absence, excluding overtime.

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p>	<p>Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
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Employee ID:	Telephone No:
Employee Address:	Work Location:

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

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

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.

5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

PART B

Local Terms

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PREAMBLE

Whereas the parties hereto hereby agree as follows:

DEFINITIONS

“Municipality” means Powassan, West Nipissing, Mattawa or North Bay (which is deemed to include Callander)

Full-Time Employees – A full-time employee is a person who is employed for twenty-four (24) hours per week or more.

Part-Time Employees – A part-time employee is a person who is employed for not more than twenty-four (24) hours per week.

Occasional Employees – An occasional employee is a person who is employed to:

- i) replace a full-time or part-time employee who is absent; or
- ii) fill other vacancies for twenty (20) days or less and whose working conditions are specified exclusively in Appendix “A.”

“School year” means the period September 1 to August 31.

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees and to provide the means for the prompt and equitable disposition of grievance and to establish and maintain satisfactory working conditions, hours of work and wages to all employees who are subject to the provisions of this Agreement.
- 1.02 It is agreed by the parties hereto that every covenant, proviso and agreement shall endure to the benefit of and be binding upon the parties hereto and their successors and assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits the singular number shall be read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union, acknowledges that it is the exclusive right and authority of the Employer subject to the terms and provisions of this agreement:

- a) to maintain order, discipline and efficiency;
- b) to hire, direct, classify, transfer, promote, demote, lay-off, suspend or discharge and discipline employees for just cause;
- c) generally to manage and operate the schools and enterprises in which the Employer is engaged in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time, and all other matters concerning the Employer's operations not otherwise specifically dealt with in this agreement;
- d) to establish and enforce rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with the provisions of this agreement. Rules and regulations shall be delivered by the Employer to all employees and one copy forwarded to the Union.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees *of the Nipissing-Parry Sound Catholic District School Board* regularly employed in maintenance services and plant operations, save and except superintendents, persons above the rank of superintendent, plant manager, persons above the rank of plant manager, custodial supervisors, office staff, with respect to hours of work, wages and other working conditions pertaining to the employees covered by the terms of this agreement.

3.02 Wherever the word "employee" is used in this agreement it shall be deemed to mean the employees as defined in paragraph 3.01 above.

3.03 No person covered by this Agreement shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

3.04 Every employee, hired subsequent to July 1, 1990, who is eligible to be a separate school supporter as provided in the Education Act, shall become and remain a separate school supporter during the course of employment with the Board.

ARTICLE 4 - NO DISCRIMINATION

4.01 Both parties to this agreement agree that there shall be no discrimination by the Employer, the Union, and Representative of the Employer, or the Union, or by any employee against any other employee, on the basis of race, creed, colour, national origin, sex and marital or family status in accordance with the Ontario Human Rights Code. Furthermore, every employee has a right to work without discrimination, intimidation, coercion by reason of membership or participation or activity in the union or lack thereof.

ARTICLE 5 - UNION SECURITY

- 5.01 It is agreed by the parties hereto that there shall be a compulsory check off upon all employees who come within the unit to which this Agreement applies, and it shall continue during the period of this contract.
- 5.02 Deductions shall be made monthly and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made or a list of all additions and deletions to such list.
- 5.03 The Union will notify the Employer of any change in current monthly dues from time to time.

ARTICLE 6 - CORRESPONDENCE

- 6.01 Each party shall inform the other of the names and addresses of the representatives from time to time, at various levels, to whom correspondence relating to the operation of this agreement should be addressed.
- 6.02 Copies of all motions, resolutions, policies and by-laws or rules and regulations adopted by the Employer which affect the members of this Union are to be forwarded to the Union.
- 6.03 Where possible and practicable, the Employer shall fulfill requests for information pertaining to bargaining unit members within thirty (30) days of a written request from the Union President or Chief Steward provided that such information is relevant to the administration of the collective agreement, does not violate confidentiality, and is not obtainable by the Union through its own resources.
- 6.04 In August and January, the Employer shall provide to the Union contact (designated by the Local Executive), an electronic list containing the name of each bargaining unit member along with their work site, home address, telephone number(s), personal email address, and employment status (part-time, full-time, occasional or on leave) as recorded in its human resources information system database.

ARTICLE 7 - NEW EMPLOYEES

- 7.01 The Union shall be notified of the full name, position and employment status (full-time, part-time or occasional), and if applicable, the start date and work location of all employees hired into the bargaining unit prior to their first day of employment.
- 7.02 All employees of the Employer (including any new employees) will be provided with a copy of this and any future Collective Agreement that may be signed by the Parties. When onboarding a new bargaining unit member, the Employer will present the Union membership signup form to be completed by the member and the Board will provide the Union President's contact information to the member. The Board will return the signup form to the Union.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

- 8.01 The Union will appoint or elect a negotiating committee and will advise the Employer of the names of such committee members. Wherever possible all departments should be represented on such negotiating committee.
- 8.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 8.03 There shall be a Labour-Management Committee composed of two (2) representatives of the Board and two (2) representatives of the Union.

The Labour-Management Committee shall meet at least twice in each school year and where there are outstanding agenda items the parties will arrange to meet more frequently. Either party may refer an issue for discussion by the Labour-Management Committee.

ARTICLE 9 - GRIEVANCE PROCEDURES

- 9.01 All grievances arising between the employees and the Employer shall be dealt with in accordance with the following procedures:

STEP 1 The Employee who shall be accompanied by a Steward shall within ten (10) working days of the alleged grievance take the matter up in writing with his immediate supervisor, who shall give his answer in writing to such employee within five (5) working days.

STEP 2 If no settlement is reached at Step One, the employee shall within ten (10) working days on which the answer was received in Step One present a written grievance to the Superintendent of Business or their designate. It is agreed that a meeting between the employee, their representative and representatives from the Board shall take place within ten (10) days of the receipt of the written grievance. A written response from the representatives from the Board shall occur within ten (10) working days of the meeting.

- 9.02 Where a dispute involving a question of general application or interpretation occurs, the Employer or the Union may lodge a grievance and Steps 1 and 2 of this Article may be by-passed but the party grieving shall submit a written grievance to the other party within fifteen (15) working days of its occurrence and the other party will give its answer within the time limits of Step 2.
- 9.03 By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE 10 - ARBITRATION

- 10.01 If a satisfactory settlement of the grievance is not reached either party may refer the matter to arbitration within fifteen (15) working days of the receipt of the answer of the other party at Step 2.
- 10.02 For the purposes of arbitration of matters in dispute arising out of the herein agreement the arbitration shall be heard by a single arbitrator who shall be chosen by the parties by agreement within fifteen (15) working days.
- 10.03 If the parties cannot agree to an arbitrator within the above time limit, either party may request the Minister of Labour for the Province of Ontario to appoint the arbitrator.
- 10.04 The arbitrator shall hear the evidence of both parties and shall render his decision within fifteen (15) working days of the hearing of the evidence and his decision shall be final and binding and enforceable upon both parties.
- 10.05 It is agreed and understood that the arbitrator shall have no authority to alter, modify or annul any part of this agreement. However, the arbitrator shall have full authority to order that an employee be reinstated with full, partial or no compensation, or any other decision which the arbitrator may deem just and equitable.
- 10.06 The time limits mentioned in this Article and in the preceding article may be extended by mutual agreement of the parties. Saturdays, Sundays and Statutory Holidays shall not be included in calculating such time limits. Each party shall pay one-half of the fee and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is a principle of granting preference to employees for promotions, demotions, transfers, lay-offs and recall after lay-offs in accordance with the length of continuous employment with the Employer and its predecessors and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit-wide basis.

Part-time employees shall accumulate seniority on the basis of one (1) year for each 2080 hours paid.

- 11.02 All cases of promotions, demotions, transfers, lay-offs or recall after lay-offs in any department shall be made on the following basis: When in the judgement of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, the requirements of efficiency of operations, the ability, knowledge, training, skill and physical fitness of the individual to fulfill the normal requirements of the job and his capability to assume responsibility are relatively equal as between two (2) or more employees then their relative seniority ranking shall govern.

- 11.03 **NEW EMPLOYEES:** New employees who have not completed a probationary period as an occasional employee as per Appendix A shall be considered probationary employees until they have performed four (4) months service with the Employer, during which time they shall not accumulate seniority, but after which time their seniority shall date back from the commencement of four (4) months service. Time spent as an occasional employee shall be considered for this purpose. During this probationary period such employees shall not be entitled to the benefit of the Grievance Procedure in discharge cases unless the discharge was discriminatory, arbitrary or in bad faith.
- 11.04 **BREAK IN SENIORITY:** A break in seniority shall be deemed to have occurred if an individual employed by the Employer:
- a) quits;
 - b) is discharged for just cause;
 - c) fails to return to work after the completion of leave of absence which may have been granted by the Employer;
 - d) fails to return to work within ten (10) calendar days of being sent a recall notice by registered mail to his or her last recorded address with the Employer;
 - e) is laid off for a period of more than thirty (30) months;
 - f) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted;
 - g) is absent from work without permission for three (3) or more consecutive working days in any school year, except where the employee can prove that he or she has made an honest effort to communicate with the Employer;
 - h) takes part in or counsels or procures any other employee to take part in any unlawful strike, slow-down, sit-down or any other unlawful suspension of work against the Employer;
 - i) engages in gainful employment while on sick leave or any other leave of absence. Notwithstanding, leaves authorized under the provisions of Article 17.02 shall not be considered in the application of this article.
- 11.05 **SENIORITY LISTS:** The Employer shall prepare and maintain a seniority list showing the current classification and the date each full-time employee's service commenced. For part-time employees, the list shall reflect both the date the employee's service commenced and the total number of hours paid. It is understood by part-time employees that each 2080 hours paid shall represent one (1) year of service. An up-to-date seniority list shall be sent to the Union and all bargaining unit members in August of each year.
- 11.06 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he or she shall retain the seniority acquired at the date of leaving the unit. If such an employee later returns to the bargaining unit he or she shall be placed in a job consistent with his seniority. Such return shall not result in a lay-off bumping of an employee holding greater seniority.

11.07 LAY-OFF AND RECALL:**a) Definition of Lay-Off**

A lay-off shall be defined as a reduction in the workforce (a full lay-off) or a reduction in the regular hours of work of an employee (a partial lay-off).

b) Definition of Assignment

An assignment shall be defined as the number of regular hours assigned to an employee in a classification in a work location. An employee in the Utility person classification shall also be considered a Custodian for the purposes of this article.

c) In the case of a partial lay-off, the employee may elect to retain his or her reduced assignment and exercise the rights under this article with respect to the reduced portion of the employee's prior assignment. If such an election is made, "assignment" shall refer to the portion removed from the employee's prior assignment.

d) Both parties recognize that job security should increase in proportion to the length of service. Therefore, the Board agrees that in the event of lay-off, employees shall be laid off by classification and shift within a work location in reverse order of their seniority, and where employees are recalled, they should be recalled to their classification in the order of their seniority.

e) The laid-off employee shall be entitled to be placed through the application of the following criteria, provided the employee has the ability, knowledge and qualifications to perform the work:

- 1) The employee may displace the most junior employee in an equivalent assignment to the employee's previous assignment within the workplace within which the layoff occurred. If no such placement is available;
- 2) The employee shall be placed in a vacant position which is an equivalent assignment (same shift) within the municipality of the workplace from which the layoff occurred. If no such placement is available;
- 3) The employee shall displace the most junior employee in an equivalent assignment (same shift) within the municipality of the workplace from which the layoff has occurred. If no such displacement is available or if the employee does not so elect;
- 4) The employee may elect to displace the most junior employee in an equivalent assignment (different shift) within the municipality of the workplace from which the layoff has occurred. If no such displacement is available or if the employee does not so elect;
- 5) The employee may elect to displace the most junior employee in an equivalent assignment within the Board. If no such displacement is available or if the employee does not so elect;

- 6) The employee may elect to displace a junior employee identified for such purpose by agreement between the Board and the Union. If no such placement is identified or if the employee does not so elect;
- 7) The employee shall be laid off and placed on the recall list and may exercise recall by seniority to a posted assignment within the employee's classification.

Laid off employees must exercise their bumping rights in writing within three (3) working days of being notified of lay-off.

No employee shall obtain an increase in his or her regular hours of work through the application of the lay-off and recall procedure.

f) Recall

All employees shall have the opportunity of recall from a layoff to available positions, in order of seniority, provided they have the ability to perform the work; otherwise, the Employer may hire new employees. In determining the ability of an employee to perform the work, the Employer shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to lay-off should it become vacant.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. Notification will be copied to the Union. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. Employees shall be provided at least fourteen (14) days' notice of commencement of employment.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) consecutive working days. Employees who have been recalled to such temporary vacancies shall not be required to accept such recall and may instead remain on layoff.

Employees shall remain on the recall list for a period of thirty (30) months.

11.08 The Union shall be notified of all layoffs, recalls and terminations of employment, involving members of the bargaining unit.

ARTICLE 12 - JOB POSTING

12.01a) During the school year, when new jobs are created and vacancies occur falling within those jobs included in the description of the bargaining unit, notice thereof shall be posted on the Board's intranet and on the designated Health & Safety bulletin board in each school at least five (5) working days prior to the closing dates for applications. Applicants may apply in writing to the officer indicated on the posting. When such jobs are created and such vacancies occur the provisions of paragraph 11.02 shall apply. In this article, vacancies shall mean those vacancies anticipated to extend beyond twenty (20) working days.

- b) Employees shall not be considered for a temporary position unless the position would result in:
 - i) an increase in the total number of hours worked; or
 - ii) an increase in pay.
 - c) Employees will be considered for a temporary position of four (4) months or longer if the position would result in:
 - i) a change from evening to day shift or vice-versa; or
 - ii) a reduction in kilometrage traveled between the employee's residence and the workplace. For the purpose of this article, all schools within the City of North Bay and in Callander are deemed to be the same distance from an employee's residence.
- 12.02 Such notices shall contain the following information: nature of position, requirements, salary rate or range. Such requirements may not be established in an arbitrary or discriminatory manner.
- 12.03 The name of the successful applicant will be announced to all applicants and the Local Executive within ten (10) working days of the closing date if interviews are held, and within five (5) working days of the closing otherwise. Where there is no successful applicant, an employee may be employed from outside of the bargaining unit. The Employer shall not be prevented from temporarily filling any position.
- 12.04 a) Lateral transfers: When an employee in a classification other than Custodian successfully applies for a position as a Custodian, or whenever an employee successfully applies for a position in their existing classification, the employee shall be granted a trial period of ten (10) working days. If during that trial period, the employee is unable or unwilling to perform the duties of their position, they shall be returned to their previous position, wage or salary rate, without loss of seniority. Any other employee whose position has changed as a result of the foregoing shall also be returned to their former position, wage or salary rate, without loss of seniority.
- b) Promotions: In any circumstance other than as described in the preceding paragraph, the successful applicant shall be given a trial period of forty (40) working days during which time they will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent in the new classification at the conclusion of the trial period. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new classification, they shall be returned to their previous position, wage or salary rate, without loss of seniority. Any other employee whose position has changed as a result of the foregoing shall also be returned to their former position, wage or salary rate, without loss of seniority.

ARTICLE 13 - DISCIPLINE

- 13.01 Wherever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow if a repetition of the act complained of or omission referred to or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within fifteen (15) working days thereafter give written particulars of such censure to the employee involved. At the time the employee is provided with the written particulars of such censure the Employer will also provide the employee's steward with a copy.
- 13.02 An employee who is disciplined or discharged shall be given the reasons in writing, with a copy sent to the Union.
- 13.03 The Union will be invited to send a representative to any meeting in which the Employer intends to impose discipline on an employee.
- 13.04 Access to Personnel Files
Each employee shall have the right, upon request for an appointment to review the content of any or all of the personal files, as maintained by the Board on behalf of the employee, in the presence of a Board Human Resources Department officer at any reasonable time during the regular working hours of the department. The employee shall have the right to photocopy the documents included in these files in the presence of a Board Human Resources Department officer. The files and documents contained therein are not to be removed from Board control without Board authorization. If the employee chooses, they can be accompanied by a union representative.
- 13.05 Each employee shall have the right to comment, in writing, to any content in the employee's personal file(s) and have such comment attached thereto. These comments shall not be removed from any employee's personal file(s) without the employee's consent.
- 13.06 The Board in its absolute discretion may grant or deny an employee's written request that a prior disciplinary notation be removed from their personal file.

ARTICLE 14 - COMMITTEES AND STEWARDS

- 14.01 The Employer acknowledges the right of the Union to appoint or otherwise select four (4) stewards and a chief steward employed by the Employer.
- 14.02 The Union will notify the Employer in writing of the names of all stewards and from time to time will notify the Employer of any changes in steward personnel and only stewards thus identified shall be recognized by the Employer.
- 14.03 The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.
- 14.04 The Employer acknowledges the right of the Union to elect or appoint a negotiation team and/or union officers.

14.05 Union stewards and members of committees must obtain permission from their immediate supervisor before absenting themselves from their place of duty in order to deal with grievances or other Union business connected with this agreement.

Such persons shall not be unreasonably refused such permission, having regard to the efficient operations of the Employer's undertaking.

In addition to the above the chief steward shall be granted leave of absence without pay for up to twenty (20) days per year to attend to Union business.

14.06 In accordance with this understanding the Employer shall not make any deductions from Union stewards or Grievance Committee members for time spent at joint meetings only. The parties will make efforts to schedule joint meetings at times that are mutually convenient.

ARTICLE 15 - NO STRIKES OR LOCKOUTS

15.01 During the term of this agreement neither the Union nor any of its Officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work against the Employer which shall in any way affect the operations of the Employer.

15.02 During the term of this agreement neither the Employer nor any of its officers or officials nor any supervisor shall take part in or call or encourage any lock-out.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 A) Full-Time Employees - Elementary Schools

The regular hours of work for all full-time employees shall consist of five (5) eight (8) hour days from Monday to Friday inclusive for a total of forty (40) hours per week, provided that hours per day worked may be varied occasionally by agreement between the Employer and Employee concerned.

Eight (8) hours per day, Monday to Friday, excluding one (1) hour for lunch each day.

The day shift for custodians shall not end later than 5:00 P.M.

B) Full-Time Employees - Secondary Schools

The regular hours of work for all full-time custodians shall consist of five (5) consecutive eight (8) hour days for a total of forty (40) hours per week.

The hours of work shall be:

Days:

7:00 A.M. to 4:00 P.M.

or

7:30 A.M. to 4:30 P.M.

or

8:00 A.M. to 5:00 P.M.

Afternoon:

12:00 P.M. to 8:00 P.M.

Evenings:

3:00 P.M. to 11:00 P.M.

or

3:30 P.M. to 11:30 P.M.

or

4:00 P.M. to 12:00 A.M.

Notwithstanding, the Employer and employee concerned may, by agreement vary these hours of work.

- C) Maintenance Department Employees
Eight (8) hours per day Monday to Friday

8:00 A.M. to 12:00 noon 12:30 P.M. to 4:30 P.M.
or 3:00 P.M. to 11:00 P.M.

- D) Painters
Hours of work, as stipulated above under Maintenance Department Employees.

Afternoon shift:

3:00 P.M. to 11:00 P.M.

3:30 P.M. to 11:30 P.M.

- E) Spare Custodians
Hours of work during summer vacation period:
Eight (8) hours per day Monday to Friday

(8:00 A.M. to 12:00 noon
12:30 P.M. to 4:30 P.M.)

16.02 The Employer undertakes to use its best efforts consistent with proper management to ensure that days off will be taken consecutively.

16.03 Compensation at the rate of TIME AND ONE-HALF of the standard rate per hour shall be paid for all work performed at the request of the Employer in excess of the regular daily and weekly hours of work. Overtime work on any Saturday or Sunday not regularly scheduled shall be paid for at the rate of DOUBLE TIME. Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed to between the Employer and employee concerned. Lieu time must be taken or paid out within the year (July 1 to June 30) in which it was earned.

16.04 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

16.05 During the period from July 1 to five (5) working days prior to the first day of school, employees with mutual consent of their supervisor may request to select a four (4) day-work week consisting of ten (10) hours per day between the hours of 7:00 am and 5:30 pm with an unpaid half hour for lunch. The Board agrees to assign as much as possible the working days from Monday to Thursday of each week and where deemed appropriate from Tuesday to Friday of each week. Employees will indicate to the Board the preference of summer work week on or before June 25 of the year and once agreed to, the summer work week for each employee shall not be subject to changes unless during the course of the summer it is deemed that the work assigned is not being completed on schedule. Should this occur Management retains the right to return an employee to the regular work week. For all other provisions of the collective agreement, the summer work week herein provided shall be deemed to be equivalent to the regular work week as specified in Clause 16.01.

16.06 Part-Time Employees

The regular work week for part-time employees shall be from Monday to Friday inclusive. The regular daily continuous hours of work may be varied occasionally by agreement between the Employer and employee concerned.

16.07 Sharing of Overtime

Overtime and call back time shall be divided equitably among employees who are willing and qualified to perform the available work.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Leave of absence shall be granted to employees to attend Union conventions and seminars provided that the Union gives the Employer at least two (2) weeks written notice in advance of the requirements for the employee to absent himself. In any event there shall be no more than one employee on such leave from the caretaking or maintenance staff at one time and no single employee shall be granted more than two (2) weeks of such leave in any school year. In the event that an employee of the Employer shall be the president of the local Union, he shall be granted an additional two (2) weeks. The Union will reimburse the Employer for the full cost of such leaves of absence.

17.02 Leave of absence without pay up to three (3) months may be granted to an employee for personal reasons at the sole discretion of the Employer.

17.03 All leaves of absence shall be applied for in writing to the appropriate supervisory officer of the Employer at least two (2) weeks in advance.

ARTICLE 18 - CALL-IN

18.01 An employee who is called in and required to work outside his regular working hours shall be paid a minimum of three (3) hours at overtime rate.

ARTICLE 19 - SHIFT PREMIUMS

19.01 All employees working on the afternoon shift shall be paid eight (8) hours pay inclusive of thirty (30) minute lunch period. The afternoon shift shall not end later than 11:00 P.M. for elementary school custodians, 12:00 A.M. for secondary school custodians, and 11:30 P.M. for painters.

ARTICLE 20 - VACATIONS WITH PAY

20.01 FULL-TIME EMPLOYEES: A full-time employee shall receive an annual vacation with pay in accordance with his years of employment as follows:

less than one year	1 1/4 working days/month
one year or more	16 working days
In the school year of the 8 th anniversary and up to the 14 th anniversary	21 working days
In the school year of the 15 th anniversary and up to the 19 th anniversary	1 additional day for each additional year
In the school year of the 19 th anniversary and each year thereafter	26 working days
In the school year of the 25 th anniversary and each year thereafter	31 working days

Annual credits shall be calculated in accordance with the number of years of service completed at any time during the current school year. Should an employee leave the Board's employ for whatever reason, the Board shall be reimbursed for any unearned vacation days taken.

20.02 PART-TIME EMPLOYEES: The annual vacation entitlement for part-time employees shall be in accordance with the Employment Standards Act.

20.03 If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each holiday in addition to his or her regular vacation time.

20.04 Vacation pay shall be at the rate effective immediately prior to the vacation period.

20.05 An employee terminating his employment at any time in his vacation year before he has had his vacation year shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

- 20.06 An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. The Employer will make every reasonable effort to grant an employee his vacation when specified by the employee.
- 20.07 a) An employee may not accumulate more than 150% of his annual vacation entitlement at any given time.
- b) FULL-TIME EMPLOYEES: Where a full-time employee qualifies for sick leave, bereavement or any other approved leave during his period of vacation, there shall upon submission of evidence acceptable to the Employer be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the Employer's option.

ARTICLE 21 - PAID HOLIDAYS

21.01 The Employer agrees to the following paid holidays*:

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

and any other day proclaimed a holiday by the federal or provincial government. In the event that a paid holiday falls on a Saturday or Sunday then either the preceding Friday or the following Monday will be observed as the paid Holiday, provided they are observed as school holidays. Where an employee is required to work on a paid holiday which is not observed as a school holiday, it shall be added to the employee's vacation entitlement.

21.02 All employees working on the above-mentioned holidays shall be paid time and one-half their regular rate of pay in addition to pay for the holiday.

21.03 In order to qualify for payment of any of the above holidays an employee is required to work on his last regularly scheduled shift immediately preceding the holiday and his next regularly scheduled shift immediately following the holiday, except during the first month of absence due to illness or other leaves of absence approved by the Employer.

*Information note: the parties have reached an agreement concerning the National Day for Truth and Reconciliation.

ARTICLE 22 - SICK LEAVE: FULL-TIME & PART-TIME EMPLOYEES

As per the signed Memorandum of Agreement dated December 15, 2015, between the Nipissing-Parry Sound Catholic District School Board and Local 2799 (CUPE) article 9, which references Articles 22.01-22.06 inclusive and article 22.07 a) (Sick Leave) is historical and is deemed to have been removed as per Part A, article C6.00, but are reproduced in this agreement for historical purposes only.

- 22.01 Pursuant to Section 155 of the Education Act, 1974, a sick leave credit system is hereby established for every employee. Subject to the final authority of the Board, the administration of the system shall be vested in the Director of Education.
- 22.02 The Director of Education shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power, subject to appeal to the Board, to allow or disallow any sick leave credit and the deductions therefrom.
- 22.03 The Director of Education shall keep a register or registers in which shall be entered the credits and accumulated credits and the deductions therefrom.
- 22.04 In case of dispute with respect to credits or deductions therefrom under this system, the provisions of Articles 9 and 10 shall be available to an employee in order to resolve the dispute.
- 22.05 Upon written request by one employee, the Director of Education shall provide a statement in writing of sick leave credit, upon which shall be entered the credits, accumulated credits and the deductions.
- 22.06 a) Each employee shall be entitled to have 100% of the unused portion of his annual statutory sick leave of twenty-four (24) days transferred annually to his accumulated sick leave credits to a maximum of 250 days.
- b) Upon completion of their probationary period as outlined in paragraph 11.03 of this agreement, new employees shall be entitled to two (2) days sick leave credit for each month that the employees have been in attendance at least twelve (12) working days.
- c) After the statutory sick leave has been used in any month, each eligible employee shall receive pay under this plan for absence caused by sickness, physical and/or mental disability, up to the amount of his accumulated sick leave credits.
- d) If, because of absence, an employee's cumulative sick leave credit has been reduced, it may be built up again in subsequent months.
- e) Where an employee of a Board which has established a sick leave credit plan under the Municipal Act, or similar legislation, becomes an employee of this Board, he shall be entitled upon written proof to have placed to his credit all sick leave credits standing to his credit up to the maximum allowable by this Board in the plan of the Board by which he was previously employed.

- f) No transfer into the sick leave credit plan of this Board shall be made if the employee received from his previous employer a service gratuity or other allowance paid in respect of accumulated sick leave.
 - g) Part-Time employees shall accumulate sick leave credits pro-rata in accordance with hours worked in relation to a full-time employees' hours of work per week.
- 22.07
- a) After more than four (4) consecutive days absence caused by illness, pay shall be deducted unless a certificate from a qualified medical or dental practitioner, certifying to the inability of the employee to attend to his duties, is furnished to the Board.
 - b) When an employee is required to be absent because of jury duty, subpoena or quarantine, he shall be subject to neither loss of pay, nor deductions from sick leave credit.
 - c) An employee shall, upon obtaining approval from his immediate supervisor, be granted:
 - 1. five (5) consecutive working days subject to neither loss of pay nor deductions from sick leave credits because of the death of a spouse, children, parents, conditional upon the employee attending the funeral;
 - 2. four (4) consecutive working days subject to neither loss of pay nor deductions from sick leave credits because of the death of a parent-in-law, sister, brother, conditional upon the employee attending the funeral; and
 - 3. three (3) consecutive working days subject to neither loss of pay nor deductions from sick leave credits because of the death of a grand-parent, grand-parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild, conditional upon the employee attending the funeral.
 - 4. Where an employee is required to be absent for professional purposes approved by the Board, he may be granted up to five (5) days subject to neither loss of pay nor deductions from sick leave credit.
 - 5. A total of not more than five (5) working days in any one school year shall be granted without loss of pay nor deductions from sick leave credits to collectively cover the leaves referred to in i), ii), iii), iv), v) and vi) below.
 - i) To attend the funeral of a close friend, uncle, aunt, niece, or nephew, one (1) day.
 - ii) When a member of an employee's immediate family (meaning parent, spouse, son or daughter) is seriously injured or ill, the employee shall be required to provide a medical certificate confirming the illness or injury.
 - iii) Medical reference requiring travel out of the Board's district for employee, spouse, daughter, son, father, or mother, subject to presentation of a medical certificate confirming the patient's illness.

- iv) When schools are not officially closed due to weather conditions but vehicles are unable to travel on the same roads that an employee must use to get to work provided the employee:
 - i) notifies his immediate supervisor of his inability to get to work;
 - ii) submits a letter of intention indicating that he tried to get to work but was unable to do so because of road conditions;
 - iii) submits evidence that the roads on which he had to travel were impassable either for a portion or for the whole day as the case may be.
 - v) To allow Indigenous employees to vote 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.
 - vi) To allow Indigenous employees to attend Indigenous cultural/ ceremonial events.
6. The Board shall top-up WSIB premiums such that an employee suffers no loss of salary, for a maximum period of four (4) years and six (6) months.
- Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time the employee received WSIB top-up prior to September 1, 2012.
7. Under unusual circumstances additional leave without loss of salary or deductions from sick leave credits may be granted by the Director of Education for the reasons outlined above in Articles (c) 1,2,3,4,5 (i) (ii) and (iii).

22.08 GRATUITY-FULL-TIME EMPLOYEES

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. See Part A, Appendix B – Sick Leave Credit-Based Retirement Gratuity (where applicable).

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

Upon death or retirement from employment with the Board after five (5) or more years continuous service with the Board, employees eligible and applying for any pension receivable under the Ontario Municipal Employee's Retirement System then in force, shall be entitled to a retirement gratuity calculated as follows, but not to exceed a total amount of \$8,000:

After:

5 years service	20%	of cumulative sick leave credits at daily rate of pay as at date of retirement.
6 years service	22%	
7 years service	24%	
8 years service	26%	
9 years service	28%	
10 years service	30%	
11 years service	32%	
12 years service	34%	
13 years service	36%	
14 years service	38%	
15 years service	40%	
16 years service	42%	
17 years service	44%	
18 years service	46%	
19 years service	48%	
20 years service	50%	

At the employee's request, the payment of this allowance shall be:

1. A lump sum payment at the time of retirement; or
2. For income tax purposes, held over to the subsequent taxation year following retirement;
3. A group Registered Retirement Savings plan payable to the registered carrier, to be held in trust for the employee and payable at normal retirement age.
4. Converted into a paid pre-retirement vacation equivalent.

ARTICLE 23 - SCHOOL RENTALS AND CHECKS

23.01 If and when schools are rented for a fee, payment shall be at an employee's hourly rate of pay. Where such extra time is continuous with the employee's regularly scheduled shift, the overtime provisions of this agreement shall apply. An employee's regular hours of work shall not be altered in order to defeat the purpose of this clause. Payment under this clause shall be made by payroll only.

23.02 a) When requested by the Employer to conduct school checks on weekends and paid holidays, employees shall be paid:

Effective September 1:	2019	2020	2021
Travel allowance	\$12.12	\$12.24	\$12.36
Per school check	\$8.08	\$8.16	\$8.24

b) When requested by the Employer to conduct school checks on weekends and paid holidays in secondary schools, employees shall be paid three (3) hours' pay at an employee's regular hourly rate per school check.

ARTICLE 24 - ELECTIONS

24.01 Employees shall be allowed time to vote without deduction from pay in accordance with the relevant statutes regarding same.

ARTICLE 25 - PAY DAY

25.01 The Employer shall pay salaries every second Thursday in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

25.02 Higher Rating

When an employee is requested to relieve in a position of higher rating, he shall receive for the full period of relief, an increase equal to one (1) increment above the rate he is presently receiving or the starting rate of such higher position, whichever is greater, and in no instance may an employee receive a rate which is greater than the maximum rate for each classification. If a paid holiday occurs during the relief, it shall be considered to be one (1) shift. The employee, when relieving outside the bargaining unit, shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

25.03 Lower Rating

When an employee is requested to relieve in a position of lower rating, he shall maintain his regular rate of pay while so assigned.

ARTICLE 26 - BENEFITS, INSURANCE AND PENSION PLANS

26.01 The previous article 26.01 made reference to life, health and dental benefits which existed prior to the bargaining unit's participation in the CUPE EWBT and has therefore been removed from Part B. See Part A, Article C5.00.

26.02 In addition to the Canada Pension Plan every eligible employee shall join the Ontario Municipal Employee's Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the system.

26.03 For employees of the bargaining unit who work twenty (20) hours per week or less, the employee shall receive in addition to his regular hourly rate, an amount equal to 8% of his regular hourly rate in lieu of fringe benefits provided in article 26.01 Benefits, Insurance and Pension Plans.

ARTICLE 27 - TERMINATION OF EMPLOYMENT

27.01 An employee may resign on giving the Employer ten (10) working days previous notice. Where an employee is dismissed for just cause or fails to comply with this Article, such employee shall not be entitled to vacation pay credits other than those provided for by the Employment Standards Act.

27.02 Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days in advance of such lay-off. After notice of lay-off they shall be paid in lieu of work for that part of ten (10) days during which work was not made available.

ARTICLE 28 - RETIREMENT

28.01 While there is no mandatory retirement age, the normal retirement age for all employees shall be sixty-five (65) years of age. An employee who becomes physically or mentally handicapped prior to reaching retirement age may continue to be employed by the Employer at an occupation and a rate of pay which takes into consideration the ability, physical and mental condition of such employee.

ARTICLE 29 - HEALTH EXAMINATION

29.01 When required by the Employer the employees will submit to a medical examination, it being understood that the expense of such shall be borne by the Employer and without limiting the generality of the foregoing the employees agree to submit to any examination required from time to time.

ARTICLE 30 - CHANGING SHIFTS

30.01 Employees must give the Employer at least three (3) working days notice of intention to change shift, together with an undertaking signed by an employee willing to exchange such shift and that such change in shift indicated by an employee shall not result in overtime compensation or payment.

ARTICLE 31 - ORDERS AND DIRECTIVES

31.01 Custodians shall normally receive and accept orders, directives, etc. from their immediate supervisor who, under normal circumstances, is the principal of the school or his designate.

When schools are closed, custodians shall receive their orders and directives from the appropriate supervisory officer or his/her designate. All other employees shall normally receive their orders and directives from the appropriate supervisory officer or his/her designate.

ARTICLE 32 - VEHICLE ALLOWANCE

32.01 The employee utilizing his personal vehicle at the request of the Employer in order to carry out the business of the Employer shall receive a vehicle allowance at the current Board rate while on the Employer's business. Employees who are required to carry personnel, supplies, or equipment on a regular basis shall receive a vehicle allowance at the current Board rate plus \$0.03 per km.

ARTICLE 33 - POSTING OF NOTICES

33.01 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices that may be of interest to employees concerned in such locations as may be mutually agreed upon by the Employer and the Union. Such notices shall be submitted to the Employer for approval before posting and the number of days of posting shall be clearly shown on all such notices, and it shall be the duty of the Union that outdated notices be forthwith removed from such bulletin boards.

ARTICLE 34 - VALIDITY OF AGREEMENT

34.01 In the event of any of the provisions of this agreement or any practice established hereby being contrary to the provisions of any applicable law hereinbefore or hereinafter enacted, this agreement shall not be deemed to be abrogated, but shall be amended so as to conform with the requirements of any such law.

ARTICLE 35 - SCHEDULES

35.01 Schedule "A" Classification and Wage Rates for Full-time and Part-time Employees attached hereto is deemed to form an integral part of this agreement.

35.02 When any position not covered by Schedule "A" is established during the term of this agreement the rate of pay shall be subject to negotiations between the Employer and the Union.

ARTICLE 36 - GENERAL

36.01 All employees shall be covered by the provisions of the Employment Insurance Act and its regulations.

36.02 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall suffer no deduction from his pay regardless of hours worked.

36.03 The Employer agrees to contribute 50% of the initial cost of work clothing and 50% of the cost of renewal of work clothing in subsequent years to be applicable once a year between September 1 and August 31.

36.04 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.

36.05 The spouse of a birth parent shall be allowed leave of absence with pay and without loss of seniority and benefits for the birth of the employee's child: one (1) day (½ day when the child is born and ½ day when birth parent is dismissed from hospital).

36.06 The Employer agrees to grant Family Medical Leave or Critical Illness Leave as per the Employment Standards Act. Employees are entitled to Supplemental Employment Benefits (SEB) – See Part A, Article 12.1 g).

36.07 Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for taking out Canadian Citizenship papers: one (1) day for swearing in ceremony.

36.08 No employee in the bargaining unit shall be laid off as the direct result of the contracting out of work normally and regularly performed by the employees in the bargaining unit.

36.09 When employees are required by the Employer to work in a community other than their regular place of employment, they shall be paid a meal allowance of \$5 per meal without a receipt and upon presentation of a receipt, up to a maximum of:

Effective September 1:	2019	2020	2021
Per meal	\$6.06	\$6.12	\$6.18

36.10 Where an employee takes a course with the prior approval of the Superintendent concerned, the Board will pay two-thirds of the tuition fee at the beginning of the course and one-third of the tuition fee upon successful completion of the course.

36.11 When required by the Occupational Health and Safety Act, the Board shall provide Personal Protective Equipment (PPE). Such safety equipment shall be worn by the employees concerned as required by said Act.

- 36.12 The Board shall reimburse the cost of safety shoes or safety boots with a Grade 1 CSA approved green label or a Grade II CSA approved yellow label up to a maximum of \$150 per year, or \$300 every two years. Protective footwear shall be worn by employees at all times while at work.
- 36.13 The parties agree that in no case shall general student supervision be assigned to a classification or position in this bargaining unit. This does not diminish any employee's obligation to assist in emergency situations.

ARTICLE 37 - TERMINATION OF AGREEMENT

- 37.01 This agreement shall become effective on the 1st day of September 2022 and shall continue until the 31st day of August 2026.
- 37.02 Any changes deemed necessary in this agreement may be made by a mutual agreement at any time during the existence of this agreement.
- 37.03 Either party desiring to propose changes or amendments to this agreement shall between the period of thirty (30) days and ninety (90) days prior to the termination date give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) days of the receipt of such notices by one party the other party is required to enter into negotiations for a renewal or revision of this agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate the revised or new agreement.

**SCHEDULE A -
CLASSIFICATION AND WAGE RATES FOR FULL-TIME AND PART-TIME EMPLOYEES
(Part 1)**

Effective September 1, 2022 \$2,080

CLASSIFICATION	First 6 months	7th to 12th month	13 months & over
A - I Custodians	\$ 47,036	\$ 48,064	\$ 48,846
A - II Assistant Head Custodian	\$ 49,595	\$ 50,688	\$ 51,515
B - Utility Person/Groundskeeper	\$ 49,110	\$ 49,722	\$ 50,358
C - Semi-skilled Tradespersons	\$ 48,583	\$ 49,225	\$ 49,835

NOTE:

1. Part-time employees shall be credited with their accumulated seniority and shall be placed in the wage grid according to their seniority.
2. Part-time employees shall progress on the wage grid based on paid hours.
3. An allowance not exceeding \$123 per month shall be paid to lead persons when appointed by the Employer.
4. Employees will be paid an additional \$243 per annum for holding a fourth class engineer certificate when required in the performance of their duties.

**SCHEDULE A -
CLASSIFICATION AND WAGE RATES FOR FULL-TIME AND PART-TIME EMPLOYEES
(Part 2)**

Effective September 1, 2023 \$2,080

CLASSIFICATION	First 6 months	7th to 12th month	13 months & over
A - I Custodians	\$ 49,116	\$ 50,144	\$ 50,926
A - II Assistant Head Custodian	\$ 51,675	\$ 52,768	\$ 53,595
B - Utility Person/Groundskeeper	\$ 51,190	\$ 51,802	\$ 52,438
C - Semi-skilled Tradespersons	\$ 50,663	\$ 51,305	\$ 51,915

NOTE:

1. Part-time employees shall be credited with their accumulated seniority and shall be placed in the wage grid according to their seniority.
2. Part-time employees shall progress on the wage grid based on paid hours.
3. An allowance not exceeding \$123 per month shall be paid to lead persons when appointed by the Employer.
4. Employees will be paid an additional \$243 per annum for holding a fourth class engineer certificate when required in the performance of their duties.

**SCHEDULE A -
CLASSIFICATION AND WAGE RATES FOR FULL-TIME AND PART-TIME EMPLOYEES
(Part 3)**

Effective September 1, 2024 \$2,080

CLASSIFICATION	First 6 months	7th to 12th month	13 months & over
A - I Custodians	\$ 51,196	\$ 52,224	\$ 53,006
A - II Assistant Head Custodian	\$ 53,755	\$ 54,848	\$ 55,675
B - Utility Person/Groundskeeper	\$ 53,270	\$ 53,882	\$ 54,518
C - Semi-skilled Tradespersons	\$ 52,743	\$ 53,385	\$ 53,995

NOTE:

1. Part-time employees shall be credited with their accumulated seniority and shall be placed in the wage grid according to their seniority.
2. Part-time employees shall progress on the wage grid based on paid hours.
3. An allowance not exceeding \$123 per month shall be paid to lead persons when appointed by the Employer.
4. Employees will be paid an additional \$243 per annum for holding a fourth class engineer certificate when required in the performance of their duties.

**SCHEDULE A -
CLASSIFICATION AND WAGE RATES FOR FULL-TIME AND PART-TIME EMPLOYEES
(Part 4)**

Effective September 1, 2025 \$2,080

CLASSIFICATION	First 6 months	7th to 12th month	13 months & over
A - I Custodians	\$ 53,276	\$ 54,304	\$ 55,086
A - II Assistant Head Custodian	\$ 55,835	\$ 56,928	\$ 57,755
B - Utility Person/Groundskeeper	\$ 55,350	\$ 55,962	\$ 56,598
C - Semi-skilled Tradespersons	\$ 54,823	\$ 55,465	\$ 56,075

NOTE:

1. Part-time employees shall be credited with their accumulated seniority and shall be placed in the wage grid according to their seniority.
2. Part-time employees shall progress on the wage grid based on paid hours.
3. An allowance not exceeding \$123 per month shall be paid to lead persons when appointed by the Employer.
4. Employees will be paid an additional \$243 per annum for holding a fourth class engineer certificate when required in the performance of their duties.

APPENDIX A**Terms and Conditions for Occasional Employees**

The terms and conditions for occasional employees as defined in the Definitions section of the collective agreement are specified below:

1. Job Posting

Occasional employees may apply to any posted vacancy within the bargaining unit. Once the provisions of Article 12.01 of the collective agreement have been exhausted in respect of full-time and part-time employees, occasional employees will be considered based on their ability, knowledge, training, skills and physical fitness to fulfill the normal requirements of the job and their capability to assume responsibility.

2. Seniority

Occasional employees shall accumulate seniority on the basis of one (1) year for each 2080 hours paid. New employees shall be considered probationary employees until they have performed 640 hours of service with the Employer, during which time they shall not accumulate seniority, but after which time their seniority shall date back from the commencement of 640 hours of service. During this probationary period such employees shall not be entitled to the Grievance Procedure in discharge cases as long as the discharge was not discriminatory, arbitrary or in bad faith.

Occasional employees who are hired as full-time or part-time employees shall have their accumulated seniority recognized for all purposes under the collective agreement.

Seniority List

The Employer shall prepare and maintain a seniority list for occasional employees. The list shall reflect the total number of hours paid. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

3. Vacation Pay and Statutory Holidays

Occasional employees shall be paid vacation pay and statutory holiday pay in accordance with the Employment Standards Act.

4. Benefit Plans and Paid Leaves

Occasional employees shall receive an amount equal to 8% of their regular hourly rate in lieu of benefits and paid leaves.

5. Unpaid Leave of Absence

Leave of absence without pay up to three (3) months may be granted to an employee for personal reasons at the sole discretion of the Employer.

6. Wage Rates

Occasional employees shall be paid 80% of the base rate for full-time and part-time employees.

7. Wage Rates for Long-term Assignments

Occasional employees who are assigned to a position in excess of twenty (20) consecutive work days shall be entitled to a wage rate as though they were part-time or full-time employees retroactive to the first day of the assignment.

8. Hours of Work

Occasional employees shall work the same hours as the full-time or part-time employees being replaced.

9. The Employer agrees to grant maternity leave as per the Employment Standards Act.

10. When required by the Occupational Health and Safety Act, the Board shall provide safety glasses, safety helmets and safety masks. Such safety equipment shall be worn by the employees concerned as required by said Act.

11. Every employee, hired subsequent to July 1, 1990, who is eligible to be a separate school supporter as provided in the Education Act, shall become and remain a separate school supporter during the course of employment with the Board.

12. Occasional employees who have accumulated 2080 hours of work are eligible for reimbursement of the cost of safety shoes or safety boots with a Grade I CSA-approved green label or a Grade II CSA-approved yellow label up to a maximum of \$150. Subsequent to the initial reimbursement, occasional employees shall be eligible for reimbursement upon accumulating 2080 additional hours of work. Protective footwear shall be worn by employees at all times while at work.

The following articles shall also apply to occasional employees:

Article 1	Article 15
Article 2	Article 17
Article 3.01	Article 19
Article 3.02	Article 24
Article 3.03	Article 25.01
Article 4	Article 28
Article 5	Article 29
Article 6	Article 31
Article 7	Article 32
Article 8	Article 33
Article 9	Article 34
Article 10	Article 36.01
Article 11.04 a), b), c), f), g), h)	Article 36.02
Article 13	Article 36.04 e)
Article 14	Article 37


This Collective Agreement is signed on behalf of:


Nipissing-Parry Sound Catholic District
School Board


Paula Mann

Shawn Fitzsimmons

Canadian Union of Public Employees
and its Local No. 2799


Jason Bourdon (Jul 19, 2024 14:04 EDT)


Venise Paquette (Nov 6, 2024 16:00 EST)


Linda Mantha (Jul 23, 2024 23:16 EDT)

Signed at North Bay this 19 day of July 2024.

Letter of Understanding
between
NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD
and
CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2799

Re: Protected Complement

For purposes of Letter of Understanding #3 between the Canadian Union of Public Employees and the Council of Trustees Association re: Job Security: Protected Complement, the overall protected complement as at December 19, 2022 is:

- Custodians – 29.625 FTE
- Assistant Head Custodian – 1.0 FTE
- Utility Person/Groundskeeper – 2.5 FTE

This letter of understanding expires on August 30, 2026.

Signed by the parties hereto on the 3rd day of February, 2023 at North Bay, Ontario.

For the Board

Grace Barnhardt
Grace Barnhardt (Feb 3, 2023 12:25 EST)

For the Union

Jason Bourdon
Jason Bourdon (Feb 3, 2023 12:22 EST)

APPENDIX C

Re: OMERS Administration Manual

For up-to-date information, please refer to: <https://kmpub.omers.com/>

Signature: Paula Mann
Paula Mann (Jul 19, 2024 13:02 EDT)

Email: mann@npsc.ca

Signature: Shawn Fitzsimmons
Shawn Fitzsimmons (Jul 23, 2024 09:53 EDT)

Email: fitzsims@npsc.ca