



The Northwest Catholic  
District School Board

**CUPE** *Canadian Union  
of Public Employees*

# COLLECTIVE AGREEMENT

BETWEEN

**THE NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65**

The collective agreement shall consist of two parts.  
Part "A" consists of provisions respecting central issues.  
Part "B" consists of provisions with respect to local issues and certain central issues.



Collective Agreement

# CUPE & OCSTA PART A: CENTRAL TERMS

EFFECTIVE SEPTEMBER 1, 2022

TO

AUGUST 31, 2026

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**MEMORANDUM OF SETTLEMENT**

of all outstanding matters forming the agreement on central terms pursuant to the  
*School Boards Collective Bargaining Act, 2014*

**BETWEEN:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
(hereinafter 'CUPE')

**AND**

**THE COUNCIL OF TRUSTEES' ASSOCIATIONS**  
(hereinafter the 'CTA/CAE')

**AND AGREED TO BY:**

**THE CROWN**

1. The parties and the Crown agree that this Memorandum and attached Appendix I form the basis of a full and final settlement of the current round of Central negotiations. The parties and the representatives of the Crown agree to recommend the terms of settlement as set out herein and in the accompanying appendices to their respective principals and will make good faith efforts towards the goal of ratification/ approval.
2. The attached Appendix I forms part of and shall be incorporated into the collective agreements between CUPE and the respective school boards.
3. Ratification of this Memorandum of Settlement of Central Terms by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by CUPE and by the CTA/CAE, and by agreement of the Crown, whichever is later. The parties will endeavor to complete the central ratification and agreement processes by December 19, 2022.
4. The terms of this Memorandum of Settlement and Appendix I shall be effective on the date of the ratification of the local terms, unless otherwise noted, as per Section 39 (6, 7) of the *School Boards Collective Bargaining Act, 2014* (the "SBCBA").
5. Any compensation items that are retroactive shall be paid no later than thirty (30) days following ratification of the respective local terms.

6. The collective agreement shall consist of two parts. Part "A" consists of provisions respecting Central Issues. Part "B" consists of provisions with respect to Local Issues.
7. The terms herein, and in the accompanying Appendix I, shall form the entirety of the central terms of the collective agreement and any directions to local parties with respect to centrally bargained issues.
8. The Appendix I includes agreements reached at the central table that direct local parties with respect to the incorporation of local language on central issues. Such incorporation shall occur without modification as part of the process of finalizing the structure and content of each collective agreement.
9. Effective upon the signing of this Memorandum of Settlement, CUPE agrees to not take any job action in respect of matters bargained at the central table, and the CTA/CAE agrees to not provide notice of lockout or change terms and conditions of employment, pending the outcome of the central ratification process.
10. There shall be no reprisals for any CUPE member who participated in job action on November 4 through November 7, 2022 (the "Job Action"), and no such CUPE member shall suffer a loss of pay, benefits, seniority or continuous service as a result of participation in the Job Action.
11. CUPE, the CTA/CAE and the Crown agree that they have each acted in good faith in negotiating this Memorandum of Settlement and that no party will bring (or have brought on its behalf) any claims or proceedings whatsoever, including, without limitation, any claims under the *Canadian Charter of Rights and Freedoms*, the *Human Rights Code*, the *Education Act*, the *SBCBA* or the *Labour Relations Act, 1995*, against any other party, the Crown, or any school board (or related or affiliated persons or entities) arising from or relating to this round of collective bargaining (including, without limitation, any negotiations or communications with respect to this Memorandum of Settlement and Appendix I, any act or omission, including any negotiations or communications in relation to the *Keeping Students In Class Act, 2022*, and the Job Action), and to the extent that any such claims or proceedings have been commenced, they shall be withdrawn.
12. The employer agrees that any actual or intended disciplinary action(s) arising from or relating to the Job Action shall be withdrawn, rescinded and/or dismissed, and any record of such disciplinary action(s) shall be removed from all CUPE employee personnel files. Any grievances or claims made by CUPE relating to unpaid wages or discipline relating to the Job Action shall be deemed settled.

**13. COMPENSATION**

a) Hourly Employees

The wage increase for all job classifications within the collective agreement will be as follows:

2022-2023	\$1 per hour
2023-2024	\$1 per hour
2024-2025	\$1 per hour
2025-2026	\$1 per hour

b) Salaried Employees

Where a position's salary is not expressed as an hourly rate, it shall be the equivalent of \$1.00 per hour based on the work hours and workdays per year as per the collective agreement.

- Ex.  $\$1 \times 7 \times 194 = \$1,358$
- $\$1 \times 7 \times 260 = \$1,820$
- $\$1 \times 8 \times 260 = \$2,080$

In the absence of language in the collective agreement, or established practice, defining the workday and/ or the work year, the salary rate shall be increased by \$1633.

If an employee works less than the number of hours and workdays per year, the yearly increase will be multiplied by the full-time equivalency.

- Ex.  $\$1 \times 7 \times 260 \times 0.5 = \$ 910$

c) The parties and the Crown agree that this paragraph shall only apply where another education worker table agrees to an increase in salary based on a flat hourly amount. If the flat monetary increases in aggregate for compensation as noted above are less than the aggregate flat monetary increases for compensation agreed to at other education worker table (s) for the years 2022-2023, 2024-2024, 2024 - 2025 and 2025-2026, the aggregate flat monetary increases for 2022-2023, 2024-2024, 2024 - 2025 and 2025-

2026 agreed to at the other education worker table (s) will be allocated to CUPE education worker members.

- d) The parties and the Crown agree that any disputes concerning the application of increases in accordance with paragraph b shall be subject to the dispute resolution procedures in the collective agreement.

#### **14. COMMUNITY USE OF SCHOOLS**

Conditional upon the approval by the Lieutenant-Governor-In-Council (if applicable), the Crown will maintain the investment in community use of schools funding, in the Grants for Student Needs (as shown in the table in Appendix III), for the duration of this collective agreement.

It is intended that this funding be used to staff schools with CUPE custodians during community use, consistent with local collective agreements and existing board policies, procedures and practices. Where current practices do not provide CUPE custodial staff for community use events, and where policies and procedures allow, the funding will be used to provide CUPE custodial staffing to the extent of the available funds.

#### **15. SUPPORT FOR STUDENTS FUND ('SSF')**

- a) Special Education Staff Amount

In recognition of the role that education assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, the Crown will, conditional upon the approval by the Lieutenant-Governor-In-Council (if applicable), make a system investment in each year of the collective agreement, to be utilized for special education needs.

The school board's share of the special education staffing amount shall be allocated for each CUPE bargaining unit based on the FTE of that bargaining unit for the following staffing categories: educational assistants, child and youth workers and professional student services personnel compared to the board's total FTE of educational assistants, child and youth workers and professional student services personnel.

The table in Appendix IV provides the funding amounts as a result of this system investment.

b) Other Staffing Amount

In recognition of the role that office, clerical and technical, and custodial and maintenance employees play in promoting safe, healthy and caring schools, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in each year of the collective agreement.

The school board's share shall be allocated for each CUPE bargaining unit based on the FTE of that bargaining unit for the following staffing categories: office, clerical and technical, custodial and maintenance education workers compared to the board's total FTE of office, clerical and technical, custodial and maintenance education workers.

The table in Appendix IV provides the funding amounts as a result of this system investment.

c) Complement

Funds must be spent on CUPE positions. Positions created with the SSF are included in the protected complement.

**16. APPRENTICESHIP PROGRAM**

The Crown shall create a one-time Priorities and Partnerships Fund (PPF) for distribution, consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$4.5 million for the duration of the agreement. Any unspent funds at the conclusion of the agreement will be returned to the Crown. Funds from this PPF shall be allocated to school boards during the 2023-2024 school year, on the basis of joint applications received from school boards and CUPE locals for skilled trades apprenticeships.

The purpose of the PPF is to provide on-the-job skilled trades training for CUPE employees as apprentices.

Representatives of the central parties and the Crown will review, update, and revise the existing distribution model and application process.

It is understood that the purpose of the apprenticeship program is not to reduce current complement/positions.

Dated this 20 day of November, 2022 at Toronto

**FOR THE COUNCIL OF TRUSTEES' ASSOCIATION (CTA/ CAE)**

Don McPherson

Amir

Hoosfield

Vu

**FOR THE CROWN**

Paul

H. Duggle

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

Abel

Sanni Kuczyola

Ray M

Chris Powell

W

Mike Sze

Jodi Legami

Robb

Mark

Shawn

T. Conring

Ch L

*Adrian*

*[Signature]*

# **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.

# **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.
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4. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

### **C3.00 LENGTH OF TERM/NOTICE TO BARGAIN**

#### **C3.1 Term of Agreement**

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

#### **C3.2 Term of Letters of Agreement/Understanding**

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

#### **C3.3 Amendment of Terms**

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

#### **C3.4 Notice to Bargain**

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

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

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

### **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

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

#### **C4.1 Statement of Purpose**

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

#### **C4.2 Parties to the Process**

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

#### **C4.3 Meetings of the Committee**

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

#### **C4.4 Selection of Representatives**

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

#### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

**C4.6 Role of the Central Parties and Crown**

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

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

b. The Crown shall have the following rights:

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

**C4.7 Referral of Disputes**

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

**C4.8 Carriage Rights**

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

#### **C4.9 Responsibility to Communicate**

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

#### **C4.10 Language of Proceedings**

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

#### **C4.11 Definition of Dispute**

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

#### **C4.12 Notice of Disputes**

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

- a. Notice of the dispute shall include the following:
  - i. Any central provision of the collective agreement alleged to have been violated.
  - ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
  - iii. A comprehensive statement of any relevant facts.

- iv. The remedy requested.

#### **C4.13 Referral to the Committee**

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

#### **C4.14 Timelines**

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

#### **C4.15 Voluntary Mediation /Expedited Meditation**

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.

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

#### **C4.16 Arbitration**

- a. Arbitration shall be by a single arbitrator.

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

## **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

### **C5.1 Eligibility and Coverage**

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").

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

## **C5.2 Funding**

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

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

## **C5.3 Cost Sharing**

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and

CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

#### **C5.5 Payment in Lieu of Benefits**

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

#### **C5.6 Benefits Committee**

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

#### **C5.7 Privacy**

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

### **C6.00 SICK LEAVE**

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

##### **Definitions:**

The definitions below shall be exclusively used for this article.

**"Full year"** refers to the ordinary period of employment for the position.

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

**"Long Term Supply Assignment"** means, in relation to an employee,

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

**“Casual Employees”** means,

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

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

**“Fiscal Year”** means September 1 to August 31.

**“Wages”** is defined as the amount of money the employee would have otherwise received over a period 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 prorated accordingly.

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

**e) Refresh Provision for Permanent Employees**

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

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

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

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

**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

## **h) Proof of Illness**

### **Sick Leave Days Payable at 100%**

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

### **Short-Term Disability Leave**

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

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

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

**i) Notification of Sick Leave Days**

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

**j) Pension Contributions While on Short Term Disability**

**Contributions for OMERS Plan Members:**

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

**Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

**l) Sick Leave to Establish EI Maternity Benefits**

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

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

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

**C7.6 Without Prejudice or Precedent**

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

**C7.7 Cost of Labour Relations Meetings**

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

**C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

**C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

**C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

**Negotiations Committee**

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

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

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

**C12.1 Family Medical Leave or Critical Illness Leave**

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

#### **Supplemental Employment Benefits (SEB)**

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

#### **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

#### **C14.00 SPECIALIZED JOB CLASSES**

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

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

#### **C15.00 PROFESSIONAL ACTIVITY DAYS**

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

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

**APPENDIX A**

<b>Name of Board where Dispute Originated:</b>	
<b>CUPE Local &amp; Bargaining Unit Description:</b>	
<b>Policy</b>	<b>Group Individual Grievor's Name (if applicable):</b>
<b>Date Notice Provided to Local School Board/CUPE Local:</b>	
<b>Central Provision(s) Violated:</b>	
<b>Statute/Regulation/Policy/Guideline/Directive at issue (if any):</b>	
<b>Comprehensive Statement of Facts (attach additional pages if necessary):</b>	
<b>Remedy Requested:</b>	
<b>Date:</b>	<b>Signature:</b>
<b>Committee Discussion Date:</b>	<b>Central File #:</b>
<b>Withdrawn Resolved Referred to Arbitration</b>	
<b>Date:</b>	<b>Co-Chair Signatures:</b>
<b>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.</b>	

## **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><b>Dear Health Care Professional,</b> 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>
---	---

<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

**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*)**

<b>PHYSICAL (if applicable)</b>				
<b>Walking:</b> <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>	<b>Standing:</b> <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>	<b>Sitting:</b> <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>	<b>Lifting from floor to waist:</b> <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>	
<b>Lifting from Waist to Shoulder:</b> <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>	<b>Stair Climbing:</b> <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"/> <b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify):</i> <b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(specify):</i>		
<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> 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
<b>COGNITIVE (if applicable)</b>				

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes       No

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

- Regular full time hours    Modified hours  
 Graduated hours

Start Date:                      **dd   mm   yyyy**



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

Additional or follow up information may be requested as appropriate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

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

## LETTER OF UNDERSTANDING #2

### BETWEEN

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

### AND

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

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

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

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

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

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

#### **STATUTORY/PUBLIC HOLIDAYS**

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

#### **WSIB TOP-UP**

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

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

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

**Common Central Provisions**

**Maternity Benefits/SEB Plan**

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

**SHORT-TERM PAID LEAVES**

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

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

### **SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD**

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

### **Re: Job Security: Protected Complement**

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #4**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown**

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

#### **PREAMBLE:**

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

#### **I. MANDATE OF THE COMMITTEE**

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

#### **II. DELIVERABLES**

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

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

#### **III. MEMBERSHIP**

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

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

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

#### **IV. CO-CHAIR SELECTION**

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Provincial Working Group – Health and Safety**

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

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

**LETTER OF AGREEMENT # 13**

**BETWEEN**

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

**and**

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

**and**

**The Crown**

**RE: Learning and Services Continuity and Absenteeism Task Force**

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

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

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

The task force will:

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

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

COLLECTIVE AGREEMENT

# CUPE & TNCDSB PART B: LOCAL TERMS

EFFECTIVE SEPTEMBER 1, 2022  
TO  
AUGUST 31, 2026

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**COLLECTIVE AGREEMENT**

**Between:**

**NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD**

**(hereinafter called the "Employer")**

**of the first part**

**and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65**

**(hereinafter called the "Union")**

**of the second part**

**ARTICLE 1 - PURPOSE OF THE AGREEMENT**

**1.01 Purpose of the Agreement**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

**ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

**2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 65 as the sole and exclusive bargaining agent for all employees of the Northwest Catholic District School Board employed in the District of Rainy River and Kenora, save and except supervisors, persons above the rank of supervisor, teachers and occasional teachers as defined by the Education Act, Executive Assistant to the Director of Education, Administrative Assistants and Human Resources Administrator, Dispatchers, persons temporarily employed

under provincially or federally funded works programs and students employed on a co-operative work study program.

## **2.02 Work of the Bargaining Unit**

Persons, whose jobs (paid or unpaid) are not in the bargaining unit shall not perform any work which is normally or customarily performed by the bargaining unit members. This shall not preclude the use of volunteers in the schools provided that such use of volunteers does not cause the lay-off of a bargaining unit member.

## **2.03 Right of Fair Representation**

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees and any other advisor when dealing or negotiating with the Employer. With the approval of the Director of Education or designate, the representative/advisor may have access to the Employer's premises in order to deal with any matters arising out of this collective agreement. Such permission will not unreasonably be withheld.

## **2.04 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this collective agreement.

## **2.05 Union Officers and Committee Members**

Union Officers and committee members shall be entitled to leave their work during working hours in order to investigate and process grievances, and to attend meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate Supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties shall be without loss of remuneration.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01 Management Rights**

The Union acknowledges that it is the exclusive function of the Board to:

- (a) Maintain order, discipline, efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees which rules and regulations, not inconsistent with the terms of this collective agreement, are primarily designed for the safety and welfare of the employees, the efficiency of the operations and protection of the Board's property and the welfare of the public.

- (b) Hire, transfer, promote, demote, lay-off, recall, assign duties and to suspend, discipline or discharge any employee for just and reasonable cause provided that a claim by an employee who alleges to have been unjustly dealt with on any of the foregoing items will be the subject of a grievance and dealt with under Article 11, "Grievance Procedure".

## **ARTICLE 4 - HUMAN RIGHTS**

### **4.01 No Discrimination**

In accordance with the Ontario Human Rights Code, the parties agree that there shall be no discrimination exercised or practiced with respect to any employee by reason, of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of her/his membership or activity in the Union. The Employer shall exercise its rights in a fair and reasonable manner.

### **4.02 No Harassment**

The Employer agrees to maintain a harassment policy and administer all complaints in accordance with that policy. The Employer will provide a copy of the harassment policy to all Shop Stewards and such policy will be posted on all bulletin boards. Any proposed changes to the Policy will be forwarded to the Union for input in accordance with the Board's policy.

### **4.03 Personal Rights**

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

## **ARTICLE 5 - UNION MEMBERSHIP AND CHECK OFF**

### **5.01 All Employees to be Members**

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

### **5.02 Deduction of Dues**

The Employer agrees to deduct each month from the salary of each employee covered by this agreement the amount of Union dues as provided by the Constitution and By-Laws of the Union and remit same to the Secretary-Treasurer of CUPE Local No. 65 not later than the

15<sup>th</sup> day of the month following, accompanied by a list of names of all employees from those wages the deductions have been made.

### **5.03 Dues Receipts**

At the same time that income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each employee for each relevant year.

### **5.04 Indemnity Clause**

In consideration of the deduction and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Board harmless against any claim of liability arising out of or resulting from the operation of this Article.

### **5.05 Interviewing Opportunity**

The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of the employment set out in the articles dealing with Union Security and Dues Check-Off.

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her/his Union Steward or Representative. The Steward or Representative shall be permitted a maximum of fifteen (15) minutes to discuss with the new employee the employee's rights and responsibilities under the Collective Agreement. The Union agrees that the Steward or Representative will request permission from her/his supervisor to extend the time limit noted above. The Union further agrees that whenever possible the Steward or Representative will carry out this function outside of working hours or if on working hours at a single session where more than one new employee is involved.

## **ARTICLE 6 - CORRESPONDENCE**

### **6.01 Correspondence**

All correspondence between the parties, arising out of this Agreement shall be copied to the Unit Chair.

A copy of any correspondence between the Employer, or her/his designate to any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Union Chair.

## **ARTICLE 7 - BOARD MINUTES AND RESOLUTIONS**

### **7.01 Resolutions**

The Employer agrees to distribute a copy of the Board Agenda Package to each school and Unit Chair. It shall be made accessible to the Shop Steward prior to a Board Meeting, in sufficient time, so as to allow union representation to the Board on relevant matters.

### **7.02 Minutes**

Copies of Minutes from Board meetings will be provided to the Union upon written request.

## **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

### **8.01 Labour Management Committee**

The parties shall meet 3 times a year for the purpose of discussing issues relating to the work place which affect the parties or any employee bound by this agreement. Each party to this agreement may choose up to four (4) members present at the meeting. Time spent at such meetings shall not result in loss of remuneration. Wherever possible, teleconferencing and/or videoconferencing may be used to eliminate travel. The parties agree that at least one meeting will be done in person per school year.

## **ARTICLE 9 - LABOUR-MANAGEMENT BARGAINING RELATIONS**

### **9.01 Representatives**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer the names of its Officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **9.02 Union Bargaining Committee**

A Union Bargaining Committee elected or appointed by the Union shall consist of no more than six (6) members of the Local Union. The Union will advise the Employer of the Union members of the Committee.

### **9.03 Time Off for Meeting**

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend negotiation meetings held within working hours

without loss of remuneration. The Union agrees to provide restitution of wages for any employee replacing any member of the Union's negotiating committee.

## **ARTICLE 10 - PLURAL OR FEMININE TERMS**

### **10.01 Plural or Feminine Terms**

For the purposes of interpretation of this agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 Recognition of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of Union Stewards. The Employer will recognize up to five (5) Stewards. The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize her/him. The Steward may assist any employee whom the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.

### **11.02 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that a Steward will not leave her/his work during working hours to perform her/his duties under this Agreement without obtaining the permission of her/his principal or designate. Permission to leave work shall not be unreasonably denied. Whenever possible the local community Steward will investigate disputes.

### **11.03 Definition of Grievance**

A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee, group of employees or the Union including any difference related to the interpretation, application, administration, or alleged violation of this agreement.

#### **11.04 Settling of Grievances**

It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay in the following manner:

##### **Step 1**

An employee having a grievance must first take it up with her/his Supervisor as soon as possible, and in any event within ten (10) working days of the alleged violation, and attempt to resolve the grievance informally. The employee shall have the right to be accompanied by a shop steward. The Supervisor will reply in writing to the grievance within a further five (5) working days.

##### **Step 2**

If the grievance is not settled at Step 1, it shall be reduced to writing signed by the Union and submitted to the Human Resources Administrator for consideration within five (5) working days of the grievor's receipt of the Supervisor's reply. The Human Resources Administrator or their designate shall meet with the shop steward and the employee(s) concerned within ten (10) working days after receiving the grievance. The Human Resources Administrator or their designate shall respond to the grievance in writing to the Union within an additional five (5) working days following the meeting.

##### **Step 3**

If the grievance is not settled at Step 2, the Union may within five (5) working days of the reply at Step 2 request in writing, a meeting with the Director of Education or their designate. A meeting shall take place within ten (10) working days of the request. It is understood that the Director of Education or their designate may have such counsel and assistance as he/she may desire and the Union may have such counsel and assistance as it may desire. The Director of Education shall deliver their reply, in writing, within five (5) working days following the date of such meeting.

##### **Step 4**

If the grievance is not satisfactorily resolved at Step 3, either the Union or the Board may refer the matter to arbitration as provided for in Article 12 within thirty (30) calendar days of the reply at Step 3.

#### **11.05 Policy Grievance**

Where a dispute involving a question of general application or interpretation of this agreement occurs, or where a grievance involves a group of employees, Steps 1 and 2 of the grievance procedure may be by-passed. All such grievances must be filed within ten (10) working days of the occurrence of the circumstances giving rise to the grievance.

**11.06 Failure to Act Within Time Limits**

Where no reply is given to a grievance within the time limits specified, the Union or the Board, shall be entitled to submit the grievance to the next step in the grievance procedure or to arbitration, as the case may be.

**11.07 Time Limits**

All time limits in Article 11 and Article 12 may be extended by mutual consent. Agreement for extensions must be in writing.

**11.08 Working Day**

A working day shall be defined as a day on which the Board would normally conduct its business affairs.

**11.09 Representative Rights**

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing with the Employer. The National Representative shall have access to the Employer's premises during working hours in order to investigate and assist in the settlement of a grievance.

**ARTICLE 12 - ARBITRATION****12.01 Referral to Board of Arbitration**

Both parties agree that any grievance that has been properly carried through all of the steps of the grievance procedure outlined in Article 11 and which has not been settled may be referred to a Board of Arbitration within thirty (30) calendar days of the receipt of the reply at Step 3.

**12.02 Composition of Board of Arbitration**

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be made by mail, addressed to the other party of the agreement, indicating the name of its nominee on the Arbitration Board. Within ten (10) working days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall select a Chairperson.
- (b) Notwithstanding (a) above the parties may by mutual agreement request the appointment of a sole Arbitrator in lieu of the Arbitration Board.
- (c) Where the parties fail to agree on an arbitrator within forty-five (45) working days of the notice of desire to submit the grievance to arbitration, the party making the initial request may request the Minister of Labour to appoint a sole arbitrator.

### **12.03 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

### **12.04 Expenses of the Board**

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will jointly and equally bear the expense of the chair of the arbitration board or the sole arbitrator.

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Discipline**

- (a) An employee may be disciplined or suspended by a member of the administrative staff.
- (b) Whenever practical, prior to the issuance of a suspension, the employee involved and a shop steward shall meet with the non-union supervisor (and other management staff if required) as soon as possible after the incident(s) giving rise to the action to discuss the matter(s) and the employee will be given full opportunity to respond to any allegations.

The non-union Supervisor will determine if and to what extent disciplinary action will be taken.

All disciplinary action, wherever practical, will be taken in the presence of a shop steward, unless the employee declines representation.

### **13.02 Disciplinary Action**

Disciplinary action is defined as but limited to:

- (a) a recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
- (b) a recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,

- (c) a suspension; or,
- (d) a discharge for cause.

### **13.03 Discharge**

An employee may be discharged for just cause. Prior to discharge, the Supervisor, shall advise the employee of the recommendation for discharge.

The employee and their union steward may request a meeting with the Director of Education to present the employee's side of the case. Either party may bring such counsel as necessary to provide advice and to ensure procedural fairness.

The Director of Education will render a final decision on the discharge, in writing, after the meeting.

### **13.04 Discipline Grievances**

Discipline grievances shall be processed to Step 2 of the grievance procedure with the Human Resources Administrator within five (5) working days after the employee has received notice of such disciplinary action. Such grievances may be settled by:

- (a) confirming management's action; or,
- (b) reinstating the employee with full compensation for time lost; or,
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties of the Board of Arbitration.

### **13.05 Discharge Grievances**

The Employer agrees that in the case of a grievance being filed in response to a discharge, the normal grievance procedure, as outlined in Article 11, will be bypassed and the grievance can be processed directly to Arbitration as per Article 12.

### **13.06 Personnel Files**

An employee shall have access to their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.

An employee living beyond a seventy-five (75) kilometer radius of the Corporate Office may request in writing to see her/his file and that file shall be delivered to the Employee through the Director, or Designate, within ten (10) working days.

**13.07 Adverse Reports**

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

**ARTICLE 14 - NO STRIKE OR LOCKOUT**

**14.01 No Strike or Lockout**

The Union shall not cause, direct, or consent to any strike by its members during the term of this Agreement.

The Board shall not cause or direct any lockout of its employees during the term of this Agreement.

**ARTICLE 15 - SENIORITY**

**15.01 Seniority Defined**

Full-time Employees

Seniority for full-time employees is defined as the length of service in the bargaining unit from the original date of hire, and shall include service with the Employer prior to the certification of the Union. Seniority shall operate on a bargaining unit wide basis.

Part-time Employees

Seniority for part-time employees is defined as the length of service in the bargaining unit from the original date of hire, and shall include service with the Employer prior to the certification of the Union. Seniority shall operate on a bargaining unit wide basis.

Effective January 1, 2000, seniority accumulation for part-time employees shall be calculated on actual hours worked excluding overtime hours.

- For Designate Early Childhood Educator 1755 hours (full year) or 1309.50 hours (school year) of work equals one (1) year of service
- For Secretaries – 1820 hours (full year) or 1358 hours (school year) of work equals one (1) year of service
- For Head Custodian – 2080 hours of work equals one (1) year of service
- For Custodians – 2080 hours of work equals one (1) year of service
- For Educational Assistants – 1164 hours of work equals one (1) year of service

For Child Youth Worker -	1358 hours of work equals one (1) year of service
For Library / Speech Assistant -	1164 hours of work equals one (1) year of service
For Lunch Hour Supervisor -	194 hours of work equals one (1) year of service
For Attendance Counselors –	1820 hours of work equals one (1) year of service
For Computer Technician –	1820 hours of work equals one (1) year of service
For Accounting Assistants –	1820 hours of work equals one (1) year of service

### **15.02 Probation for Newly Hired Employees**

A newly hired full-time or part-time employee shall be on probation only for the first ninety (90) calendar days of her/his employment. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except that the probationary employee has no right to grieve her/his discharge, unless she/he is alleging a violation of the Ontario Human Rights Code.

After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement of the parties.

### **15.03 Seniority List**

The Employer shall maintain a seniority list for full-time/part-time employees showing the current classification, location of work (i.e. – Sioux Lookout, Dryden, Fort Frances, Stratton, Atikokan), date upon which each employee's service commenced and the total number of years and days of service. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application received. An up-to-date seniority list shall be sent to the Unit Chair and to the shop stewards and shall be posted on all CUPE bulletin boards in January of each year.

Beginning with the December 31<sup>st</sup> seniority list, permanent part-time employees will have all casual hours worked after January 1, 2008 added to the permanent position seniority credits.

### **15.04 Loss of Seniority**

An employee shall not lose seniority and shall continue to accumulate seniority if she/he is absent from work because of illness or accident.

An employee shall not lose seniority but shall maintain the seniority she/he has accumulated if she/he is laid off or is on an approved leave of absence.

An employee shall lose her/his seniority and be deemed to be terminated if:

- (a) She/he is discharged for just cause and is not reinstated;
- (b) She/he resigns in writing from the employ of the Board;
- (c) She/he fails to return to work within five (5) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. However, laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer up to two (2) weeks' notice of termination to accept the recall;
- (d) She/he is laid-off for a period of two (2) years or more.

#### **15.05 Transfer of Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If an employee is transferred to a position outside of the bargaining unit, she/he shall retain her/his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, she/he shall be placed in a job consistent with her/his seniority. Such return shall not result in layoff or bumping of an employee holding greater seniority.

Notwithstanding the above, an employee who transfers out of the bargaining unit for a period longer than twenty-six (26) weeks shall lose her/his seniority.

### **ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

#### **16.01 Job Postings**

When a new position is created, or when a vacancy of a temporary (two (2) months or longer) or permanent nature occurs, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position. Job postings in July and August shall be posted on the Board Website.

No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully considered. Where there is no qualified applicant(s), the Employer may accept outside applications.

A temporary vacancy of two (2) months to eighteen (18) months will be posted as noted above, in order to replace an employee who will be on approved leave of absence due to Workers Compensation, sick leave, disability, vacation, pregnancy and parental leave, union leave, general leave, education leave or to perform special non-recurring tasks. For a temporary vacancy for a ten (10) month position, it is understood that the temporary vacancy posted will not extend past the end of the school year.

The Board will provide notice, in accordance with Article 17.04, to the temporary employee of an early ending of the temporary position in circumstances where a permanent employee is laid off and is qualified to perform the temporary position work.

### **16.02 Information on Postings**

Job posting notices shall contain the following information: nature of position, location, required qualifications, hours of work and wage or salary rate or range.

### **16.03 Role of Seniority in Promotions, Transfers and Staff Changes**

Both parties recognize:

- (a) The principle of promotion within the service of the Employer.
- (b) In making staff changes, transfers or promotions, appointment shall be made of the applicant within the bargaining unit with the greatest seniority and having the required qualifications (which includes ability and skill) in accordance with this article.
- (c) In the event that a special needs student transfers from one school to another school, the Board may choose to not post a vacancy in the Educational Assistant classification in the new school but may fill the vacancy with an administrative transfer. Such transfer will only be carried out after consultation with the Union and the employee, and such transfer will end at the completion of the current school year.

At the end of the current school year the transferred Educational Assistant will return to her/his original place of employment.

- (d) A transfer between communities (Atikokan, Sioux Lookout, Dryden, Fort Frances, Stratton) shall only occur by mutual consent of the Board and the employee.

### **16.04 Trial Period**

The successful applicant shall be given a trial period of fifteen (15) working days, during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period before it has run its full course without just cause. The employee shall be declared permanent after the trial period. The trial period may be extended upon the request of either party and upon the mutual consent of the parties.

In the event the successful applicant 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 job classification, she/he shall be returned to her/his former position, wage or salary scale. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position, wage or salary rate.

**16.05 Notification to Union and Employee**

The Union will be notified within seven (7) calendar days of all appointments, hiring's, layoffs, transfers (extending beyond one month), recalls and terminations of employment within the bargaining unit.

The unsuccessful candidates will be notified of such within seven (7) calendar days of the appointment and shall be informed of the successful candidate's name.

**16.06 Training Courses, Seminars and Workshops****(i) Mandatory Courses, Seminars and Workshops**

Whenever the Employer requires employees to attend mandatory training courses, seminars and workshops, such time spent on the courses, seminars and workshops and time spent traveling to and from them will be considered to be time worked and will be paid at the appropriate rate of pay. Overtime rates will be paid for courses, seminars or workshops that are held over the course of a single day and if the time required to attend and travel to the courses extends beyond eight (8) hours per day. Mileage will be paid, as per Board policy, if travel is required.

**(ii) Non-Mandatory Courses, Seminars and Workshops**

Employees taking non-mandatory job training courses, seminars or workshops approved by the Employer, will be paid at straight time hourly rates for all hours spent at those courses, seminars or workshops. Travel time will not be paid for, however mileage will be paid, as per Board policy, if travel is required.

**ARTICLE 17 - LAYOFF AND RECALL****17.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement. For part-time employees, reduction in hours must be greater than twenty per cent (20%) of existing scheduled hours to be deemed a layoff.

Employees normally laid off at the end of the school year (June) will not be subject to the layoff procedure shown in Clause 17.02 and will be recalled the earlier of either August 15<sup>th</sup> or two weeks prior to the commencement of the new school year to the position (including community and hours) that they held the previous June.

**17.02 Layoff Procedure**

In the event of a layoff, employees shall be laid off in the reverse order of their seniority within their community and within the classification.

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff; *or*
- (b) displace any employee who has less bargaining unit seniority. The right to bump does not include the right to bump up.

It is understood that a laid off employee must have the required qualifications (which includes ability and skill) in order to displace the employee with less seniority as provided in (b) above.

An employee displaced through this procedure will be deemed to have been laid off and will be subject to her/his rights under this clause.

Casual employees will be laid off prior to any full-time or part-time employees.

### **17.03 Recall Procedure**

Employees who have been laid off in accordance with clause 17.02 above shall be recalled within their community to their original classification in order of their seniority.

The Employer acknowledges that in some circumstances an employee will require time to decide whether or not to accept the recall offer. It is expected that where the recall is to the same classification, location and hours the employee must accept the recall. In other situations, if requested, the employee will be allowed up to the next morning to make a decision.

Employees may refuse a recall and shall remain on the recall list for any future recalls if the recall is to a position outside of their community. It shall be the responsibility of an employee on layoff to keep the Board advised, in writing, of her/his current address.

Laid off employees will be placed on the recall list and maintained thereon until they are recalled, or for a period of two (2) years after the date of placement on the list.

An employee working less than regular full-time hours as an Educational Assistant, Library Assistant or Speech Assistant at the end of the school year may, upon recall at the beginning of the new school year, be offered additional hours to such an extent that a full-time position (thirty (30) hours) is created. That employee will be required to accept those additional hours provided the work is in the employee's own classification.

An employee who refuses to accept the additional hours noted above shall relinquish all the hours she/he held at the end of the previous school year but will be offered any hours of work remaining to be filled after all the full-time hours have been allotted. The allotment of extra hours and remaining hours will be done by seniority.

An employee offered additional hours of work outside of her/his classification will have the right to decline such additional hours without suffering any loss of her/his existing hours of work.

The Employer agrees to issue a memorandum to all Principals with a copy to the union indicating the following: An Educational Assistant will have an opportunity to meet at a mutually agreeable time with their Principal to discuss their assignment, including lunch hour supervision. The Principal will consider the issues raised by the Educational Assistant in making the final decision based on need in accordance with the Education Act.

#### **17.04 Notice of Layoff**

In the event of a proposed layoff of any duration or the elimination of a position within the bargaining unit, the Employer will provide the affected employee(s) with notice as per the Employment Standards Act but will provide no less than one (1) months' notice in writing. The Employer will provide payment of wages and benefits for all days of notice not properly provided.

An Educational Assistant given a lay-off caused by the departure of a special needs student from the Board's jurisdiction shall be provided with two (2) weeks' notice.

#### **17.05 No New Employees**

No new employees will be hired until those laid off with the required qualifications have been offered recall. It is the responsibility of the employee to inform the Employer of any qualifications relevant to the positions within the bargaining unit.

#### **17.06 Redeployment Committee**

In the event of a major reorganization or a significant reduction in the workforce, a special Sub-Committee of the Labour Management Committee shall be established as soon as possible after the notice of layoffs or reductions is given to the Union.

### **ARTICLE 18 - HOURS OF WORK**

#### **18.01 Regular Daily Hours**

The regular daily hours of work for regular full-time employees shall be as follows:

(a) **Educational Assistants**

Six (6.0) hours per day between the hours of 7:30 a.m. and 4:30 p.m. exclusive of a one (1) thirty (30) minute unpaid lunch break.

(b) Speech Assistant/Library Assistant

Six (6) hours per day between the hours of 7:30 a.m. and 4:30 p.m. exclusive of a one (1) thirty (30) minute unpaid lunch break.

(c) Lunch Hour Supervisor

One (1) hour per day at a time agreed upon between the employee and her/his supervisor.

(d) Attendance Counsellor

The hours of work shall be negotiated between the parties (Employer, Union, and employee) prior to each school year.

(e) Secretary

Seven (7) hours per day between the hours of 8:00 a.m. and 4:30 p.m. exclusive of one (1) hour unpaid lunch break.

(f) Head Custodian

Eight (8) hours per day between the hours of 7:00 a.m. and 10:30 p.m. inclusive of a paid lunch break of thirty (30) minutes.

Between the hours of 7:00 a.m. and 10:30 p.m., shifts will be assigned utilizing one of the following criteria:

- Shifts will be assigned in continuous blocks of time on either a full-time or part-time basis.
- Two weeks' notice will be provided for any change in an employee's regular scheduled shift.

No change to current staffing numbers and hours of work will be made without prior consultation with CUPE as per Article 17.06.

(g) Custodian

Eight (8) hours per day between the hours of 7:00 a.m. and 10:30 p.m. inclusive of a paid lunch break of thirty (30) minutes.

Between the hours of 7:00 a.m. and 10:30 p.m., shifts will be assigned utilizing one of the following criteria:

- Shifts will be assigned in continuous blocks of time on either a full-time or part-time basis.

- Two weeks' notice will be provided for any change in an employee's regular scheduled shift.

No change to current staffing numbers and hours of work will be made without prior consultation with CUPE as per Article 17.06.

(h) Computer Technician

This position is normally scheduled for seven (7) hours between 8:00 a.m. and 5:00 p.m. exclusive of one (1) hour unpaid lunch break.

(i) Accounting Assistant

Seven (7) hours per day between the hours of 8:00 a.m. and 4:30 p.m. exclusive of one (1) hour unpaid lunch break.

(j) Designated Early Childhood Educator

Six and three quarter (6.75) hours per day between the hours of 6:30 a.m. and 6:30 p.m. exclusive of one (1) thirty (30) minute unpaid lunch break.

(k) Child and Youth Worker

Seven (7) seven hours per day between the hours of 8:00 a.m. and 4:30 p.m. exclusive of a one (1) thirty (30) minute unpaid lunch break.

**18.02 No Split Shifts**

Employees will not be required to work split shifts unless agreed to between the parties.

**18.03 Regular Work Week**

The regular work week shall be five (5) days, Monday to Friday as follows:

Educational Assistants	-	30.0 hours
Speech Assistant/Library Assistant	-	30.0 hours
Secretary	-	35.0 hours
Head Custodian	-	40.0 hours
Custodian	-	40.0 hours
Lunch Hour Supervisor	-	5.0 hours

Computer Technician	-	35.0 hours
Accounting Assistants	-	35.0 hours
Designated Early Childhood Educator	-	33.75 hours
Child and Youth Worker	-	35.0 hours

#### **18.04 Lunch Breaks**

Lunch breaks provided for in Clause 18.01 above shall be taken at times mutually agreed upon between the employee and her/his Supervisor.

#### **18.05 Paid Breaks**

There shall be a fifteen (15) minute paid break in the first and second half of the workday for all full-time employees. Part-time employees will receive one (1) fifteen (15) minute paid break in the morning or afternoon. A part-time employee working a full day will receive a fifteen (15) minute break in the first and second half of the full days she/he is working.

#### **18.06 Altered Hours**

During the months of July and August and during the March and Christmas break employees will be permitted to work altered hours consisting of ten (10) hours per day four (4) days per week Monday to Friday. The hours of work for the altered hour periods will be as agreed to between the employee and her/his supervisor.

An employee not assigned to work on a statutory holiday will receive another day off with pay in lieu of the statutory holiday. An employee assigned to work on a statutory holiday will not be required to work that statutory holiday but will receive ten (10) hours pay for the day. An employee working on a statutory holiday will receive payment as per Clause 20.03.

#### **18.07 Flex Time**

It is understood that in individual cases, starting and finishing times which deviate from the starting and finishing times in Clause 18.01 shall be determined by mutual agreement between the Supervisor, the Union and the employee(s).

### **ARTICLE 19 - OVERTIME**

#### **19.01 Overtime Defined**

All time worked before or after the regular work day and regular work week noted in Article 18 shall be considered overtime. Overtime will be paid at the rate of time and one half (1½) the employee's regular hourly rate of pay for all hours of overtime worked.

**19.02 Authorization of Overtime**

To be eligible for overtime payment, overtime hours must whenever possible have been scheduled and authorized by the employee's supervisor prior to the performing of the work, except for emergency situations.

Overtime incurred in an emergency situation without prior authorization shall be brought to the Supervisor's attention as soon as possible.

**19.03 Call Back Pay Guarantee**

An employee who is called in and required to work outside her/his regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.

**19.04 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by mutual agreement between the immediate supervisor and the employee, subject to operational requirements.

Employees will be permitted to carry a maximum accumulation of ten (10) lieu days in a school year.

Compensating leave accumulated in a fiscal year, September to August, which is not used by December 31<sup>st</sup> of that year shall be paid at the rate it was earned.

**19.05 No Pyramiding**

There shall be no pyramiding of overtime or duplication of any premiums under this agreement.

**19.06 Overnight / Out-Of-Town-Trips**

The Principal will determine if it is mandatory for an Educational Assistant to attend an overnight or out-of-town trip in order to accompany a special needs student.

If participation in the out-of-town, or overnight trip is mandatory, the employee will receive their regular days' pay for every day he/she is on the trip (including Saturday and Sunday) plus one day off in lieu for each day of the trip.

For all non-mandatory overnight or out-of-town trips the employee chooses to participate in, he/she will receive their regular pay, no overtime pay, and no pay for Saturday or Sunday.

## **ARTICLE 20 - PAID HOLIDAYS**

### **20.01 Paid Holidays**

Each employee is entitled to the following paid holidays:

New Year's Day	First Monday in August
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
One-half (½) day before Christmas	One-half (½) day before New Year's
Family Day	

and any other day declared or proclaimed as a holiday by the Federal or Provincial government.

### **20.02 Holidays Falling on a Weekend**

When a paid holiday falls on a Saturday or Sunday, the preceding and/or following day shall be deemed to be a holiday for the purpose of this agreement.

### **20.03 Work on a Paid Holiday**

An employee required to work on an above-named paid holiday shall receive pay at time and a half (1½) for the hours actually worked and pay for the day or day off with pay in lieu of the paid holiday.

Lieu time will be taken at a time mutually agreed to between the employee and her/his supervisor.

### **20.04 Christmas / New Year's Day**

Should Christmas or New Year's Day fall on a Sunday or Monday, time off in lieu of one-half (½) day before Christmas and New Year's Day will be provided.

### **20.05 Paid Holidays During Vacation**

When one of the above-named paid holidays falls during an employee's approved vacation period, she/he shall be allowed an extra day's vacation.

**20.06 Floating Holidays**

A permanent employee is entitled to two (2) floating holidays annually which will be scheduled at a mutually agreed to time. Float days must be taken as full or half days.

**20.07 Ten Month Employees**

Ten (10) month employees will receive payment for Canada Day and the August Civic holiday on the final pay of the school year.

**ARTICLE 21 - VACATIONS****20.01 (a) Twelve Month Employees**

Full-time and part-time twelve (12) month employees covered by this agreement shall be granted vacations with pay on the following basis:

Upon completion of six (6) months service	- One (1) week;
Upon completion of twelve (12) months service	- Two (2) weeks;
Upon completion of two (2) years service	- Three (3) weeks;
Upon completion of eight (8) years service	- Four (4) weeks;
Upon completion of fifteen (15) years service	- Five (5) weeks;

After sixteen (16) years of service, employees shall receive one (1) additional day of vacation for each year of service to a maximum of five (5) days.

**(b) Ten Month Employees**

All CUPE 10 Month employees Vacation accumulation will be paid out as vacation pay on the bi-weekly pay cheque as follows.

**Educational Assistants**

Vacation accumulation will be paid out as vacation pay on the bi-weekly pay cheques.

Two years of service or less	4% of gross pay;
Upon completion of two years of service	6% of gross pay;
Upon completion of eight years of service	8% of gross pay;
Upon completion of fifteen years of service	10% of gross pay;

After sixteen (16) years of service, employees will receive an additional one-half percent (1/2%) for each year of service to a maximum of an additional 2.5% for a total of 12.5%.

- (1) "Gross pay" is defined as the employee's total regular and overtime wages, excluding all gratuities, bonuses and previously paid vacation pay.
- (2) A laid off or terminated employee entitled to vacation pay under this article shall be issued all vacation pay owed on the first pay date following the date of termination or layoff.

### **21.02 Vacation Pay**

Employees receiving vacation pay as shown in Clause 21.01 (b) shall receive such pay on their biweekly pay.

### **21.03 Vacation Schedules**

Vacation request schedules shall be posted by January 15<sup>th</sup> of each year and employees may request their preference of vacations until April 1<sup>st</sup> of that year.

Vacation requests made prior to April 1<sup>st</sup> on the vacation request schedule shall be granted by seniority. Vacation schedules shall be posted on the bulletin board by April 15<sup>th</sup> of each year.

After April 1<sup>st</sup> vacations shall be granted on a "first come first served" basis upon written request. Such individual vacation requests that are granted will be posted on the bulletin board within fourteen (14) days after such request was submitted to the Supervisor. The employees will be notified within fourteen (14) days if the request is denied. Non-emergency requested leaves of absence will not be approved until the vacation schedule is finalized.

### **21.04 Approved Vacations**

Approved vacations shall not be changed without the consent of the employee.

### **21.05 Carrying of Vacation**

Subject to mutual agreement of the parties, an employee may be allowed to carry up to one (1) week of annual vacation forward to be taken in the next calendar year.

### **21.06 Holidays Falling within Vacation Period**

If a declared holiday, as stated in Clause 20.01 falls or is observed during an employee's vacation period, she/he shall be granted an additional day's vacation for each such holiday, at a time mutually agreeable.

**21.07 Bereavement and Sick Leave During Vacation**

Where an employee qualifies for bereavement for a death in the immediate family, as defined in clause 23.02 or an extended sick leave (verified by a medical certificate) during her/his period of vacation there shall 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 employee's option.

**ARTICLE 22 - SICK LEAVE - SHALL BE IN ACCORDANCE WITH PART "A" ARTICLE C6.00****22.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or while attending examination or treatment by a physician, chiropractor or dentist, or because of an accident or illness for which compensation is not payable under the Workplace Safety and Insurance Act.

**22.02 Annual Sick Leave**

Employees will accumulate sick leave at the rate of two (2) days per month of active service to a yearly maximum of twenty-four (24) days per year. The credit of two (2) days will be granted at the beginning of each month of service. Part-time employees will have their sick leave prorated to reflect the percentage of time worked. Reconciliation of sick days earned during July and August will be done at the beginning of the next school year.

**22.03 Accumulation of Sick Leave**

Unused sick leave may accumulate to a maximum of two hundred and thirty (230) days.

**22.04 Deductions from Sick Leave**

Sick leave credits standing to the employee's credit shall be reduced as they are used.

**22.05 Proof of Illness**

Medical certificate of illness and/or fitness to return to duties may be required after prolonged illness. The Board assumes any costs.

Any employee who becomes ill shall notify her/his immediate supervisor or designate as soon as possible prior to her/his scheduled shift.

**22.06 Sick Leave Records**

The Employer shall advise each employee in writing of the amount of sick leave accrued to her/his credit, by September 30<sup>th</sup> each year.

**22.07 Workplace Safety and Insurance Board (WSIB) Shall be in accordance with Part "A" Article C6.00 (F)**

An employee receiving WSIB payments may choose to be given a "top up" payment from her/his sick credit to such an extent as to provide a regular days pay for her/him. This "top up" payment will be provided until the employees' sick leave credits have been completely exhausted and thereafter the employee shall only be entitled to the WSIB benefit.

**ARTICLE 23 - LEAVES OF ABSENCE**

**23.01 Pay During Leave of Absence for Union Work or Convention**

An employee shall receive all pay and benefits provided for in this Agreement when on approved unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

**23.02 Paid Bereavement Leave**

In the event of a death in the immediate family an employee is allowed a maximum of five (5) consecutive working days leave without loss of salary. Immediate family includes employee's spouse, parents, parents-in-law, children, brother, sister, brother-in-law, sister-in-law, grandchildren, grandparents, grandparents-in-law, daughter-in-law, son-in-law, guardian, step parents, step children, step brother, step sister.

In the event of the death of a relative not covered above or close friend, an employee may be granted up to two (2) working days leave without loss of salary.

These leaves without loss of salary may be extended up to two (2) more days at the discretion of the Director/Designate if travel to the funeral/memorial is beyond two hundred (200) kilometres.

**23.03 Compassionate Leave/Indigenous Leave**

When an employee is required to be absent due to the serious illness or injury of a relative or a close friend, a leave of absence of one (1) working day with pay shall be granted. Two (2) additional working days with pay may be granted, if required. Compassionate leave without loss of salary may be extended up to two (2) more working days at the discretion of the Director if travel beyond two hundred (200) kilometres is required.

Included within the above limit of five (5) compassionate days, two days of compassionate leave may be approved when an Indigenous employee is required to be absent for the purposes of 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 for attendance at Indigenous cultural/ceremonial events.

**23.04 Pregnancy / Parental / Adoption Leave**

A leave of absence under this Article will be granted to an employee in accordance with the Employment Standards Act.

Pursuant to the terms of the Act, an employee should notify the Director or their designate of the leave as soon as possible and arrange a suitable date for the commencement of the leave. The leave may be extended as a Leave of Absence of up to one (1) year by mutual agreement of the employee and the Board.

Employees on this leave shall not be paid salary, with the exception of maternity benefits paid through EI. The Board will pay the employees fringe benefits, for a period not to exceed thirty-five (35) weeks, as per the collective agreement during the statutory Pregnancy/Parental/Adoption Leaves (as per Employment Standards Act). The employee on an extended leave may retain their membership in any plan beyond the above mentioned periods by paying full premiums applicable, subject to the rights of the Carrier.

An employee who has taken a pregnancy/parental leave shall be reinstated when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position if it does not.

**23.05 Jury Duty**

When an employee is called for jury duty, roll call or is required by subpoena to attend a court of law or attend a coroner's inquest, she/he shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury fee received, providing the employee furnishes the Board with a Certificate of Service signed by the Clerk of the Court showing the dates and times of service and the amount of any fee received. On such days the employee must work regularly scheduled hours that remain possible as a result of when such jury duty starts and finishes. The employee shall call her/his supervisor to ascertain whether it is necessary to report to work.

**23.06 General Leave**

An employee shall be entitled to leave of absence without pay to a maximum of two (2) years, and without loss of seniority when she/he requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

A request for leave of absence to obtain employment in a different area within the Board structure will be deemed to be of sufficient cause. A request for leave to obtain employment outside the Board structure will not be deemed sufficient cause, save and except obtaining a position within the Union.

**23.07 Education Leave**

The Employer agrees that it is to the mutual benefits of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees who wish to further their education may be permitted up to two (2) years of education leave. Any benefits based on service and seniority shall be retained and not accumulated. The employee shall be placed in a position equivalent to that which she/he held prior to the education leave.

**23.08 Short Term Leave of Absence Without Pay**

A short-term leave of absence of up to two (2) consecutive days per year may be granted by the Director of Education. In exceptional circumstances one additional day may be granted by Director of Education.

**23.09 Requests for Leaves**

Requests for leaves under Article 23 shall be submitted to the Director/Designate. In an emergency or when the Director/Designate cannot be contacted, the request shall be submitted to the employee's immediate supervisor.

**ARTICLE 24 - PAYMENT OF WAGES****24.01 Pay Days**

The Employer shall pay salaries and wages biweekly, on alternate Fridays. On each pay day each employee shall be provided with an itemized statement of her/his wages, overtime, and other supplementary pay and deductions.

If a pay day falls on a holiday, pay day shall be deemed to be the banking day prior.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this agreement.

**24.02 Pay on Transfer, Higher Rated Job**

An employee assigned, transferred or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the rate of pay and benefits for that position for the time she/he performs the job.

**24.03 Pay on Transfer, Lower Rated Job**

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, her/his rate shall not be reduced.

**24.04 Vacation Pay**

- (a) An employee shall receive on the next scheduled pay day following commencement of her/his annual vacation, a pay cheque covering her/his period of vacation; or
- (b) At the request of the employee, receive vacation pay on every cheque.

**24.05 Cash Shortages**

An employee handling cash shall not be responsible for shortages, except in the case of gross negligence.

**24.06 Mileage Allowance**

Employees shall not be required to use their own vehicles for Board business. Employees that choose to use their own vehicles for Board business shall be paid a mileage allowance in accordance with Board Policy.

**ARTICLE 25 JOB CLASSIFICATIONS****25.01 Job Description**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. Copies of such job descriptions will be provided to the union

Furthermore, the employer will provide the Union with a highlighted copy of all changes that have occurred since the last description was sent.

**25.02 Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased and where the Union feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

**ARTICLE 26 - EMPLOYEE BENEFITS SHALL BE IN ACCORDANCE WITH PART "A" ARTICLE C5.00****26.01 Shall be in accordance with Part "A" Article C5.00****26.02 Pensions****(a) OMERS**

All employees, who meet the membership eligibility criteria established by OMERS under the Ontario Pension Benefits Act, shall participate in the Ontario Municipal Employees Retirement System, with the employee and the Board contributing equally.

**(b) R.R.S.P.**

Employees of the former Fort Frances/Rainy River District Roman Catholic Separate School Board that contributed to the R.R.S.P. plan shall continue in that plan and shall continue to contribute five percent (5%) of their basic pay and the Employer shall continue to contribute seven percent (7%) of the basic pay.

These employees may join the OMERS plan if they so choose.

**ARTICLE 27 - HEALTH AND SAFETY****27.01 Co-operation on Safety**

The Board and the Union acknowledge their common concern for maintaining a safe and healthy working environment. To this end, it is agreed that one (1) CUPE representative shall be entitled to sit on the existing Joint Health and Safety Committee.

**27.02 Transportation of Accident Victim**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

**27.03 Training**

The Board will ensure that employees required to provide medical or physical procedures will be provided with proper training.

**27.04 The committee shall maintain minutes of all meetings which shall be posted and copied to the Unit Chair of the Union and the Employer.**

## **ARTICLE 28 - TECHNOLOGICAL CHANGES**

### **28.01 Technological and Operational Changes**

If the Board plans to introduce new equipment or revised operating procedures which will result in the elimination of an existing position or reclassification of a position or positions, the Board agrees to inform the Union of the planned changes at least sixty (60) calendar days prior to their implementation.

The Board agrees to discuss these changes with the Union prior to implementation.

### **28.02 Additional Training**

If an employee makes application for a new or reclassified position as identified in 28.01 above and requires additional training to qualify for the position, the Board will give first consideration to the employee filling the position, and will provide such training as it considers necessary, provided the employee can become qualified in what the Board considers to be a reasonable length of time. After completion of the training period the employee will be placed on a trial basis as defined in clause 16.04.

## **ARTICLE 29 - JOB SECURITY**

### **29.01 Contracting Out**

Whenever it becomes necessary for the Board to contract out work performed by employees who are subject to the provisions of this agreement, such contracting out shall not result in the lay-off of any employees, nor shall the regularly scheduled work day or regularly scheduled work week of any employee be reduced.

Wherever possible, the Employer will schedule deferred work, which can be completed at normal layoff periods.

## **ARTICLE 30 - GENERAL CONDITIONS**

### **30.01 Bulletin Boards**

The Board shall provide bulletin board space in each work site located in a non-public area designated by the Board for the use of the Union. The Union shall obtain the permission of the Director of Education or their designate prior to posting any material on the bulletin board. Permission to post material shall not be unreasonably withheld. This bulletin board will not be used for posting material, which is, in the opinion of the Board, inflammatory or derogatory.

### **30.02 Copies of Agreement**

The Employer shall provide each employee with a copy of the agreement and shall supply the Union with six (6) additional copies.

### **30.03 Clerical Errors**

Any mathematical or clerical errors made in the preparation, establishment or application of the salary schedule or any other article established in this agreement shall be corrected to conform to the provisions of this agreement and any corrections will be effective to the date of error.

## **ARTICLE 31 - DEFINITIONS**

### **31.01 Full-Time Employees**

A full-time employee is a permanent employee who is regularly scheduled to work the full-time normal hours as set out in Article 18 (Hours of Work) and shall include employees working full time hours only for the duration of the school year (August/September to June).

### **31.02 Part-Time Employees**

A part-time employee is defined as a permanent employee who works less than full time as defined in Article 18. A part-time employee shall be entitled to all rights and privileges (except as shown in 26.08) of the collective agreement.

- (i) Part-time Custodians will be offered extra summer hours, in order of seniority, paid at the regular rate of pay for the position that is being filled, prior to the hours being offered to casual employees.
- (ii) Part-time employees, school-based will be called in for casual work prior to a casual employee being called and shall be paid at the regular rate of pay for the position being filled.

### **31.03 Casual Employee**

A casual employee is an employee whose employment is irregular and may vary in length from day to day or week to week and is called in on an "as required" basis.

A newly hired casual employee shall be on probation for a period of four hundred and eighty (480) working hours. Upon completion of the probationary period a casual employee shall be credited with the number of hours worked from date of hire and such credit shall be used for the purpose of call in for future work. Call in for casual work will be based on a community credit seniority list amongst casual employees. A casual employee attaining a full-time or part-time position shall not carry their work credits forward for the purpose of seniority on the regular seniority list. Casual employees shall have all rights and privileges of the Collective

Agreement except the following clauses, which exclude them: Articles 20, 21, 22, 23 (except 23.02) and 26.

In the event that the Board posts a part-time or full-time or temporary vacancy, an employee on the casual call-in list may apply for the position. The Board will give such casual employees consideration for the internally posted position but casual seniority will not be recognized in filling the vacancy. As well, the Board will not be required to fill the position with an applicant from the casual call-in list and reserves the right to advertise and fill the position externally.

The Employer shall maintain a community-based work credit list through the Corporate Office which shall be sent to Stewards on October 1<sup>st</sup> and March 1<sup>st</sup> of each year. A Casual employee will have her/his name removed from the list if she/he has not worked in the previous school year.

#### **31.04 Student Employee**

A student employee is defined as an employee currently enrolled in an educational institution. A student employee shall not accumulate seniority, service or sick leave credits. The rate of pay for a student will be as per Schedule A unless the student employee is being hired under a government grant program, in which case the rate of pay will be as provided in the grant.

#### **31.05 Co-op Students**

A Co-op student shall mean any student attending school, college or other educational institution who is placed with the Board for a temporary period of time for the purpose of attaining work experience.

#### **31.06 Interim Replacement Employee**

An Interim Replacement Employee is an employee that currently holds either a regular full-time, regular part-time or casual position within the Board who is appointed either through the posting procedure or transfer to a temporary position as provided in Clause 16.01.

An interim replacement employee will receive the regular rate of pay applicable to the position that she/he is appointed to for the duration of the appointment and will receive all the rights and privileges accorded to the employee she/he is replacing. In the case of a casual employee obtaining an interim placement she/he will receive all rights and privileges of the Collective Agreement accorded to the employee she/he is replacing except for seniority as shown in Article 15, Article 20.06 (float holidays), Article 21 (vacation), Article 23 (except 23.02) and Article 26 (benefits). After four (4) months of continuous service the employee benefits in Article 26 will be available to the employee.

An interim replacement employee, other than a casual employee, shall continue to accumulate seniority as per clause 15.01 for time worked. In the case of a casual employee seniority will be added to the casual work credit list. Upon completion of the temporary placement the employee shall return to the position he/she held immediately prior to the temporary placement.

### **31.07 Temporary Employee**

A temporary Employee is an employee who is a successful external applicant to a temporary posting as described in Clause 16.01.

A temporary employee will receive the regular rate of pay applicable to the position that she/he is filling for the duration of the placement as well as all rights and privileges of the Collective Agreement accorded to the employee that she/he is replacing except for seniority as shown in Article 15, Article 20.06 (float holidays), Article 21 (vacation), Article 23 (except 23.02) and Article 26 (benefits). After four (4) months of continuous service the employee benefits in Article 26 will be available to the employee.

The release or discharge of a temporary employee at the end of the term of the temporary position will not be the subject of a grievance.

The Board will not use a temporary employee to fill permanent full-time or permanent part-time vacancies in the bargaining unit.

### **31.08 Early Childhood Educator**

Qualified employees hired into the Designated Early Childhood Education classification will receive experience ratings based on their acquired experience with the Board or with previous employers in accordance with the following formula: 1 year (calendar or school year of employment = one year experience on the grid).

Qualified means a member in good standing of the College of Early Childhood Educators. Any work experience gained as an unqualified ECE will not be counted for the purposes of calculating salary.

The normal work day for Designated Early Childhood Educators unless otherwise determined by the Board, shall be scheduled between the hours of 6:30 a.m. and 6:30 p.m., with a total elapsed time excluding the unpaid lunch period not to exceed six and three quarter (6.75) consecutive hours. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be defined in the Board policies and procedures.

The minimum work year for Designated Early Childhood Educators shall be the school year including Professional Development Days full-time and part-time, permanent and interim replacement employees are required to attend PD Days. Part-time permanent and interim replacement employees who are directed by the Board to attend PD days on a full-time basis shall be paid for the day on the full-time basis accordingly.

Time worked during parent teacher interviews shall be paid in accordance with the Collective Agreement.

All hours worked on Sunday and paid holidays shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid a minimum of (3) hours at the appropriate overtime rate.

Where Designated Early Childhood Educators are assigned to a location where an Early Learning Program (ELP) before and / or after school program operates the work year may be altered at the discretion of the Board to meet the needs of the program.

Where the Board operates an extended day/year program the Designated Early Childhood Educators will be provided with paid vacation in accordance with the collective agreement. Such paid vacation time will be taken at a mutually agreeable time between the supervisor and employee, subject to the operational needs of the ELP program at the school where the employee works

Designated Early Childhood Educators shall be assigned to supervise Junior Kindergarten or Kindergarten students at various times including noon hour and recess yard duty.

Notwithstanding any provision of the collective agreement or past practice, it is agreed that any provision or past practice shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Designated Early Childhood Educators enjoyed by Roman Catholic and Protestant Separate School Boards under the British North America Act, 1867 and the Constitution Act, 1992. In keeping with the Board's practice for its teaching staff, employees hired into the job classification of Designated Early Childhood Educator shall be required to provide documentation of catholicity.

**ARTICLE 32 – DURATION/TERM OF AGREEMENT SHALL BE IN ACCORDANCE WITH PART “A”**  
**ARTICLE C3.00**

**32.01 Duration**

This agreement, when signed by the proper officers of the Union and the Board, shall become effective as of the 1<sup>st</sup> day of September 2022 and remain in full force and effect up to and including the 31<sup>st</sup> day of August 2026, and from year to year thereafter unless changed by either party, which requires the service of written notice to the other party within a period which shall not be more than ninety (90) days or less than thirty (30) days, prior to its expiry date. The said written notice must state the reason for re-opening the agreement.

**32.01 Agreement to Remain in Force**

Unless a satisfactory conclusion is reached on the expiry date in the matter of any change in the Agreement, the original provisions shall remain in full force and effect pending settlement.

**32.03 Amendments and Supplements**

This Agreement shall not be amended or supplemented except by the agreement of the parties hereto, reduced to writing and duly signed by both parties to this Agreement.

IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.

DATED AT FORT FRANCES, ONTARIO, this 2<sup>nd</sup> day of May 2023

ON BEHALF OF

NORTHWEST CATHOLIC  
DISTRICT SCHOOL BOARD

*Ken Anderson*  
*C. Mills*

\_\_\_\_\_

ON BEHALF OF

CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 65

*Tracie Cheetham*  
*Lauren Larson*  
*Alycia Page*  
*Roni Kellau*

\_\_\_\_\_

**SCHEDULE A****WAGE SCHEDULE****TNCDSB - CUPE Collective Agreement Rates 2022 to 2026****REGULAR RATES**

<b>Position</b>	<b>1\$</b>	<b>1\$</b>	<b>1\$</b>	<b>1\$</b>
	<b>01-Sep-22</b>	<b>01-Sep-23</b>	<b>01-Sep-24</b>	<b>01-Sep-25</b>
Head Custodian	\$28.12	\$29.12	\$30.12	\$31.12
Custodian	\$26.66	\$27.66	\$28.66	\$29.66
School Secretary	\$28.12	\$29.12	\$30.12	\$31.12
Office Secretary	\$26.66	\$27.66	\$28.66	\$29.66
Accounting Assistant	\$26.66	\$27.66	\$28.66	\$29.66
Educational Assistant	\$26.66	\$27.66	\$28.66	\$29.66
Speech Assistant	\$26.66	\$27.66	\$28.66	\$29.66
Library Assistant	\$26.66	\$27.66	\$28.66	\$29.66
Technical Support Specialist	\$29.88	\$30.88	\$31.88	\$32.88
Child and Youth Worker	\$33.65	\$34.65	\$35.65	\$36.65
Lunch Hour Supervisor	\$24.60	\$25.60	\$26.60	\$27.60
Student Employee	\$14.60	\$15.60	\$16.60	\$17.60
Attendance Counselor (Monthly retainer \$30.00 (Sept.-June)	\$35.85	\$36.85	\$37.85	\$38.85

**CASUAL RATES**

<b>Position</b>	<b>1\$</b>	<b>1\$</b>	<b>1\$</b>	<b>1\$</b>
	<b>01-Sep-22</b>	<b>01-Sep-23</b>	<b>01-Sep-24</b>	<b>01-Sep-25</b>
Head Custodian	\$25.40	\$26.40	\$27.40	\$28.40
Custodian	\$24.09	\$25.09	\$26.09	\$27.09
School Secretary	\$23.74	\$24.74	\$25.74	\$26.74
Office Secretary	\$23.74	\$24.74	\$25.74	\$26.74
Accounting Assistant	\$23.74	\$24.74	\$25.74	\$26.74
Educational Assistant	\$20.97	\$21.97	\$22.97	\$23.97
Speech Assistant	\$23.74	\$24.74	\$25.74	\$26.74
Library Assistant	\$23.74	\$24.74	\$25.74	\$26.74
Technical Support Specialist	\$27.03	\$28.03	\$29.03	\$30.03
Child and Youth Worker	\$0.00	\$0.00	\$0.00	\$0.00
Lunch Hour Supervisor	\$14.57	\$15.57	\$16.57	\$17.57
Student Employee	\$14.60	\$15.60	\$16.60	\$17.60

**ECE GRID**

	<b>1\$</b>	<b>1\$</b>	<b>1\$</b>	<b>1\$</b>
	<b>01-Sep-22</b>	<b>01-Sep-23</b>	<b>01-Sep-24</b>	<b>01-Sep-25</b>
Letter of Permission	\$21.18	\$22.18	\$23.18	\$24.18
Qualified 0 years experience	\$22.87	\$23.87	\$24.87	\$25.87
Qualified 1 year experience	\$24.54	\$25.54	\$26.54	\$27.54
Qualified 2 years experience	\$26.22	\$27.22	\$28.22	\$29.22
Qualified 3 years experience	\$27.90	\$28.90	\$29.90	\$30.90
Qualified 4+ years experience	\$29.58	\$30.58	\$31.58	\$32.58

**LETTER OF UNDERSTANDING**

between

**NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65**

**Re:** Workfare

Persons hired under make-work programs funded by the Provincial or Federal Government shall not be subject to the terms of this Agreement. It is understood that the Board's participation in these programs shall not, as a direct result, cause a layoff of present staff.

The Union shall be informed, prior to the implementation of the program, as to the scope of work, staffing and duration of the program.

SIGNED THIS 2<sup>nd</sup> day of may, 2023

**ON BEHALF OF**

**NORTHWEST CATHOLIC DISTRICT  
SCHOOL BOARD**

Jim Anderson  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

**ON BEHALF OF**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65**

Michelle Cheetham  
David Lewon  
Alison Jones  
Rosie Kellie

LETTER OF UNDERSTANDING

between

NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65

Re: Recognized Qualifications

The Parties agree that all existing staff that are currently holding positions that require specific qualifications but who do not have these qualifications will be deemed to have the required qualifications.

SIGNED THIS 2<sup>nd</sup> day of May 2023

ON BEHALF OF

NORTHWEST CATHOLIC DISTRICT  
SCHOOL BOARD

Tom Andersen  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65

Michelle Cheetham  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

between

NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65

**Re: Payout of Accumulated Sick Leave**

- (a) The employees listed in Part (f) herein shall have their existing sick leave bank frozen at the level of days accumulated as of December 31<sup>st</sup>, 1999.
- (b) These employees shall begin a new sick leave bank as per Clause 22.03 of the Collective Agreement.
- (c) These employees will be able to access their frozen sick leave bank whenever the sick leave days accumulated as per part (b) above have been used up. Sick leave days drawn from the frozen bank, will not be replaced.
- (d) Upon termination or retirement of the employees listed herein the following pay out of the days remaining in the frozen bank noted in part (a) will be made:

An employee leaving after ten (10) years or more of continuous service shall be eligible for fifty percent (50%) of unused sick leave credits, or six (6) months pay, whichever is less, in cash, payable on termination or retirement.

- (e) The beneficiary of an employee who dies while in the employ of the Board shall be entitled upon death of the employee to the same benefits as would be payable to an employee under part (d) above.
- (f) Employees covered by this Letter of Understanding are:

Marian Hyatt

DATED THIS 2<sup>nd</sup> day of may, 2023

NORTHWEST CATHOLIC DISTRICT  
SCHOOL BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65

Kim Anderson  
[Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_

J. Cheatham  
[Signature]  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

between

NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65

Re: Speech Assistant Resource Time

A Speech Assistant will receive twenty (20) minutes of resource time per day prorated. The most current draft copy of the manual will be provided to the Union prior to ratification.

Signed this 2<sup>nd</sup> day of May, 2023

ON BEHALF OF

NORTHWEST CATHOLIC DISTRICT  
SCHOOL BOARD

Jim Anders  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65

Yvonne Chedham  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

between

NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65

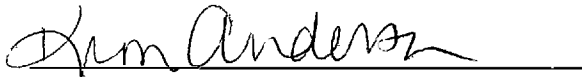
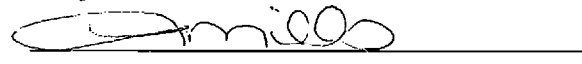
Re: Supervision of Students

The parties agree that the union can raise issues related to the general supervision of students through the Labour Management Committee provided that the issue has been first raised with the school Principal.

Signed this 2<sup>nd</sup> day of may, 2023

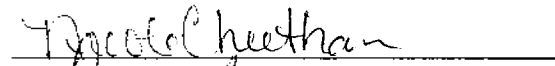
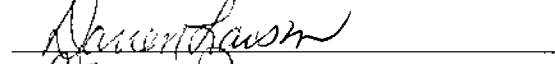
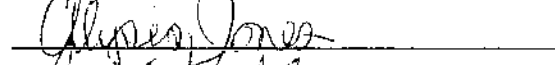
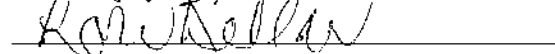
ON BEHALF OF

NORTHWEST CATHOLIC DISTRICT  
SCHOOL BOARD

  
\_\_\_\_\_  
  
\_\_\_\_\_  
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\_\_\_\_\_

ON BEHALF OF

CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65

  
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**LETTER OF UNDERSTANDING**

between

**NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65****Re: OMERS CONTRIBUTORY EARNINGS**

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

**Definition of contributory earnings**

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

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number<sup>10</sup> of years of service);
- sick pay deemed to be regular wages or salary;

**LETTER OF UNDERSTANDING**

between

**NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65**

**Re: Unqualified Educational Assistants – Pilot Project**

The Board may hire an Unqualified Educational Assistant who has an Ontario High School Diploma and can demonstrate their skills, abilities or experience through the application process that are related to the role of an Educational Assistant.

An Unqualified Educational Assistant shall be paid the casual rate of pay noted in Schedule A. The employer agrees that anyone hired under this pilot project shall maintain their position, and be considered qualified after 4656 hours of active service.

Once considered qualified the employee shall be entitled to the qualified rate of pay. It should be noted that the employee hired under this pilot project shall maintain their seniority and shall receive all rights and privileges noted in this collective agreement.

This Letter of Understanding shall expire on August 30, 2026.

Signed this 2<sup>nd</sup> day of May, 2023

**NORTHWEST CATHOLIC  
DISTRICT SCHOOL BOARD**

Tim Anderson  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

**CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 65**

[Signature]  
[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

between

**NORTHWEST CATHOLIC DISTRICT SCHOOL BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 65**


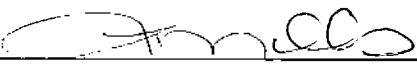
Re: Secretarial Vacation

- a) The employees listed in part d herein shall have their existing vacation entitlement outlined in Article 21.01 of the September 1, 2019 to August 31, 2022 Collective Agreement as red circled for the duration of their employment as School Secretaries.
- b) These employees shall have access to a maximum of two (2) weeks paid vacation during the school year and the remainder of the vacation accumulation paid out as vacation pay on the bi-weekly pay cheque.
- c) This Letter of Understanding shall be in effect on September 1, 2022. Anyone hired after September 1, 2022 shall be subject to vacation entitlement outlined in 21.01 in the September 1 2022 to August 31, 2026 Collective Agreement and on a go forward basis.
- d) Employees covered by the Letter of Understanding are:

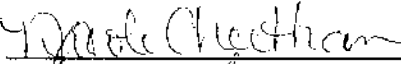



Tammy Desaulniers	Nicole Robinson
Alina Hall	Alissa Bradburn
Allison Haney	Georgina Pope

Signed this 2<sup>nd</sup> day of May, 2023

**NORTHWEST CATHOLIC  
DISTRICT SCHOOL BOARD**

  
  
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**CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 65**

  
  
  
  
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Memorandum of  
Agreement Between

Northwest Catholic District School  
Board (Herein known as the  
Board)  
And

Canadian Union of Public Employees, and  
its Local 65 (Herein known as the Union)

WHEREAS the federal government recently proclaimed September 30 as the Truth and Reconciliation holiday.

AND WHEREAS the Collective Agreement provides that any holidays declared or proclaimed as a holiday by the federal or provincial government shall be added to the list of holidays noted in Article 20.01.

AND WHEREAS the provincial government has not proclaimed this holiday therefore, the school year calendar does not include this holiday.


AND WHEREAS the parties wish to find a suitable method to adhere to provisions noted in Article 20.01 of the Collective Agreement and to the school year calendar.

THEREFORE the Board and the Union agree to the following on a without prejudice or precedent basis;

1. The September 30 Truth and Reconciliation holiday will not be observed on that day so as to adhere to the school year calendar;
2. The additional day of pay will be paid on the pay period immediately prior to Christmas Break each year;
3. If the Truth and Reconciliation holiday is ever recognized as a provincial holiday, the Board will treat that day in the same manner as other provincially recognized holidays and this agreement shall cease to have any effect.

Signed this 27th / day of September, 2021.

  
For the Employer

  
For the Union

Memorandum of  
Agreement Between

Northwest Catholic District School  
Board (Herein known as the  
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And

Canadian Union of Public Employees, and  
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Signed this 27th / day of September , 2021.

For the Employer

For the Union