



**COLLECTIVE AGREEMENT**

**BETWEEN**

**NEAR NORTH DISTRICT SCHOOL BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1165-2**

**REPRESENTING**

**CUSTODIAL AND MAINTENANCE EMPLOYEES**

**September 1, 2022**

**to**

**August 31, 2026**

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## **APPENDIX I**

### **CUPE – PART A: CENTRAL TERMS**

#### **C1.00        STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT**

##### **C1.1    Separate Central and Local Terms**

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

##### **C1.2    Implementation**

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

##### **C1.3    Parties**

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

##### **C1.4    Single Collective Agreement**

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

#### **C2.00        DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. within 90 (ninety) days of the expiry date of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

- b) Notice to bargain centrally constitutes notice to bargain locally.

- c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

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

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

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

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

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

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

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

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

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

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

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

The mandate of the Committee shall be as follows:

- a. Dispute Resolution

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

- b. Not Adjudicative

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

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

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

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

- b. The Crown shall have the following rights:

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

#### **C4.7 Referral of Disputes**

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

#### **C4.8 Carriage Rights**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

#### **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

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

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

#### **C5.2 Funding**

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

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

#### **C5.3 Cost Sharing**

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

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

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

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

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

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

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

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

**C6.00 SICK LEAVE**

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

**Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

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

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

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

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

**a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

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

#### **Employees on Long-Term Supply Assignments**

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

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

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

#### **e) Refresh Provision for Permanent Employees**

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

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

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

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

#### **f) WSIB & LTD**

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



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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

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

#### **h) Proof of Illness**

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

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

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

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

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

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

#### **i) Notification of Sick Leave Days**

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

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

##### **Contributions for OMERS Plan Members:**

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

##### **Contributions for OTPP Plan Members:**

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

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

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

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

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

**C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

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

### **Negotiations Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## APPENDIX A

<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

I, \_\_\_\_\_

hereby authorize my Health Care Professional(s)

\_\_\_\_\_

to disclose medical information to my employer,

\_\_\_\_\_

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

\_\_\_\_\_

from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated

\_\_\_\_\_ dd mm vvvv

for my absence starting on the

\_\_\_\_\_ dd mm vvvv

Signature

Date

**Dear Health Care Professional,** please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.

Please return the completed form to the attention of:

Employee ID:	Telephone No:
Employee  Address:	Work Location:
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>	
First Day of Absence:	
General Nature of Illness* ( <i>please do not include diagnosis</i> ):	
Date of Assessment: dd    mm    yyyy	No limitations and/or restrictions <input type="checkbox"/>  Return to work date: dd                      mm                      yyyy  For limitations and restrictions, please complete Part 2.
<b>Health Care Professional, please complete the confirmation and attestation in Part 3</b>	
<b>PART 2 – Physical and/or Cognitive Abilities</b>  <b>Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)</b>	

PHYSICAL (if applicable)				
<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> <div> <div> <b>Left Hand</b>  <input type="checkbox"/> Gripping  <input type="checkbox"/> Pinching  <input type="checkbox"/> Other <i>(specify)</i>:             </div> <div> <b>Right Hand</b>  <input type="checkbox"/> Gripping  <input type="checkbox"/> Pinching  <input type="checkbox"/> Other <i>(specify)</i>:             </div> </div>		
<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
COGNITIVE (if applicable)				

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

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

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

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

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

☐ 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**

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

#### **SHORT-TERM PAID LEAVES**

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

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

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

#### **RETIREMENT GRATUITIES**

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #4**

### **BETWEEN**

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

### **AND**

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

### **AND**

**The Crown**

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

#### **PREAMBLE:**

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

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

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

#### **II. DELIVERABLES**

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

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

#### **III. MEMBERSHIP**

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

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

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

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

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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



**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

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



**LETTER OF AGREEMENT # 13**

**BETWEEN**

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

**and**

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

**and**

**The Crown**

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

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

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

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

The task force will:

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

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



**PART B**

**LOCAL TERMS OF THE COLLECTIVE AGREEMENT**

**BETWEEN**

**NEAR NORTH DISTRICT SCHOOL BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1165-2**

**REPRESENTING**

**CUSTODIAL AND MAINTENANCE EMPLOYEES**

**September 1, 2022**

**to**

**August 31, 2026**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish the terms and conditions of employment of all members of the bargaining unit of CUPE employed by the Board, including salaries, benefits, working conditions and other matters, and to provide a fair and expeditious procedure for the resolution of grievances, which may arise.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 The Board recognizes CUPE 1165-2 as the exclusive bargaining agent authorized to negotiate and to participate in the administration of this agreement on behalf of all Custodial and Maintenance Employees employed by the Board, save and except supervisors and persons above the rank of Supervisors and students hired during the summer period.

### **2.02 WORK OF THE BARGAINING UNIT**

Employees whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except in cases agreed to by the Union or in cases of emergency. No bargaining unit work shall be done under the auspices of an Ontario Works (workfare) or similar program.

- 2.03 Both parties recognize that each has the right to have other advisor, agent, counsel, solicitor or other duly authorized representatives to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

### **2.04 DEFINITIONS**

#### **Permanent Employee**

Full-time employee - Any person who is permanently employed for more than twenty-four (24) hours per week.

Part-time employee - Any person who is permanently employed for twenty-four (24) hours or less per week.

Part-time employees may work more than twenty-four (24) hours per week on a temporary basis to cover absences due to illness/accident, vacations, and leaves of absence and still retain part-time status. Assignments relative to this type of absence shall be for periods not exceeding six (6) months. Where it is known that such assignments will exceed a continuous period of thirty (30) working days, the posting provisions of this Agreement shall apply. A part-time employee shall be entitled to all rights, benefits and privileges of this Collective Agreement unless specifically referenced otherwise.

Temporary employee: Any employees hired to temporarily fill a full-time or part-time position.

Casual employee - All other employees not defined above will be considered a casual employee and will be paid at the casual rate.

## **2.05 CORRESPONDENCE**

- a) All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Business or designate and the President or designate for the Union and the National Representative.
- b) The Employer shall notify the Union of all hiring, resignations, retirements, promotions, demotions, deaths or other terminations of employment.

## **2.06 NEW EMPLOYEES**

- a) The Board agrees to acquaint new employees with the fact that a Collective Agreement is in effect and will provide employees with access to an electronic copy of the Collective Agreement within fifteen (15) days from the date of hire.
- b) On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee and must be approved by the supervisor.
- c) Once each school year, where the Employer conducts staff training sessions, the Union will be provided an hour during such session to make union announcements and presentations. The Employer will leave the room during the Union presentation.

The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

## **2.07 NO OTHER AGREEMENTS**

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

- 2.08 When the context so requires, the singular shall include the plural and all titles and personal pronouns shall be gender neutral.
- 2.09 The Board shall mean the Near North District School Board or its predecessor Boards, unless otherwise indicated.

### **ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 3.01 The Union recognizes that it is the right of the Board to manage the affairs of the operation to hire, direct, promote, demote, classify, transfer, lay-off, suspend, to discipline employees and to direct the working force of the Board subject to the terms of this Agreement. The Board shall not exercise its rights to direct the working force in a discriminatory manner. The Board agrees not to discharge or discipline except for just cause.

The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.

- 3.02 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. If the Board has exercised any of these rights in a manner inconsistent with any provision of this Agreement, it may be the subject of a grievance.

### **ARTICLE 4 - UNION REPRESENTATION**

- 4.01 The Board recognizes the right of CUPE Local 1165-2 to represent a member at any meeting where the conduct or competence of the member is being discussed.
- 4.02 The Union shall advise the Employer in writing of the names of its officers, stewards and members of various committees and any changes thereto within ten (10) working days of an election or change in status.
- 4.03 The Employer shall recognize the Local Union Officers and up to twelve (12) stewards. The number and distribution of stewards may be altered.
- 4.04 The Employer shall recognize a Grievance Committee of three (3) designated employees, and the Union shall advise the Employer in writing of the names within ten (10) working days of an election or change in status.

#### **4.05 NEGOTIATIONS COMMITTEE**

In negotiations each of the parties shall be represented by a committee of not more than six (6), exclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives.

Negotiating Committee members shall suffer no loss of wages or benefits for such purposes; however, the Board will invoice the Union for the full cost of wages and benefits excluding the Education Workers Benefits Trust (EWBT) and the Union will reimburse the Board within thirty (30) days following receipt of the invoice.

#### **4.06 JOINT COMMITTEES**

The Board recognizes that from time to time members of the Union will be called upon by the Board to participate on Board Committees (i.e. Health and Safety, Communications Advisory), which are convened during the working day. Members who serve on Board Committee shall receive full wages and benefits while attending committee meetings. The Employer agrees to pay mileage for employees who have to travel to these meetings.

4.07 Stewards or Grievance Committee members must obtain permission from their Facilities Services Supervisors/Maintenance Supervisor before absenting themselves from their workplace in order to deal with grievances with the Employer. Union officers must obtain permission from their Facilities Services Supervisors/Maintenance Supervisor before absenting themselves from the workplace in order to deal with the Employer in matters related to this Agreement. Stewards, Grievance Committee members and Union officers shall suffer no loss of wages or benefits for such purposes.

4.08 Meetings between the parties shall be held at times mutually agreed to by the parties, unless specifically referenced otherwise in this Agreement.

#### **4.09 UNION LEAVE**

- 1) An employee elected or appointed to represent the Union at a conference, convention or other Union business shall be granted a leave of absence, without loss of seniority and without pay to attend to the business for which leave is requested, provided;
  - a) Such leave shall be requested, in writing, to the Manager of Human Resources or designate at least one (1) week in advance identifying the period of absence and attendee(s). Under unusual circumstances where the Union cannot provide one (1) week's advance notice, the Union shall forward pertinent information by email to the Manager of Human



Resources or designate requesting the leave. Approved leaves must be entered into the board's absence management software as soon as reasonably possible.

- b) The Union recognizes that no more than four (4) employees may be absent at any given time.
- 2) An employee granted a leave of absence for Union business in 4.09 (a) shall receive their normal pay for the period of the leave. The Board will invoice the Union for the full cost of wages and benefits excluding the Education Workers Benefits Trust (EWBT) and the Union will reimburse the Board within thirty (30) days following receipt of the invoice.

#### 4.10 Union Office

Any permanent employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, by the Board, for a period up to two (2) years. The Board may renew such leave on a yearly basis. On return from leave, the employee will be placed in their previous position, or if the previous position does not exist the procedure found in Article 9.07 as applicable will be followed.

### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 There shall be no discrimination by the Employer, the Union or any employee against any employee because of membership, or non-membership in any lawful Union or because citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, gender expression and political affiliation.
- 5.02 The parties believe in the prevention of workplace violence and harassment and promoting a violence and harassment-free workplace in which all people respect one another and work together to achieve common goals. Any act of workplace violence or harassment is unacceptable conduct. Workplace violence and harassment in any form erodes the mutual trust and confidence that are essential to all employees.

### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 It is agreed by the parties hereto that there shall be a compulsory check-off upon all employees who come within the unit to which this Agreement applies, and it shall continue during the term of this Agreement.
- 6.02 Dues Check Off and Release of Information

The Board shall forward such deductions to the Secretary-Treasurer, or designate of the National Union and the local Union Secretary-Treasurer not later than the 15<sup>th</sup> of the month following the month in which the deductions were made. Such remittance shall be accompanied with an electronic list of the names, wages and the amount of dues deducted from each employee.

On September 30 and March 31 of each year, or upon request by the Local Union President the Employer shall forward to the Local Union President an electronic list of the names, job title/classification, employment status, home mailing addresses, phone numbers, and work location of all employees in the bargaining unit.

- 6.03 The Union agrees to forward to the Board in writing the amount of dues deductions to be made. An amendment to the current dues deduction shall be presented to the Manager of Human Resources in writing and shall only take effect in the month following the month the amendments were received by the Employer.
- 6.04 T4 Income Tax slips issued by the Board shall state the amount of Union dues deducted.
- 6.05 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

## **ARTICLE 7 - UNION ACTIVITIES**

- 7.01 The Union shall not conduct Union activities during working hours or on the Employer's premises except as expressly provided herein.
- 7.02 The Union shall be allowed to use the inter-school courier system for or Board electronic email, for the purpose of communicating with its members, provided the following conditions are met:
  - a) The communication is sent outside of working hours, and
  - b) The communication complies with the Board's Acceptable Use Administrative Guideline, and
  - c) The communication is intended for sharing of information and not for day-to-day union business, and
  - d) With the exception of the notification of meetings, ratifications votes and elections, the communication is pre-approved by the Manager of Human Resources.
- 7.03 The Union may be allowed to use school facilities to carry out Union business outside regular working hours providing such facilities are available and approved in advance

by the Principal or other Administrative personnel in charge of the facility. Booked spaces shall be entered in a software designated by the board. The employer shall approve the request within ten (10) business days of the booking being entered into the software.

- 7.04 The Board shall provide for the use of the Union space on an existing bulletin board at appropriate locations.

## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

- 8.01 The Union agrees that there shall be no strike or slowdown during the term of this Agreement on the part of the employees represented by the Union. The Board agrees that there shall be no lockout during the term of this Agreement. The terms "strike and lockout" shall be as defined in the Ontario Labour Relations Act as amended from time to time.

## **ARTICLE 9 – SENIORITY, LAY OFFS AND RECALL**

### **9.01 SENIORITY**

The Board shall maintain one seniority list of all employees of the bargaining unit. Seniority shall mean an employee's continuous service with the Board from date of hire. When addressing seniority issues, all ties shall be broken in the following order.

- a) By lot in the presence of the bargaining unit President (or designate) and the affected members, if so desired, (tie-breaking meetings will be held outside working hours at the employee's cost and at a time and place mutually agreed by all parties) by placing in a hat the names of all members who are tied. The Manager of Human Resources (or designate) will draw the names. The first name drawn is to be most senior, and so on, until the names of all persons tied have been drawn.
- b) All employees hired prior to February 13<sup>th</sup>, 2005 will retain their initial date of hire and/or adjusted date of hire and ranking.
- c) All employees hired after February 13<sup>th</sup>, 2005 will retain their date of hire.

- 9.02 Seniority is a principle of granting preference to employees within the bargaining unit for promotion, demotion, transfer, lay-off and recalls after lay-off. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be based on the date of hire with the Employer.

An employee acquires permanent status after six (6) months continuous service in the same posting.

**9.03** A copy of an updated seniority lists shall be distributed electronically to all members by November 30 and March 31 showing the name, classification, and seniority date/hours paid. Copies of the seniority list will be supplied to the Union upon request. Employees shall have thirty (30) days from posting the seniority list in which to file written objections to the Manager of Human Resources. The Manager of Human Resources will inform the President of the Local Union 1165 and the parties shall endeavour to resolve the issue. If in the opinion of both parties the objection is valid, an amended seniority list will be issued.

#### **9.04 PROBATIONARY EMPLOYEES**

New permanent full-time and part-time employees who have not completed their probationary period as a temporary or casual employee shall be considered probationary employees until they have completed three (3) months of continuous service from the date of hire. Time spent as a temporary or casual employee within the same job classification shall be considered for this time of service. New temporary and casual employees shall be considered probationary employees until they have completed 60 working days from the date of hire. A probationary employee shall be entitled to all the rights, benefits and privileges of the Collective Agreement unless specifically referenced otherwise. The probationary period may be extended by mutual agreement of the parties and it will not be unreasonably withheld. Working day shall be the equivalent of an 8-hour day. A probationary employee may not apply to another position until the probationary period is completed.

#### **9.05 Transfer and Seniority Outside the Bargaining Unit**

An employee who accepts a temporary position or relieves in a position outside the bargaining unit for a period of up to twelve (12) months shall retain their seniority acquired to the date of leaving the unit including the above mentioned period, and the employee will not accumulate any further seniority beyond this period. If the employee returns to the bargaining unit within the maximum twelve (12) months of leaving, such employee shall be returned to their original position. If that position no longer exists, then bumping rights will be in effect. At the expiration of the maximum twelve (12) month period of temporary relief, the employee shall lose all seniority rights unless an extension may be required for situations such as Long Term Disability, medical leave, pregnancy or parental leave and the Union agrees to enter into an agreement to extend the period to a length applicable to the situation.

It is further understood that while on leave, the employee will pay an amount equal to the percentage of union dues on wages earned.

#### **9.06 Loss of Seniority**

- a) Employees shall be removed from the seniority list and terminated when the employee:
- Retires or resigns and does not withdraw within 3 days.
  - Is discharged for just cause and is not reinstated.
  - Fails to return to work after the completion of a leave of absence, which has been granted by the Employer, except where the reason is acceptable to the Employer.
  - Fails to return to work within 10 calendar days following receipt of a recall notice via registered mail/priority post. It is the responsibility of the employee to notify the Board if unable to return to work on the specified date. It is also the responsibility of the employee to ensure the Board has the current address.
  - Is laid off for a period of 2 years for full-time and part-time employees.
  - Is absent from work without permission for three (3) or more consecutive days without providing a reason acceptable to the employer.
  - When a casual or temporary employee does not work a minimum of 24 hours in a six-month period.

The Employer shall notify the employee and the union in writing of any termination of employment resulting from the above.

- b) A Casual or temporary employee who does not work one hundred and twenty (120) hours in a six month period will have their seniority date moved six months forward unless the employee was not offered a minimum one hundred and twenty (120) hours of work.

#### **9.07 LAY-OFF AND RECALL**

- a) Definition of Lay-Off - A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- b) Unless the Employment Standards Act is more favourable to the employees the Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work during the lay-off notice period, the employee shall be paid the days for which work was not made available. Copies of lay-off notices shall be sent to the Union.
- c) Both parties recognize that job security shall increase in proportion to the length of service. Therefore, the board agrees that in the event of lay-off, employees shall be laid off in reverse order of their seniority and where employees are recalled, they shall be recalled in the reverse order in which they were laid off.

The laid off employee may bump a junior employee provided the employee has the ability, knowledge, training and qualification to perform the work. Laid off employees must exercise their bumping rights within five (5) days of being notified of lay-off.

If the employee's selection to bump into a position is denied, the Employer will provide the employee and the Union in writing with the qualifications which the employee lacked to perform the work.

Employees who are affected by layoff shall be afforded a seven (7) working day familiarization period.

It is further understood that temporary positions of up to 30 days will be offered to the laid off employees first.

- d) It is understood that upon the return of the permanent employee to their regular job, the temporary employee who has acquired seniority rights will exercise their bumping rights under Article 9.07 a), b) and c) or have their name added to the lay-off list.
- e) The parties acknowledge and agree that, although it is required by Article 9.07 and Article 16.03 of the Collective Agreement, bumping may be disruptive to employees and to the operation of schools. Therefore, where reasonably possible, the Employer shall meet with Local 1165-02 before any bumping rights are triggered by the Collective Agreement, for the purpose of discussing mutually agreeable ways to avoid or delay bumping and/or the implementation of the bumps in order to minimize the effect of bumping during the school year. If the parties are unable to mutually agree on alternatives, then the collective agreement process described in Article 9.07 c) shall apply.

9.08 Both parties recognize that benefits will not accrue during lay-off period. However, benefits will be paid to the end of the month in which the employee is laid off.

**9.09 RETENTION OF SENIORITY IS DEFINED IN ARTICLE 9.07**

- a) Notice of recall shall be made by telephone with a letter sent to the employee's last known address. The Union designate will be provided with a copy of the recall notice.
- b) It shall be the employee's responsibility to ensure the Board has the current address.
- c) The employee must notify the Manager of Human Resources of their intent to report for work within 10 calendar days following receipt of a recall notice.

## **9.10 GRIEVANCE ON LAY-OFFS**

Grievances concerning lay-offs shall be initiated at Step 2 of the grievance procedure.

## **ARTICLE 10 - JOB POSTING**

### **10.01 NEW JOBS AND VACANCIES**

- a) When new jobs are created and vacancies occur which the Employer intends to fill, the Board shall post the position on the Board's website for five (5) working days on any work day except Mondays. An employee who wishes to be considered for the posted position shall provide the Employer with a written application in accordance with the provisions of the posting. It is further understood that a resume will only be required when there is a change in classification. Copies of job postings shall be sent to the Recording Secretary of the Union.

The posting shall contain the following information; classification, location, qualifications, hours of work and required knowledge or skills and rate of pay.

- b) All temporary vacancies that exceed thirty (30) working days or are anticipated to exceed thirty (30) working days shall be posted in accordance with Article 10.01 (a) above. All temporary vacancies are to be filled by temporary employees except where a permanent part-time employee wishes to supplement their hours of work provided this does not impair their ability to perform the responsibilities of their permanent position. A temporary vacancy is defined as a vacancy whereby the permanent employee is absent or other vacancies for thirty (30) days or less.

An employee applying for, and selected as the successful applicant for a temporary position shall not be entitled to bid on another temporary position unless:

1. The temporary position pays a higher rate of pay or provides for more hours of work, or
2. The temporary position has a longer period of duration, if known, or
3. The employee has been in the original position for a period of three (3) months, or
4. The temporary position represents a change of shift.

- c) All temporary vacancies that exceed or are known to exceed four (4) months shall be posted in accordance with Article 10.01 (a) above. Any permanent employee may apply to these positions if:
  - 1. The temporary position pays a higher rate of pay or provides for more hours of work, or
  - 2. The temporary position represents a change of shift, (night to day or day to night, including split shift to full shift, and other situations by mutual agreement), or
  - 3. The temporary position is closer to the employee's home (30 km or more)

Both parties agree that the temporary vacancy being created by the successful applicant will be backfilled as per Article 10.01 b). It is further understood that if a vacancy is filled by a temporary employee it shall be posted after four (4) months at which time a permanent employee may apply under the above conditions.

(Vacancies: up to 30 days = does not have to be posted - use of temps; after 30 days and up to 4 months = part-time as per Article 10.01 b) and/or temps; after 4 months = any employee can apply as per Article 10.01 c).

- d) For the purpose of this Article, employees hired prior to the ratification on this Collective Agreement shall be deemed to have their grade 12.
- e) An employee in a temporary posted position that extends to 24 months is deemed to be permanently posted in that position and the temporary job shall not be reposted.
- f) All successful applicants to the job postings will be sent to the Local CUPE 1165-2 President.

**10.02** Vacancies shall be filled on the following basis of seniority in the bargaining unit provided that the senior applicant possesses the skills. In determining who is successful in the job vacancy, the following shall apply. When in the judgment of the Employer, which shall not be exercised in an arbitrary or discriminatory manner the ability, knowledge, training, skill and physical fitness of the individual to fulfil the normal requirements of the job and their capability for the job requirements are relatively equal as between two (2) or more employees, then their relative seniority ranking shall govern.

### **10.03 NO OUTSIDE ADVERTISING**



No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

- 10.04 No full-time position shall be eliminated by reason of the duties being assigned to one or more part-time (temporary) employees.

## **ARTICLE 11 – GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE**

### **11.01 APPLICATION**

Where a difference arises between the parties hereto, or between the employees and the Employer relative to the interpretation, application, or administration of this Agreement including any question as to whether the matter is arbitrable, or whether an allegation is made that this Agreement has been violated, the matter shall be dealt with in the following manner:

### **11.02 EMPLOYEES' COMPLAINTS AND GRIEVANCES**

It is agreed that an employee has no grievance until they have given their immediate supervisor an opportunity to adjust their complaint.

The aggrieved employee(s) will submit the grievance to a vice-president. If the employee's vice-president is absent, they may submit the grievance to the president. At each step of the grievance procedure, the grievor shall have the right to be present.

### **11.03 STEP 1**

The vice-president or designate will submit a written grievance form to the Manager of Facilities and Operations within ten (10) working days from the time the employee brought the matter to the attention of their immediate supervisor. The Manager of Facilities and Operations will reply in writing within ten (10) working days.

### **11.04 STEP 2**

Failing settlement being reached in Step 1, the vice-president or designate may, within ten (10) working days, submit the written grievance to the Superintendent of Business or designate. The vice-president or designate and the Superintendent of Business or designate shall meet within five (5) working days of the receipt of the written grievance. The Superintendent of Business or designate shall reply in writing within ten (10) working days of the meeting.

### **STEP 3**

If the grievance is not deemed settled on the basis of the answer in Step 2, the Union shall within ten (10) working days of the receipt of the answer in Step 2, notify the Superintendent of Business or designate, in writing, of its desire to submit the grievance to arbitration and/or mediation.

#### **11.05 GROUP OR POLICY GRIEVANCE**

Where a dispute involving a question of general application or interpretation occurs, or where the Union/Employer or group of employees are affected, the vice-president and the Superintendent of Business or designate shall commence the grievance at Step 2. The timelines for a group or policy grievance shall be ten (10) working days from the time the Union/Employer or group of employees became aware of the circumstances giving rise to the grievance, or after the date when the event could reasonably have been detected.

#### **11.06 DISCHARGE OR DISCIPLINE GRIEVANCES**

In the case of a discharge or discipline grievance, the matter may be initiated by the aggrieved employee in writing within ten (10) working days of the discharge or discipline at Step 2 of the grievance procedure.

#### **11.07 PROBATIONARY EMPLOYEES**

It is agreed that the dismissal of a probationary employee shall not be made the subject of a grievance.

#### **11.08 WITNESSES**

At Steps 1 and 2 of the grievance procedure or at arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises, which may be relevant to the settlement of the grievance to view any working conditions.

#### **11.09 TIME LIMITS**

The time limits fixed in the grievance procedure may be extended only by mutual consent, in writing, of the parties to this Agreement.

#### **11.10 ENFORCEMENT**

Grievance settlements at any stage of the grievance procedure shall be binding upon both parties and shall be subject to enforcement in the same manner as a decision under the arbitration procedure.

#### **11.11 AUTHORITY**

Discharge or discipline grievances may be settled by confirming the Employer's actions in dismissing or disciplining employees, or by reinstating the employees with full, partial, or no compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the parties, or of the arbitrator.

#### **11.12 ARBITRATION APPLICATION**

Any difference of opinion relating to interpretation, administration, application or alleged violation of this Agreement, which cannot be settled after exhausting the grievance procedure, shall be settled by arbitration as follows:

- a) Arbitrator - The Employer and the Union shall choose a mutually agreeable arbitrator who shall hear the arbitration. Should the Employer and the Union fail within five (5) days to agree to an arbitrator, either party may apply to the Ministry of Labour requesting the appointment of an arbitrator. The parties shall indicate to the Ministry of Labour the names of those persons whom they failed to agree upon, and the Ministry of Labour shall not appoint one of the persons named. The arbitrator shall hear the evidence of both parties and shall render their decision within thirty (30) days of the completion of taking evidence. The decision of the arbitrator shall be final and binding and enforceable on both parties. The parties shall jointly and equally bear the expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.
- b) Powers of the Arbitrator - The Arbitrator shall not have the power to add to, or subtract from or change the provisions of this Collective Agreement in any manner whatsoever.

- 11.13 a) No employee shall be discharged, suspended or disciplined without just cause. In such case, the employee and the Union shall be advised in writing from the Employer of the reason for the discharge, suspension or discipline.
- b) At the time formal discipline is imposed, an employee shall have the right to the presence of their Vice-President, steward or Union designate. The Employer shall notify the employee of this right in advance.

#### **11.14 MEDIATION**

Following the referral of a grievance to arbitration, the Parties agree to a mediation process. In such circumstances, the Parties will contact a mutually acceptable, qualified neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. Each party shall bear one-half the cost of the fees and expenses of the mediator.

The Parties shall engage in this process on the following basis:

- a) Each Party shall make every reasonable effort to resolve the matter;
- b) Any positions taken, or information provided by either Party shall not be admissible should the matter proceed to arbitration;
- c) This step shall not be used to delay arbitration of a matter.

Each party reserves the right to forego mediation and move directly to arbitration.

## **ARTICLE 12 - ACCESS TO FILES**

12.01 The personnel file respecting an employee shall be maintained in the Human Resources Department of the Board and shall be available and open to the employee and/or a person authorized in writing to act on the employee's behalf for inspection in the presence of a Board Human Resources Department staff at any reasonable time during the regular working hours of the department. The employee's personnel files may be viewed provided one (1) week notice is given.

The employee may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the employee.

If the employee disputes the accuracy or completeness of any such information other than an evaluation, the Board shall, within twenty (20) working days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm, amend or remove the information.

Where the Board amends or removes information as outlined in this Article, the Board shall, at the request of the employee notify all persons who received a report based on the prior information.

An employee may place comments on any materials kept on file pertaining to the employee.

No later than two (2) years after the date of issue, or less at the discretion of the Superintendent of Business or designate, any disciplinary documents or adverse job-

related correspondence contained within an employee's personnel records and files shall be removed and returned to the employee unless further disciplinary action has occurred for the same or similar offence within that period. This does not apply to documents or correspondence, which the Board is required to retain by law. These will be kept in a sealed envelope separate from the employee's files and will only be opened when the Board is required by law to open them.

## **ARTICLE 13 – ANNUAL VACATIONS**

(Applicable to employees in permanent posted positions)

-Annual vacation is based on September 1 to August 31.

**Note:** Both parties agree that the Employer agrees to continue to carry over unused vacation days when employees are unable to exhaust their vacation days in the current year.

**13.01** a) Employees shall receive annual vacations with pay in accordance with the employee's years of employment as follows:

For annual vacation purposes only, the increase of vacation entitlement will become effective on the employee's anniversary date and will be prorated for that year. Vacation for part-time permanent employees shall be pro-rated in accordance with their regular hours of work.

Effective September 1, 2001

Up to 3 years of continuous service	10 days
After 3 years of continuous service	15 days
After 10 years of continuous service	20 days
After 15 years of continuous service	25 days
After 21 years of continuous service	26 days
After 22 years of continuous service	27 days
After 23 years of continuous service	28 days
After 24 years of continuous service	29 days
After 25 years of continuous service	30 days

Part-time employees (not in a posted position) shall receive vacation pay at the rate of four (4%) (or six (6%) after five (5) years of service) of gross regular wages paid on a bi-weekly basis. Temporary employees shall receive vacation pay at a rate of four (4%) (or six (6%) after five (5) years of service) of gross regular wages paid on a bi-weekly basis.

Vacation entitlement must be used within a twelve-month period (September 1 – August 31). Vacation credits may not be carried forward from year to year.

- b) Vacation entitlement shall be pro-rated for any loss of pay of one (1) month or greater.

### **13.02 REQUESTS FOR VACATION TIME OFF**

An employee shall be entitled to receive their vacation in blocks of 5 working days unless otherwise mutually agreed upon by the employee and employer. The Employer will make every reasonable effort to grant an employee their vacation when specified by the employee. Preference in choice of vacation time shall be given to employees with a greater seniority.

- a) The employee will provide the Facilities Services Supervisor/Maintenance Supervisor with a minimum of two (2) days' notice for every day of vacation requested.
- b) All employees are required to provide a written vacation request by April 30 for the summer vacation period.

13.03 Vacation requests must be provided in writing on the appropriate form and approved by the employee's immediate Facilities Services Supervisor/Maintenance Supervisor.

13.04 Should an employee's vacation period fall during a paid statutory holiday; the employee shall be entitled to schedule another day's vacation in lieu.

### **13.05 EARLY TERMINATION**

An employee terminating employment who has not used up their entitlement shall receive pay in lieu of such vacation. Or if an employee is terminating employment who has taken vacation time in excess of time earned, shall reimburse the Board for such time. Arrangements to reimburse the Board must be made prior to final payment.

13.06 If an employee's vacation is interrupted by illness or injury that requires hospitalization or confinement to bed under a physician's care for a period of three (3) working days or more, such period of hospitalization or confinement shall be considered as sick leave and not deducted from the employee's vacation credits.

Satisfactory evidence of hospitalization or confinement shall be provided to the Human Resources Department upon request.

## **ARTICLE 14 – SICK LEAVE**

Sick Leave Benefits are in Part A Article C6.00 of the Central Agreement.

- 14.01 a) When an employee is absent due to illness, the Board may require the employee to submit a certificate from a qualified medical or dental practitioner. The cost of such a certificate shall be paid by the Board.
- b) illness due to pregnancy shall be covered by this plan.

#### 14.02 RETIREMENT ALLOWANCE

Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive sick leave credit gratuity or any non-sick leave 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.

An employee who meets the requirements below will qualify for a Retirement Gratuity based on the number of accumulated sick leave days and the number of years of service in accordance with the following formula:

$$G = \frac{Y}{20} \times \frac{N}{200} \times \frac{S}{2}$$

Where:

- G = Value of gratuity
- Y = Number of years of service with the Near North District School Board and its predecessor Boards (maximum of 20)
- N = Number of accumulative sick leave days earned with the Near North District School Board and its predecessor Boards (maximum of 200)
- S = Annual Salary

To qualify for a gratuity, an employee must be eligible for a pension, be at least fifty (50) years of age, and have a minimum of twelve continuous (12) years of service with the Board.

Payment of the retirement gratuity shall be made on the following basis: Notice of retirement must be received by April 30, in order to receive the gratuity in September or such other date as the employee requests, provided it is in the next budget year (budget year September to August 31).

If retirement notice is not received prior to April 30, the gratuity payment will be postponed for 14 months following receipt of notice.

- 14.03 When an employee is absent because of sickness other than paid compensation (WSIB) such employee shall be paid for statutory holidays that occur during the time that the employee is entitled to and is receiving sick leave credit. However, such day shall be deducted from the employee's sick leave credits.

## **ARTICLE 15 – LEAVES OF ABSENCE**

Note: For the purpose of this Article, all written requests for leaves of absence will be dealt with at the discretion of the Superintendent of Business or designate as per Article 15.

### **15.01 PERSONAL LEAVE WITHOUT PAY**

An employee may request a leave of absence for personal reasons without pay. Such a request must be submitted in writing to the immediate supervisor for approval by the Manager of Human Resources.

Notwithstanding the above, an employee who has requested a leave of absence up to three (3) days shall receive the Employer's written decision within seven (7) work days of the request.

### **15.02 SHORT TERM LEAVES**

(Applicable to employees in a permanent posted position)

A leave of absence for any of the following reasons shall be granted by the employee's Facilities Services Supervisor/Maintenance Supervisor and shall be with pay, and without loss of sick leave:

- a) Where an employee is writing examinations and:
  - i) The examination is written in conjunction with improvement of qualifications or professional standing, and the examination is written during work hours; or
  - ii) The examination is written outside work hours, but travel time during work hours is necessary to reasonably arrive at the examination location.
- b) Where an employee is attending their own graduation exercises or the graduation of their spouse, child, grandchild, or parent (Grade 8, secondary, post-secondary) and:
  - i) The exercise occurs during work hours; or
  - ii) The exercise occurs outside work hours, but travel time during work hours is necessary to reasonably arrive at the graduation location.
- c) For absence occasioned by the birth or adoption of a child, or grandchild, a leave of absence not exceeding one day.



- d) In the event of the death of a family member, the provisions of bereavement leave shall be as follows:
  - i) In the case of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days.
  - ii) In the case of children-in-law, siblings-in-law, grandparents-in-law, up to a maximum of two (2) days.
  - iii) In the case of a member outside the immediate family as defined below, or a friend, one (1) day.

Definition of "immediate family": parents, parents-in-law, step-parents, spouse, children, step-children, child's spouse, siblings, grandparents and grandchildren. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave by requesting through the Human Resources Department.

- e) An employee shall be allowed a leave of absence for duty by reasons of a summons to serve as a juror, or a subpoena as a witness to any proceedings to which the employee is not a party or one of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling allowances and living expenses that the employee receives as a juror or witness.
- f) A leave will be granted without deduction of salary or sick leave credit for illness or medical appointments for a member of the immediate family as a result of which the employee is required to be away from work. Such leave shall be limited to a maximum of three (3) days per year (September to August). Immediate family, in this case, shall be limited to child, spouse, or parent. Every reasonable effort must be made to take care of the situation by other means.
- g) When an employee is absent due to quarantine by order of the Medical Authorities.
- h) In the event of the death of an immediate family member while on vacation, a request may be made to have the vacation (or portion thereof) converted to bereavement leave. If granted, the vacation (or portion thereof) will be postponed and will be taken at a time mutually agreeable to both parties.
- i) 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.

### **15.03 PREGNANCY AND PARENTAL LEAVE**

This Article shall be in accordance with the Employment Standards Act. The employee must give the Board at least two weeks written notice of the date the leave is to begin and the expected date of return to active duty. The notice must be accompanied with a certificate from a legally qualified medical practitioner stating the expected birth date.

#### **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 throughout a Supplemental Employment Benefit (SEB) plan for a total of \*eight (8) weeks immediately following the birth of their 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 their child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

### **ARTICLE 16 – HOURS OF WORK**

#### **16.01 REGULAR HOURS**

The regular hours of work for permanent employees shall not exceed five (5) consecutive eight-hour days for a total of forty (40) hours per week, Monday to Friday. All shifts are to take place between 6:30 a.m. and midnight unless mutually agreed upon by the employee and the Manager of Facilities and Operations/Maintenance Supervisor.

- 16.02 The parties recognize that split shifts may be necessary in certain facilities. Current split shifts will continue to operate as usual. Any future requirements requiring split shifts will first be discussed with the Union before implementation.

### **16.03 CHANGING SHIFTS**

The Employer shall give the employee(s) twenty-four (24) hours' notice in writing when temporarily changing their shift(s) except in cases of emergency. The parties recognize that shifts that may be permanently changed will result in employees evoking the lay-off/bumping process as outlined in Article 9.07.

- 16.04 Effective Jan 1/2020 a shift premium of per hour will be paid for all hours worked from 3:00 p.m. to the end of the employee's shift. (See Schedule A)
- 16.05 Regular hours of work will exclude at least a one-half (1/2) hour unpaid lunch.

### **ARTICLE 17 – OVERTIME**

- 17.01 Employees shall be paid for all work performed at the request of the Employer, in excess of the regular daily and weekly working hours at the rate of time and one-half (1-1/2) of the employee's regular rate of pay per hour. Only the Facilities Services Supervisor/Maintenance Supervisor may authorize overtime hours.
- 17.02 All work performed on a Sunday shall be paid at the rate of double time the hourly rate. All overtime must be approved in advance by the Facilities Services Supervisor/Maintenance Supervisor.
- 17.03 Employees may choose to receive time off instead of cash payment at the equivalent hourly overtime rate. If time off is chosen instead of overtime pay it must be approved in advance in writing by your Facilities Services Supervisor/Maintenance Supervisor. Employees may only bank a total of 40 hours at any given time. All banked time/overtime may not be carried over from year to year. (September to August 31)
- 17.04 1) The parties agree that the distribution of overtime shall be as follows:
- a) Monday to Friday - overtime will be distributed to part-time employees at the employee's regular rate of pay (as long as it is not over eight (8) hours per day then the overtime rate shall apply) to a maximum of forty (40) hours. If these part-time employees are not available, then the overtime hours shall be offered to temporary employees at the temporary rate of pay (as long as it is not over eight (8) hours per day then the overtime rate shall apply). Failing the availability of the above employees the hours shall be offered to the full-time employees in the school based on the equitable sharing of the overtime hours.

b) Saturday and Sunday - the overtime shall be offered to the full-time employees in the school based on the equitable sharing of overtime hours. If these employees are not available, the overtime hours shall be offered to part-time employees at the employee's regular rate of pay (as in (a) above) and finally the temporary employees (as in (a) above).

2) The Board will contact the part-time and temporary employees and prepare a list of what schools the employees are interested in working at. It shall be the responsibility of the employee to notify the Board of any change to their overtime request status.

17.05 An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rate.

## **ARTICLE 18 – STATUTORY HOLIDAYS**

(Applicable to employees in permanent posted positions)

18.01 In the event that the following paid holidays fall on a day set out below, the following schedule of days off with pay shall be observed by all employees:

<b>Holiday</b>	<b>Falling on</b>	<b>Day Off with Pay</b>
New Year's Day	Saturday	Friday preceding
New Year's Day	Sunday	Friday preceding
Canada Day	Saturday	Monday following
Canada Day	Sunday	Monday following
Christmas Day	Saturday	Friday preceding
Christmas Day	Sunday	Monday following
Boxing Day	Saturday	Monday following
Boxing Day	Sunday	Monday following
Boxing Day	Monday	Tuesday following

a) Employees shall be paid a normal day's pay at the regular hourly rate for each of the following paid holidays:

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

Plus one (1) floater day at either the Christmas or March break.

- b) Should any of the above paid holidays fall on an employee's regular day off, they shall be granted the day off with pay in lieu thereof on a day mutually agreed upon by the Employer and the employee.
- c) An employee required to work on a statutory holiday will be compensated in accordance with the Employment Standards Act.

#### **ARTICLE 19 – RELIEVING IN HIGHER/LOWER GRADES**

- 19.01 a) When an employee is authorized to temporarily relieve and perform the duties of a higher classification for one day or more, they shall receive the rate for the higher classification.
- b) When an employee is temporarily assigned and performs the duties of a lower rated classification, they shall receive the rate of their current classification.

#### **ARTICLE 20 - ORDERS AND DIRECTIVES**

- 20.01 Employees shall normally receive and accept orders, directives from their Facilities Services Supervisor/Maintenance Supervisor or designate, or an accredited representative of the Employer above the rank of supervisor, whose duties place them directly in charge of the employees concerned. For the purpose of this Article, an accredited representative of the Employer will be the principal or designate.

#### **ARTICLE 21 - EMPLOYEE BENEFITS**

**Employee Benefits are in Part A, Article C5.00 of the Central Agreement.**

- 21.01 a) The LTD plan must provide a waiting period of not more than 120 continuous days of absence. The employee will be required to apply for and if approved to receive LTD benefits on the 121<sup>st</sup> day of disability. There shall be a long-term disability plan selected by and fully paid for by the custodian or maintenance worker. The Board agrees to administer the enrolment, deduction, and remittance of premiums, the provision of available necessary data to the insurer in continuation of assisting custodians/maintenance workers in the administration of claims as has been established through past practice. CUPE Local 1165 is responsible for selecting the carrier and for resolution of any disputes between the custodian/maintenance workers and the carrier regarding the eligibility of the claim. As a condition of employment all custodians and maintenance workers newly hired by the Board shall be enrolled in the LTD plan.

- b) The Board agrees to deduct at source any required premium payment incurred by the employees.

21.02 The amount of the employee's share of the refundable Employment Insurance Rebate shall be refunded to the bargaining unit by February 28 for the preceding calendar year.

#### **21.07 PENSION PLAN**

Every eligible employee shall participate in the Ontario Municipal Employee's Retirement Plan (O.M.E.R.S.).

### **ARTICLE 22 - PAY DAYS**

22.01 The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" (Job Classifications and Rates of Pay) attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions which can be viewed online in the HR Portal. Should a holiday occur on a payday, then the preceding day shall be deemed to be payday for the purpose of this Agreement.

#### **22.02 OVERPAYMENT/UNDERPAYMENT**

Errors in creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the employee may mutually agree with the board to repay the overpayment in a shorter period. In no case shall an employee have monies deducted by the Board in conjunction with this article without first advising the employee.

Errors in pay creating an underpayment shall be recoverable back to the beginning of the twelve (12) month period in which the error was discovered and shall be recovered on the next pay.

### **ARTICLE 23 - GENERAL**

#### **23.01 INJURY**

- a) An employee who is injured during working hours and is required to leave for treatment and a doctor or nurse states that the employee is unfit for further work on that shift, or is sent home for such injury, shall receive payment for the

remainder of the shift at their regular rate of pay without deduction from sick leave.

- b) At the time an injury occurs, the Board shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.
- c) Under the Workers' Safety Insurance Board (WSIB), the Board shall provide protection for full-time employees by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under the cumulative sick leave plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the employee shall receive only the compensation award.
- d) Temporary employees will receive the WSIB compensation award only.

#### **23.02 TUITION FEE SUPPORT/PROFESSIONAL DEVELOPMENT** (Effective Sept. 01/01)

It is the Board's intention to set aside a sum of money in the budget to address system and individual needs. Where an employee participates in a course approved in advance by the Manager of Facilities and Operations, the Board will pay 1/3 of the tuition fee at the beginning of the course and 2/3 of the tuition fee upon proof of successful completion of the course. If the employee does not complete the course, the 1/3 reimbursement will be returned to the Board through a payroll deduction.

#### **23.03 SEVERANCE PAY**

An employee who is terminated for a reason other than just cause shall receive severance in accordance with the Employment Standards Act.

#### **23.04 VEHICLE ALLOWANCE**

All employees travelling on authorized Board business shall be reimbursed at the current Board rate per kilometre.

#### **23.05 SAFETY FOOTWEAR**

Effective September 1, 2007 the approval of the appropriate safety footwear will be determined by the Joint Health & Safety Committee.

The Employer shall pay an allowance towards the cost of approved safety footwear to each permanent employee on their first pay cheque in September in the amount of \$107.41 in 2022, \$107.41 in 2023, \$107.41 in 2024, \$107.41 in 2025.

Note: Both parties agree that the employee will be subject to discipline if safety footwear is not worn.

#### **23.06 SAFETY PRESCRIPTION GLASSES (MAINTENANCE ONLY)**

The Employer will pay for safety prescription glasses at the rate of \$214.82 in 2022, \$214.82 in 2023, \$214.82 in 2024, \$214.82 in 2025 every two (2) years provided the employee submits copy of prescription and receipt for purchase.

#### **23.07 CONTRACTING OUT**

No permanent employee will lose employment with the Employer as a result of contracting out during the term of this Agreement.

#### **23.08 PAY EQUITY**

The parties will meet during the month of November of each year, for the purposes of reviewing Pay Equity unless another date is mutually agreed upon.

#### **23.09 FLEX HOURS**

Flex hours will be considered in consultation with the employee and their Facilities Services Supervisor/Maintenance Supervisor. Such a request must have a defined length of time and must be submitted in writing to the immediate supervisor for approval by the Manager of Human Resources, Manager of Facilities and Operations and union designate.

#### **23.10 SUPERVISION OF STUDENTS**

Members shall not be assigned general student supervision where supervision is not a core duty of that classification. This does not diminish any employee's obligation to assist in emergency situations under the Safe Schools Act.

#### **23.11 APPRENTICESHIP SUPERVISION – TRADES**

The parties recognize that when a tradesperson is supervising an apprentice, they are responsible for the apprentice and their professional development. To ensure that the apprentice is progressing in accordance with the required standards, the Board shall ensure that the tradesperson and apprentice be given 30 minutes a week to conduct a proper review of the apprenticeship and/or skills acquisition.



### **23.12 LABOUR/MANAGEMENT COMMITTEE REGARDING COMMON CONCERNS**

A committee shall be established as soon as possible to discuss areas of common concern that relate to Custodian/Maintenance employees.

The committee will be comprised of three (3) representatives from each party and records shall be kept of all meetings.

Meetings of the committee shall be held during the regular working day. Time spent attending such meetings shall be considered as work time.

### **ARTICLE 24 - RULES AND REGULATIONS**

- 24.01 The Employer, in establishing rules and regulations not inconsistent with this Agreement applicable to the employees shall communicate same to the employees either by posting same on the bulletin board, or by supplying the employees with a written copy of same. Copies of rules and regulations and amendments thereto shall be forwarded to the Union prior to implementation by the Employer.

### **ARTICLE 25 – PRINTING OF AGREEMENT**

- 25.01 The Employer and the Union agree that members will receive a copy of the Collective Agreement as soon as possible after the signing of the Agreement, and that the Agreement be printed on Board equipment and all costs be paid by the Board if printed on 8 – ½ x 11 paper.

### **ARTICLE 26 – TERMS OF AGREEMENT**

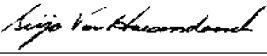
- 26.01 This Agreement shall be in effect from September 1, 2022 and shall remain in effect until August 31, 2026. Unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement as set forth in Article 3.02, then it shall continue in effect for a further year without change and so on from year to year thereafter.
- 26.02 Notice that amendments are requested or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any anniversary date of such expiration date.
- 26.03 If either party gives a notice of amendments, or termination, the parties shall meet for the purpose of negotiations at the earliest mutual agreeable date prior to the expiration date of this Agreement


IN WITNESS WHEREOF the parties have hereunto set their hands and seals this Agreement.


DATED AT North Bay, Ontario this 4th day of February, 2025


THE NEAR NORTH DISTRICT SCHOOL BOARD


CANADIAN UNION OF PUBLIC EMPLOYEES  
AND LOCAL 1165-2


  
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Kelly Vernott (Feb 5, 2025 16:55 EST)

  
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Jacqueline Comeau (Feb 5, 2025 14:35 EST)

## Schedule "A" Job Classifications and Rates of Pay

Position		1-Sep-22	1-Sep-23	1-Sep-24	1-Sep-25
Maintenance - Lic. Trades	Start Rate	29.26	30.26	31.26	32.26
	Year 1	29.96	30.96	31.96	32.96
	Year 2	30.69	31.69	32.69	33.69
Maintenance - Gen. Labour	Start Rate	24.49	25.49	26.49	27.49
	Year 1	25.05	26.05	27.05	28.05
	Year 2	25.63	26.63	27.63	28.63
Custodians	Start Rate	23.47	24.47	25.47	26.47
	Year 1	24.03	25.03	26.03	27.03
	Year 2	24.57	25.57	26.57	27.57
Lead Custodian - Secondary	Start Rate	27.73	28.73	29.73	30.73
(Evening Shift)	Year 1	28.42	29.42	30.42	31.42
	Year 2	29.07	30.07	31.07	32.07
Casual Custodian Base Rate		18.78	19.78	20.78	21.78
Rate incl. vac.	4%	0.75	0.79	0.83	0.87
& stat holiday pay	4%	0.75	0.79	0.83	0.87
Casual Custodian Total (for employees with less than 5 years of service)		20.28	21.36	22.44	23.52
Casual Custodian Base Rate		18.78	19.78	20.78	21.78
Rate incl. vac.	4%	0.75	0.79	0.83	0.87
& stat holiday pay	6%	1.13	1.19	1.25	1.31
Casual Custodian Total (for employees with 5 or more years of service)		20.66	21.76	22.86	23.96
Shift Premium (see article 16.04)	– per hour	1.04	1.04	1.04	1.04
Split Shift (see article 16.02)	– per shift	8.76	8.76	8.76	8.76



**Letter of Understanding  
Between**

**The Canadian Union of Public Employees  
and its Local 1165-2**

**And**

**Near North District School Board**

**Subject: Base Line Staffing**

The parties agree that this letter of Understanding is for information purposes only.

The parties agree that the FTE numbers (excluding temporary, casual and/or occasional positions) as of December 19, 2022, the date of central ratification are:

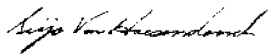
Custodians: 100.25

Maintenance: 8

The parties agree that this letter of Understanding is not a guarantee of staffing and is not grievable.

DATED AT North Bay, Ontario this 4th day of February, 2025

THE NEAR NORTH DISTRICT  
SCHOOL BOARD



CANADIAN UNION OF PUBLIC  
EMPLOYEES AND LOCAL 1165-2



Trevor Russell (Feb 5, 2025 14:13 EST)



Keith Russell (Feb 5, 2025 14:17 EST)



Ben Lavalley (Feb 5, 2025 14:38 EST)



Kelly Venott (Feb 5, 2025 16:55 EST)



Jacqueline Comeau (Feb 5, 2025 14:35 EST)

**Letter of Understanding  
Between**

**The Canadian Union of Public Employees  
and its Local 1165-2**

**And**


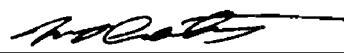
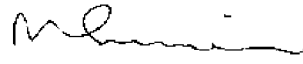
**Near North District School Board**

**Subject: Employee Safety Notification Procedure**


The parties agree that a joint committee will be established to develop a process in compliance with Safe Schools legislation to ensure that all employees, including itinerant employees, are advised promptly of any security threats including but not limited to, those that require a school to be locked down or placed in hold and secure.


DATED AT North Bay, Ontario this 4th day of February, 2025

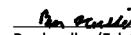
THE NEAR NORTH DISTRICT SCHOOL  
BOARD

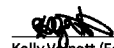
  
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CANADIAN UNION OF PUBLIC  
EMPLOYEES AND LOCAL 1165-2

  
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Jacqueline Comeau (Feb 5, 2025 14:35 EST)

## **Letter of Understanding**

### **Between**

**The Canadian Union of Public Employees  
and its Local 1165-2**

### **And**

**Near North District School Board**

**Re: Joint Job Evaluation/Pay Equity Compliance**

The Board and the Union are committed to the process of Job Evaluation and ensuring compliance with the Pay Equity Act and the Terms of Reference. As outlined in the established terms of reference, the Board and the Union agree to ensure compliance with the Pay Equity Act.

The parties have identified and are committed herein to a process and procedure to review, update, and initiate a revised job evaluation program, which will periodically review positions to determine appropriate job category placement within the salary/wage structure. Such program will be compliant with the provisions of the Maintenance Requirements of the Pay Equity Act of Ontario.

The following provisions represent the key commitments of the parties to the implementation of this important initiative:

- Target evaluation of not less than 20% of all Bargaining Unit jobs each year.
- Each position to be subject to re-evaluation every completed 5-year cycle, unless there have been significant changes to the job.
- Where an employee's job is recommended and approved for placement at a higher category through this job evaluation process, the Employee will be placed at the salary/wage level in the new category at the level next step higher to their present salary/wage.
- The Employee shall continue to be eligible for an annual increment in accordance with the provisions of the Collective Agreement for their position.

Re: Joint Job Evaluation/Pay Equity Compliance (cont'd)

The Board shall prepare a new job description whenever a job is created or a revised job description whenever the duties of a job change significantly. The Joint Job Evaluation Committee will make every effort to evaluate the position within ninety (90) calendar days.

### Internal Equity

In order to reconcile the Pay Equity Banding and internal equity (the relative worth of classifications to each other within the bargaining unit and the collective agreement), the parties agree to implement internal equity. To this effect, in an effort to implement internal equity within the bargaining unit the parties undertake to form a joint committee to review this matter. Composition of the committee: The Job Evaluation Committee shall be comprised of three (3) representatives of the Employer and three (3) representatives selected by the Union. Either party may have the assistance of a resource person.

The parties will meet no later than January 15, 2024 to:


- establish a committee;
- review the terms of reference;
- develop the joint job evaluation committee structure; and
- develop the evaluation process.

DATED AT North Bay, Ontario


this 4th day of February, 2025

FOR THE NEAR NORTH  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND LOCAL 1165-2



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Trevor Russell (Feb 5, 2025 14:13 EST)



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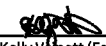


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Kelly Vernott (Feb 5, 2025 16:55 EST)



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Jacqueline Comeau (Feb 5, 2025 14:35 EST)



**Letter of Understanding  
Between**

**The Canadian Union of Public Employees  
and its Local 1165-2**

**And**

**Near North District School Board**

Re: Sick Leave Language from the Local Collective Agreement

The parties agree that the following sick leave language was contained in the Local Collective Agreement, but has been replaced by Central Language. This language has been placed in this letter of Understanding for historical reference purposes only.

**ARTICLE 14 – CUMULATIVE SICK LEAVE**  
(year is defined as September 1 to August 31)

- 14.01 a) A sick leave credit system is hereby established for employees in permanent posted positions. The Superintendent of Support Services or designate will administer the system. (Sick leave shall be pro-rated for other than full time).
- d) The Board shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction therefrom.
- e) At the commencement of permanent employment, or at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month. Accumulated sick leave credits shall not exceed the following caps:
- i) Employees of the NNDSB who have accumulated more than 250 days as of September 1, 2000 shall have their sick leave days capped at that value. However, if through usage of sick leave days the number falls below 250, that employee shall subsequently be capped at 250.
- ii) Employees of the NNDSB who have fewer than 250 days as of September 1, 2000 shall be capped at 250 days.

- f) The Board shall keep a record of the accumulated credits and the deductions therefrom.

Full time employees shall be entitled to sick leave credits at the rate of two (2) days for each month when being paid by the Board. Total accumulation shall be 24 days per year. The employee shall be credited annually with 100% of the unused portion of the sick leave days. Employees who are on Board approved secondment to other employers and union leave shall accumulate sick leave at the rate specified.

- e) By the first regular pay date in November, each full-time employee shall receive a statement indicating the accumulated sick leave credits to August 31 the previous school year.
- h) If an employee submits a resignation effective earlier than the 1<sup>st</sup> day of the working year, deduction shall be made from the employee's sick leave credits for the remaining months of the year at the rate of two (2) days per month.

**Letter of Understanding  
Between**

**The Canadian Union of Public Employees  
and its Local 1165-2**

**And**

**Near North District School Board**

Re: Employee Benefits Language from the Local Collective Agreement

The parties agree that the following employee benefits language was contained in the Local Collective Agreement, but has been replaced by Central Language. This language has been placed in this letter of Understanding for historical reference purposes only.

**ARTICLE 21 – EMPLOYEE BENEFITS**

21.01 The Board shall pay 100% of the cost and shall administer the employee benefits outlined below for all full time employees covered by this Agreement subject to the following:

- a) Effective September 1, 2008, the bargaining unit will determine the benefit coverage subject to the following: the total amount allocated by the Board to cover the cost of extended health care, dental plan and other benefits, shall be set at \$2,700 per full time employee per year. Effective September 1, 2010 the total amount allocated by the Board shall be increased to \$2,850.

Note: Both parties agree that the Union reserves the right to change the benefit carrier on a one (1) time basis.

- b) The LTD plan must provide a waiting period of not more than 120 continuous days of absence. The employee will be required to apply for and if approved to receive LTD benefits on the 121<sup>st</sup> day of disability. There shall be a long-term disability plan selected by and fully paid for by the custodian or maintenance worker. The Board agrees to administer the enrolment, deduction, and remittance of premiums, the provision of available necessary data to the insurer in continuation of assisting custodians/maintenance workers in the administration of claims as has been established through past practice. CUPE Local 1165 is responsible for selecting the carrier and for resolution of any disputes between the custodian/maintenance workers and the carrier regarding the eligibility of the claim. As a condition of employment all custodians and maintenance workers newly hired by the Board shall be enrolled in the LTD plan.

- c) The Board agrees to deduct at source any required premium payment incurred by the employees.
  - d) The Board shall provide, to each full-time member, an employee booklet describing the benefits to all members of the bargaining unit.
  - e) The bargaining unit shall be supplied with a copy of updated master contracts between the Board and the insuring companies.
- 21.02 Subject to the restrictions of the plan, employees receiving Long Term Disability Benefits shall be permitted to pay the full costs of any employee benefits in which they participated at the commencement of the Long-Term Disability.
- 21.04 In the event of an employee's death, the surviving spouse and/or dependents shall be entitled to continue individual and/or family coverage of the benefits set out in 21.01 for a period of one year.
- 21.05 The Employer shall continue to cover 100% of the premium costs for each of the benefits selected by an employee's spouse and/or dependents in accordance with Article 21.01. Coverage extended to the surviving spouse and/or dependents under Article 21.01 will be subject to the terms and conditions of the respective insurance plans.
- 21.06 A full time employee who has been granted an unpaid leave of absence of greater than one month under the terms of the Collective Agreement shall have the right to continue participation in any of the benefit plans, provided the employee pays the total costs.