

COLLECTIVE AGREEMENT

Between

**DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(hereinafter referred to as “The Employer”)**

AND

**THE CANADIAN OFFICE & PROFESSIONAL EMPLOYEES AND ITS
LOCAL 429
(hereinafter referred to as “The Union”)**

for the period

September 1, 2022 to August 31, 2026

CONSISTING OF

PART A – TERMS NEGOTIATED CENTRALLY (C)

AND

PART B – TERMS NEGOTIATED LOCALLY (L)

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OCEW – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)

C1.1 SEPARATE CENTRAL AND LOCAL TERMS

The collective agreement shall consist of Central Terms and Local Terms.

C1.2 Implementation

Central Terms may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent.

C1.3 Parties

The parties to the collective agreement are the school board and the bargaining agent. If applicable, 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.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)

C2.1 Single Collective Agreement

The Central and Local Terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 Term of Agreement

The term of this collective agreement, including Central Terms and Local Terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026, inclusive.

C2.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C2.4 Term of Letters of Understanding

All Central Letters of Understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated herein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C2.5 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.

C2.6 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 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a Central Party:
 - i. Within 90 (ninety) days of the expiry 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.
- c. Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** 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 the Local Terms of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the Employer Bargaining Agency, the Council of Trustees’ Association (CTA) and the Employee Bargaining Agency, the Ontario Council of Educational Workers (OCEW).

The Ontario Council of Educational Workers (OCEW) refers to the designated Employee Bargaining Agency pursuant to subsection 20 (2) of the *Act* for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The OCEW is composed of:

1. COPE Ontario and its Locals 103, 429, 454, 527 and 529.
2. Essex and Kent Counties Skilled Trades Council.
3. Labourers’ International Union of North America, Local 837.
4. Maintenance and Construction Skilled Trades Council.
5. Ontario Public Service Employees Union.
6. Unifor

The Council of Trustees' Associations (CTA) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *Act* for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The CTA is composed of:

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

C3.3 “Employee” shall be defined as per the *Employment Standards Act*.

C3.4 “Casual Employee” 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

C3.5 “Term Assignment” means, in relation to an employee,

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

C3.6 “School Board” (also referred to as “Board” or “Employer”) shall have the same meaning as in the *School Boards Collective Bargaining Act, 2014*.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 The CTA and OCEW agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 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.

C4.5 The committee shall include up to six (6) representatives from OCEW and up to six (6) representatives from the CTA. The parties agree that the Crown may attend meetings.

C4.6 OCEW and CTA representatives will each select one co-chair.

C4.7 Additional representatives may attend as required by each party.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the Central Process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any Central Term of a collective agreement.
- b) The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Ontario Council of Educational Workers (OCEW).
- c) The “Local Parties” shall be defined as the parties to the collective agreement.
- d) “Days” shall mean regular school days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of four (4) representatives from the Council of Trustees’ Association, two (2) representatives of the Crown and six (6) representatives from the OCEW.
- b) The Committee shall meet at the request of one of the Central Parties. The Committee may meet in person, by tele or video conference or in any other manner agreeable to the committee.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the Central Parties.
 - ii. To participate in voluntary mediation
 - iii. To intervene in any matter referred to arbitration.
- e) Only a Central Party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days’ prior notice to the Committee.
- f) 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 central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g) Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A Central Party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c) The Committee shall complete its review within 10 days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee acting by consensus, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other Central Party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the Central Parties.
- f) All timelines are directory and may be extended by mutual consent of the parties.

C5.5 Voluntary mediation:

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator:

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.
- c) The Central Parties may refer multiple grievances to a single arbitrator.
- d) Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.

- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.7 The arbitrator shall have all of the powers provided to arbitrators under the *Labour Relations Act* and under section 43 of the *School Boards Collective Bargaining Act, 2014* and the authority to order a remedy which the arbitrator considers just and reasonable.

C6.00 WORK YEAR

The fulltime work year for all employees employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

C7.00 SPECIALIZED RECRUITMENT AND RETENTION

The following language applies to a particular position that requires a 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.

C8.00 BENEFITS

The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date". For employees who joined the OCEW Benefits Plan, the Participation Date was June 1, 2018. For employees who joined the Unifor Benefits Plan, the Participate Date was November 1, 2018.

C8.1 Eligibility and Coverage

- a) The OECTA ELHT will maintain eligibility for OCEW and Unifor represented employees who are currently eligible for benefits, and any newly eligible employee covered by the local terms of the applicable collective agreement ("OCEW represented employees").
- b) Retirees who were previously represented by OCEW or Unifor, who were, and still are members of a board benefit plan as at the participation date are eligible to receive benefits through the ELHT with funding based on prior arrangements. Retirees will be eligible to transition from Board run benefits plans into segregated plans administered by the OECTA ELHT, subject to a Board's right to opt out, in accordance with Letter of Agreement #14.
- c) No individuals who retire after the Participation Date are eligible for benefits.

d) Notwithstanding b) and c):

- i. applicable Windsor Essex Catholic District School Boards' Unifor employees and retirees will be administered in accordance with the Minutes of Settlement signed by Unifor and the Crown on November 17, 2016;
- ii. applicable Greater Essex County District School Boards' Skilled Trades employees and retirees will be administered in accordance with the Minutes of Settlement signed by the school board, the members of the Skilled Trades Council, and the Crown on February 7, 2019; and
- iii. Nothing in this agreement shall be construed as altering the fundamental obligations assumed by any party to the Minutes of Settlement referenced in i. or ii above.

C8.2 Funding

Funding related to the ELHT Benefit Plan(s) will be based on the following:

- a) Funding to the current OCEW rate (\$5,655.44 per FTE) and Unifor rate (\$5,696.68) are as follows:

Date	Percent increase	OCEW Rate	Unifor Rate
September 1, 2022	1%	\$5712.00	\$5753.65
September 1, 2023	1%	\$5769.12	\$5811.19
September 1, 2024	1%	\$5826.82	\$5869.30
September 1, 2025	1%	\$5885.08	\$5927.99
August 31, 2026	4%	\$6120.48	\$6165.11

C8.3 Cost Sharing

- a) 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 ELHT, 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.).
- b) Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C8.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H - staffing schedule by Employee/Bargaining group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the board to the OECTA ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OECTA ELHT in a lump sum on a board by board basis.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OECTA ELHT, the dispute shall be resolved between the board and the local union represented by OCEW. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.
- e) For the purposes of section 7.3(b) of the OECTA ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OCEW will reimburse the school board for benefits contributions made by a school board to the OECTA ELHT during a period of strike or lockout resulting in OCEW education workers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OCEW education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for OCEW education workers at the school board.

C8.5 Pay 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) For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.
- c) New hires after the Participation Date who are eligible for benefits through the OECTA ELHT are not eligible for pay in lieu of benefits.

C8.6 Privacy

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)*.

C8.7 Benefits Committee

A benefits committee comprised of the employee representatives and the employer representative, including the Crown, will convene upon request to address all matters that may arise in the delivery of the OCEW benefits plan.

C9.00 STATUTORY LEAVES OF ABSENCE/SEB

C9.1 Family Medical Leave or Critical Illness Leave

- i. 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.
- ii. The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- iii. 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.
- iv. Seniority and experience continue to accrue during such leave(s).
- v. 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.
- vi. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with C9.2, 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.

C9.2 Supplemental Employment Benefits (SEB)

- i. 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.
- ii. Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- iii. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- iv. 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.

C10.00 SICK LEAVE

C10.1 Sick Leave/Short Term Leave and Disability Plan – Employees (excluding casual and term employees)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental emergencies. Appointments shall be scheduled outside of working hours, where possible.

b) Sick Leave Days

Subject to paragraphs C10.1 d) i-v below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C10.1 d) i-v below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C10.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C10.1 d) i-v below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C10.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. For the purpose of iii) 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.
- v. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided. Once provided, the new allocation will be reconciled as necessary, consistent with (a) (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.
- vi. Where any employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use an unused sick/short term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.
- vii. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a 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.

f) Short-Term Leave and Disability Plan Top-up

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. 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 in the current year. These days can be used to top-up salary under the STLDP.
- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

g) Sick Leave and STLDP Eligibility and Allocation for Employees in a Long-Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to an employee in a term assignment:

- i. Employees working less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
- ii. Where the length of the term 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/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

h) Administration

- i. The Board may require and the employee shall provide medical confirmation of illness or injury to substantiate access to sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such

information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. A board decision to deny access to benefits under sick leave or STLDLP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
- v. The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

i) Proof of Illness

- 1. 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 required to be provided by the Employee for absences of five (5) consecutive working days or longer.
- 2. 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 Benefit 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.
- 3. 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.

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:

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.

If the 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.

C11.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an Employee is required through direction by the Board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work, 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.

APPENDIX A – RETIREMENT GRATUITIES

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- a) 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.
- b) 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,
 - i. 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
 - ii. the Employee's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
- d) 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 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.
- e) For the purposes of the following Boards, 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:
 - a. Hamilton-Wentworth District School Board
 - b. Hamilton-Wentworth Catholic District School Board

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: ☐ Yes ☐ No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee Name: <i>(Please print)</i>	Employee Signature:
Job Title: Employee ID:	Telephone No:
Employee Address:	Work Location:

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

1. Health Care Professional: The following information should be completed by the Health Care Professional					
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____				
Date of Assessment: dd mm yyyy					
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.					
PHYSICAL (if applicable)					
Walking: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (<i>please specify</i>):	Standing: ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (<i>please specify</i>):	Sitting: ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (<i>please specify</i>):	Lifting from floor to waist: ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):		
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):	Stair Climbing: ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (<i>please specify</i>):	☐ Use of Hand(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Left Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>): </td> <td style="width: 50%; vertical-align: top;"> Right Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>): </td> </tr> </table>		Left Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>):	Right Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>):
Left Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>):	Right Hand ☐ Gripping ☐ Pinching ☐ Other (<i>please specify</i>):				

☐ Bending/twisting repetitive movement of <i>(please specify):</i>	☐ Work at or above shoulder activity:	☐ Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	☐ Yes ☐ No ☐ Yes ☐ No
2B: COGNITIVE (<i>please complete all that is applicable</i>)				

Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Following Directions: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Decision- Making/Supervision: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Multi-Tasking: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Memory: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Social Interaction: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Communication: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:

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

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

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: ☐ Fewer than 6 ☐ 6 - 10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days ☐ Permanently	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

Is patient on an active treatment plan?: ☐ Yes ☐ No

Has a referral to another Health Care Professional been made?
☐ Yes (optional - please specify): _____ ☐ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ No

Please check one: ☐ Patient is capable of returning to work with no restrictions.
☐ Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3
☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Should the absence continue, updated medical information may be requested after the date of the follow up appointment indicated in section 4.

4: Recommended date of next appointment to review Abilities and/or Restrictions: **dd** **mm** **yyyy**

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Job Security

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.
 - c) Once the FTE number has been established in accordance with this paragraph 3, the local parties shall jointly report the number to the Central Labour Relations Committee.

4. 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).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a) Educational Assistants/CYWs
 - b) ECEs/ DECEs
 - c) Office/Clerical
 - d) Custodians/Cleaners
 - e) Maintenance/ Construction Trades
 - f) Instructors
 - g) Professionals (including Speech Pathologists)
 - h) Information Technology Staff
 - i) Library Technicians
 - j) Central Administration
 - k) Media Specialists
6. Any and all existing local collective agreement job security provisions remain.
7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
8. This Letter of Understanding expires on August 30, 2026.

LETTER OF AGREEMENT #2

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

AND

The Crown

RE: Professional Activity Day

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

There will be no loss of pay for OCEW 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.

Casual employees who are directed to attend training on PA Days will be compensated in accordance with current local collective agreement provisions.

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

- a. Responsibility for payment for medical documents.
- b. Sick leave deduction for absences of partial days.

The parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

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 Schools 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 OCEW members, nor diminish their hours of work.

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Status Quo Central Items

The parties agree that the following central issues have been addressed at the Central Table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Long-Term Disability
2. Hours of Work, excluding scheduling
3. Work Week, excluding scheduling
4. Work Year, excluding scheduling (other than those contained herein)
5. Preparation and planning for all staff whose core duties are directly related to student/learner instruction
6. Staffing levels
7. Paid Vacation and Holidays including Statutory Holiday
8. Weekly Indemnity
9. Paid Education Leave
10. WSIB Top up
11. Technical Training Fund
12. Long Service Pay
13. OMERS
14. Allowances/Premiums
15. Supply Custodian Language
16. Women's Advocacy Training
17. Licencing
18. Compassionate Leave
19. Personal Days
20. Deferred Salary Leave Plan
21. Job Security
22. Employee Assistance Plan
23. Sick Leave to establish E.I. Maternity Benefits

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Ministry Initiatives

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.

OCEW will be an active participant in the consultation process at the Ministry Initiatives Committee.

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo until August 31, 2026.

LETTER OF AGREEMENT #8

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Professional Development

The parties acknowledge the important skills and expertise that Educational Workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement. Where the Ministry provides funds to local School Boards specifically to provide professional development to Employees covered by this collective agreement, local School Boards shall consult with local Union representatives prior to finalizing and delivering the funded professional development.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Provincial Working Group - Health and Safety

The parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

OCEW has advised that it will raise issues regarding the online reporting tool for violent incidents at the Provincial Working Group – Health and Safety.

The purpose of the working group is to consider areas related to health and safety in order of 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 AGREEMENT #10

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

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. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Pregnancy Leave Benefits

Definitions

- a) The use of "they/them" pronouns in this LOA is not intended to change any entitlements and only reflects an intention for gender neutrality.
- b) "casual employee" 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
- c) "term assignment" means, in relation to an employee,
 - i. a term assignment within the meaning of the local collective agreement, or
 - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

Common Central Provisions

- a) Permanent employees and employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An Employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and their regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) The Employee must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- d) Permanent employees and employees in term assignments 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.
- e) 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.
- f) Permanent employees and employees in term assignments 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.
- g) Employees in term assignments 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, whichever is less.
- h) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- k) Casual employees have no entitlement to the benefits outlined in this article.

Local Bargaining Units will identify which of the SEB Plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). the full article should then reside in Part B of the collective agreement:

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An Employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of their child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional 11 weeks at 90%.

2. Statutory/Public Holidays

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

3. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave in the 2019-2022 collective agreement. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2019-22 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the Employee received WSIB top-up prior to September 1, 2012.

For Boards who did not have WSIB top-up prior to the MOU, status quo to be determined. Provisions related to this article remain status quo in accordance with terms and conditions with collective agreements from August 31st, 2014.

4. 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 further clarity, any leave of absence in the 2008-2012 local collective agreement and including modifications made during local bargaining if any, 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 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 or modifications made during local bargaining if any that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2019-22 collective agreement.

Provisions with regard to short term paid leaves 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.

5. 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 A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

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. An Employee is 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: *“[insert current Retirement Gratuity language from local collective agreement]*

6. 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.

7. Benefits

Subject to provisions in this agreement, the Parties agree that since all active eligible employees have now transitioned to the Ontario English Catholic Teachers Association (OECTA) ELHT that all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

LETTER OF AGREEMENT #11

BETWEEN
The Ontario Council of Educational Workers
(Hereinafter 'OCEW')
AND
The Council of Trustees Associations
(Hereinafter The 'CTA')
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 #12

BETWEEN
The Ontario Council of Educational Workers
(Hereinafter 'OCEW')
AND
The Council of Trustees Associations
(Hereinafter The 'CTA')
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 OCEW 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.

LETTER OF AGREEMENT #13

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

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 C.3.3.
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 AGREEMENT #14

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

AND

The Crown

RE: Domestic and Sexual Violence Leave

The parties acknowledge the availability of leaves of absence for eligible OCEW members under Part XIV of the *Employment Standards Act, 2000*.

In particular, the parties acknowledge the availability of Domestic and Sexual Violence leave for OCEW members, subject to the eligibility requirements under the *Employment Standards Act, 2000*, as amended from time to time.

Local parties may discuss how they can support employees who are affected by domestic and/or sexual violence.

LETTER OF AGREEMENT #15

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

AND

The Crown

RE: Workplace Violence

The parties acknowledge that the *Occupational Health and Safety Act* requires that school boards and supervisors provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury.

Within sixty (60) days following the date of ratification of the central terms, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

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ARTICLE 1 - DEFINITIONS

1.01

- (i) A permanent employee is defined as an employee who has completed the probationary period and is employed by the Board on a full-time or part-time basis.
- (ii) "Full-Time Employee" shall mean an employee who regularly works 35 hours per week.
- (iii) "Part-Time Employee" shall mean an employee who works less than 35 hours per week.
- (iv) "School Year" shall mean the Board's school year calendar as approved by the Ministry.
- (v) A "temporary employee" is defined as an employee who is appointed for a specific period of time as a result of a job posting. Temporary employees shall receive the start rate of the job classification.
- (vi) A "casual employee" is defined as an employee who performs bargaining unit work on a day-to-day basis to replace employees on occasional absence.
- (vii) ENTITY is defined as:
 - 1. Cochrane, Iroquois Falls and Matheson
 - 2. Englehart, Kerns, Elk Lake, New Liskeard and Temagami
 - 3. Timmins
 - 4. Hearst
 - 5. Kapuskasing and Smooth Rock Falls
 - 6. Kirkland Lake

1.02 Where appropriate the use of the singular shall include the plural.

ARTICLE 2 - PURPOSE

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

ARTICLE 3 - RECOGNITION

3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all Office, Clerical and Technical employees employed by the Board, save and except for non-union employees.

- 3.02 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 3.03 Persons who are not in the bargaining unit, whether paid or unpaid, shall not perform bargaining unit work where their use would result in the lay off or reduction in the number of hours regularly scheduled of one (1) or more bargaining unit employees, or result in a reduction of the staff complement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the function of the Board to manage the affairs of the operation and to direct the working forces of the Board subject to the terms of this Agreement. The Board shall not exercise its rights to direct the working forces in a discriminatory manner.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Board, the union and their respective servants and agents agree that all parties will abide and adhere to all regulations as outlined under the Ontario Human Rights Code, Health and Safety Act and Labour Relations Act.
- 5.02 Rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Board shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified only by mutual agreement between the Board and the Union. It is understood that all members of the bargaining unit will be subject to the terms and conditions of this Collective Agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes and the Board agrees that there will be no lockouts.
- 6.02 In the event any other employees of the Board engage in a strike or refusal to work and place or maintain pickets at the Board's premises and an employee feels it is unsafe to cross the picket line, then any refusal to work or failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement.

ARTICLE 7 - UNION SECURITY

- 7.01 For the purpose of collective bargaining, employees covered by this Agreement shall, on their date of hire make application for membership in the Union and shall make regular dues payment commencing date of hire, including initiation fees and payment

of any other Union authorized deduction via the payroll deduction method, and shall maintain such membership in good standing.

Newly hired employees shall be advised by the Board that the Collective Agreement is available on the Board's website. The Union shall, for the purpose of determining membership, be the sole judge of the good standing of its members. The Union shall be given thirty (30) minutes in order to briefly outline the contents of the Collective Agreement to new employees.

- 7.02 The Board agrees to deduct from every employee covered by this Agreement, any monthly dues and assessments levied in accordance with Union Constitution and owing by such employee to the Union.
- 7.03 Equal deductions shall be made from each pay and all sums deducted, together with a record of those from whom deductions have been made, shall be forwarded to the Treasurer of the Union as soon as possible but not later than the 30th day of the month following.
- 7.04 COPE shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by COPE.

ARTICLE 8 - CORRESPONDENCE

- 8.01 **Correspondence**
All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resources or designate and the President of the Union or designate. The Union President shall be notified of all postings, appointments, hirings, layoffs, re-hirings, and resignations of employment.
- 8.02 **Bulletin Boards**
The Board shall provide bulletin board space in each work location upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 9 - UNION COMMITTEES

- 9.01 The Board acknowledges that from time to time, Stewards may be required to perform duties related to the discipline and dismissal of employees. Stewards will not leave their regular duties for this purpose without first obtaining permission from their supervisor.
- 9.02 In the event that the Board agrees to conduct business with the Union during working hours or if a meeting is convened by a third party (i.e. conciliator, mediator, arbitrator, labour relations officer, pay equity officer) during working hours, there will be no loss of pay or seniority for committee members.

- 9.03 The Board will allow the use of a room in one of its buildings, without charge, to the Union for the purpose of holding its meetings.
- 9.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Office and Professional Employees' Union.

ARTICLE 10 - GRIEVANCE PROCEDURES

- 10.01 A grievance is defined as a dispute between the Board and one or more of its employees with reference to the interpretation or application of the terms of this Agreement. An employee having a complaint under this Agreement shall discuss the matter with the immediate supervisor within seven (7) working days of the discovery of the circumstances giving rise to the complaint.
- 10.02 **Step One**
Failing satisfactory settlement as set out above, the Union may, in writing, bring forth the matter within seven (7) working days to the Superintendent of Education with the Human Resources portfolio. The Superintendent of Education with the Human Resources portfolio shall provide a written answer to the Union within seven (7) working days after said meeting.
- 10.03 **Step Two**
Failing satisfactory settlement of the answer given in Step One (1), the Union shall within seven (7) working days of receipt of the Step One (1) answer, submit a grievance, in writing, to the Director of Education or designate. The grievance shall be specific as to the person(s) involved, date grievance occurred, all clauses alleged to have been violated and remedy requested. The Director of Education or designate shall answer the grievance in writing within five (5) working days.
- 10.04 **Step Three**
Failing satisfactory settlement at Step Two (2), the matter may be referred to arbitration for settlement as defined in Article 11.01.

Time limits specified above may be extended by mutual written consent of the parties to this Agreement.

The Board shall supply the facilities for the grievance meetings at a location mutually agreed upon between the parties.
- 10.05 (a) **Policy Grievance**
A Grievance arising directly between the Board and the Union concerning the interpretation, application, administration or alleged violation of the Agreement must be originated by the Union or Board at Step One (1) within fifteen (15) working days following the discovery of the circumstances giving rise to the Grievance. However, it is expressly understood that the provisions of this Article may not be used by the Union to institute a Grievance or complaint directly affecting an employee which could have been instituted by the employee.

(b) Group Grievance

Where an issue relating to the interpretation, application, administration or alleged violation of the Collective Agreement directly affects more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by each of the employees claiming to be affected. A group grievance shall be filed at Step One (1) of the grievance procedure within seven (7) working days of the discovery of the circumstances giving rise to the grievance.

ARTICLE 11 - ARBITRATION

- 11.01 If the grievance is not deemed settled on the basis of the answer given in Step Two (2), the Union or the Board may, within ten (10) working days of the receipt of the answer given in Step Two (2), notify the other party, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the nominee to an arbitration board. The other party shall, within seven (7) working days reply advising of the name and address of their nominee. The two nominees shall within seven (7) working days or such longer time as they may agree upon, appoint an arbitrator who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two (2) nominees fail to agree upon a chair within the time limit, either party may request the appointment of a chair by the Ministry of Labour.
- 11.02 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.
- 11.03 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the arbitrator governs.
- 11.04 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this Agreement.
- 11.05 Each Party shall bear the cost of its nominee to the arbitration board and any costs of the arbitrator shall be borne equally by the Parties.
- 11.06 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties. It is further agreed that arbitration hearings shall be held in a place mutually agreed by the parties hereto.
- 11.07 One or more steps in the grievance procedure or arbitration procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.
- 11.08 It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than an Arbitration Board. In the event the Parties are unable to agree upon a single arbitrator, having previously mutually agreed to proceed to a single arbitrator, the Parties may request the Minister of Labour to make the appointment.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.01 The Board shall not discipline or discharge employees without just cause.
- 12.02 If a permanent employee believes discipline or discharge was without just cause, the grievance shall be taken up under the Grievance Procedure starting at Step Two (2). The employee's grievance shall be presented in writing within seven (7) working days of the date of discharge or discipline.

ARTICLE 13 - SENIORITY

- 13.01 Seniority shall be defined as the length of continuous service in a bargaining unit position with the Board from initial start date, except for employees recalled from layoff within twenty-four (24) months, in which case the recalled employee's seniority earned both prior to and for any time worked in a bargaining unit position during layoff shall be included.
- 13.02 There shall be two (2) seniority lists as follows:
 - i) Permanent Employees
 - ii) Temporary/Casual Employees
- 13.03 All new Permanent employees shall serve a probationary period of 420 hours. For new employees working less than half time (1/2), the probationary period will not exceed six (6) months. Accordingly, the dismissal of a probationary employee shall not be made the subject of a grievance. The probationary employee, however, shall be entitled to all other rights and privileges under this Agreement.
- 13.04 All temporary/casual employees hired after January 1, 1998 shall receive seniority for all hours worked within the bargaining unit.
- 13.05 A seniority list shall be established for employees covered by this Agreement showing each employee's name, location, seniority ranking, date of hire, years of service and type of position. Such seniority lists shall be updated annually in October of each year with seniority calculated as of August 31st. An electronic copy will be emailed to the Local President of the Union as well as the permanent membership no later than October 15th of each year. The seniority list will be reviewed by members for ten (10) working days and if there are no revisions the list will be deemed to be correct.
- 13.06 If an employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Board, the employee shall not lose seniority rights. An employee shall lose all seniority and shall lose status as a regular employee for only the following reasons:
 - a) Voluntary resignation
 - b) Discharge for just cause
 - c) If an employee who is recalled from layoff fails to advise the Board within ten (10) working days of notice being sent by registered mail to the last address on record

with the Board that the employee intends to return to work, or fails within that period of time to provide the Board with a reason acceptable to the Board for not returning, or fails to return to work within a period of ten (10) working days of being sent such notice by the Board.

- d) Layoff for a continuous period of more than twenty-four (24) months. It is understood and agreed that during a layoff the onus rests with the employee if the employee desires to be recalled when an opening occurs. Recall notices are sent through Board email. Failure of the Board to recall an employee on a layoff shall not be construed as a breach of this Agreement if the employee has failed to check their email regularly.
- e) If promoted out of the bargaining unit for a period of more than ninety (90) days, except when promoted for a definite temporary period.
- f) If an employee utilizes a leave of absence for purposes other than those for which it was granted, or overstays a leave of absence and does not secure, in advance, an extension of such leave, or is absent from work without approval or notice for five (5) consecutive working days, unless a reason which is satisfactory in the opinion of the Board is given.

13.07 Seniority and minimum qualifications to perform the required task shall be the determining factors in all cases of transfer, promotions, demotions, increase or decrease of the working force. When qualifications are equal amongst employees, seniority shall prevail.

ARTICLE 14 - TEMPORARY / CASUAL EMPLOYEES

- 14.01 A “temporary employee” is defined as an employee who is appointed for a specific period of time as a result of a temporary job posting. Temporary employees shall receive the start rate of the job classification for which they are appointed and will move up the salary grid in accordance with Article 36.02 Wage Progression until the end of the temporary contract period.
- 14.02 A “casual employee” is defined as an employee who performs bargaining unit work on a day-to-day basis to replace permanent or temporary employees on occasional absence.
- 14.03 Temporary/casual employees shall not be employed by the Board if such employment will diminish the employment opportunities of the current, permanent employees.
- 14.04 Temporary/casual employees shall not have recourse to the grievance procedure for dismissal or discipline.
- 14.05 Temporary/casual employees shall not be obliged to make an application for membership in the Union, but shall, as a condition of continuing employment, pay monthly dues as stipulated in Article 7.02.

- 14.06 The Board shall designate temporary/casual employees when hired, indicating the approximate time required to complete the specific assignment involved.
- 14.07 An employee hired for a temporary period which has exceeded 420 hours in the same position shall not be required to serve a probationary period should the same temporary assignment become permanent, and they are the successful applicant to the position. Seniority shall be effective from the date of temporary appointment, following a successful performance appraisal.
- 14.08 It is understood that retired DSB1 COPE employees who are on the casual COPE list will be paid at step 1 of the category/classification of the last position held as a permanent COPE employee of DSB1 for casual placement.

ARTICLE 15 - TEMPORARY EMPLOYMENT OPPORTUNITIES FOR PERMANENT EMPLOYEES

- 15.01 Temporary employment opportunities of more than three (3) months duration shall be posted and filled as per Article 18 Job Posting. Upon termination of such temporary employment opportunity, the employee shall return to the employee's own job. The temporary opening created by an employee accepting the temporary posting need not be posted.
- Permanent employees may only apply and be awarded posted temporary vacancies if the vacancy is a higher FTE or higher rate of pay than their current position.
- 15.02 When a permanent employee relieves another in a higher classification for a period of one half (.5) day or more, the employee shall receive the rate of pay applicable to the higher classification while so relieving.
- 15.03 It is understood that temporary vacancies due to annual vacations and holidays should be filled by employees from within each work location/department if possible.
- 15.04 When an employee relieves another in a higher classification including positions out of the bargaining unit for a period of one (1) day or more, the employee shall receive the rate of pay applicable to the higher classification while so relieving.

ARTICLE 16 - REDUNDANCY AND BUMPING RIGHTS

- 16.01 An employee who is laid off or who has had their hours of work reduced shall be considered to be redundant and all bumping rights and procedures as outlined below will apply. The employee will however only be able to bump a position of similar or less hours per week.
- 16.02 Twenty (20) calendar days prior to any redundancy being implemented, the Board shall meet with the Union to explain the reason for the proposed redundancy and discuss alternatives.

- 16.03 Prior to a redundancy being declared, the Board shall give the affected employee five (5) working days written notice.
- 16.04 An employee in a position that has been declared redundant may choose to replace any employee in the same or lower classification with less seniority providing the employee has the qualifications to perform the job. Employees who are displaced from their jobs as a result of such bumping procedures may themselves choose to replace any employee, to a maximum of three (3) bumps, having less seniority in the same or lower classification providing the employee has the qualifications to perform the job. The person displaced after three (3) bumps shall replace the least senior employee within the entity or elect to be placed on the recall list. There shall be a maximum of four (4) bumps if a position is declared redundant.
- 16.05 An employee who is notified of a redundancy shall respond in writing to the Board within five (5) working days of receipt of the notice, indicating if the employee intends to accept the redundancy or initiate the bumping procedure and indicate the position the employee chooses to fill. Failure to respond within the five (5) working days will be deemed to indicate acceptance of the layoff, and the employee will be placed on recall.
- 16.06 Employees who are affected by layoff shall be afforded a twenty (20) working days familiarization period if the member bumps in a different job type. After the familiarization period has ended, the employee must choose to continue in the position, bump the least senior employee in a lesser job category/classification, or go on the recall list. This familiarization period is for the first bump only. This clause does not apply to movement within the same job type.
- 16.07 An employee so affected who transfers to a job in the same classification shall receive the employee's present rate of pay. An employee so affected who transfers to a higher classification shall receive the same experience level rate in the higher classification and thereafter shall continue to progress in the new classification. An employee so affected who transfers to a lower classification shall have their salary and allowance red-circled until such time as the salary grid in the lower classification exceeds the red-circled rate and thereafter shall continue to progress in this new classification.

ARTICLE 17 - LAYOFF AND RECALL

- 17.01 A layoff shall be defined as loss of employment due to the reduction in hours of work or elimination of a position that is not the result of resignation, retirement or discharge.
- 17.02 In the event of layoff employees shall be laid off in the following order:
- (i) casual and temporary employees;
 - (ii) probationary employees beginning with the most recently hired;
 - (iii) permanent employees in order of seniority beginning with the most junior employee.

- 17.03 Twenty (20) calendar days prior to any layoff procedure being implemented, the Board shall confer with the Union to explain the reason for the proposed layoff and discuss alternatives.
- 17.04 Prior to a layoff the Board shall give the affected employee ten (10) working days written notice.
- 17.05
- (a) Permanent employees who are laid off will be placed on a recall list for twenty-four (24) months. The Board will not hire a new employee for a vacancy where there is an employee on lay off with recall rights and with the necessary qualifications to perform the work required when notified as per Article 17.05b). The Board will maintain the recall list showing all laid off employees by seniority and date of layoff. A copy of the initial list, when established, shall be sent to the Union and to all laid off employees.
 - (b) Laid off employees with recall rights shall be notified by sending an email (to employee's Board email address) if a vacancy occurs which has not been filled by the present employees of the Board before the position is offered to persons outside of the bargaining unit. Where no laid off employee with recall rights makes application for the position, by responding to the email within five (5) working days from the date the email was sent, or where any laid off employee who does apply lacks the minimum qualifications required by the Board, the Board may fill the position in the most convenient manner.
- 17.06 If more than one employee on the recall list has the qualifications to do the job then seniority shall govern the recall.
- 17.07
- (a) An employee who has been laid off shall receive seniority credit and years of service credit for the purposes of vacation entitlement and grid step placement for all time worked during the period of the layoff.
 - (b) An employee recalled and reinstated to a position shall receive the rate of pay in effect for that position at the time of reinstatement. Employees shall be credited with seniority, sick leave, vacation entitlement, and grid step placement as at the time of layoff. Employees shall also receive credit for any accumulation referred to in 17.07 (a).
- 17.08 Employees should refer to Article C 8.00 – Benefits, in Part A – TERMS NEGOTIATED CENTRALLY.
- 17.09 Employees who are laid off for the summer months shall return to the same positions they held at the end of the preceding school year except as provided for in Article 16.
- 17.10 **Co-op Students**
No member of the Union shall be laid off or suffer a reduction or a change in normally scheduled hours of work as a result of the use of a co-op student.

ARTICLE 18 - JOB POSTING PROCEDURE

- 18.01 Where the Board determines there is a vacancy for a newly created position or a temporary employment opportunity as per Article 15, the position shall be posted on all bulletin boards and the Board's website for a minimum of five (5) working days and may be advertised externally simultaneously.
- The posting shall indicate the number of employees required, the location of, title, a brief description and salary range of the position. Employees must apply online through the Board's website within the posting period. The Board agrees to reply to all internal applicants. The successful applicant will be awarded the job as soon as possible.
- 18.02 The parties agree that bargaining unit employees have the right to apply for a posted position regardless of the employee's work location.
- 18.03 Promotion is hereby defined as a move from a lower classification to a higher classification, and a transfer is hereby defined as a move from one position to another within the same or lower classification. The Board shall fill all job vacancies from within the bargaining unit before hiring from outside, providing bargaining unit employees have made application in writing and have the necessary qualifications to fill the vacant job.
- 18.04 Promotions and transfers shall be made on the basis of qualifications and seniority. In the event two (2) or more employees have the same qualifications, the employee with the greatest seniority shall be selected.
- 18.05 When an employee is promoted to a higher classification, the employee shall transfer to the same experience level and receive the full classification increase upon commencement of duties. Where an employee is the successful applicant to a lower classification, the employee shall transfer to the same experience level and accept the full classification decrease of the lower classification upon commencement of duties.
- 18.06 In the event that no applicant has the qualifications for a posted job, the Board may select one of the applicants to train for the job, giving due regard to seniority; and provided that such training shall not exceed sixty (60) working days.

ARTICLE 19 - TECHNOLOGICAL CHANGE

- 19.01 In the event of proposed technological changes or in the event of changes resulting from work reorganization which affect the employees in the bargaining unit, the Board agrees to discuss such changes with the Union.
- 19.02 Any new positions created by technological change or work reorganization shall be posted as per Article 18. The Board agrees to bear any expense involved with the retraining program for up to sixty (60) working days.
- 19.03 If new or changed skills are required of employees as a result of the introduction of technological change or work reorganization, the Board shall give to the employees covered by this agreement training in the new methods or devices or changed tasks up to sixty (60) working days without loss of wages or benefits.

ARTICLE 20 - CONTRACTING OUT

20.01

- i) The Union agrees that the Board may need to engage, from time to time, outside contractors for the purpose of completing special projects related to the introduction and implementation of new technology in the Board.
- ii) The Board agrees not to employ contractors to perform any work which is within the scope of the bargaining unit and which would constitute a permanent position.

20.02

No job, consisting of work normally performed by members of the bargaining unit, which has been assigned to a member or members of the bargaining unit, shall be subsequently contracted out where:

- i) the contracting out of such work would result in the layoff or reduction in the number of regularly scheduled hours of one (1) or more bargaining unit employees; or
- ii) there are bargaining unit employees on layoff with recall rights, who have the necessary skill and ability to perform the work required.

This clause shall not apply in cases of training or emergency.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

The Union agrees to the Board's changes to the Union's proposal of deleting the reference to vacations and sick leave accrual during pregnancy and parental leave but wishes to advise the Board that it is the Union's belief that employees are entitled to these benefits under the *Employment Standards Act*.

As provisions for both Pregnancy Leave and SEB Plans are covered under the Central Agreement, refer to Article C9.00 in Part A of this collective agreement.

ARTICLE 22 - LEAVES OF ABSENCE

All leaves of absences shall be without loss of pay or seniority unless otherwise noted.

22.01

Bereavement Leave

- a) Employees shall be granted up to five (5) working days for absence occasioned by the death of a relative. Relative to include: parent, step-parent, common law partner, spouse, brother, sister, step-sibling, child, stepchild, foster child, grandchild, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, and
- b) three (3) days for aunt, uncle, niece, nephew.

The Board may grant a maximum of two (2) additional days traveling time.

If circumstances or distance prevent the employee from attending the funeral, bereavement leave of one (1) day will be granted to the employee within the work week in which the funeral took place.

22.02 Compassionate Leave

Employees shall be granted up to five (5) days to attend in the case of serious illness requiring hospitalized/medical attention for any of the following relatives, parent, step parent, common-law partner, spouse, brother, sister, child, step child, foster child . The Board may require satisfactory proof from the Doctor that the illness of the family member is serious and should there be a fee, the Board will fully reimburse for the medical note.

22.03 Other Leave

22.03.1 Request for leave with or without pay for any reason not stated above or for a longer duration than stated above shall be made in writing by the employee concerned, and may be granted at the sole discretion of the Superintendent of Education with the Human Resources portfolio or designate. When the employee returns from a leave of absence, the employee shall be assigned to the employee's former position if it still exists. If the position has become redundant, relocated or the home base was changed, the employee shall have the right to bump.

22.03.2 Indigenous employees are able to utilize existing short-term paid leave as per Central Agreement Letter of Agreement #11.

22.04 Union Leave

- a) Upon providing three (3) working days notice, a leave of absence shall be granted upon written request to the Board to employees selected or appointed to represent the Union at union conventions, education seminars or other bona fide union business. Such leave shall not exceed a total of twenty-four (24) days in an agreement year. Such leave shall not be granted to more than one employee from any one school or department at any one time. The Union agrees to pay one hundred percent (100%) of replacement costs.
- b) Upon written request, the Board may grant a leave of absence for a period of up to two (2) years to an employee who has been appointed to a full-time Union position. The leave shall be limited to one employee at any one time and shall be without loss of salary, seniority or fringe benefits providing the Union reimburses the Board for the full cost of the leave. Upon return from the leave of absence, the employee shall be assigned to the employee's former position or the equivalent.
- c) Upon written request, the Board may release the President of the Union for one (1) day per month for the school year, to perform Union duties. The one (1) day per month must be mutually agreed upon and must be consistent for the school year. The Union will reimburse the Board for the full cost of wages, pension and benefits paid to an employee on such leave.

22.05 Jury Duty and Witness Duty

An employee shall be allowed leave of absence without loss of pay, benefits, or seniority if absent for the purpose of Jury service, or subpoenaed as a witness in any court proceedings to which the employee is not a party, nor charged with an offence, providing the employee pays to the Board any fee, exclusive of traveling allowances and living expenses, received as a juror or as a witness.

22.06 Leave of Absence for Public Office

An employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year during the term of office.

22.07 Leave to Write Examinations

An employee may be granted a leave to write examinations leading to the advancement of the employee's academic or professional qualifications at the discretion of the Superintendent Education with the Human Resources portfolio.

ARTICLE 23 - VACATION

23.01 All permanent employees shall receive an annual vacation with pay in accordance with the following schedule:

After 1-year service	2 weeks
After 3 years' service	3 weeks
After 7 years' service	4 weeks
After 15 years' service	5 weeks
After 25 years' service	6 weeks

23.02 On rare occasions an employee may request postponement of vacation or it may be necessary to reschedule vacation leave at the request of the employer. The parties agree that requests for vacation leave shall not be unreasonably withheld or rescheduled. However, under no circumstance will vacation accumulation be extended beyond a second year. Notwithstanding the foregoing, an employee may carry forward five (5) vacation days providing the vacation is used on or before August 31st of the following vacation year.

23.03 An employee who works less than twelve (12) months a year shall receive vacation pay in accordance with credited service in lieu of annual vacation. The pay shall be two percent (2%) for each week of vacation the employee qualifies for and shall be paid on each pay day based on the gross salary earned for that pay period. Such employees may request leave without pay as vacation leave during the school year in accordance with their entitlement outlined in 23.01. Request for this leave shall not be unreasonably withheld. It is understood that such employees will not be paid if they do not work Christmas and March Break.

23.04 Holidays during Vacation

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

- 23.05 Twelve (12) month employees will be entitled to take their vacation other than July and August when circumstances require it. Approval of this vacation time is left solely to the discretion of the Manager/Co-ordinator involved. Request shall not be unreasonably withheld. In as much as possible, vacation shall be scheduled during the Christmas and March Break.
- 23.06 Should an employee become disabled due to illness or accident, or bereaved while on vacation, such period shall not be considered vacation but shall be considered sick leave or bereavement leave and paid accordingly. Employees must produce a doctor's certificate to establish the period of illness or disability while on vacation.
- 23.07 An employee with less than one (1) year of service as of June 30th shall have vacation entitlement pro-rated based on the allocation in Article 23.
(i.e. months of service/divided by 12 months x allocation)
- 23.08 Employees receiving Long Term Disability Insurance or Workplace Safety Insurance Board benefits for periods in excess of six (6) months shall not accumulate vacation leave for the period of their absence.

ARTICLE 24 - PAID HOLIDAYS

24.01

- a) All twelve (12) month permanent employees shall receive one (1) day's pay for not working on the following holidays:

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

And any other day proclaimed as a holiday by the Provincial or Federal Government.

- b) All ten (10) month permanent employees shall receive one (1) day's pay for not working on the following holidays:

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

And any other day proclaimed as a holiday by the Provincial or Federal Government.

- c) In order to qualify for payment of the holidays identified in 24.01(a) and 24.01 (b), an employee must work their regular shift immediately prior to and immediately following the holiday, except in cases of verified illness or approved paid leave.
- d) All permanent employees shall receive up to six (6) floaters to be earned at the rate of one (1) for every two (2) months for which an employee was actively at work or on paid sick leave. The employee may request access to a maximum of two (2) unearned floaters. The approval of these requests will be at the sole discretion of the appropriate superintendent. Floaters must be used by the end of the current school year for 10-month staff and August 31st for 12-month staff.
- e) Commencing September 30, 2022, and annually thereafter, the Board will grant one (1) floating holiday to persons employed on September 30 of the school year in lieu of the National Day for Truth and Reconciliation. Such floating holiday shall be taken during the balance of the school year on a day requested by the employee and subject to the approval of the appropriate superintendent, which approval shall not be unreasonably withheld. Should the Province of Ontario amend the Employment Standards Act, 2000 (the “ESA”) to include the National Day for Truth and Reconciliation as a public holiday, employees will cease to be granted the foregoing floating holiday and will instead be granted the public holiday under the ESA.

Provided that the ESA is not amended to include Remembrance Day as a public holiday, the Union agrees and acknowledges that November 11, Remembrance Day, is not a paid holiday pursuant to Article 24.01.

- 24.02 If a paid holiday falls on a Saturday, Sunday, Scheduled Day off or annual vacation leave, it shall be rescheduled to a mutually satisfactory date.

ARTICLE 25 - HOURS OF WORK

- 25.01 The regular hours of work shall be thirty-five (35) hours per week and shall consist of five (5) seven (7) hour days Monday through Friday.
- 25.02 Twelve month employees may be given the option of taking the period of the Christmas Break and the Winter Break off without pay except for the regular statutory holiday entitlement providing such practice does not affect the efficiency of the Board’s operation. All twelve month employees of the Board shall be treated equitably in regard to the time off permitted on all grant days.
- 25.03 All employees will be permitted two (2) fifteen (15) minute rest periods each working day.
- 25.04 Employees in a work location which closes due to a natural or stated emergency shall not be required to report for work until called by their supervisor or advised through the media.
- 25.05 The normal work year for a ten (10) month employee will consist of the following:
 - 188 instructional days

- 6 professional activity days
- 12 paid holidays as listed in 24.01 (a)
- Elementary schools 5 days immediately prior to the commencement of the school year
- Secondary schools 4 days immediately after the end of the school year and 5 days immediately prior to the commencement of the school year.

ARTICLE 26 - OVERTIME

26.01

- a) All time worked beyond the regular work day and week shall be approved in advance by the appropriate Superintendent and on a voluntary basis and shall be deemed to be overtime. Overtime worked shall be taken either as time off or paid for at the rate of time and one-half for the first four (4) hours and double time after four (4) hours in any day.
- b) Any employee who is required to work a regular day off shall be paid at the rate of double the employee's standard rate of pay for every hour worked.
- c) An employee who was required to work on a statutory holiday (as per Article 24.01) shall be paid at the rate of double the employee's standard rate of pay for each hour worked in addition to the employee's regular pay for said statutory holiday.
- d) Employees will have the option of time off in lieu of overtime worked providing the time off option is exercised within six (6) months of the overtime being worked. Such time off will be granted at the request of the employee at the rate as specified above. A maximum of five (5) days' accumulation is permitted.

26.02

Meal Allowance

Employees required to work more than three (3) hours beyond their normal work day or shift shall be reimbursed for a meal to a maximum of twenty dollars (\$20) upon presentation of a receipt.

26.03

Minimum Call-Back

Every employee who is called out and required to work in an emergency outside the employee's regular working hours shall be paid at the rate of a minimum of four (4) hours at regular rates or as specified in 26.01 a), b) and c).

26.04

Equal Distribution of Overtime

Overtime in any school shall be divided equally among the employees of that school who are engaged in similar types of employment and who are qualified to perform the work that is available.

26.05

No Overtime During Layoff

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

ARTICLE 27 - SICK LEAVE

As sick leave provisions are covered under the Central Agreement, refer to Article C10.00 in Part A of this Collective Agreement.

27.01

- a) The Superintendent of Human Resources of the District School Board Ontario North East shall do and perform all things necessary or incidental to implement the Central Agreement sick leave provisions.
- b) An employee who becomes entitled to compensation under the provisions of the Workplace Safety and Insurance (WSIB) Act, 1997 shall be eligible to have a top-up of compensation pursuant to WSIB regulations 2/13 and 1/13.
- c) Absence for illness of the Employee for a period of five (5) consecutive working days or less may be certified by the Superintendent of Human Resources or designate. Absence for illness exceeding five (5) consecutive working days shall be certified by a licensed medical practitioner and the District School Board Ontario North East reserves the right to demand a certificate in any case from a doctor named by the Board. Where an Employee is absent for illness for more than twenty (20) consecutive days, the Superintendent of Human Resources or designate may require that a certificate be submitted by a licensed medical practitioner before the Employee shall be entitled to payment under the Plan. The Board shall pay all costs for any certificate required under this article from a licensed medical practitioner.
- d) Employees may deduct from their sick leave accrual time off for their personal appointments or time off to accompany their dependents to appointments with their dentist, optometrist, doctor, chiropractor or other related paramedic appointments, including reasonable time allowance for out of town travel.

From the COPE MOU with the Ministry of Education dated June 27, 2013:

Any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction of sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

ARTICLE 28 - RETIREMENT GRATUITY

- 28.01 Employees hired prior to September 1, 1998 shall continue to receive the retirement gratuity as specified in the collective agreement which was negotiated between the former Bargaining Unit and predecessor Board. The applicable provisions and the list of employees who are eligible are listed in Appendix "D".

ARTICLE 29 - BENEFITS

29.01 Benefits are a central agreement matter.

a) **Long Term Disability**

The Board shall pay Seventy-Two percent (72%), and the employee shall pay Twenty-Eight percent (28%) of the premiums for all employees enrolled in a Long Term Disability Plan.

ARTICLE 30 - TRAVEL EXPENSE REIMBURSEMENT

30.01 **Mileage**

Use of the Employee's vehicle will be reimbursed as per Board policy.

ARTICLE 31 - INCLEMENT WEATHER

31.01 The parties agreed to adhere to the Board policy regarding inclement weather.

ARTICLE 32 - ACCESS TO INFORMATION

32.01 Within a reasonable length of time an employee shall have access to or be given a copy of all personnel files in the possession of the Board relating to that employee.

The personnel records of an employee, or former employee, shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned. Any disagreement as to the accuracy of information contained in a record shall be subject to a grievance. It is understood the Board will surrender an employee's personnel file if the Board is compelled to do so under law.

ARTICLE 33 - GENERAL

33.01 **Professional Activity Day**

Each year the Board shall grant one (1) day with pay to all employees, for the purpose of professional activity approved by the Board and as long as it coincides with a scheduled P.A. Day.

33.02 **Employee Transfer**

No employee shall be transferred from one work place to another without the employee's written consent.

33.03 **Collective Agreement Distribution**

The Board agrees to advise newly hired employees the Collective Agreement is available on Docushare.

ARTICLE 34 - HEALTH AND SAFETY

- 34.01 The Board shall make provisions for the safety and health of the employees.
- 34.02 The Board and the Union shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.
- 34.03 The Union shall be entitled to have a representative on the Health and Safety Committee. Such member shall be released from their work assignments to attend meetings of the Health and Safety Committee held during working hours without loss of salary, benefits or seniority.

ARTICLE 35 - LABOUR MANAGEMENT COMMITTEE

- 35.01 A Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Board. The Committee shall have full support of both parties to this Agreement.
- 35.02 The Committee shall meet at a mutually agreeable time and place during working hours. Employees shall not suffer any loss of pay for time spent at Committee meetings.

ARTICLE 36 - SALARY ADMINISTRATION

- 36.01 **Pay Day**
Pay day shall be bi-weekly.
- 36.02 **Wage Progression**
Progression from the start to the maximum rate, in each classification, will be in accordance with the time specified on the wage scale.
- 36.03 **Wage Rate For New Positions**
If a new job is established or if a job is substantially changed, the Board will make a temporary classification in proper relation with existing wage scale and the Union shall be informed of the results. If the Union disagrees with the wage classification, the matter shall be subject to the grievance procedure.
- 36.04 **Starting Salary**
At the sole discretion of the Board, a newly hired employee may start at a higher step of the wage scale, based on qualifications and/or experience. Such decisions by the Board shall not be subject to the grievance procedure.

ARTICLE 37 - WORKPLACE AND SEXUAL HARASSMENT

- 37.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification,

discharge, or any other action by reason of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, sex, marital or parental status, family status, disability or any other protected ground under the Ontario Human Rights Code, nor by reason of his membership or activity in the Union.

The Employer and the Union are committed to a work environment which is free from discrimination, harassment and/or workplace violence as defined by the Ontario Human Rights Code, the Occupational Health and Safety Act and any other applicable legislation.

- 37.02 Bargaining Unit employees who choose to file a complaint under the harassment policy shall be entitled to use the grievance procedure if they wish.

ARTICLE 38 - SEVERANCE

- 38.01 All regular employees who are employed on a ten (10) or twelve (12) month schedule, and who have one (1) year or more of service, will be entitled to severance pay in accordance with the *Employment Standards Act*.

ARTICLE 39 - TERMS OF AGREEMENT

The Board and the Union agree that they will abide by the Articles of this Agreement from the date of ratification by both parties to August 31, 2022, inclusive, and from year to year thereafter unless either party desires to change or terminate the Agreement in which case the party desiring the change or termination shall notify the other party in writing ninety (90) days prior to the expiration of the Agreement.

Dated in Timmins, Ontario, this 22 day of November, 2023.

**THE CANADIAN OFFICE OF
PROFESSIONAL EMPLOYEES
UNION LOCAL 429**

**DISTRICT SCHOOL BOARD
ONTARIO NORTH EAST**

Doree Dajee
Nancy Watson
Dany Selva

Richard Dy
A. My
Stphus

APPENDIX A – Job Categories and Salary Grid

The hourly rates in Appendix A will increase as follows:

Effective September 1, 2005 the Board and the Union agreed that the Pay Equity Process would establish the hourly rate for each job category. The hourly rate increases in Appendix A will be applied to the hourly rates established by the Pay Equity Process. It is understood that COPE members who are paid an hourly rate in excess of the hourly rate established by the Pay Equity process will be red circled.

COPE GRID

NEW DUE TO BILL 124

Effective September 1, 2019 **1.75% Increase**

Step	Category 1		
	Annual	Hourly	Bi-Weekly
001	36,017.80	19.79	1,385.30
002	37,710.40	20.72	1,450.40
003	39,403.00	21.65	1,515.50
004	41,186.60	22.63	1,584.10
	Category 2		
	Annual	Hourly	Bi-Weekly
001	38,420.20	21.11	1,477.70
002	40,513.20	22.26	1,558.20
003	42,606.20	23.41	1,638.70
004	44,772.00	24.60	1,722.00
	Category 3		
	Annual	Hourly	Bi-Weekly
001	40,822.60	22.43	1,570.10
002	43,316.00	23.80	1,666.00
003	45,827.60	25.18	1,762.60
004	48,393.80	26.59	1,861.30
	Category 4		
	Annual	Hourly	Bi-Weekly
001	43,297.80	23.79	1,665.30
002	46,228.00	25.40	1,778.00
003	49,158.20	27.01	1,890.70
004	52,161.20	28.66	2,006.20
	Category 5		
	Annual	Hourly	Bi-Weekly
001	44,954.00	24.70	1,729.00
002	48,248.20	26.51	1,855.70
003	51,560.60	28.33	1,983.10
004	54,945.80	30.19	2,113.30
	Casual		
	Annual	Hourly	Bi-Weekly
000	n/a	19.79	n/a

Effective August 31, 2020 **1.75% Increase**

Step	Category 1		
	Annual	Hourly	Bi-Weekly
001	36,648.11	20.14	1,409.54
002	38,370.33	21.08	1,475.78
003	40,092.55	22.03	1,542.02
004	41,907.37	23.03	1,611.82
	Category 2		
	Annual	Hourly	Bi-Weekly
001	39,075.40	21.47	1,502.90
002	41,222.18	22.65	1,585.47
003	43,351.81	23.82	1,667.38
004	45,555.51	25.03	1,752.14
	Category 3		
	Annual	Hourly	Bi-Weekly
001	41,537.00	22.82	1,597.58
002	44,074.03	24.22	1,695.16
003	46,629.58	25.62	1,793.45
004	49,231.00	27.05	1,893.50
	Category 4		
	Annual	Hourly	Bi-Weekly
001	44,055.51	24.21	1,694.44
002	47,047.00	25.85	1,809.50
003	50,018.47	27.48	1,923.79
004	53,074.02	29.16	2,041.31
	Category 5		
	Annual	Hourly	Bi-Weekly
001	45,740.70	25.13	1,759.26
002	49,103.60	26.98	1,888.60
003	52,452.40	28.82	2,017.40
004	55,907.35	30.72	2,150.28
	Casual		
	Annual	Hourly	Bi-Weekly
000	n/a	20.14	n/a

Effective August 30, 2021

3.75% Increase

Step	Category 1		
	Annual	Hourly	Bi-Weekly
001	38,022.42	20.89	1,462.40
002	39,821.60	21.88	1,531.60
003	41,605.20	22.86	1,600.20
004	43,478.89	23.89	1,672.27
	Category 2		
	Annual	Hourly	Bi-Weekly
001	40,540.73	22.28	1,559.26
002	42,751.80	23.49	1,644.30
003	44,977.50	24.71	1,729.90
004	47,263.84	25.97	1,817.84
	Category 3		
	Annual	Hourly	Bi-Weekly
001	43,079.40	23.67	1,656.90
002	45,736.60	25.13	1,759.10
003	48,378.19	26.58	1,860.70
004	51,087.40	28.07	1,964.90
	Category 4		
	Annual	Hourly	Bi-Weekly
001	45,718.40	25.12	1,758.40
002	48,811.26	26.82	1,877.36
003	51,894.16	28.51	1,995.93
004	55,055.00	30.25	2,117.50
	Category 5		
	Annual	Hourly	Bi-Weekly
001	47,455.97	26.07	1,825.23
002	50,944.99	27.99	1,959.42
003	54,436.20	29.91	2,093.70
004	58,003.88	31.87	2,230.92
	Casual		
	Annual	Hourly	Bi-Weekly
000	n/a	20.89	n/a

Effective August 29, 2022

1\$ per hr Increase

STEP 001	On hire
STEP 002	6 MTHS anniversary of date of hire
STEP 003	YEAR 1 anniversary of date of hire
STEP 004	YEAR 2 anniversary of date of hire

Step	Category 1			Applicable Positions
	Annual	Hourly	Bi-Weekly	
001	39,842.42	21.89	1,532.40	Elementary Secretary Assistant, Receptionist, Secretary - HR Assistant
002	41,641.60	22.88	1,601.60	
003	43,425.20	23.86	1,670.20	
004	45,298.89	24.89	1,742.27	
	Category 2			
	Annual	Hourly	Bi-Weekly	
001	42,360.73	23.28	1,629.26	Curriculum Secretary, Business Secretary
002	44,571.80	24.49	1,714.30	
003	46,797.50	25.71	1,799.90	
004	49,083.84	26.97	1,887.84	
	Category 3			
	Annual	Hourly	Bi-Weekly	
001	44,899.40	24.67	1,726.90	HR Secretary, Special Ed Secretary, Transportation Clerk, Secondary School Secretary (new), Attendance Clerk HR, Building Services Secretary
002	47,556.60	26.13	1,829.10	
003	50,198.19	27.58	1,930.70	
004	52,907.40	29.07	2,034.90	
	Category 4			
	Annual	Hourly	Bi-Weekly	
001	47,538.40	26.12	1,828.40	Payroll Clerks, Purchasing Clerks, Elementary Secretary, Elementary/Secondary Secretary, Accounting Clerks
002	50,631.26	27.82	1,947.36	
003	53,714.16	29.51	2,065.93	
004	56,875.00	31.25	2,187.50	
	Category 5			
	Annual	Hourly	Bi-Weekly	
001	49,275.97	27.07	1,895.23	Sr. Payroll Clerk, Sr Accounting Clerk, Office Manager, Computer Liaison, Information Services Technician
002	52,764.99	28.99	2,029.42	
003	56,256.20	30.91	2,163.70	
004	59,823.88	32.87	2,300.92	
	Category 6			
	Annual	Hourly	Bi-Weekly	
001	51,160.20	28.11	1,967.70	Senior Technician (NEW October 2022)
002	55,073.20	30.26	2,118.20	
003	58,986.20	32.41	2,268.70	
004	63,008.40	34.62	2,423.40	
	Casual			
	Annual	Hourly	Bi-Weekly	
000	n/a	21.89	n/a	

Effective August 28, 2023

1\$ per hr Increase

STEP 001	On hire
STEP 002	6 MTHS anniversary of date of hire
STEP 003	YEAR 1 anniversary of date of hire
STEP 004	YEAR 2 anniversary of date of hire

Step	Category 1			Applicable Positions
	Annual	Hourly	Bi-Weekly	
001	41,662.42	22.89	1,602.40	Elementary Secretary Assistant, Receptionist, Secretary - HR Assistant
002	43,461.60	23.88	1,671.60	
003	45,245.20	24.86	1,740.20	
004	47,118.89	25.89	1,812.27	
Category 2				
	Annual	Hourly	Bi-Weekly	
001	44,180.73	24.28	1,699.26	Curriculum Secretary, Business Secretary
002	46,391.80	25.49	1,784.30	
003	48,617.50	26.71	1,869.90	
004	50,903.84	27.97	1,957.84	
Category 3				
	Annual	Hourly	Bi-Weekly	
001	46,719.40	25.67	1,796.90	HR Secretary, Special Ed Secretary, Transportation Clerk, Secondary School Secretary (new), Attendance Clerk HR, Building Services Secretary
002	49,376.60	27.13	1,899.10	
003	52,018.19	28.58	2,000.70	
004	54,727.40	30.07	2,104.90	
Category 4				
	Annual	Hourly	Bi-Weekly	
001	49,358.40	27.12	1,898.40	Payroll Clerks, Purchasing Clerks, Elementary Secretary, Elementary/Secondary Secretary, Accounting Clerks
002	52,451.26	28.82	2,017.36	
003	55,534.16	30.51	2,135.93	
004	58,695.00	32.25	2,257.50	
Category 5				
	Annual	Hourly	Bi-Weekly	
001	51,095.97	28.07	1,965.23	Sr. Payroll Clerk, Sr Accounting Clerk, Office Manager, Computer Liaison, Information Services Technician
002	54,584.99	29.99	2,099.42	
003	58,076.20	31.91	2,233.70	
004	61,643.88	33.87	2,370.92	
Category 6				
	Annual	Hourly	Bi-Weekly	
001	52,980.20	29.11	2,037.70	Senior Technician
002	56,893.20	31.26	2,188.20	
003	60,806.20	33.41	2,338.70	
004	64,828.40	35.62	2,493.40	
Casual				
	Annual	Hourly	Bi-Weekly	
000	n/a	22.89	n/a	

STEP 001	On hire
STEP 002	6 MTHS anniversary of date of hire
STEP 003	YEAR 1 anniversary of date of hire
STEP 004	YEAR 2 anniversary of date of hire

Step	Category 1			Applicable Positions
	Annual	Hourly	Bi-Weekly	
001	43,482.42	23.89	1,672.40	Elementary Secretary Assistant, Receptionist, Secretary - HR Assistant
002	45,281.60	24.88	1,741.60	
003	47,065.20	25.86	1,810.20	
004	48,938.89	26.89	1,882.27	
Category 2				
	Annual	Hourly	Bi-Weekly	
001	46,000.73	25.28	1,769.26	Curriculum Secretary, Business Secretary
002	48,211.80	26.49	1,854.30	
003	50,437.50	27.71	1,939.90	
004	52,723.84	28.97	2,027.84	
Category 3				
	Annual	Hourly	Bi-Weekly	
001	48,539.40	26.67	1,866.90	HR Secretary, Special Ed Secretary, Transportation Clerk, Secondary School Secretary (new), Attendance Clerk HR, Building Services Secretary
002	51,196.60	28.13	1,969.10	
003	53,838.19	29.58	2,070.70	
004	56,547.40	31.07	2,174.90	
Category 4				
	Annual	Hourly	Bi-Weekly	
001	51,178.40	28.12	1,968.40	Payroll Clerks, Purchasing Clerks, Elementary Secretary, Elementary/Secondary Secretary, Accounting Clerks
002	54,271.26	29.82	2,087.36	
003	57,354.16	31.51	2,205.93	
004	60,515.00	33.25	2,327.50	
Category 5				
	Annual	Hourly	Bi-Weekly	
001	52,915.97	29.07	2,035.23	Sr. Payroll Clerk, Sr Accounting Clerk, Office Manager, Computer Liaison, Information Services Technician
002	56,404.99	30.99	2,169.42	
003	59,896.20	32.91	2,303.70	
004	63,463.40	34.87	2,440.90	
Category 6				
	Annual	Hourly	Bi-Weekly	
001	54,800.20	30.11	2,107.70	Senior Technician
002	58,713.20	32.26	2,258.20	
003	62,626.20	34.41	2,408.70	
004	66,648.40	36.62	2,563.40	
Casual				
	Annual	Hourly	Bi-Weekly	
000	n/a	23.89	n/a	

Effective 2025-26

1\$ per hr Increase

STEP 001	On hire
STEP 002	6 MTHS anniversary of date of hire
STEP 003	YEAR 1 anniversary of date of hire
STEP 004	YEAR 2 anniversary of date of hire

Step	Category 1			Applicable Positions
	Annual	Hourly	Bi-Weekly	
001	45,302.42	24.89	1,742.40	Elementary Secretary Assistant, Receptionist, Secretary - HR Assistant
002	47,101.60	25.88	1,811.60	
003	48,885.20	26.86	1,880.20	
004	50,758.89	27.89	1,952.27	
Category 2				
	Annual	Hourly	Bi-Weekly	
001	47,820.73	26.28	1,839.26	Curriculum Secretary, Business Secretary
002	50,031.80	27.49	1,924.30	
003	52,257.50	28.71	2,009.90	
004	54,543.84	29.97	2,097.84	
Category 3				
	Annual	Hourly	Bi-Weekly	
001	50,359.40	27.67	1,936.90	HR Secretary, Special Ed Secretary, Transportation Clerk, Secondary School Secretary (new), Attendance Clerk HR, Building Services Secretary
002	53,016.60	29.13	2,039.10	
003	55,658.19	30.58	2,140.70	
004	58,367.40	32.07	2,244.90	
Category 4				
	Annual	Hourly	Bi-Weekly	
001	52,998.40	29.12	2,038.40	Payroll Clerks, Purchasing Clerks, Elementary Secretary, Elementary/Secondary Secretary, Accounting Clerks
002	56,091.26	30.82	2,157.36	
003	59,174.16	32.51	2,275.93	
004	62,335.00	34.25	2,397.50	
Category 5				
	Annual	Hourly	Bi-Weekly	
001	54,735.97	30.07	2,105.23	Sr. Payroll Clerk, Sr Accounting Clerk, Office Manager, Computer Liaison, Information Services Technician
002	58,224.99	31.99	2,239.42	
003	61,716.20	33.91	2,373.70	
004	65,283.40	35.87	2,510.90	
Category 6				
	Annual	Hourly	Bi-Weekly	
001	56,620.20	31.11	2,177.70	Senior Technician
002	60,533.20	33.26	2,328.20	
003	64,446.20	35.41	2,478.70	
004	68,468.40	37.62	2,633.40	
Casual				
	Annual	Hourly	Bi-Weekly	
000	n/a	24.89	n/a	

APPENDIX B – List of Employees for Retirement Gratuity

Retirement Gratuities were frozen as of August 31, 2012. An Employee is 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:

Retirement Gratuity Entitlement – per Article 28.01

SURNAME	GIVEN NAME	Gratuity	Former Board
RONDEAU	Julie Ann	X	Timmins

LOU: COVID-19 Pandemic

LETTER OF UNDERSTANDING

Between

COPE Local 429

And

District School Board Ontario North East

RE: COVID-19 Pandemic

The board agrees to keep working with the Union and keep the Union informed of the changes pertaining to COVID-19.

For COPE Local 429:

Soma Dajue

Honey Watson

Gary Belong

For DSB1:

hazır Dye

A. Meyer

Stichwort

Memorandum of Settlement

MEMORANDUM OF SETTLEMENT

-BETWEEN-

AND

**THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION,
LOCAL 429**

-AND-

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

WHEREAS the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining:

Therefore, the parties agree and acknowledge as follows:

1. The parties herein agree to the term of this Memorandum as attached as constituting full and final settlement of all Local Issues (Part "B") in dispute.
2. The undersigned representative of the Parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals.
3. The parties herein agree that the term of this agreement shall be in accordance to the Central Agreement.
4. The parties agree that any articles or sub articles which require renumbering or spelling which requires correction as a result of these attachments shall be made to the collective agreement.

5. The parties herein agree that the said agreement shall include the terms of the previous agreement which expired August 31st, 2022 and the following amendment are incorporated.

6. The parties agree the details of this agreement shall be held confidential until ratified by the parties. Furthermore, the parties agree that the terms of the expired Collective Agreement shall continue in full force and effect until the new collective agreement is ratified by both parties.

The above has been agreed to this 6th day of November, 2023.

FOR THE EMPLOYER

A. M. Z.
S. H. H.

FOR THE UNION COPE
Local 429

P. R.
D. D. L.
M. B. L.
K. W. A.

