

COLLECTIVE AGREEMENT

BETWEEN:

Huron - Superior Catholic District School Board

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4148
(CLERICAL, EDUCATIONAL ASSISTANTS AND
EARLY CHILDHOOD EDUCATORS)

September 1, 2019 to August 31, 2022
Sault Ste. Marie, Ontario

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).
CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014* the term of this collective agreement, including central terms and local terms, shall be from September 1, 2019 to August 31, 2022 inclusive.

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

The following process pertains exclusively to disputes and grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply. In the event that central language is being grieved locally, the local parties shall provide the grievance to their respective central agents.

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

- a) The Committee shall meet at the request of one of the central parties.

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b) The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

- b) Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c) Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

- a) A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b) The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days.
- c) If the dispute is not settled, withdrawn, or referred back to the local grievance procedure within twenty (20) working days of the Committee meeting, the central party submitting the dispute may file the dispute as a grievance, and refer it to arbitration/mediation within ten (10) working days.

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.

- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #10. Arbitrators on the list will be used in rotation, based on availability, for the 2019-2022 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of

total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.

b) Funding amounts:

- September 1, 2019: 1% (5,544.01 per FTE)
- September 1, 2020: 1% (\$5,599.45 per FTE)
- September 1, 2021: 1% (\$5,655.45 per FTE)

Funding will be made retroactive to September 1, 2019.

c) Funding changes described in a) and b) are contingent on the CUPE EWBT agreeing that any enhancements to the CUPE Benefit plan shall be consistent with the following parameters:

- i) The Claims Fluctuation Reserve (CFR) shall not decrease below 25% of total CUPE benefit plan costs for the prior year and,
- ii) the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

C5.3 Cost Sharing

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

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

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

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

- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

- i. a long-term supply assignment within the meaning of the local collective agreement, or

- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation

may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments

provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked. Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions ☐

Return to work date: dd mm yyyy

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)

Walking:

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

Standing:

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

Sitting:

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

Lifting from floor to waist:

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

Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>specify</i>):	<input type="checkbox"/> Use of hand(s): <div> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): </div> <div> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): </div>		
<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	

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

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

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

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

☐ 1-2 days ☐ 3-7 days ☐ 8-14 days

☐ 15 + days ☐ Permanent

Have you discussed return to work with your patient?

☐ Yes

☐ No

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

☐ Regular full time hours ☐ Modified hours

☐ Graduated hours

Start Date: **dd mm yyyy**

Is the 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:			
<input type="checkbox"/>	Patient is capable of returning to work with no restrictions.		
<input type="checkbox"/>	Patient is capable of returning to work with restrictions. (Complete Part 2)		
<input type="checkbox"/>	I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.		
Recommended date of next appointment to review Abilities and/or Restrictions:		dd	mm yyyy
PART 3 – Confirmation and Attestation			
Health Care Professional: The following information should be completed by the Health Care Professional			
I confirm all of the information provided in this attestation is accurate and complete:			<input type="checkbox"/>
Completing Health Care Professional Name: (Please Print)			
Date:			
Telephone Number:			
Signature:			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

RE: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists in part B, the following items are to be retained as written in the 2014-2017 collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues: To be Updated as Necessary

- Paid Vacations
- Work week (excluding scheduling)
- Work year (excluding scheduling)
- Hours of Work (excluding scheduling)
- Preparation Time
- Staffing levels (including staffing levels related to permits and leases and replacement staffing)
- Job security as it relates to technological change
- Allowances/Premiums (excluding percentage increase)

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

RE: Job Security: Protected Complement

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

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

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

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

- consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. 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
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
 6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
 7. This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Protection Fund

Funding of up to \$20,000,000, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), per Appendix D shall be provided to reinstate CUPE positions and provide continuity of key services provided by CUPE members displaced by the expiry of the job security provisions on August 30, 2019. Any school board and CUPE local that can establish that they should have been included on Appendix D within 30 days of central ratification shall also receive the benefit of this LOU.

- i. Schools boards and the CUPE local shall jointly apply for funding to reinstate affected positions. This funding shall be available from the date of central ratification until August 31, 2022 for the affected employees' work year.
- ii. Affected positions are those that were reduced either by lay off or reduction to hours effective August 31, 2019 as a result of the expiry of LOU #3, Job Security: Protected Complement. This does not apply to positions reduced in accordance with LOU #3, Job Security: Protected Complement.
- iii. LOU #3, Job Security: Protected Complement will apply to reinstated positions through the use of this fund.
- iv. The local unions and local school boards will meet as soon as practical, and no later than 30 days after the date of central ratification, to discuss the implementation of this LOU.
- v. A reconciliation process shall be established to confirm that the positions have been reinstated to the appropriate school boards. Any disputes regarding the implementation, administration and the reconciliation of this LOU will be submitted to the Central Dispute Resolution Committee by December 31, 2019. Any disputes not

resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.

- vi. Upon receiving the applications in i), and reconciliation in v), the funding shall be prorated based on the finalized FTE numbers.

APPENDIX D

Education Worker Protection Fund		
2019-20		2019-20
School Board	FTE	\$
DSB Ontario North East	1.0	\$ 56,564.00
Near North DSB	4.5	\$ 254,538.00
Keewatin-Patricia DSB	0.1	\$ 5,656.40
Rainy River DSB	5.3	\$ 299,789.20
Lakehead DSB	9.1	\$ 514,732.40
Toronto DSB	67.2	\$ 3,801,100.80
Durham DSB	1.9	\$ 107,471.60
Trillium Lakelands DSB	3.4	\$ 192,317.60
Halton DSB	2.1	\$ 118,784.40
Hamilton-Wentworth DSB	4.1	\$ 231,912.40
Upper Canada DSB	76.4	\$ 4,321,489.60
Huron-Superior Catholic DSB	7.7	\$ 435,542.80
Sudbury Catholic DSB	5.4	\$ 305,445.60
Huron Perth Catholic DSB	0.6	\$ 33,938.40
Windsor-Essex Catholic DSB	1.6	\$ 90,502.40
St. Clair Catholic DSB	15.2	\$ 859,772.80
Peterborough V N C Catholic DSB	29.5	\$ 1,668,638.00
Dufferin-Peel Catholic DSB	51.4	\$ 2,907,389.60
Niagara Catholic DSB	1.5	\$ 84,846.00
Algonquin and Lakeshore Catholic DSB	0.6	\$ 33,938.40
CSD du Nord-Est de l'Ontario	4.4	\$ 248,881.60
CSD catholique des Grandes Rivières	2.0	\$ 113,128.00
CSD catholique Franco-Nord	3.5	\$ 197,974.00
CSD catholique du Nouvel-Ontario	3.6	\$ 203,630.40
Provincial Total	302.1	\$ 17,087,984

Notes:

1. Investment of \$17,087,984, conditional upon the approval from the Lieutenant-Governor-in-Council (if applicable), will be provided subject to the terms in Letter of Understanding #4.
2. This amount was determined by using the total FTE of 302.1 multiplied by the 2019-20 Grants for Student Needs salary and benefits benchmark of \$56,564.00

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Professional Development

The parties acknowledge the important skills and expertise that education 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 represented by CUPE, local school boards shall consult with local CUPE representatives prior to finalizing and delivering the funded professional development.

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2019-2020, 2020-2021, and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) two (2) Professional Activity days in each of the school years outlined above that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2019-2020 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the remaining school years, the days will be designated by June 15 of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave by no later than September 30, of the current school year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

The committee will, during the life of the collective agreement, survey school boards with respect to the practices in place that support diversity, equity, inclusion and foster diverse and inclusive workforces. The committee will further gather data on the use of the tool previously provided by the committee to school boards including whether the tool was utilized and what changes have been implemented as a result. Leading practices, where jointly identified, will be further shared with school boards and locals.

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

IV. CO-CHAIR SELECTION

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

V. OTHER

The parties agree that if there is a dispute between the parties regarding whether or not the committee has been properly established within the required timeframes, this dispute may be grieved through the central grievance process, and that this is the only dispute related to the committee and the work it is undertaking that could be the subject of a grievance.

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

RE: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

RE: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2019 to August 31, 2022 as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn
John Stout
Paula Knopf
Brian Sheehan
Jesse Nyman
Jim Hayes

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group – Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

Whereas the parties have a shared interest in preventing violence in the workplace;

And whereas the parties have agreed to work collaboratively in developing a program;

Now therefore the parties have agreed to seek to implement best practices for safe schools for all employees and students. CUPE/OSBCU will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a half day training program on the prevention and de-escalation of violence. This training will supplement training that already exists. The Crown agrees to fund the development/purchase up to \$100, 000.

Topics the training program will address are the following:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations [already developed]
- Debriefing protocol [already developed]

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent CUPE represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and

that the day will not be designated as Sulp. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

A joint evaluation will be conducted through the Central Labour Relations Committee by June 30, 2021 and adjustments made as agreed. It is understood that additional evaluations and adjustments may occur as the program continues.

Local boards will consult with local unions regarding the implementation and scheduling of the training program.

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

RE: Additional Professional Activity (PA) Day

The parties confirm that there will continue to be an additional PA Day beyond the current 6 PA days during the term of this collective agreement. There will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of the additional PA day. For further clarity, the additional PA day will be deemed a normal work day. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter “CUPE”)

AND

The Council of Trustees’ Associations

(Hereinafter the “CTA/CAE”)

RE: Pilot Project on Expedited Mediation

The parties agree to establish a pilot project for expedited mediation.

The members of the Central Dispute Resolution Committee (CDRC) may agree to refer central grievances to the expedited mediation process set out in this LOA.

As per C4.14 of the central terms, timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties’ position on jurisdictional matters, including timeliness.

The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.

Following ratification, the parties shall contact mediator(s) to establish dates for mediation every two months (excluding July and August). Dates shall be scheduled in consultation with the parties. Two of the expedited mediation sessions shall be conducted in French and three of the expedited mediation sessions shall be conducted in English every calendar year of the agreement unless agreed otherwise by the parties.

It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.

The parties may jointly set down up to ten (10) grievances for each review.

The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.

Each party shall prepare a mediation brief to assist the mediator, which shall include the following:

- A short description of the grievance.
- A statement of relevant facts.
- A list of any relevant provisions of the collective agreement.
- Any relevant documentation.

The description of the grievance and the relevant facts shall not be typically longer than two pages.

The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.

The responding party shall provide their brief no later than five (5) days prior to the scheduled review.

The Crown may provide a brief no later than two (2) days prior to the review.

Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

Expedited Arbitration

The parties further agree to discuss the possibility of an expedited arbitration pilot project at the first scheduled meeting of the Central Labour Relations Committee post central ratification.

This Letter of Agreement expires August 31, 2022.

Historical Appendix of Central Terms – For Reference Only

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF UNDERSTANDING #9

BETWEEN

**The Ontario Public School Board Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Catholic School Trustees Association
(hereinafter called 'OCSTA')**

AND

**L'Association des conseils scolaires des écoles publiques de l'Ontario
(hereinafter called 'ACEPO')**

AND

**L'Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called 'AFOCSC')**

AND

**The Canadian Union of Public Employees / Syndicat canadien de la fonction publique
(hereinafter called 'CUPE')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement. The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Trustees, as defined in 2.1.0, shall consult with other Trusts and Boards to move all employee groups into the Trust(s) at the same time, subject to the Trust being ready to accept the employee group(s).

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 CUPE employee representatives and 4 employer representatives, including the Crown. The Board of Trustees will include among its members 2 independent experts, 1 appointed by the employer representatives and 1 appointed by the employee representatives. CUPE will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the union, the Boards, the CTA and the Crown;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or accounting; or in lieu of such affiliation hold the Certified Employee Benefit Specialist (CEBS) designation; and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.

- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for their Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve-month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.

- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no

resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

5.0.0 SHARED SERVICES

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
- a. The trustees' selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles if any;
 - h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding policy;
 - j. The investment Policy and changes to the Investment Policy; and
 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and

- g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

7.0.0 ACCOUNTABILITY

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three-year period.
If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.
- 7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

8.0.0 TRANSITION COMMITTEE

- 8.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established by January 31, 2016 to address all matters that may arise in the creation of the Trust.

9.0.0 PAYMENTS

- 9.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Understanding.

10.0.0 ENROLMENT

- 10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the union to all new members within 15 to 30 days from their acceptance of employment.
- 10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

- 10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12-month period.
- 11.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust a Board office during regular business hours upon 30 days written notice.

12.0.0 CLAIMS SUPPORT

- 12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

13.0.0 PRIVACY

- 13.1.0 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 be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

Appendix A – HRIS File

Each Board may choose to provide to the Trustees of the Education Sector ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the Education Sector ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

Historical Appendix of Central Terms – For Reference Only

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

**LETTER OF UNDERSTANDING #9
BETWEEN
THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(HEREINAFTER CALLED 'OPSBA')
AND
THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION
(HEREINAFTER CALLED 'OCSTA')
AND
L'ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO
(HEREINAFTER CALLED 'ACEPO')
AND
L'ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES
(HEREINAFTER CALLED 'AFOCSC')
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES / SYNDICAT CANADIEN DE LA FONCTION
PUBLIQUE
(HEREINAFTER CALLED 'CUPE')
AND
THE CROWN
RE: BENEFITS**

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than May 1, 2017 and that Boards will participate in this Trust on a common date no later than February 1, 2018. The date on which the Boards commence participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 CUPE employee representatives and 4 employer representatives, including the Crown. The Board of Trustees will include among its members 2 independent experts, 1 appointed by the employer representatives and 1 appointed by the employee representatives. CUPE will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the union, the Boards, the CTA and the Crown;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or accounting; or in lieu of such affiliation hold the Certified Employee Benefit Specialist (CEBS) designation; and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for their Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve-month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A (which follows) within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of

each benefit. The remaining portion of the Board's surplus will be retained by the Boards.

- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.

- 4.2.4 In addition to the contributions provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay and as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- 4.2.7 For purposes of 4.2.6 above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- 4.2.8 Amounts previously paid under 4.2.3 and 4.2.4 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

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- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Administrative services and Insurance provider(s) services will be competitively procured as soon as administratively feasible.
- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office may include the procurement of these services for other Trusts to ensure the most efficient and cost effective service.

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
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 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
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- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
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- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
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- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
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- 11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12-month period.
- 11.4.0 Within thirty (30) days following a request by the Trustees, a Board shall permit a chartered professional accountant acting on the Trustees' behalf to carry out an inspection, audit or examination of the books of account, documents, payrolls, records, and other materials relating directly to its participation in this Trust.

12.0.0 CLAIMS SUPPORT

- 12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan

Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

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13.1.0 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 be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

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Article 1 - PURPOSE

1.01 It is the purpose of both parties to this agreement:

- (a) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (b) To encourage efficiency and productivity in operations.
- (c) To promote the morale and well-being of all employees in the bargaining unit.

Article 2 - SCOPE

2.01 The Scope of this Agreement shall apply to the Office, Clerical, Technical, Educational Assistants and Early Childhood Educators (ECE) unit, being: all employees of the Huron-Superior Catholic District School Board engaged in office, clerical and technical positions, educational assistants and Early Childhood Educators, save and except supervisors, persons above the rank of supervisor, payroll supervisor, purchasing agent, revenue officer, transportation and planning officer, accountant, benefits administrator, secretary to the Director of Education, secretaries to the superintendents, secretary to the manager of plant services, secretary to the Manager of Human Resources, computer technician, counsellors, speech language pathologists and psychometrist.

Article 3 - RECOGNITION

3.01 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 4148 as the sole and exclusive collective bargaining agent for all employees as outlined in Article 2.01 save and except supervisors, persons above the rank of supervisor and persons covered by any other bargaining unit, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 Work of the Bargaining Unit

The Board agrees that no work of the bargaining unit shall be done by anyone not covered by this agreement unless otherwise specified in this Article. The Board agrees that no employee shall be laid off or receive a reduction in normal pay because of work being sub-contracted, leased, assigned, conveyed or transferred to any other person or company. Volunteers and student placements may be used to enhance the services of the Board or be placed to obtain training opportunities, but no employee will have their hours of work reduced as a direct result of the use of such individuals. The Union will be notified of the work location(s), type of work and the term of such student placements.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Board or her/his representative which conflicts with the terms of this collective agreement.

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of additional representatives of the Union or any other advisors, upon written notice to the Board designated official, when dealing or negotiating with the Board.

3.05 Union Officers and Committee Members

Where Union officers and committee members are required to be absent from their positions in order to carry out their functions under this agreement at the request of, or by mutual consent of the Board, such permission may be granted by the Manager of Human Resources. Where such a meeting is arranged during working hours, employees will not suffer any reduction in normal pay for that time. Time off for grievance related matters will be as per Article 12 (Grievance Procedure).

Article 4 - HUMAN RIGHTS

4.01 The Board Shall Not Discriminate

The Board agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay off, recall, discipline, classification, termination or any other action by reason of any of the prohibited grounds as outlined in the Ontario Human Rights Code, nor by reason of her/his membership or activity in the Union.

The above does not apply where the Board is able to demonstrate a bona fide occupational requirement such as same sex gender care.

4.02 Human Rights Code

Any claim by an employee or the Union pertaining to a violation of the Ontario Human Rights Code or the Employment Standards Act, may be the subject of a grievance which shall be processed in accordance with the grievance procedure.

4.03 Personal Rights

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

4.04 Workplace Violence and Harassment

The Union and the Board recognize the right of the employees to work in an environment free from workplace violence and harassment as defined in the Occupational Health and Safety Act (OHSA), and the Board recognizes its responsibility to maintain a discrimination-free work place.

(a) Workplace Sexual Harassment

The OHSA define workplace sexual harassment as:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- Making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

(b) **Workplace Harassment**

Workplace harassment is defined in the OHSA as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

- (c) Personal harassment shall be defined as any behaviour which denies individuals their dignity and respect, and that is offensive, embarrassing and humiliating to said individual, or that which causes personal harassment of another employee in carrying out her/his duties or in the provision of her/his services.

4.05 Where an employee feels that she/he is being harassed, she/he shall inform the person in question that the behaviour in question is unwelcome. The employee shall have the right to have a union official or a member of the Board administration staff present at the meeting should she/he so desire.

4.06 This Article will not be construed as in any way limiting the employee's rights to seek redress through any other legal procedure available to her/him.

Complaints under this Article may be processed as grievances at Step 2 of the grievance procedure.

4.07 As outlined in the OHSA Section 1 (4), a reasonable action taken by an Employer or Supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

Article 5 - MANAGEMENT RIGHTS

5.01 Except as modified by this agreement and to the extent specifically described in this agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitation within the right of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include:

The right of the Board to hire, direct, promote, demote, classify positions, transfer, suspend, lay-off employees, and also the right of the Board to discipline or terminate any employee for just cause; provided, however, that a claim by an employee who has acquired seniority that she/he has been terminated, suspended, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the terms of this agreement may be the subject of a grievance and dealt with as hereinafter provided.

Article 6 - UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to be Members

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

Article 7 - CHECK-OFF UNION DUES

7.01 Check-Off Payments

The Board shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

7.02 Deductions

Deductions shall be remitted to the National Secretary-Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The remittance shall be accompanied by an electronic list of the names, addresses, phone numbers, hours worked, wage rate, wages, status and classifications from whose wages the deductions have been made. The Union shall indemnify and save the Board harmless with respect to all claims made against the Board by an employee as a result of the deductions and remittance of dues by the Board pursuant to this Article. The list shall also indicate the amount of dues deducted from each employee.

The Board will provide to the Union on an annual basis, a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, telephone number(s) and work e-mail.

The Board will provide to the Union on a quarterly basis, a list of the employees' job title/classification, work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence (STD, LTD, WSIB, LOA, Maternity/Parental, etc.)

7.03 Dues Receipt

At the same time that Income Tax (T4) slips are made available, the Board shall include the amount of the union dues paid by each union member in the previous year.

Article 8 – THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

8.01 New Employees

The Board agrees to acquaint new employees with the fact that a Union agreement is in full force and effect and will issue an electronic copy of the collective agreement to each employee on or prior to the first day they are hired with a written notice to the Union Secretary, President and the appropriate Group Vice-President of the employee's name, address and phone number. The Board agrees to permit the

Union access to the Board email to acquaint the new employees with the Union Representatives and provide Union awareness packages. Upon request from the new employee, the Board shall provide a paper copy.

Within the first six months of employment, the new employee will be required to attend an orientation session. Such orientation sessions will be scheduled at least twice annually and a Union representative will be invited to attend.

Article 9 - CORRESPONDENCE

- 9.01 All correspondence (electronic and/or hardcopy) arising out of this agreement or incidental thereto, shall pass to and from the Board designated official and the Group Vice-Presidents and Union Secretary, unless specified otherwise within this Agreement. The National Representative shall receive a copy of all correspondence (electronic and/or hardcopy) relating to grievances, discipline and termination.
- 9.02 When the Board establishes a new or modified policy that has a direct impact on the employees, a copy of such policy shall be forwarded to the President and Group Vice-Presidents, and a notice of such new or modified policy shall be emailed to all employees. Supervisors at each worksite shall communicate new or modified policies to all employees.

Article 10 - UNION COMMITTEES

10.01 Representatives

The Board shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will provide the Board with a list including the names of its officers and all committee members within thirty (30) days of any change in membership. Likewise, the Board shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

The Union shall elect or otherwise appoint a Negotiating Committee comprised of six (6) Board employees, the President and the National Representative, for the purpose of negotiating this Collective Agreement between the Board and the Union.

The Board agrees to pay the wages of five (5) of the Board employees named as the Union Bargaining Committee, up to a maximum of five (5) days, when those members are required to be absent from their place of employment to attend negotiating meetings with the Board dealing with direct negotiations of this Collective Agreement. The Board shall not be responsible for any additional expenses incurred such as, but not limited to, travel or accommodation.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union bargaining committee to the Board for discussion and settlement.

10.04 Meeting of Committee

In the event either party wishes to call a bargaining committee meeting, the meeting shall be held at a time and place fixed by mutual agreement.

10.05 Time Off for Meeting

Any representative of a Union Committee, but not more than three (3) employees, who are in the employ of the Board, shall have the right to attend meetings held within working hours without loss of remuneration. Upon written request and for special circumstances, permission may be granted for additional representatives to be released at the discretion of the Board.

10.06 Technical Information

Upon written request from the Union, within ten (10) working days or as soon as possible thereafter, the Board shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, and employee benefit plan, required for collective bargaining purposes.

10.07 Labour/Management Committee

The Labour/Management Committee shall be composed of two to three representatives of the Board and two to three representatives of the Union. Meetings shall be conducted as necessary with either party requesting a meeting in writing coupled with a proposed agenda. It shall meet at the request of either party with at least 48 hours advance notice to explain Board policies, by-laws, regulations and matters of mutual concern.

The function of this committee is to promote improved service to the public and community through social and community related activities. In addition, the committee may consider issues that are not related to the Collective Agreement.

Article 11 - AGENDA AND MINUTES OF BOARD MEETINGS

11.01 An electronic copy of the Agenda and the minutes of the Board Meeting shall be sent to the C.U.P.E., Local 4148 President and Group Vice-Presidents as soon as available.

Article 12 - GRIEVANCE PROCEDURE

12.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

In order for a grievance to be processed under the grievance procedure, the written statement of grievance shall contain the name(s) of the grievor(s), the facts giving

rise to the grievance, the date or dates of the alleged violation of the agreement, and the provisions of the article(s) alleged to have been violated, and shall indicate the redress sought. The grievance must be signed by the grievor(s) and the Union Group Vice-President.

The requirements laid out above are not intended to limit nor restrict rights under the collective agreement nor access to the grievance arbitration procedure; these requirements are intended to provide the Board with information so as to be better able to address the matters at issue.

12.02 Recognition of Group Vice-Presidents and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee and the Group Vice-President. The Group Vice-President may assist any employee which the Group Vice-President represents, in preparing and presenting her/his grievance in accordance with the grievance procedure.

The Grievance Committee shall be comprised of not more than three (3) employees of the Board for the purposes of dealing with and processing complaints and grievances. The Committee shall have the right to include the National Representative if necessary.

The parties agree that grievance meetings shall be scheduled after working hours. Where it is not possible to schedule a grievance or complaint meeting outside of regular working hours, the Board agrees to pay the wages of the grievor and/or Grievance Committee to attend the grievance or complaint meeting.

In the event of an arbitration, the Board agrees to pay the wages of the grievor(s) whose case is to go forward and the wages of two (2) members of the Grievance Committee. The Board is not responsible for transportation costs of either the grievor(s) or Grievance Committee.

12.03 Names of Group Vice-Presidents and Permission to Leave Work

The Union shall notify the Board in writing of the names of each Group Vice-President and the department(s) she/he represents, before the Board shall be required to recognize her/him.

All efforts shall be made to conduct such affairs outside of the working hours of the employees in question. Where a Group Vice-President is required to leave her/his work during working hours to attend a meeting under this Article, such meetings shall be arranged in advance and arrangements shall be made to obtain the permission of her/his immediate supervisor.

In the event of an emergency, where a Group Vice-President's services are required, a Group Vice-President shall have permission to leave her/his workplace to attend to the matter upon notifying her/his immediate supervisor and after appropriate coverage has been arranged. In the event appropriate coverage for a union representative can't be found, the meeting shall be re-scheduled.

12.04 **Step 1**

It is agreed that there is no grievance unless the initial complaint has been brought to the attention of the immediate supervisor within twenty (20) working days of the event which gave rise to the complaint.

Before it can be considered a grievance, any complaint must first be discussed by the employee with her/his immediate supervisor. The Supervisor shall reply verbally to the employee within five (5) working days of such discussion taking place. Unresolved complaints become grievances and may be submitted to Step 2 within fifteen (15) working days of the decision in Step 1.

Step 2

Failing satisfactory settlement under Step 1, within fifteen (15) working days following receipt of the Step 1 decision, the Grievance shall be submitted in writing to the Manager of Human Resources or designate

Within five (5) working days of receipt of the Grievance, the Manager of Human Resources shall arrange a meeting between the Union Grievance Committee and the Board representatives. A decision shall be rendered in writing within ten (10) working days of the grievance meeting.

The employee's supervisor and the grievor may be present. A videoconference or by whatever virtual means possible shall be considered a meeting with respect to fulfilling the requirements of this Article.

Step 3

Failing satisfactory settlement under Step 2, the grievance shall be referred to binding arbitration in accordance with Article 13, provided such action is taken within a period of fifteen (15) working days of the response from the Board.

- 12.05 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees, and to seek adjustment with the Board in the manner provided for in the grievance procedure. Such a grievance shall commence at Step 2.

12.06 **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance shall commence at Step 2 of the grievance procedure provided the grievance is submitted within thirty (30) calendar days of the incident or when the Union ought to have become aware of the incident.

- 12.07 It is further understood that the C.U.P.E. National Representative may be present at the request of either party at any grievance meeting.

12.08 **Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Board's representative shall not enter into discussion or negotiation with respect to the grievance, either directly

or indirectly with the aggrieved employee, without the consent of the Union.

- 12.09 Any grievance not processed by the Union within the prescribed time limits shall be considered abandoned on the basis of the last decision and shall not be subject to further appeal.

Failure on the part of the Board to adhere to the time limits will result in the complaint or grievance being advanced to the next step of the grievance procedure.

The time limits may be extended by mutual agreement of the parties in writing.

- 12.10 For the purpose of this Article a work day is defined as a regular work day from Monday to Friday including Professional Activity Days but excluding statutory holidays.

Article 13 - ARBITRATION

- 13.01 (a) Both parties to this agreement agree that any grievance may be referred to binding arbitration by written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. The other party shall appoint its nominee within a reasonable time. The two (2) nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.

- (b) The Union and the Board agree that the provisions of the Ontario Labour Relations Act may supersede 13.01(a).

- 13.02 The Arbitrator or Board of Arbitration shall not alter, modify, or amend this Agreement in any manner, and shall not make any decision inconsistent with the provisions of this Agreement.

- 13.03 Each party shall be responsible for the expenses of its representative to the Board of Arbitration, and the expenses of the Chairperson of the Board of Arbitration shall be shared equally by the Board and the Union.

- 13.04 Wherever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

13.05 Grievance Settlement Officer

The Board and the Union may agree to the appointment of a Grievance Settlement Officer in an endeavour to effect a settlement prior to arbitration.

Article 14 - EMPLOYEE REPORTS

- 14.01 The Board shall notify an employee in writing of any expression of dissatisfaction concerning her/his work performance within ten (10) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. This is not intended to be disciplinary but is intended to be used to enhance the relationship and communication between the Board and employee.

Article 15 – DISCIPLINE, SUSPENSION AND TERMINATION

15.01 The Board reserves the right to discipline, suspend or terminate an employee for just cause. A claim by a seniority employee of unjust discipline or termination shall be treated as a grievance and the grievance procedure shall be followed as outlined in Article 12. Such grievances may be settled by confirming the Board's action or by reinstating the employee under any arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board.

15.02 (a) The Board will notify the employee(s) and the Union of all anticipated discipline, suspension or termination actions in writing within fourteen (14) days of the event giving the name of the employee concerned and the reason for the anticipated discipline, suspension or termination.

(b) In cases of discipline matters involving dismissal, loss of pay or written warnings, the employee shall receive written notification of the disciplinary action in the presence of the Group Vice-President. Where the Group Vice-President will not be available within three (3) working days, the Board may require that the discipline be given in the presence of a different Grievance Committee Representative. A videoconference or by whatever virtual means possible shall be considered acceptable with respect to fulfilling the requirements of this article.

(c) Copies of all written warnings and notices of all disciplinary action shall be sent to the Group Vice-Presidents, the President and the National Representative.

15.03 Personnel Files

(a) An employee shall have the right to have access during normal business hours to her/his personnel file upon written notice to the Manager of Human Resources or designate.

The Manager of Human Resources or designate shall be present when an employee reviews her/his personnel file located at the Board Office. The employee may be accompanied by a union representative.

(b) Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing, if such evidence relates to any disciplinary matter which took place more than twenty-four (24) months previous to the issue giving rise to the hearing. Notwithstanding the above, however, evidence relating to disciplinary action taken by the Board as a result of sexual or moral misconduct, may be considered.

15.04 The Board will schedule non-complaint meetings with employees during the employee's hours of work. If such meetings are scheduled on the employee's time, attendance at the meeting will be at the employee's discretion.

15.05 Where there is clear and convincing evidence, following a formal investigation by

outside authorities and/or agencies, of sexual harassment or sexual assault of a student by an employee, the stipulated penalty for this infraction shall be the termination of the employee, and such termination shall be deemed to be for just cause.

15.06 Designation of Supervisor

Every employee shall be notified of the name of her/his immediate designated supervisor.

The term "supervisor" when used in this Agreement shall mean a management person who is not a member of the bargaining unit.

Article 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- (a) Within fifteen (15) working days, permanent vacancies, temporary vacancies, newly created positions or positions where the hours have been increased (except where falling within the provisions of 16.05), shall be posted on the board's website for a period of one (1) week excluding statutory holidays.

Vacancies that have exceeded ten (10) working days and/or the end date is undetermined shall be posted.

An employee wishing to make application, providing she/he is available for work at the time the position commences, shall do so within the required time limit forwarding an electronic application to the Human Resources Department to the email address outlined in the job posting. The name of the successful applicant shall be posted on the Board website. When schools are not in operation, the successful applicant will be notified by regular mail.

- (b) In filling job vacancies and in the case of promotions or transfers within the bargaining unit, the Board will consider the candidate's availability for work, qualifications, skills and ability to perform the work. If, in the judgement of the Board, two or more candidates meet and are deemed equal in the above criteria then the candidate with the greatest seniority in that division of the bargaining unit shall be selected for the position.

When considering applicants from the other division of the bargaining unit for positions outside of their division [under Article 17.01 (Educational Assistants) or Article 17.02 (Clerical)], the Board agrees to apply the criteria listed above to such candidates at the same time as considering non-seniority employees and candidates from outside the bargaining unit.

- (c) **Educational Assistants**

In the event that a vacancy occurs or a new position is created during the period July 1st to September 30th, the position(s) shall be posted by September 30th for a period of one (1) week excluding holidays.

Employees wishing to apply for the vacancy or new position(s) shall do so in writing within the period indicated on the posting.

Employees may apply for any temporary position which is greater than three months in duration. Employees applying for Temporary positions of three months or less shall only be considered if the available position involves an increase in hours or rate of pay.

(d) **Early Childhood Educators**

In the event that a vacancy occurs or a new position is created during the period July 1st to September 30th, the position(s) shall be posted by September 30th for a period of one (1) week excluding holidays. Employees wishing to apply for the vacancy or new position(s) shall do so in writing within the period indicated on the posting.

Employees may apply for any temporary position which is greater than three months in duration. Employees applying for Temporary positions of three months or less shall only be considered if the available position involves an increase in hours or rate of pay.

16.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements must be related to the job function and may not be established in an arbitrary or discriminatory manner.

Upon written request to the Manager of Human Resources, an unsuccessful applicant for a posting shall be granted a meeting with the Manager of Human Resources to discuss the posting and may request the presence of a Union official at said meeting.

16.03 Notification of Successful Applicants

The successful applicant shall be notified as soon as possible within a maximum of four (4) weeks following the end of the posting period. In the event that the above timeline cannot be met, the Manager of Human Resources shall contact the Group Vice-President of the appropriate unit to discuss.

After notifying the successful applicant, the Human Resources Department will post their name on the board website and notify the President and Group Vice-President outlining the incumbent name, classification and location. Such notification will take place within three (3) working days.

16.04 Trial Period

She/he shall be given a trial period of sixty (60) consecutive days of work in the position. Conditional on satisfactory service, the employee shall be declared permanent after the completion of the sixty (60) days, with the exception of temporary positions.

In the event the successful applicant proves unsatisfactory in the position at any time during the trial period she/he shall be returned to her/his former position, wage or salary rate, without loss of seniority.

If the employee is unable or unwilling to continue to perform the duties of the new position, she/he may request to return to her/his former position, provided the

request is submitted in writing to the Manager of Human Resources within, and not more than, twenty (20) working days from the date of appointment. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

Freeze Period

Employees must have completed their trial period before they are eligible to apply for any position which may become available while serving their trial period, unless such a position involves an increase in hours or rate of pay.

16.05 Management Rights to Transfer Educational Assistants

Notwithstanding the above, the Board may initiate the transfer of a Special Education Assistant/Intervenor prior to the commencement of the school year where the Board has determined, in a reasonable and supportable manner, that the Special Education Assistant/Intervenor has reached their potential with the student(s) at the school to which they are assigned. This clause is intended to prioritize the needs of students and the special role that Special Educational Assistants play in working with students. Should such a transfer take place, the Educational Assistant in question shall be allowed to exercise their bumping rights and shall not suffer any reduction in hours or pay. This clause is not intended to be used for disciplinary matters.

Prior to effecting any such transfer of an Educational Assistant, the Manager of Human Resources shall arrange a meeting with the Educational Assistant, with Union representation present, to discuss the reasons for the transfer.

16.06 Management Rights to Increase Hours

- (a) The Board shall have the right to increase the hours of any Educational Assistant position up to a maximum of one half hour (.5) per day (two and one-half hours per week) without posting the position up until October 15th of any school year. This clause is to be used where the Board determines that such an increase is required in order to meet the supervisory and operational requirements of the school as a direct result of the transportation needs of the student(s) in question.
- (b) The Board shall have the right to increase the hours of any clerical position up to a maximum of one and one-half hours (1.5) per week without posting the position up until October 15th of any school year.
- (c) Where an increase in hours under the provisions of this article would result in the position being thirty-five (35) hours per week, the position shall be posted notwithstanding the provisions of this article.
- (d) Where a position is increased under the provisions of this article, the increased hours become part of the permanent hours of that position and the position must be posted the following school year. Any future increase in hours requires that the position be posted. Any reduction in hours requires that the employee be permitted to exercise their bumping rights.

16.07 The intent of this clause is to prioritize the needs of a student and the special role

that Special Educational Assistants play in working with students. In those circumstances where a situation occurs that may negatively affect a student, and where the Board has determined, in a reasonable and supportable manner that this may occur, the Manager of Human Resources shall arrange a meeting with any Educational Assistant(s) affected, with Union representation to reach a resolution.

In order to effect a resolution, the parties may agree to temporarily waive the applicable Collective Agreement language for the duration of the school year only. The effect of any such agreement will be that no seniority Educational Assistant(s) will suffer any reduction in their regular hours of work or rate of pay.

Where an agreement cannot be reached between the Board and the Union, the employee(s) revert to their rights under the Collective Agreement.

Article 17 - SENIORITY

17.01 Seniority – Division A – Educational Assistant Group

(a) For the purpose of this Agreement, a seniority employee is one who has successfully completed her/his probationary period. Casual or relief employees do not accrue seniority.

(b) **Seniority Defined**

Seniority is defined as the length of continuous service of an employee from the date of hire in a permanent full-time or permanent part-time position within Division A of the bargaining unit and shall include service with the Board prior to the certification or recognition of the Union. Seniority shall operate on a Board-wide basis within Division A only. An employee does not reclaim their former seniority date where they have lost their seniority under the provision of Article 17.08 below.

(c) There shall be one seniority list for Division A showing the employee's name, current classification as outlined in Schedule B and the date of hire of all employees who have completed their probationary period. An up-to-date seniority list shall be sent to the Union and employees via email in June and October of each year.

17.02 Seniority – Division B – Clerical Group

(a) For the purpose of this Agreement a seniority employee is one who has successfully completed her/his probationary period. Casual or relief employees do not accrue seniority.

(b) **Seniority Defined**

Seniority is defined as the length of continuous service of an employee from the date of hire in a permanent full-time or permanent part-time position within Division B of the bargaining unit and shall include service with the Board prior to the certification or recognition of the Union. Seniority shall operate on a Board-wide basis within Division B only. An employee does not reclaim their former seniority date where they have lost their seniority under the provisions of Article 17.08 below.

- (c) There shall be one seniority list for Division B showing the employee's name, current classification as outlined in Schedule B and the date of hire of all employees who have completed their probationary period. An up-to-date seniority list shall be sent to the Union and employees via email in June and October of each year.

17.03 Seniority – Division C – Early Childhood Educators

- (a) For the purpose of this Agreement, a seniority employee is one who has successfully completed her/his probationary period. Casual or relief employees do not accrue seniority.

- (b) **Seniority Defined**

Seniority is defined as the length of continuous service of an employee from the date of hire in a permanent full-time or permanent part-time position within Division C of the bargaining unit. Seniority shall operate on a Board-wide basis within Division C only. An employee does not reclaim their former seniority date where they have lost their seniority under the provision of Article 17.08 below.

- (c) There shall be one seniority list for Division C showing the employee's name, current classification as outlined in Schedule C and the date of hire of all employees who have completed their probationary period. An up-to-date seniority list shall be sent to the Union and employees via email in June and October of each year.

17.04 The seniority lists will be considered correct for all purposes unless the employee disputes its accuracy within three (3) calendar weeks from the date the list was emailed. The employee must file a written notice to the Manager of Human Resources within the specified time period outlining the grounds of objection.

17.05 In addition to Central Item C10.00 Casual Seniority Employee List

The Board shall maintain a separate non-seniority list for relief employees. An up-to-date list will be sent to the Union each June and October.

Upon hire into a permanent position and upon successful completion of the probationary period, an employee's name shall be placed on the seniority list and credit shall be given for all hours worked from the most recent date of hire.

Each year of seniority shall be calculated as follows:

Clerical	1,820 hours worked equals one (1) year of seniority
EA	1,164 hours of work equals one (1) year of seniority
ECE	1,212 hours worked equals one (1) year of seniority

17.06 Where more than one (1) employee is hired on the same day, their seniority position shall be determined by the time of day the employee was hired.

17.07 Probation for Newly Hired Employees

- (a) A newly hired employee shall be on probation until she/he has worked a period of eighty (80) working days. After successful completion of the probationary period, the employee's name shall be placed on the seniority list(s) and credit shall be given from the date of appointment to a permanent position. One (1) working day will be defined as one (1) scheduled day of work regardless of the number of scheduled hours of work per day. The probationary employee, however, shall be entitled to all other rights and privileges under this agreement, other than those from which they are specifically excluded.

Probationary employees must complete their probationary period before they are eligible to apply for any temporary or permanent positions which may become available while serving their probationary period.

Notwithstanding the above, with the agreement of the parties, an employee may be eligible to apply for a temporary or permanent position where it can be determined that the temporary or permanent position does not conflict with their probationary position.

- (b) The Board may terminate the employment of a probationary employee for cause. In the event of a dispute between the Board and the Union regarding such discharge the standard of review shall be a lesser standard than just cause.
- (c) The probationary period of a full-time or part-time 12-month employee shall be extended by thirty (30) working days to provide for the opportunity to evaluate the performance of a probationary employee in the case where the supervisor is an academic employee and is off work for the summer months of July and August.
- (d) In the event that a relief employee is appointed to a permanent full-time/part-time position, within twelve months of serving the equivalent of the probationary period as per Article 17.07(a) while replacing a full-time/part-time employee on a continuous basis, such employee will be deemed to have completed their probationary period.

17.08 Loss of Seniority

An employee's established seniority shall be considered broken, forfeited and employment terminated when such employee:

- (a) resigns/retires
- (b) is terminated for just cause
- (c) is laid off for a period in excess of twenty-four (24) consecutive months
- (d) fails to return to work within fifteen (15) working days of being recalled
- (e) is absent from work for more than three (3) consecutive days without a bonafide reason or without notifying the supervisor

- 17.09 (a) Further to Article 17.08 above, where an employee is absent from work due to illness or accident, their seniority and benefit coverage shall be as follows:

- (i) during the first twenty-four (24) consecutive months of such absence the Board will continue to provide benefit coverage as set out in Article 27.
 - (ii) at the end of such twenty-four (24) month period the provisions of all benefits except for Life Insurance for such employees will cease. After twenty-four (24) months of such absence a seniority employee for whom the Board is no longer required to contribute toward the premium for benefits as specified in Article 28, may continue to participate in said benefits up to age sixty-five (65), subject to the terms and conditions of the respective benefit carriers of such plans including continuing eligibility, and provided the employee pays to the Board the full cost of the premium(s) by way of pre-authorized debit paid by the fifteenth (15th) day of each month.
 - (iii) the employee will continue to accumulate seniority during the twenty-four (24) month period after which time the employee will cease to accrue any additional seniority.
- (b) The Board and the Union recognize their obligations to accommodate injured or disabled employees. Should an employee be medically certified as fit to return to work and able to perform the essential duties of a position in the bargaining unit and this is confirmed by a Board appointed medical practitioner, the employee may be accommodated with a similar position to the position which the employee held prior to the date the employee stopped accruing seniority. The following conditions shall apply:
- (i) Seniority. The employee shall not accrue any additional seniority from the date at which they stopped accruing seniority after the twenty-four (24) month period as per Article 17.09 (a)(iii) above to the date of reinstatement.
 - (ii) Retirement Gratuity. No employee will be entitled to more than one retirement gratuity from the Board.
 - (iii) Whether or not the Board is obligated to re-employ the employee shall be determined in accordance with the duty to accommodate up to the point of undue hardship under the Ontario Human Rights Code.

The Board, the Union, the employee in question and any other affected Board employees will make all reasonable efforts to assist in the accommodation of the employee.

17.10 Transfer and Seniority Outside Bargaining Unit – Temporary Position

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If an employee is transferred to a position outside of the bargaining unit, she/he shall retain her/his seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to a position in the bargaining unit within six (6) months. If an employee returns to the bargaining unit, she/he shall be placed in a job consistent with her/his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Mutual agreement shall be required between the Union and the Board in order for seniority to extend beyond the six (6) months. Where no agreement is achieved and the employee continues to work in the position for a period beyond six (6) months, the employee shall forfeit all seniority.

For the six (6) month period referred to above, the employee shall have recourse to the grievance procedure under the collective agreement with respect to disciplinary matters and shall pay union dues in accordance with Article 7.

Notwithstanding the above, an employee who transfers shall retain her/his seniority in this bargaining unit up to the date of leaving the unit to a maximum of twelve (12) consecutive months, as long as the employee remains a member of another CUPE bargaining unit of the Board.

17.11 Transfer and Seniority Outside Bargaining Unit – Permanent Management Position

The appointment or selection of employees for management positions are outside of the bargaining unit and are not subject to this agreement. An employee so appointed or selected shall retain her/his seniority accumulated up to the date of leaving the bargaining unit for a period not to exceed six (6) months after which time all seniority rights within the bargaining unit shall be terminated.

If such employee returns to the bargaining unit, within the six (6) month period, she/he shall be placed in a job consistent with her/his seniority only in the event of a vacancy/job posting provided they hold the qualifications, skills and ability to perform the duties of the position in question. Such return shall not result in a layoff or bumping of any employee. Should no vacancy be available, the employee shall be deemed to be on lay-off and will retain her/his seniority in accordance with Articles 18 & 19.

Article 18 - LAYOFFS AND RECALL (EDUCATIONAL ASSISTANTS)

18.01 (a) An employee is considered to be laid off when:

- (i) there is reduction in the employee's regular hours of work, or
- (ii) an employee's position is declared redundant.

(b) If conditions (a)(i) or (a)(ii) apply at a work site with multiple employees, senior employees at that work site may elect to accept the layoff. This offer will be made to all employees at the work site, by email. All employees at the work site will be given five (5) working days to notify the Human Resources Department by email of their interest in accepting the redundancy. The most senior employee who expresses an interest will satisfy the redundancy. If no employee expresses an interest, the most junior employee at the work site will be declared redundant.

(c) Community is defined as: the former Board area of Sault Ste. Marie; the former Board area of Chapleau; the former Board area of Michipicoten; Hornepayne, Blind River and Elliot Lake together; Espanola and Massey together.

18.02 In all cases, the employee who is to displace another employee through bumping must have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

18.03 The parties recognize the need to reduce disruption within the schools created by bumping during the school year. As a result, in the event of any layoff (as defined in Article 18.01) which occurs after January 1st of any school year, the Board shall have the managerial right to transfer the Educational Assistant in question to another position within the same community that is the same number of hours per week or greater, at the same rate of pay or greater, for the duration of the school year. Retention of the Educational Assistant at the current worksite shall be the first consideration. The position the Educational Assistant is transferred to may be available as a result of a vacancy or may be newly created by the Board. The laid off Educational Assistant may then exercise their seniority rights for the following school year.

18.04 (a) **Within the Community**

In the event of a layoff as defined in 18.01 above, an employee about to be laid off may:

- (i) accept the reduced hours in the event of a reduction in hours, or, accept the layoff and elect to have their name placed on the priority list for relief work for their community. An employee who elects not to exercise their bumping rights shall not be allowed to exercise them at a later date; or
- (ii) exercise their seniority rights by bumping any employee within the same community with less seniority regardless of the number of hours of work.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(b) **Board-Wide Seniority**

Where an employee is to be laid off and there is not a more junior Educational Assistant within the same community, the employee shall be allowed to exercise their seniority on a Board-wide basis.

However, unlike in (a) above, where an employee seeks to bump a more junior employee in a different community, she or he shall be required to bump the most junior employee in the community in question who works the same number of hours. Where there is no junior employee in the community in question who works the same number of hours, the employee shall be permitted to bump up in hours.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority

rights in the opinion of the Board.

Prior to allowing an employee to exercise their bumping rights outside of their community, for any layoff that occurs after March 1st, the Board shall have the right to exercise the provisions of Article 18.03 above in the community in which the employee seeks to exercise their bumping rights. As per 18.03 above, the employee would then exercise their bumping rights for the following school year.

18.05 Recall Procedure

Notwithstanding the process described below, the normal practice and procedure for recalling Educational Assistants at the commencement of the school year shall be to return them to the position they held at the end of the previous school year provided the position is still available (ie. same location, same number of hours, same classification). Where there has been a change in any of these conditions (location, hours, classification), the Educational Assistant will have the opportunity to exercise their rights as per this article.

Employees shall be recalled in reverse order of layoff provided the employee being recalled possesses the necessary qualifications, skills and ability to perform the work. Employees being recalled shall be notified by registered mail to their last address on the records of the Human Resources Department and shall have a period of fifteen (15) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall be deemed terminated.

It shall be the duty of all employees to notify the Human Resources Department promptly, in writing, of any change in address. Should the employee fail to do this, the Board shall not be responsible for failure of a notice to reach her/him and any notice sent by the Board by Registered Mail to the address which appears on the Personnel Record, shall be deemed conclusively to have been received by the laid off employee.

18.06 Seniority employees shall be placed on the recall list for thirty-six (36) consecutive months from their effective date of layoff. If after thirty-six (36) consecutive months they are not recalled, their names shall be removed from the recall list. There is no obligation on the Board to rehire employees who have been removed from the recall list after thirty-six (36) months.

18.07 Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated. Exceptions to this would include employees declining due to illness or pregnancy as certified by a qualified physician or other reasons deemed acceptable by the Board.

An employee will not be required to accept a recall that is less than sixty percent (60%) of the hours the employee was regularly scheduled to work prior to being laid off. An employee is also not required to accept a recall that is less than two (2) hours per day unless the employee worked less than two (2) hours per day in the position they held prior to layoff.

An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 18.01(b) above.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for twenty-four (24) months as per Article 18.06. Thus, an employee who refuses recall shall lose their seniority as per Article 18.06, thirty-six (36) months after a layoff.

- 18.08 An employee who is laid off from work shall have for thirty-six (36) consecutive months from date of layoff, the opportunity for relief work within their community provided the employee has submitted written notice to the Board designated official of her/his desire for relief work. Upon receipt of the written notice the laid off employee's name will be added to the Relief List. The opportunities for relief work will be offered to laid off employees in order of seniority prior to such work being offered to relief employees, provided the laid off employee possesses the qualifications, skills and ability to perform the work. Employees laid off from work who are offered relief work shall continue in the relief position for the duration of the available opportunity with the exception of positions being posted in accordance with Article 16. Seniority shall not be used by an employee laid off from work for placement into preferred opportunities.
- 18.09 Premiums for benefits shall not be paid by the Board while an employee is laid off. Employees who participate in the Board's benefits plan will have the opportunity to continue their benefits coverage during the summer layoff on an employee-paid basis provided the employee pays to the Board the full cost of the premium(s). Employees who are not recalled for work by October 31st shall have their participation in the benefits plan terminated.

Employees who are on lay-off and working in a "priority call-out" relief capacity for the Board are also not eligible for benefits even where this employment results in the employee working full-time hours on a regular basis.

Article 19 - LAYOFFS AND RECALL (CLERICAL)

19.01 (a) Definition of Terms

- (i) **Level** is defined as the wage rate applicable to the position as described in Schedule A.
- (ii) **Job Classification** is defined as the actual job as outlined in Schedule B.
- (iii) **Community** is defined as: the former Board area of Sault Ste. Marie; the former Board area of Chapleau; the former Board area of Michipicoten; Hornepayne; Blind River and Elliot Lake together, Espanola and Massey together.

19.02 An employee is considered to be laid off when:

- (a) there is a reduction in the employee's regular hours of work, or
- (b) an employee's position is declared redundant.

If conditions (a) or (b) apply at a work site with multiple employees, senior employees at that work site may elect to accept the layoff. This offer will be made to all employees at the work site by phone or email. All those expressing an interest will be given consideration in order of seniority, until the redundancy is satisfied. If no employee expresses an interest, the most junior employee at the work site will be declared redundant.

19.03 In all cases of layoff, bumping and recall, the employee seeking to exercise their seniority rights must possess the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

19.04 **LAYOFF PROCESS AND GUIDING PRINCIPLES**

(a) **Within the Community**

In the event of a layoff as defined in 19.02 above, an employee about to be laid off may:

- (i) accept the reduced hours in the event of a reduction in hours, or, accept the layoff and elect to have their name placed on the priority list for relief work for their community. An employee who elects not to exercise their bumping rights shall not be allowed to exercise them at a later date; or
- (ii) exercise their seniority rights by bumping any employee within the same community with less seniority regardless of the number of hours of work.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(b) **Board-Wide Seniority**

Where an employee is to be laid off and there is not a more junior employee within the same community, the employee shall be allowed to exercise their seniority on a Board-wide basis.

However, unlike in (a) above, where an employee seeks to bump a more junior employee in a different community, she or he shall be required to bump the most junior employee in the community in question who works the same number of hours. Where there is no junior employee in the community in question who works the same number of hours, the employee shall be permitted to bump up in hours.

The employee may not bump into a higher rate wage classification unless they have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion of the Board.

(c) **Limitations Applicable to all Bumps**

Where a bump or transfer would result in the displacement of a Category D (or higher) employee or an employee holding a position that is greater than 10 months (ie. 11 or 12 months), the Board shall interview and test, where applicable, the employee seeking to exercise their bumping rights. In order for the employee seeking to exercise their bumping rights to displace such an

employee, they must possess the qualifications, skills and ability to perform the duties of the position in the opinion of the Board. Consideration will be given to whether the candidate has held the position previously and how recently they held the position and/or whether they have performed the same or similar duties in another position or positions.

- (d) No employee shall use this Article to obtain a transfer which is not required in order to maintain their wage status, but is attempted merely to change their location/place of work (ie. change from one school to another).

19.05 If more than one (1) employee has the right to bump at the same time, the most senior employee as indicated on the most recent Seniority List (as per Article 17) will complete the entire bumping process, proceeding to the next most senior employee and so on.

19.06 Recall Procedure

- (a) When Seniority Employees are being recalled to work they will be recalled in reverse order of layoff, provided the employee to be recalled possesses the necessary qualifications, skills and ability to perform the work. Employees being recalled shall be notified by registered mail to their last address on the records of the Human Resources Department and shall have a period of fifteen (15) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall be deemed terminated.

- (b) It shall be the duty of all employees to notify the Human Resources Department promptly, in writing, of any change of address. Should the employee fail to do this, the Board shall not be responsible for failure of a notice to reach her/him, and any notice sent by the Board by registered mail to the address which appears on Record, shall be deemed conclusively to have been received by the laid off employee.

19.07 Seniority employees shall be placed on the recall list for thirty-six (36) consecutive months from their effective date of layoff. If after thirty-six (36) consecutive months they are not recalled, their names shall be removed from the recall list. There is no obligation of the Board to rehire employees who have been removed from the recall list after thirty-six (36) months.

19.08 Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated.

Exceptions to this would include employees declining due to illness or pregnancy as certified by a qualified physician or any other reason deemed acceptable by the Board.

- 19.09 (a) An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 19.01 (a) above.
- (b) An employee will not be required to accept a recall that is less than sixty percent (60%) of the hours the employee was regularly scheduled to work prior to being laid off.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for thirty-six (36) months as per Article 19.07. Thus, an employee who refuses recall shall lose their seniority as per Article 19.07, thirty-six (36) months after a lay-off.

- 19.10 An employee who is laid off from work shall have for thirty-six (36) consecutive months from date of layoff, the opportunity for relief work within their community provided the employee has submitted written notice to the Board designated official of her/his desire for relief work. Upon receipt of the written notice the laid off employee's name will be added to the Relief List. The opportunities for relief work will be offered to laid off employees in order of seniority prior to such work being offered to relief employees, provided the laid off employee possesses the qualifications, skills and ability to perform the work. Employees laid off from work who are offered relief work shall continue in the relief position for the duration of the available opportunity with the exception of positions being posted in accordance with Article 16. Seniority shall not be used by an employee laid off from work for placement into preferred opportunities.
- 19.11 Premiums for benefits shall not be paid by the Board while an employee is laid off. Employees who participate in the Board's benefits plan will have the opportunity to continue their benefits coverage during the summer layoff on an employee-paid basis provided the employee pays to the Board the full cost of the premium(s). Employees who are not recalled for work by October 31st shall have their participation in the benefits plan terminated.

Employees who are on lay-off and working in a "priority call-out" relief capacity for the Board are also not eligible for benefits even where this employment results in the employee working full-time hours on a regular basis.

Article 20 - LAYOFFS AND RECALL (EARLY CHILDHOOD EDUCATORS)

- 20.01 (a) An employee is considered to be laid off when:
- (i) there is reduction in the employee's regular hours of work, or
 - (ii) an employee's position is declared redundant.
- (b) If conditions (a)(i) or (a)(ii) apply at work site with multiple employees, senior employees at that work site may elect to accept the layoff. This offer will be made to all employees at the work site, by email. All those expressing an interest will be given consideration in order of seniority, until the redundancy is satisfied. If no employee expresses an interest, the most junior employee at the work site will be declared redundant.
- (c) Community is defined as: the former Board area of Sault Ste. Marie; the former Board area of Chapleau; the former Board area of Michipicoten; Hornepayne, Blind River and Elliot Lake together; Espanola and Massey together.
- 20.02 In all cases, the employee who is to displace another employee through bumping must have the qualifications, skills and ability to perform the work of the position in question at the time they are seeking to exercise their seniority rights in the opinion

of the Board.

20.03 The parties recognize the need to reduce disruption within the schools created by bumping during the school year. As a result, in the event of any layoff (as defined in Article 20.01) which occurs after January 1st of any school year, the Board shall have the managerial right to transfer the Early Childhood Educator in question to another position within the same community that is the same number of hours per week or greater, at the same rate of pay or greater, for the duration of the school year. Retention of the Early Childhood Educator at the current worksite shall be the first consideration. The position the Early Childhood Educator is transferred to may be available as a result of a vacancy or may be newly created by the Board. The laid off Early Childhood Educator may then exercise their seniority rights for the following school year.

20.04 (a) **Within the Community**

In the event of a layoff as defined in 20.01 above, an employee about to be laid off may:

- (i) accept the reduced hours in the event of a reduction in hours, or, accept the layoff and elect to have their name placed on the priority list for relief work for their community. An employee who elects not to exercise their bumping rights shall not be allowed to exercise them at a later date; or
- (ii) exercise their seniority rights by bumping any employee within the same community with less seniority regardless of the number of hours of work.

(b) **Board-Wide Seniority**

Where an employee is to be laid off and there is not a more junior Early Childhood Educator within the same community, the employee shall be allowed to exercise their seniority on a Board-wide basis.

However, unlike in (a) above, where an employee seeks to bump a more junior employee in a different community, she or he shall be required to bump the most junior employee in the community in question who works the same number of hours. Where there is no junior employee in the community in question who works the same number of hours, the employee shall be permitted to bump up in hours.

Prior to allowing an employee to exercise their bumping rights outside of their community, for any layoff that occurs after January 1st, the Board shall have the right to exercise the provisions of Article 20.03 above in the community in which the employee seeks to exercise their bumping rights. As per 20.03 above, the employee would then exercise their bumping rights for the following school year.

20.05 **Recall Procedure**

Notwithstanding the process described below, the normal practice and procedure for recalling Early Childhood Educators at the commencement of the school year shall be

to return them to the position they held at the end of the previous school year provided the position is still available (ie. same location, same number of hours). Where there has been a change in any of these conditions (location, hours), the Early Childhood Educator will have the opportunity to exercise their rights as per this article.

Employees shall be recalled in reverse order of layoff provided the employee being recalled possesses the necessary qualifications, skills and ability to perform the work. Employees being recalled shall be notified by registered mail to their last address on record in the Human Resources Department and shall have a period of fifteen (15) working days to respond. If no response is received from the seniority employee within this time limit, the seniority employee shall be deemed terminated.

It shall be the duty of all employees to notify the Human Resources Department promptly, in writing, of any change in address. Should the employee fail to do this, the Board shall not be responsible for failure of a notice to reach her/him and any notice sent by the Board by registered mail to the address which appears on record, shall be deemed conclusively to have been received by the laid off employee.

20.06 Seniority employees shall be placed on the recall list for thirty-six (36) consecutive months from their effective date of layoff. If after thirty-six (36) consecutive months they are not recalled, their names shall be removed from the recall list. There is no obligation on the Board to rehire employees who have been removed from the recall list after thirty-six (36) months.

20.07 Any seniority employee on the recall list who refuses to accept an available position within the community in which they were formerly employed shall be terminated. Exceptions to this would include employees declining due to illness or pregnancy as certified by a qualified physician or other reasons deemed acceptable by the Board.

An employee will not be required to accept a recall that is less than sixty percent (60%) of the hours the employee was regularly scheduled to work prior to being laid off. An employee is also not required to accept a recall that is less than two (2) hours per day unless the employee worked less than two (2) hours per day in the position they held prior to layoff.

An employee shall be given the opportunity, but shall not be required to accept, a recall to a position which is outside of their community as defined in 20.01(b) above.

An employee who declines a recall, however, shall not be permitted to bump into a position at any later date. The employee shall continue to have recall rights for thirty-six (36) months as per Article 20.06. Thus, an employee who refuses recall shall lose their seniority as per Article 20.06, thirty-six (36) months after a layoff.

20.08 An employee who is laid off from work shall have for thirty-six (36) consecutive months from date of layoff, the opportunity for relief work within their community provided the employee has submitted written notice to the Board designated official of her/his desire for relief work. Upon receipt of the written notice the laid off employee's name will be added to the Relief List. The opportunities for relief work will be offered to laid off employees in order of seniority prior to such work being offered to relief employees. Employees laid off from work who are offered relief work shall continue in the relief position for the duration of the available opportunity with the exception of positions being posted in accordance with Article 16. Seniority shall

not be used by an employee laid off from work for placement into preferred opportunities.

- 20.09 Premiums for benefits shall not be paid by the Board while an employee is laid off. Employees who participate in the Board's benefits plan will have the opportunity to continue their benefits coverage during the summer layoff on an employee-paid basis provided the employee pays to the Board the full cost of the premium(s). Employees who are not recalled for work by October 31st shall have their participation in the benefits plan terminated.

Employees who are on lay-off and working in a "priority call-out" relief capacity for the Board are also not eligible for benefits even where this employment results in the employee working full-time hours on a regular basis.

Article 21 - HOURS OF WORK

21.01 (a) Full-Time Employees

Clerical:

An employee shall only be considered a full-time employee where the employee is regularly scheduled to work at least thirty-five (35) hours per week twelve (12) months per year.

Educational Assistants:

An employee shall only be considered a full-time employee where the employee is regularly scheduled to work a minimum of twenty-five (25) hours per week during the school year. The normal hours of work shall be up to seven (7) hours per day to a maximum of thirty-five (35) hours per week.

(b) Part-Time Employees

Clerical:

An employee shall be considered a part-time employee where the employee is regularly scheduled to work less than thirty-five (35) hours per week twelve (12) months per year or thirty-five (35) hours per week or less, for less than twelve (12) months per year.

Educational Assistants:

An employee shall be considered a part-time employee where the employee is regularly scheduled to work less than twenty-five (25) hours per week during the school year.

(c) Hours of Work

The hours of work for Clerical and Educational Assistants shall normally be scheduled between 7:30 a.m. and 5:15 p.m. Monday to Friday. The hours of work for the Early Childhood Educators shall normally be scheduled between the hours of 6:30 am and 6:30 pm. The work schedule will be arranged with the employee's immediate supervisor.

At work sites that implement the Balanced Day, the Educational Assistant positions shall not be considered split shifts.

Notwithstanding the above, the person assigned to the Switchboard Operator/Call-out Allocator position may be scheduled between the hours of 6:45 a.m. and 5:00 p.m.

In the event that the hours of work are scheduled with a break of more than one and a half (1.5) hours, the Board will notify the Union and provide an opportunity to discuss in advance.

(d) Relief Employees

- (i) A relief employee is one who works as a temporary replacement for a full-time/part-time employee, or who works in a department/school where assistance is required on occasion, with a full-time/part-time employee.
- (ii) Relief employees shall not attain seniority and time worked by a relief employee shall not be considered as time served for the probationary period.
- (iii) Relief employees will only receive the salary as outlined in the current Collective Agreement and vacation pay and statutory holiday pay in accordance with the Employment Standards Act.
- (iv) The Board has the right to engage relief employees as required so long as they, in so doing, do not lessen the regular work week of a full or part-time employee.
- (v) The Board agrees to make all reasonable efforts to fill vacant Clerical or Educational Assistant positions, as required, from the Relief employee's pool.

Relief employees shall be called out in the following order:

- (1) Laid off employees as per Articles 18.00 and 19.00
- (2) In rotation, giving consideration to special circumstances.

The union will be provided, on a monthly basis, with a list of all relief employees who have declined assignments and the reason.

(e) Probationary Employees

A probationary employee is one who is serving the probationary period as required under Article 17.07.

21.02 Rest Period/Lunch Break

The employee's work day shall be divided to provide for two (2) fifteen (15) consecutive minute rest periods with pay during the first half and second half of each work day. Further, employees shall be allowed a lunch break without pay, of not less than thirty (30) minutes.

Part-time employees who work less than eight (8) hours shall be entitled to breaks

and lunch periods based on the hours of work as outlined in the Employment Standards Act. Part-time employees who work a shift that is less than three (3) hours in duration over a twenty-four (24) hour period from 12:00 a.m. to 11:59 p.m. shall not be provided with a rest period.

In circumstances where it is deemed necessary for an employee to work through any rest period/lunch break, and authorization from a designated Board official, has been obtained prior to such event, the employee shall have the option of equal time off at the regular rate of pay at a time mutually agreed upon between the employee and Board designated official or monetary compensation at the regular rate of pay.

21.03 Overtime Defined

- (a) Overtime rates of time and one-half (1 1/2) shall be paid for all authorized work in excess of the regular hours of work as defined in 21.01(a) above. All overtime must be authorized beforehand by the Board Designated Official.
- (b) The Board shall have the right to offer employees work that shall be paid at straight time rates in excess of the regular hours of work as defined in 21.01(a) above, subject to the following:
 - (i) The employee shall have the right to refuse work in excess of the maximum hours listed in 21.01(a) above.
 - (ii) Work shall be paid at straight time rates up to forty (40) hours subject to the following:
 - (1) All overtime work must be authorized beforehand by the Designated Board Official.
 - (2) In the case of twelve (12) month, thirty-five (35) hours per week employees, vacation shall be paid in a monetary form for the above noted work at the employee's appropriate vacation entitlement.

21.04 Where an employee has agreed to work overtime, the employee shall have the option of equal time off at the rate of time and one-half (1.5), at a time mutually agreed between the employee and her/his supervisor, except with regards to the work described in 21.03 (b).

21.05 Turn Around Time

An employee required to start a new shift within sixteen (16) hours of completing her/his previous shift including authorized overtime shall be paid at the rate of time and one-half (1.5) for all hours which fall within the sixteen (16) hour turn around time.

21.06 Payment For or Supply of Meals

An employee required to work more than three (3) hours of authorized overtime shall be provided with a meal or an allowance of seven (\$7.00) dollars by the Board. An additional fifteen (15) minutes paid break will be allowed for each additional two (2) hours of overtime.

21.07 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

21.08 Elementary School Secretaries, Secondary School Secretaries, Librarian Secretaries and Support Services Secretaries will work on regularly scheduled teaching days according to the school year calendar including Professional Activity Days. In the event a particular school receives approval to utilize employees for two (2) weeks (or any portion thereof) prior to the commencement of the school year, or for two (2) weeks (or any portion thereof) after the end of the school year, the employee who is regularly assigned this work will be given the first right of refusal to perform such work. Such work shall be scheduled within the provisions of 21.01 (c) above.

21.09 Where an employee is required by her/his supervisor to attend a meeting outside her/his regular working hours, and where it is authorized by a designated Board official in advance, the employee shall be paid at her/his regular rate of pay for the duration of the meeting. Attendance at such meetings shall be voluntary.

21.10 Nothing in this Collective Agreement shall be construed as a guarantee of hours of work per day, per week or of days of work per week or weeks per year.

Article 22 - PROFESSIONAL ACTIVITY DAYS

22.01 (a) Professional Activity Days are considered work days for all seniority employees and employee working in a temporary relief position. Employees will be paid at their regular rate of pay for their normally scheduled hours of work. Time spent in addition to their normally scheduled hours is optional and is without pay.

(b) The Board encourages professional development for all members. A professional development committee with representation from management and three (3) CUPE, Local 4148 members (including the Group Vice-Presidents) shall be established. CUPE, Local 4148 is recognized as an equal participant in the professional development committee.

It is agreed that the committee shall meet no later than thirty (30) days prior to each PA day, or as determined by the committee. The committee will review professional development issues and make recommendations for the upcoming professional development day(s).

Article 23 - SICK LEAVE PROVISIONS

(In addition to Central Item C6.00 Sick Leave and Central Letter of Understanding #8)

The parties are committed to managing employee attendance through a positive, supportive environment that promotes the best possible attendance. This shall not limit the employees' right to utilize their sick leave for legitimate reasons.

23.01 Sick Leave Defined

(a) Sick leave means the period of time an employee is absent from work without loss of pay by virtue of being sick or disabled, or under examination or

treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

- (b) Employees who are in receipt of Long Term Disability benefits, or who are laid off, or on authorized sick leave or authorized leave of absence for a period of greater than thirty (30) consecutive days will not be eligible for the Sick Leave Allowance entitlement for the period they are on such leave, layoff or benefit.

The above does not apply to WSIB benefits for the first twelve (12) months of absence.

23.02 Sick Leave Plan

For current sick leave language, refer to Central Item C6.00 Sick Leave

Previous Language:

- (a) All seniority employees working on a regular and continuous basis are entitled to sick leave commencing the first full month of employment as follows:
 - (i) Seniority employees who work thirty-five (35) hours per week, twelve (12) months per year shall receive a total annual Sick Leave Allowance of fifteen (15) days, provided at the rate of seven and one-half (7.5) days September 1st and seven and one-half (7.5) days January 1st cumulative to one hundred and fifty (150) days.
 - (ii) Seniority employees who work twenty-five (25) hours or more per week, ten (10) months per year shall receive a total annual Sick Leave Allowance of twelve (12) days, provided at the rate of six (6) days September 1st and six (6) days January 1st cumulative to one hundred and fifty (150) days.
 - (iii) Part-Time seniority employees shall have their Sick Leave Allowance pro-rated in accordance with the number of hours regularly worked and the stipulations of Article 23.02 (b)(c).

- (b) A seniority employee absent from work due to illness pursuant to this Article will have one sick day credit deducted from her/his Sick Leave Allowance for each scheduled day she/he is absent from work. No wages shall be paid to employees for absence beyond the number of days to their credit in the Sick Leave Plan.
- (c) Part-Time employees, as described in Article 23.02 (a)(iii), will have their Sick Leave entitlement pro-rated. For clerical employees, the hours are prorated against a thirty-five (35) hours per week full-time equivalent. For educational assistants, the hours are prorated against a twenty-five (25) hour per week full-time equivalent.
- (d) The Board reserves the right to request a medical certificate from any employee.

When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

Previous Language:

- (e) For the purpose of Article 23.02(a) above, employees of a predecessor Board who are employed with the Huron-Superior Catholic District School Board as of the date of ratification who possess a sick day bank of greater than one hundred and fifty (150) days, shall have their sick day bank grandparented and capped. The number of days in the employee's bank on the date of ratification shall become that employee's maximum sick leave bank to a maximum of two hundred (200) days.

23.03 A seniority employee suffering from illness or disability for long duration and whose Sick Leave Credits are exhausted, will receive benefits equal to and according to the rules and regulations of the *Canada Employment Insurance Act* until she/he returns to work or is eligible for Long Term Disability or until the end of the 15th week of illness or as amended by the *Canada Employment Insurance Act*.

23.04 Sick Leave Record

The Board will advise each employee of their sick leave balance on each bi-weekly electronic pay stub.

Article 24 - LEAVE OF ABSENCE

24.01 Union Business or Public Office:

- (a) All leaves of absence shall be without pay and without cost to the Board. It is further understood that the Union will reimburse the Board for the cost of wages, vacation and insurance benefit premiums. The Board shall invoice the local union treasurer and shall provide the following information: date of leave, name of employee, purpose of the leave, hours of work, hourly rate. All time while on leave shall be considered as time worked for the purposes of calculating service, seniority, and any other benefit under the Collective Agreement.
- (b) Leaves of absence will be granted except in case of emergency for Union Conventions, Conferences, Seminars or Education, etc., providing such leaves involve no more than five (5) seniority employees at one time. Work locations of such employees shall not determine the number who can be absent, operational need shall be the determining factor. Approval shall not be unreasonably denied.
- (c) The President, Vice-President or Group Vice-Presidents of the Local Union or a member of the National or Provincial Executive Board, will each be granted up to an additional thirty (30) days per calendar year, for the purpose of attending to the duties of their office.
- (d) Leave of absence in excess of thirty (30) consecutive days may be granted provided it does not interfere with the Board's operations. A leave of absence in excess of thirty (30) days shall be without benefits. A seniority employee granted a leave of absence may maintain benefit coverage by paying the

required premiums herself/himself subject to the Board notifying the insurer and the eligibility of coverage.

- (e) All requests for leaves of absence shall be made in writing by the Group Vice Presidents/designate of the Local to the Board designated official giving at least one (1) weeks' notice wherever possible. Replies shall also be given in writing by the Board designated official.
- (f) A seniority employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Board but without pay or without cost to the Board for a period up to two (2) years. Such leave may be renewed upon written request during her/his term of office. Such absence shall be without loss of seniority for recall and placement purposes but such employees shall not accumulate nor use sick leave during the entire leave of absence.
- (g) A seniority employee who is elected to public office shall be granted a leave of absence by the Board but without pay or without cost to the Board for a period up to two (2) years. Such leave may be renewed upon written request during her/his term of office. A seniority employee granted a leave of absence under this clause shall have their benefits terminated. An employee shall not accumulate nor use sick leave during the entire leave of absence.

24.02 **Funeral Leave**

- (a)
 - (i) A seniority employee shall be entitled to a leave of absence without deduction of salary up to a maximum of five (5) working days for the purpose of attending a funeral of a member of her/his immediate family, if the deceased member lived one hundred and sixty (160) kilometres or more from the employee's residence.
 - (ii) A seniority employee shall be entitled to leave of absence without deduction of salary up to a maximum of three (3) working days for the purpose of attending a funeral of a member of her/his immediate family, if the deceased member lived in the community of the employee or within one hundred and sixty (160) kilometres of the employee's residence.
 - (iii) A seniority employee shall be entitled to a leave of absence, without deduction of salary, for one (1) working day for the purpose of attending the funeral of a relative outside of the immediate family.

Immediate family is defined as being: parents, step-parents, parents-in-law, husband, wife, children, step-children, sons-in-law, daughters-in-law, brothers, sisters, grandparents, grandparents-in-law and grandchildren, brothers-in-law, sisters-in-law. Foster children living in employee's home at the time of their death shall also be considered as immediate family. Outside of immediate family is defined as being: aunts, uncles, cousins, nieces and nephews.

- b)
 - (i) If a seniority employee cannot attend a funeral which is further than one hundred and sixty (160) kilometres from her/his residence then the funeral allowances specified in 24.02(a) shall be granted.

- (ii) If a seniority employee is unable to attend the funeral of a member of the immediate family who passed away in another country, then the employee will be granted a one (1) working day leave of absence with pay. Further to the above a seniority employee shall be entitled to a leave of absence without deduction of salary up to a maximum of three (3) working days in case of the death, which occurs outside of the community [as defined above in (i)] in which the employee lives, of a parent, husband, wife, children and her/his step-children, if the employee or her/his spouse are unable to attend the funeral.
- (c) It is understood that the provisions of this Article will also apply if such an occurrence falls within the vacation period of an employee; the employee shall receive the leave of absence with pay in addition to her/his vacation period. Any employee on sick leave or compensation will not be deducted sick leave credits for the days of the funeral leave entitlement.
- (d) In the circumstances above in 24.02 (a)(b)(c), the employee shall provide documentation to the Board by completing the standardized form provided by the Board.

24.03 Pregnancy/Parental Leave

(In addition to Central Letter of Understanding #2)

- (a) Upon written request to the Board designated official, Pregnancy and/or Parental Leave shall be granted to employees, without pay, in accordance with the Employment Standards Act, R.S.O., 1990, Chapter E. 14.
- (b) Where possible, at the completion of the statutory Pregnancy/Parental Leave, the employee shall return to her/his former position or to a comparable position in the same community in which the employee worked prior to the leave.

For the purposes of this clause, the following areas constitute a "community": Massey and Espanola together; Elliot Lake and Blind River together; the city of Sault Ste. Marie; the former Board jurisdiction of Chapleau; the former Board jurisdiction of Michipicoten; Hornepayne.

Should a comparable position not exist within the community in which the employee formerly worked immediately before the pregnancy or parental leave, the employee shall have the opportunity to exercise their rights elsewhere within the bargaining unit.

- (c) The Board shall continue to pay the premiums for benefits for the maximum allowed under the Employment Standards Act for Parental Leave and Pregnancy Leave. These benefits will be provided for part-time employees in accordance with Article 28.01.
- (d) An employee shall be granted a leave of absence without deduction of salary to a maximum of two (2) days upon the birth/adoption of a child or children. This leave shall be taken:

the day previous to the birth or adoption

or
the day of the birth or adoption
or
within five (5) working days of the birth or adoption
or
within five (5) working days of the child's release from hospital following birth
or adoption.

24.04 Other Leaves

- (a) Leaves of absence without pay for any reason other than those noted in Articles 24.01, 24.02, 24.03 and 24.04 may be granted upon written application to the Board designated official at least one (1) week prior to the requested leave. Such leaves are granted at the discretion of the Board. In case of emergency the one week prior notice will be waived. At the discretion of the Board, the leaves described below will be subject to the described time limits:
- (i) where a leave is granted to allow an employee to pursue another job opportunity, such leave shall not exceed three (3) months;
 - (ii) where a leave is granted to pursue education, such leave shall not exceed one (1) year;
 - (iii) where a leave is granted as result of the job transfer or relocation of a spouse, such leave shall not exceed one (1) year.
 - (iv) **General Leave**
An employee shall be granted a leave of absence up to one (1) year when she/he requests such leave. Such request shall be in writing and approved by the Board. Such approval shall not be withheld without just cause.
- Consideration of such leaves will be done in a fair and impartial manner.
- (b) An employee granted an educational leave of absence as outlined in 24.04(a)(ii), may maintain her/his benefit coverage by paying the required premiums herself/himself subject to the eligibility for coverage.

For all other leaves, the employee may maintain her/his benefit coverage for a period of up to six (6) months by paying the required premiums herself/himself by way of pre-authorized debit paid prior to the commencement of her/his leave, subject to the eligibility for coverage.

Upon return from such leave of absence, said employee shall have their benefits re-instated provided the employee notifies the Board's Benefits Administrator and commences participation in the benefits plan concurrent with their return to employment. Employees who do not notify the Board's Benefits Administrator within the first thirty (30) days of employment are considered a late applicant and are subject to evidence of insurability and approval by the Insurance Company.

Where an employee requests an extended personal leave of absence without pay to care for a member of their immediate family, the Board shall allow an employee to retain her/his benefit coverage for a longer period, up to a maximum of two (2) years.

24.05 Court Appearances

- (a) In the event of a seniority employee being accused of an offence which requires a court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.
- (b) A seniority employee who is jailed and awaiting trial shall be given an automatic leave of absence without pay for the period of incarceration.
- (c) An accused employee who is found guilty and sentenced for a criminal offence shall be removed from the board records and employment. Such action shall be at the Board's discretion. If such employee's job is forfeited, the Board shall fill the vacancy, according to Article 16.

24.06 Jury Duty

The Board shall pay a seniority employee who is required to serve for jury selection, as a juror or a subpoenaed witness the difference between the hours they would have been scheduled to work and the payment received for such services. The seniority employee will present proof of service and the amount of pay received.

24.07 Citizenship Leave

An employee shall be allowed one-half (1/2) day with pay to attend a formal hearing to become a Canadian citizen.

24.08 Mourner's Leave

A one-half (1/2) day leave shall be granted, without pay, to attend as a pallbearer or mourner.

Where the family of a deceased employee requests pallbearers from the Union, the Board may grant the necessary leave with pay to be recovered from Local 4148 for up to six (6) pallbearers.

24.09 Compassionate Leave

An employee may be granted a leave of absence for compassionate leave to a maximum of two (2) days per occasion at the discretion of the Board designated official without loss of pay or deduction from cumulative sick leave.

If the Board designated official is not available, the employee shall notify her/his immediate supervisor of the reasons for her/his absence. Upon return the employee shall notify the Board designated official in writing of the reasons for the absence and the Board designated official shall determine if compassionate leave is to be granted.

Article 25 - METHOD OF PAY PLAN (PAYDAY)

- 25.01 (a) Employees shall be paid on a bi-weekly basis in accordance with Schedule A. Where a payday falls on a recognized holiday the Board shall pay employees on the last regular banking day prior to the recognized holiday.
- (b) The Board shall provide direct deposit of salary for all employees covered by this collective agreement to a financial institution within the jurisdictional area of the Board according to the employee's choice. The onus shall be on the employee to provide the Board with the necessary banking information in order that they may be paid by submitting a Direct Deposit form from their financial institution or by submitting a void cheque together with the Board form.
- (c) Electronic pay cheque stubs shall indicate earnings and gross pay for the pay period. Overtime and vacation pay shall also be indicated if applicable.

25.02 Payment of Wages and Allowances

All Educational Assistants/Intervenors are assigned to a school(s). However, if an Educational Assistant/Intervenor is assigned to a specific student within a school and said student is absent from school for greater than four (4) weeks, after said time has elapsed the Educational Assistant/Intervenor assigned to such student will not be required to report to work and will not be paid for the remaining period of the student's absence. The Educational Assistant/Intervenor may elect, after a period of four (4) weeks to exercise their rights in accordance with Article 18 (Layoff & Recall) in its entirety.

In such instances where the Educational Assistant/Intervenor is not required to work due to the absence of the student, their name will be placed on the Casual Call-Out List for priority call-outs, in order of their seniority.

25.03 Rate of Pay on Promotion or Reclassification

- (a) Where a seniority employee is promoted or temporarily assigned to a position classified at a higher flat rate of pay, she/he shall receive the rate for the job.
- (b) If an absence occurs requiring a temporary replacement for a Senior Secondary School Secretary, and the replacement is approved by the Manager of Human Resources, the next most senior secretary in the same building shall have the opportunity to replace the absent Senior Secretary. When a school secretary assumes the position of Senior Secondary School Secretary, she/he shall receive the rate for the job.

25.04 Pay on Transfer, Lower-Rated Job

In an emergency situation when an employee is assigned in accordance with the terms of this collective agreement to a position paying a lower rate, her/his rate shall not be reduced.

25.05 Gas Allowance/Travel Expense

- (a) Employees required to use their personal vehicles for Board business as part

of their regular duties, as required in their job description, shall be paid a travel allowance. Such allowance is to be consistent with Board policy.

- (b) A travel expense report shall be submitted monthly to the Business Department.
- (c) The Board will not require any employee to transport students.
- (d) Employees whose positions do not include use of their personal vehicles as part of their regular duties in (a) and (c) shall have the right to refuse to perform such tasks that include use of their personal vehicles.

25.06 Procedures Regarding Inclement Weather

The following procedures will apply with respect to employees who, because of severe weather conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report to work on time, notwithstanding severe weather conditions. However, in the circumstances quoted above, it is agreed that employees who arrive late for their scheduled work day, but report prior to the mid-point of their scheduled work day, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe weather conditions. Employees who report after the mid-point of their work day will be paid for hours worked. If an employee does not report to work she/he shall not be paid for the day.

With respect to employees who are unable to report for work due to the aforementioned severe weather conditions, or who report after the mid-point of their work day, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time.

It is further agreed, however, that in the event that employees are authorized to be absent from work by a supervisor, such employees shall be paid for any time lost because of such authorization.

When all or some of the schools are closed for any reason deemed necessary by the Director or Supervisor and this announcement is made prior to the beginning of classes, Clerical and Educational Assistants shall not be required to report for duty. Wages shall not be affected and no sick leave benefits shall be deducted. However, should an employee be off on sick leave the day prior to and the day following such closure, the employee will be deducted a sick leave day.

25.07 Recognized Holidays

- (a) All seniority twelve (12) month employees shall be paid at their regular rate of pay for the following recognized holidays:

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

- (b) All seniority ten (10) month employees shall be paid at their regular rate of pay for the following recognized holidays:

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

Ten (10) month employees may be paid for the Labour Day Holiday and/or Canada Day Holiday provided the employee meets the requirements for payment under the Employment Standards Act. There is no such payment where these requirements under the Act are not fulfilled.

- (c) All work requested from seniority employees by the Board on the above recognized holidays will be paid for at the rate of time and one-half (1.5) of normal rate, over and above the guaranteed pay for the recognized holiday.
- 25.08 (a) In the event any of the above mentioned holidays fall on a Saturday, or on a Sunday, the day substituted by the Federal, Provincial or Municipal Government shall be observed.
- (b) Seniority employees must work the last scheduled day immediately before the listed holiday and the next scheduled day immediately after the holiday to qualify for holiday pay, unless the employee is off sick, on vacation or on any approved leave of absence. An employee who is off sick may be requested to submit a doctor's certificate to qualify for holiday payment.
- 25.09 All full-time seniority clerical employees shall be off with pay on Christmas and New Year's Eve at 12 noon when such day falls on a regularly scheduled working day.
- 25.10 For the purpose of recognized holidays listed in Article 25.07(a) & (b), relief employees shall be paid in accordance with the provisions of the Employment Standards Act.

Article 26 - VACATIONS

- 26.01 For vacation purposes continuous service will be calculated as of the anniversary date of each employee.
- 26.02 (a) All seniority, 35 hours per week, 12 month employees covered by this Agreement shall be granted vacations at their regular rate of pay as per (i), (ii), (iii), (iv) and (v):
- | | | |
|-------|---------------------------|-----------------------|
| (i) | After 1 year of service | 2 weeks paid vacation |
| (ii) | After 5 years of service | 3 weeks paid vacation |
| (iii) | After 10 years of service | 4 weeks paid vacation |
| (iv) | After 15 years of service | 5 weeks paid vacation |
| (v) | After 20 years of service | 6 weeks paid vacation |
- (b) The vacation shall be taken when schools are not in session unless otherwise agreed by the employee and her or his immediate supervisor. Vacations shall be scheduled at the discretion of the employee's immediate supervisor.

(c) Vacations shall not be carried over from one (1) year to another.

(d) An employee may not forego the vacation for which she or he is being paid.

26.03 All other seniority employees covered by this Agreement shall be granted pay in lieu of vacation as per (a), (b), (c), (d) and (e):

- | | | |
|-----|---------------------------|----------------------------------|
| (a) | After 1 year of service | 4% of previous year's earnings |
| (b) | After 5 years of service | 6% of previous year's earnings |
| (c) | After 10 years of service | 8% of previous year's earnings |
| (d) | After 15 years of service | 10% of previous year's earnings |
| (e) | After 20 years of service | 12 % of previous year's earnings |

26.04 Employees shall receive the vacation periods or pay in lieu of vacation as set out above but shall forfeit a proportion of vacation entitlement or pay in lieu of vacation for continuous unpaid absences in excess of one (1) month.

26.05 **Clerical**

Relief employees shall receive vacation pay based on 1,820 hours equal to one year service.

Relief employees shall be paid in accordance with Article 26.03 above.

Educational Assistants

Relief employees shall receive vacation pay based on 1,025 hours equal to one year of service.

Relief employees shall be paid in accordance with Article 26.03 above.

Early Childhood Educators

Relief ECE employees shall receive vacation pay based on 1,212 hours equal to one year of service.

26.06 In addition to their regular vacation all seniority 35 hours per week, 12 month employees shall receive one (1) extra week vacation at 63 years of age to 65 years of age prior to retirement (non-cumulative each year). Entitlement of extra vacation shall be on the employee's birthday and shall be a maximum of three (3) weeks within the time period of 63 years of age to 65 years of age.

Article 27 - PENSION PLAN

Ontario Municipal Employees Retirement System (OMERS)

27.01 (a) All full-time employees are required to become members of the OMERS as a condition of employment.

(b) Part-time employees may become members of OMERS in accordance with OMERS regulations.

- 27.02 (a) For those employees who are members, the Board shall make contributions to OMERS in accordance with OMERS requirements and regulations.
- (b) The Board is authorized to make deductions from earnings of all employees belonging to the retirement system in accordance with the requirements of OMERS.
- 27.03 (a) The Board shall report and make calculations regarding pensionable earnings and contributions in accordance with OMERS regulations.
- (b) For the purpose of calculating OMERS basic pension all perquisites allowable by OMERS will be included in salary.
- 27.04 Employees who were full-time employees under a predecessor Board of the Huron-Superior Catholic District School Board who have opted out of participating in the OMERS shall have the option of remaining out of the OMERS and shall not be subject to the provisions of Article 27.01(a).
- 27.05 L.T.D. shall terminate on the employee's 65th birthday. All other benefits terminate on employee's retirement date.

Article 28 - BENEFITS

(In addition to Central Item C5.00 Benefits and Central Letter of Understanding #9)

- 28.01 (a) Premiums for benefits shall be as described below:

Effective September 1, 2009:

For full-time or part-time employees working thirty-one (31) hours per week or more, and ten (10) or more months per year, 100% of the premium shall be paid by the Board.

For full-time or part-time employees working less than thirty-one (31) hours per week, the premiums paid for by the Board will be pro-rated on the basis of normal permanent allotted hours of work per week.

- (b) The Board's benefit plans are available only to seniority full-time and part-time employees and are not available to relief employees. The Board shall not contribute to the premiums for benefits for laid off employees. Employees who have not been recalled to work by October 31st of any school year shall have their participation in the benefits plan terminated.
- (c) Employees who have pro-rated benefits under the provisions of (a) above shall be responsible for reimbursing the Board for their portion of the premiums and the Board shall be authorized to deduct such payments from an employee's pay.

Employees are not permitted to temporarily discontinue coverage during temporary layoffs, such as Christmas, March Break or the summer months.

Participation in the benefit coverage by eligible employees who work less than 31 hours per week, shall be at the written option of the employee. The employee shall advise the Board in writing of the option chosen.

- (d) Part-time employees who are normally scheduled to work less than seventeen and a half (17.5) hours per week, who are not eligible to participate in the benefits plan, and relief employees, will be paid twelve percent (12%) of their earnings in lieu of benefits, on each pay.
- 28.02
- (a) The Board is not the insurer of employee benefits. All insured benefits shall be as described in the insurance company's brochures which shall be distributed to all eligible seniority employees. All benefits shall be subject to the rules, regulations descriptions, and limitations as set out in the Master Contracts held by the Board. In any dispute, such Master Contracts shall prove binding on all parties.
 - (b) Employees who do not enroll in the benefit plans within thirty-one (31) days of becoming eligible or of cessation of coverage elsewhere, are considered to be late applicants. Late applicants must submit medical evidence to the Insurance Company by completing the Evidence of Insurability form. Further medical evidence may be requested by the carrier. Once approved for the benefit plans, coverage will be subject to the terms and conditions of the Master Contracts.
 - (c)
 - (i) **Life Insurance Plan:** Three (3) times normal annual earnings exclusive of overtime to a maximum of \$100,000.
 - (ii) Eligible seniority employees shall be allowed to purchase at their own expense a Voluntary Group Life Insurance benefit equal to one (1) times the employee's basic annual earnings to a maximum of \$75,000.
 - (d) **Long Term Disability Plan:** Eligible seniority employees who have been enrolled in the L.T.D. plan shall be provided with a Long Term Disability benefit providing seventy-five (75%) percent of normal monthly earnings after the thirteenth (13th) week of disability, to retirement age. Disability shall be defined as inability to perform the essential duties of one's job for a period of two (2) years, or inability to be otherwise employed after this period. After a period of two (2) years, all benefits except Life Insurance are terminated.

Employees who are eligible for L.T.D. benefits must apply for and use these L.T.D. benefits rather than accumulated sick leave credits. It is the responsibility of the employee to ensure that she or he has made application for L.T.D. benefits in a sufficiently timely manner to be granted benefits by the employee's fourteenth (14th) week of absence. The Board shall forward the application forms to the employee after thirty (30) calendar days of illness.

Employees who have made application for L.T.D. benefits as of the fourteenth (14th) week of absence shall continue to receive a salary of seventy-five (75%) percent of wages, deducted from sick leave credits (75% sick leave credit = 1 day of absence), provided that the employee has sick leave credits available. The employee shall reimburse the Board for any advance payments made under this provision upon approval of L.T.D. benefits. If the employee does not have any sick leave credits available, she or he will be entitled to receive benefits equal to and according to the rules and regulations

of the Canada Employment Insurance Act as per Article 23.03.

- (e) **Dental Plan:** Benefits to be based on the Ontario Dental Association fee schedule for the previous year.

The Board shall provide for orthodontic care for the employee and the employee's eligible dependents under the aforesaid policy. Such orthodontic care shall entitle the employee to a 60% reimbursement of total costs incurred by an employee and eligible dependents as defined by the insurer to a maximum of two thousand (\$2,000.00) dollars per person for the lifetime of each eligible employee or his or her dependent. Reimbursement to the employee hereunder shall be in accordance with the Ontario Dental Association's published schedule of fees for the previous year or such schedule as accepted by the insurer from time to time throughout the life of this agreement.

- (f) **Major Medical & Prescription Drug Plan:** The drug plan shall be a generic prescription drug plan with \$1.00 deductible per prescription. Vision care coverage shall be subject to a three hundred (\$300.00) dollar maximum benefit every two (2) years.

Hospital coverage for employees and dependents covered under this plan shall be for a private hospital room, where available.

- (g) When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

Article 29 - WORKPLACE SAFETY AND INSURANCE BOARD

- 29.01 (a) An employee who has applied for WSIB benefits and who is awaiting approval of her or his claim from WSIB shall have the option of:

- (i) Receiving payment from WSIB, if and when approved

OR

- (ii) It is agreed that, when an employee is eligible for and receives approval of a claim by WSIB, the employee is entitled to one hundred percent (100%) of their usual wages and benefits from the day the accident occurred, for the duration of the employee's absence from work without deduction from sick leave credits.

- (b) Where an employee receives workers' benefits as determined by WSIB, such payments shall be directed to the Board.
- (c) The denial of workers' benefits does not preclude the use of sick leave as determined by the collective agreement.

29.02 Workplace Safety and Insurance Wage Continuance Provisions

- (a) The following provision applies to an employee

- (i) who is absent from work as a result of illness or injury sustained at work; and
- (ii) who has made a claim to WSIB with respect to the illness or injury sustained at work; and
- (iii) who has been awaiting approval of the claim; and
- (iv) who would otherwise be entitled to payment pursuant to the provisions of the Cumulative Sick Leave Plan (Article 23) or the C.E.I.C. Sick Leave Plan (Article 23.03).

For greater clarity, this provision does not apply to an employee already in receipt of Workplace Safety & Insurance payment at the time of the claim.

- (b) If the employee is unable to perform her or his regular or modified duties as a result of the illness or injury and a WSIB Functional Abilities Form from the employee's treating health care provider to this effect has been submitted to her or his supervisor, the employee may apply for payment on the form provided by the employee's supervisor and to be returned to the Human Resources Department. Upon receipt of the form the application will be processed for payment to which the employee would be entitled from WSIB if the claim was approved. Payment by the Board will be from the date of the claim and will be provided only

- (i) if the employee provides a WSIB Functional Abilities Form from the treating health care provider
 - (1) of illness or injury sustained at work satisfactory to the Board designated official; and
 - (2) that the employee is unable to perform her or his regular or modified duties as a result of the illness or injury; and
- (ii) if the employee completes and submits the form provided by her/his supervisor.

This form which has been provided to the employee by her/his supervisor will serve as the application for payment as well as the agreement between the employee and Board that any payments provided by the Board pursuant to this provision will be refunded to the Board following final determination of the claim by WSIB.

Payments will only be made by the School Board to the extent that the employee would be entitled to payment pursuant to the Cumulative Sick Leave Plan (Article 23) or the C.E.I.C. Sick Leave Plan (Article 23.03) if the Workplace Safety & Insurance claim was not approved. Any payment under this provision will continue for a maximum duration equal to that which the employee would be covered pursuant to the Cumulative Sick Leave Plan (Article 23) or the C.E.I.C. Sick Leave Plan (Article 23.03).

- (c) If the claim for WSIB is not approved and the Board had advanced monies pursuant to the above, the monies paid as an advance will be applied towards the payments to which the employee would be entitled under the Cumulative Sick Leave Plan (Article 23) or the C.E.I.C. Sick Leave Plan (Article 23.03), including statutory deductions (ie. income tax, C.E.I.C., C.P.P., OMERS, etc.). Appropriate deductions will be made to the sick leave credits, if applicable.

29.03 When a seniority employee at the request of the Board must seek from a Doctor, certification relating to an illness or disability, the Board will pay for such a certificate.

Article 30 - TECHNOLOGICAL CHANGE

- 30.01 (a) Technological change means any change in the introduction of equipment or material that is substantially different in nature from that previously utilized.
- (b) When the Board implements technological changes, the Board agrees to notify the Union as soon as possible.
- (c) The purpose of this Article is to promote communication between the Board and the Union and to allow the Union the opportunity to inform its members of substantial changes. This Article does not confer substantive rights on individual members with respect to any disputes regarding qualifications in the context of a posting, layoff or recall grievance.

Article 31 - PRESENT CONDITIONS TO CONTINUE

- 31.01 If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

Article 32 - BULLETIN BOARDS

- 32.01 The Board will provide space on the existing bulletin boards in every work site. Where no bulletin board exists the Board shall ensure that one is provided within a reasonable period of time.

Article 33 - TERM OF AGREEMENT

- 33.01 (a) **Term of Agreement**

This agreement shall be binding and remain in effect from September 1, 2019 through to August 31, 2022 and shall continue from year to year thereafter unless either party gives notice in writing.

- (b) **Notice of Change**

Either party desiring to propose changes to this agreement shall, within one hundred and fifty (150) days prior to the expiry date, give notice in writing to the other party.

If notice of amendments is given by either party, the parties shall meet for

the purpose of negotiations at the earliest mutually agreeable date prior to the expiration date of this agreement.

Article 34 - PRINTING OF AGREEMENT

- 34.01 The Union and the Board shall share equally the costs of printing the Agreement, which shall be done as soon as possible following the signing of the Agreement. Each employee shall receive a copy of the Agreement, and in addition the Union shall receive officially signed copies plus additional copies in booklet form as requested.

Article 35 - NO STRIKES OR LOCKOUTS

- 35.01 During the life of this Agreement the Union agrees there will be no strike, slowdowns, picketing or any other interference with work, and the Board agrees there will be no lockout. Strike and lockout will be as defined in the Ontario Labour Relations Act.

Article 36 - JOINT JOB EVALUATION COMMITTEE

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

An annual review will be conducted by the Joint Job Evaluation Committee to ensure maintenance is sustained and compliance is met. The parties will meet during the month of November of each year for the purpose of reviewing Pay Equity unless another date is mutually agreed on.

- 36.02 The Job Evaluation Committee will be comprised of a maximum of four (4) representatives from the Board and a maximum of four (4) representatives (one Clerical, one Educational Assistant, one ECE and one Plant representative) and the President from CUPE, Local 4148 and the National Representative. The Board will incur no additional cost for the President.
- 36.03 The Board shall prepare a new job description whenever a job is created, or a revised job description whenever the duties of a job change significantly. The Joint Job Evaluation Committee will make every effort to evaluate the position within ninety (90) calendar days.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

For the Union

M. D. Dwyer
J. Sears
B. Ronk
Crystal Krawiec
L. Cuglietta
Susan Metzger

For the Board

J. Chitelli
D. Perillo
K. M. M. M.

SCHEDULE "A" – WAGE RATES

(a) **Clerical Wage Rates:**

	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Category A	\$23.58	\$23.82	\$24.05
Category B	\$26.44	\$26.71	\$26.97
Category C	\$26.44	\$26.71	\$26.97
Category D	\$30.59	\$30.90	\$31.21
Casual Secretary	\$24.38	\$24.63	\$24.87

(b) **Educational Assistant Wage Rates:**

	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Category A – Early Years Assistant	\$23.58	\$23.82	\$24.05
Category C – Special Education Assistant	\$26.44	\$26.71	\$26.97

SCHEDULE "B" – JOB CLASSIFICATIONS

Category Job Title

- A Library Maintenance Worker
Library Secretary

- B Accounts Payable Clerk
Computer Support & Training Assistant
Revenue and Accounting Clerk
Secretary, Curriculum Department
Secretary, Special Education Department
Switchboard Operator / Call-out Allocator

- C Elementary School Secretary
Secondary School Secretary
Secondary School Secretary – Student Services
Secretary – Holy Angels Learning Centre

- D Central Office Clerical Assistant
Secondary School Senior Secretary

The following is a list of former positions that have not been evaluated:

Clerical

- Clerk Typist – Special Ed.
- Machine Operator
- Part-Time Clerk (Media Resource Centre)
- Payroll Clerk
- Secretary to the Computer Co-ordinator
- Secretary to the Curriculum Consultant and Special Education Consultant (Elementary)
- Secretary – Curriculum Dept./Media Resource Centre
- Secretary – Media Resource Centre
- Secretary – School Effectiveness and Student Success

Educational Assistant

- Intervenor
- Teacher/Classroom Assistant

LETTER OF UNDERSTANDING – A

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**




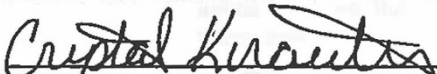
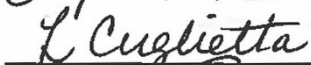

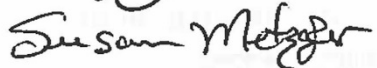
RE: Ontario Health Insurance Plan

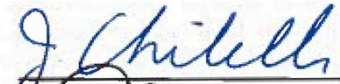

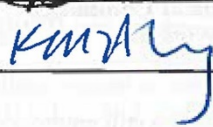
It is agreed that the Board will reinstate the policy of paying one hundred (100%) percent of the rates of the Ontario Health Insurance Plan should the O.H.I.P. rates change from being employer based through the Employer Health Tax, to being employee based. The O.H.I.P. benefit will be reinstated in accordance with Article 20.01(c) and Article 20.05 of the 1988-90 C.U.P.E. Clerical Collective Agreement and in accordance with the status of O.H.I.P. at the time of ratification of the First Collective Agreement (February 2, 1993) with the Educational Assistants.

Dated this 28th day of November, 2019.

For the Union

For the Board

LETTER OF UNDERSTANDING - B

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Recognized Holidays

For the purpose of clarification this Letter of Agreement shall not be part of the Collective Agreement and shall not be arbitrable.


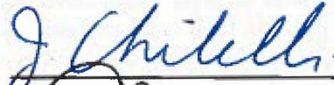

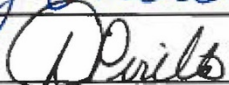
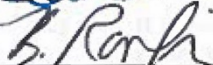

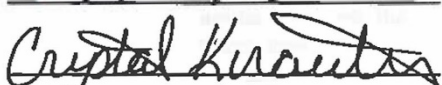
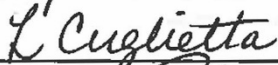

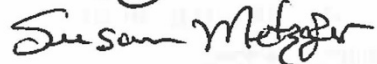
For the following employees the Board agrees to continue to provide one (1) day holiday in lieu of November 11:

M. Adamo

Dated this 28th day of November, 2019.

For the Union

For the Board

 _____	 _____
 _____	 _____
 _____	 _____
 _____	_____
 _____	_____
 _____	_____
 _____	_____

LETTER OF UNDERSTANDING - C

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Vacation Bonus

A Letter of Agreement not to be part of the Collective Agreement and not to be arbitrable to provide for the following employees that there shall be an annual vacation bonus to be granted equal to 50% of the annual unused sick leave, the bonus not to exceed 5 days, and not to be charged against the sick leave bank. That is, an employee who cashes in 10 days of unused sick leave and gets a 5 day vacation bonus will have 10 days credited to the bank.

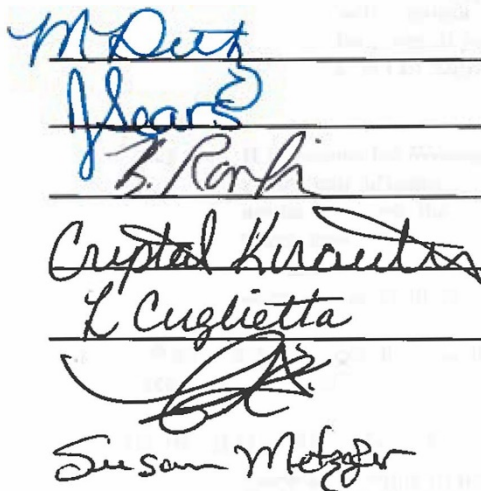
The employees are:

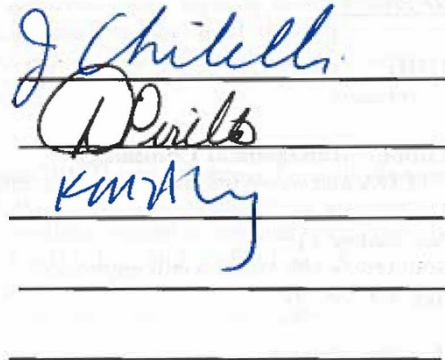
M. Adamo

Dated this 28th day of November, 2019.

For the Union

For the Board


M. Dault
J. Sears
B. Ronk
Crystal Kuraute
L. Cuglietta
Susan Metzger


J. Chitelli
D. Perillo
K. M. H. J.

LETTER OF UNDERSTANDING - D

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**


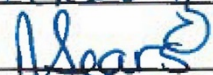

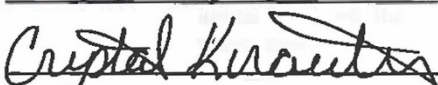
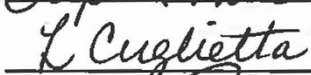
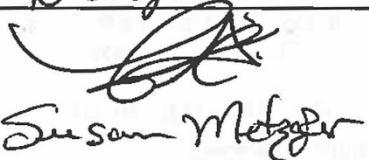
RE: Pregnancy/Parental Leave

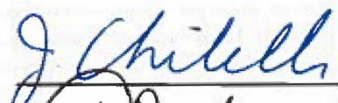
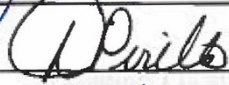
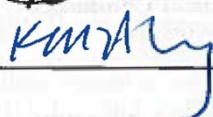
It is agreed that the Board will reinstate the language regarding Pregnancy/Parental Leave in accordance with Article 23.03 (b) and (d) of the 1999-2001 C.U.P.E. Clerical and Educational Assistants Collective Agreement should the Employment Standards Act be amended to allow for a lesser Pregnancy/Parental Leave than one year.

Dated this 28th day of November, 2019.

For the Union

For the Board

LETTER OF UNDERSTANDING - E

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: OMERS Contributory Earnings

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

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

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);

- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

Dated this 28th day of November, 2019.

For the Union

For the Board

M. Dett
J. Sears
B. Rorli
Cristal Krawtch
L. Cuglietta
[Signature]
Susan Metzger

J. Chitelli
[Signature]
K. M. H. [Signature]

LETTER OF UNDERSTANDING - F

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Medication and Medical Procedures




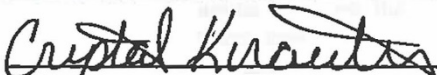
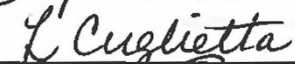

Educational Assistants or Clerical members shall not be required to administer medication or perform medical procedures to students.

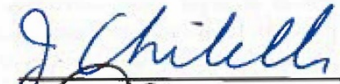

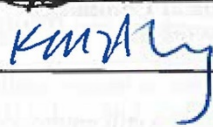
When a seniority employee agrees to administer medication or perform procedures, he/she shall only do so after obtaining the required authorization and receiving proper training, where necessary, by qualified persons. All medications shall be administered in accordance with Board Policy.

Dated this 28th day of November, 2019.

For the Union

For the Board

LETTER OF UNDERSTANDING - G

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Workplace Violence

The Board is committed to providing a safe work environment for all employees and recognizes its responsibilities under the Occupational Health and Safety Act and will adhere to Board Policy and Procedural Guidelines with respect to violence in the workplace.

For the purposes of this Letter of Understanding, the OHSA defines workplace violence as:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The Board will continue to maintain a Workplace Violence policy and procedural guidelines. The Joint Health and Safety Committee will review the policy and procedural guidelines on an annual basis and make recommendations for revisions to the Board based on changes in legislation.

As part of the procedural guidelines, the Board will continue to:

- provide information and instruction to employees regarding potential risks related to workplace violence;
- provide information in writing to the Joint Health and Safety Committee on all completed workplace risk assessments;
- complete annual workplace risk assessments at all Board worksites.

In addition, the procedural guidelines, supporting documentation and forms are posted on the Board website and available to all employees.

Upon creation or review of the student safety plan, should a potential risk be identified for workplace violence, the plan will include provisions for additional staff support and back-up when a need arises. The Supervisor will determine what form this additional support will take and when/if this support will be implemented.

When a safety plan is initially developed, the Board will ensure that Educational Assistants (EA) and Early Childhood Educators (ECE) are given the opportunity to provide input into the development of the safety plan for students they support. After a violent incident has occurred, the EA and/or ECE will be invited to the meeting held to discuss the modification of the safety plan related to the students they support. These meetings may also be held

before or after school hours. In such cases, the EA and/or ECE may submit a timesheet.

Dated this 28th day of November, 2019.

For the Union

M. D'Amico
J. Sears
B. Ronk
Cristal Krawiec
L. Cuglietta
Susan Metzger

For the Board

J. Chitelli
D. Perillo
K. Murphy

LETTER OF UNDERSTANDING - H

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Professional Collaboration PPM-159

The Huron-Superior Catholic District School Board and the Canadian Union of Public Employees, Local 4148-03 agree to promote Professional Collaboration as outlined in PPM-159 dated May 31, 2019, or as amended from time to time, by Ministry of Education.

Collaborative professionalism is defined as professionals – at all levels of the education system – working together, sharing knowledge, skills and experience to improve student achievement and well-being of both students and staff.

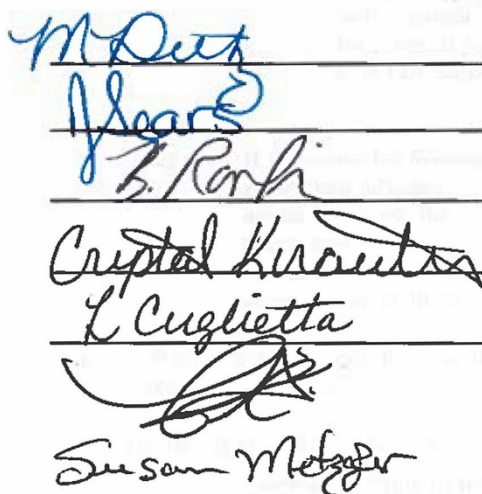
This Policy/Program Memorandum (PPM) clarifies a shared commitment of stakeholders to building a culture of collaborative professionalism in Ontario's education system. The core priorities of this commitment include:

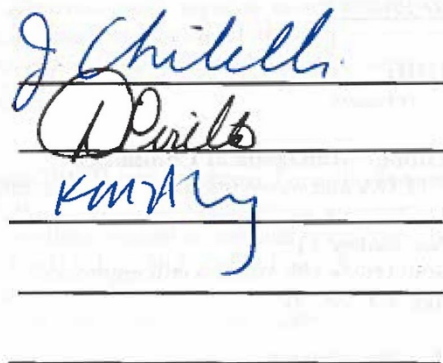
- building a shared understanding of collaborative professionalism, and articulating a commitment to working together to further improve student achievement and well-being of both students and staff;
- transforming culture and optimizing conditions for learning, working and leading at all levels of the education sector in alignment with Achieving Excellence: A Renewed Vision for Education in Ontario.

Dated this 28th day of November, 2019.

For the Union

For the Board


M. Dault
J. Sears
B. Ronk
Crystal Kincade
L. Cuglietta
Susan Metzger


J. Chitell
D. Parillo
K. M. My

LETTER OF UNDERSTANDING - I

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Placement Meeting for Educational Assistants

1. The Manager of Human Resources shall arrange a meeting with the Union executive and the Board to be held by the last week of June or at a time mutually agreed upon between the Board and the Union. The meeting will be held at the Board office at which time the determination of all placements for the following school year shall occur.
2. As soon as possible prior to the meeting date all seniority Educational Assistants will be sent a package, that includes the following:
 - EA placement form
 - seniority list
 - summary of students with special needs

All documentation noted above will be sent at least one week prior to the placement meeting date. All Educational Assistants are required to submit their completed placement form to Human Resources by the deadline date, as agreed to with Union executive. If the form is not received by the deadline date, the Educational Assistant will be placed without their preference being known.

3. All Educational Assistants shall be given notice of the date the Board and Union representatives will be meeting. All employees should make themselves available on that date in the event that they need to be contacted.
4. The Human Resources Department, in consultation with Union representatives, will place employees by following the seniority process and all Collective Agreement language regarding recalls, redundancies, postings and bumping.

5. Placement Process


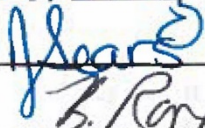
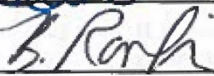

The Human Resources Department, in consultation with union representatives, will place Educational Assistants by following the seniority process and all collective agreement language regarding recalls, redundancies, postings and bumping.


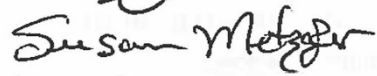
During the placement process, the Human Resources Department will follow these steps to place Educational Assistants into a school. Every attempt will be made to place Educational Assistants into their highest preference possible.

- a) If a posting is available, the Educational Assistant will post into their highest preference available. Postings provide a 60 day trial period, in accordance with Article 16.03.
 - b) If no postings are available, but there are redundancies at the Educational Assistant's current school, they will be declared redundant and will bump into their highest preference available, in accordance with Article 18.04. Note: When the Educational Assistant accepts a redundancy and bumps into another location, the 60 day trial period does not apply.
 - c) If no redundancies or postings are available, the Educational Assistant will be recalled to their current school.
 - d) After following steps a) to c), if there are no positions available, the Educational Assistant will be placed on the priority call-out list.
6. Once all Educational Assistants have been placed, the final placement list will be emailed to all Educational Assistants. Educational Assistants will only be contacted by phone if the Human Resources Department requires additional information.

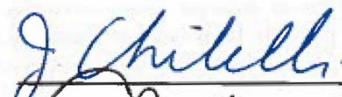
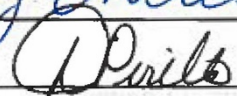
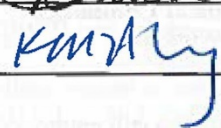
Dated this 28th day of November, 2019.

For the Union

For the Board

LETTER OF UNDERSTANDING - J

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: School Funds




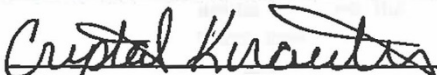
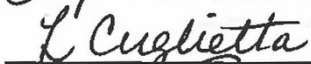

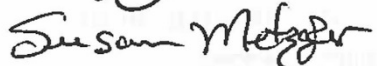
It is generally understood that clerical employees and educational assistants are not required to collect, count, deposit and/or hold monies. The Early Childhood Educators may be required to collect, record and hand in classroom money.

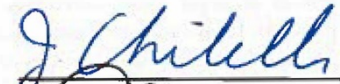

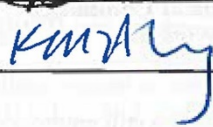
Whereas the Board and the Union had formed a committee to establish policies and guidelines regarding school funds procedures, it is understood that the bargaining unit will continue to have representation on the committee struck for this purpose.

Dated this 28th day of November, 2019.

For the Union

For the Board

MEMORANDUM OF AGREEMENT

BETWEEN:

The Huron-Superior Catholic District School Board

- and -

**Canadian Union of Public Employees and its Local 4148
(Clerical, Educational Assistants and Early Childhood Educators)**

RE: Terms and Conditions of Employment for Early Childhood Educators

Whereas the Union is the bargaining agent for the newly created job classification of Early Childhood Educators (ECE), the parties hereby agree the following terms and conditions shall apply to their employment with the Board.

1. The terms and conditions of the existing collective agreement between the parties shall apply except as varied by this agreement.
2. The rate of pay for **Early Childhood Educators** and **Casual Early Childhood Educators** shall be:

	Effective September 1, 2019	Effective September 1, 2020	Effective September 1, 2021
Letter of Permission	\$21.58	\$21.80	\$22.02
Qualified 0 years experience	\$23.02	\$23.25	\$23.48
Qualified 1 year experience	\$24.96	\$25.21	\$25.46
Qualified 2 years experience	\$26.88	\$27.15	\$27.42
Qualified 3 years experience	\$28.79	\$29.07	\$29.37
Qualified 4+ years experience	\$30.59	\$30.90	\$31.21

Qualified means a member in good standing of the College of Early Childhood Educators.

3. Qualified employees hired into Early Childhood Educator classification will receive experience ratings based on their acquired experience with the board or with previous employers in accordance with the following formula.

1 year (calendar or school year) or employment = 1 year experience on grid

Such experience will be credited to a maximum of three (3) three years' experience credit on the date of hire. Thereafter employee shall progress through the grid based on the foregoing formula.

Casual Early Childhood Educators will progress through the above grid according to the formula 194 days equaling 1 year. Progression to the next higher level will occur on the first instructional day annually in September.


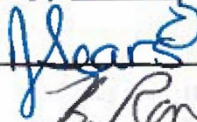
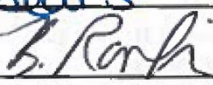
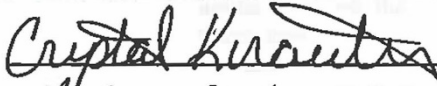
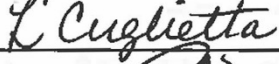

4. (a) The normal work day for Early Childhood Educators, unless otherwise determined by the Board, shall be scheduled between the hours of 6:30 a.m.

and 6:30 p.m. It is understood and agreed that the School Principal has the right to amend the working schedule to meet the needs of the school community and Board Office, as required.

- (b) The normal work week for full-time Early Childhood Educators will be up to thirty-five (35) hours per week and shall consist of five (5) days of up to seven (7) hours each Monday to Friday inclusive. The minimum number of work days for a full-time Early Childhood Educator will be 194 instructional days as per the School Year Calendar.
- 5. Where Early Childhood Educators are assigned to a location where an Early Learning Program (ELP) before and/or after program operates, the work year may be altered at the discretion of the Board to meet the needs of the program
- 6. The amount of student supervision assigned to Early Childhood Educators will at no time reduce the ration of ELP staff to children below the mandated 2 to 26 ratio during the instructional day.
- 7. The Board maintains its denominational rights with respect to the hiring of Early Childhood Educators.
- 8. There will be a separate seniority list for Early Childhood Educators. Layoff and recall for Early Childhood Educators will be in accordance with the procedure as outlined for Educational Assistants in the current collective agreement.
- 9. Not later than May 30, 2011, the parties shall meet to discuss and possibly amend the terms of this memorandum of agreement in order to meet the operational needs of the Early Learning Program. Furthermore, the Board agrees to meet with the Union not less than three months prior to the introduction of any extended day programs.

Dated this 28th day of November, 2019.

For the Union

For the Board

