

COLLECTIVE AGREEMENT

Between:

THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD



NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD

(Herein called the "Board")

Of the First Part

And:

***THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1317***



(Hereinafter called the "Union")

Of the Second Part

September 1, 2019 to August 31, 2022

The collective agreement shall consist of three parts

Part "A" consists of provisions respecting Central issues.

Part "B" consists of provisions with respect to Local Issues and certain Central Issues.

Part "C" consists of provisions with respect to Historical Language.



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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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 _____ yyyy</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ yyyy</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>_____</p> <p>_____</p>
<p>Employee</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Telephone No:</p> <p>_____</p> <p>Work Location:</p> <p>_____</p> <p>_____</p> <p>_____</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 (specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify):		
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<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 <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

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 l), 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.

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 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:
 - 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;
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 - 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;
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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 (which follows).
- 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.

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- 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 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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PART "B"

PREAMBLE

The Parties will include the following statement in a non-grievable local Memorandum of Settlement: "The Niagara Catholic District School Board and CUPE Local 1317 are committed to improve morale, mutual respect, in our common goal to provide a safe and healthy environment for the school community and to improve student achievement, reduce gaps in student outcomes and increase confidence in Catholic Education."

ARTICLE 1 – PURPOSE

1.01 The Purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances and complaints.

ARTICLE 2 – RECOGNITION

2.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Niagara Catholic District School Board, save and except supervisors, persons above the rank of supervisors, Psychologists, Speech Language Pathologists, Social Workers, Attendance Counsellors, Special Needs Facilitators, **staff in the Payroll Department**, Coordinator of Computer Training, Chaplains, staff in the Director's Office, staff in the Human Resources Department, Administrative Assistants to Supervisory and Program Officers, students employed in co-operative education programmes and students employed during the school vacation periods.

2.02 Definitions

- (a) The word "Employee" shall be defined as all Regular Full-Time and all Regular Part-Time Employees for whom the Union is the bargaining agent as set out in Article 2.01.
- (b) The word "Board" shall mean the Board of Trustees of the Niagara Catholic District School Board or its representatives.
- (c) A casual shall be a person who covers temporary positions caused by absences or peak periods or other conditions consistent with the provisions of this Collective Agreement. No casual shall be hired while any regular Employee is on short time or lay-off. Short time shall mean anything less than the Employee's regularly scheduled hours.
- (d) A Probationary Person is the successful candidate to a CUPE Posting for a Regular Full-Time or Regular Part-Time position.

- (e) The term "days" when used in the Collective Agreement means calendar days excluding Saturday, Sunday, Statutory Holidays, Board Holidays and Spring Break as approved in the Board Calendar.
- (f) A Probationary Person, during the first sixty (60) working days, in a regular full or part-time position, shall remain without seniority. Upon completion of this period, their name shall be placed on a seniority list as at the date of their hiring. Until so placed on a seniority list, they shall be known as a Probationary Person who may not grieve regarding discharge providing that, at the request of the Union, such a discharge will be discussed at a meeting provided for in Article 8, Section 8:01.

ARTICLE 3 – UNION SECURITY

- 3.01 All new Employees shall, within thirty (30) days of employment, become members of the Union. No Employee shall lose their job by reason that they cease to be a member of the Union.
- 3.02 The Board agrees to deduct such regular monthly Union dues and assessments as are levied upon all members of the Union in accordance with its constitution and by-laws, the proportionate amount from the regular pay of all present Employees and of all new Employees. On behalf of casual help, the Board agrees to deduct an amount equivalent to Union dues.
- 3.03 For Employees, the amount of such regular monthly Union dues or the equivalent to Union dues shall be certified in writing to the Board by the Secretary-Treasurer of the Union at least one month prior to any required changes.
- 3.04 The total amount of the monthly deductions will be remitted regularly each month by the Board to the Secretary-Treasurer of the Union by the 15th of every month.
- 3.05 The Board will use its best endeavours to comply with the provisions of this Article, but is relieved by the Union of any and all responsibility and/or liability of deducting or failure to deduct Union dues, or the equivalent to Union dues.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Board to:
 - (a) Establish and post rules for the promotion of safety, efficiency and discipline.
 - (b) Maintain order, discipline and efficiency.
 - (c) Hire, discharge, layoff, classify, direct, transfer, promote, demote, suspend or otherwise discipline Employees for just cause, and determine the qualifications of any Employee to perform work, and;

- (d) Generally manage the enterprises in which the Board is engaged and, without restricting the generality of the foregoing, to determine the work to be done, methods, schedules of production, kinds, location and output of machines and maintenance of same and tools to be used, processes and the control of materials and parts to be in the work.
- 4.02 The Board also has the right to make and alter from time to time rules and regulations to be observed by the Employee, provided that no change shall be made by the Board in such rules and regulations without prior notice to, and discussion with the Union.
- 4.03 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a Grievance.

ARTICLE 5 – NON-DISCRIMINATION

- 5.01 Both the Board and Union agree that there shall be no discrimination, intimidation or reprisals of any sort practiced by either representatives of the Management or representatives of this Union because of membership or non-membership in the Union.
- 5.02 There shall be no discrimination against any Employee as per the prohibited grounds as set forth under the Ontario Human Rights Code.

ARTICLE 6 – CORRESPONDENCE

- 6.01 All correspondence between the parties shall be addressed to the:
- (a) Administrator of Human Resources/or designate.
 - (b) President, Vice-President, Chief Steward, Recording Secretary, and Secretary-Treasurer of CUPE Local 1317, at their last known address, but no communications shall be deemed to be a nullity by reason of the fact that a communication was received by only one of the persons mentioned in clause a) or b).
 - (c) Union office.

All memos centrally dispatched to employees or groups of employees covered by this Collective Agreement shall be copied to the Union.

ARTICLE 7 – GRIEVANCE PROCEDURE

Three classifications of grievances exist: Individual grievance which is lodged by one individual Employee; Policy/Group grievance which is lodged by the Union on behalf of a number of all the Employees; and a Board Grievance which is lodged by the Board against the Union.

- 7.01 The Board will copy the Union in all discharge cases and written discipline cases within five (5) days of receipt by the Employee.
- 7.02 A Union Grievance Committee consisting of not more than four (4) members, all of whom shall be regular Employees with the Board, shall be selected by the Employees of the Board, who are members of CUPE Local 1317 and the Board shall be kept informed by the Union of the personnel of this Committee.
- 7.03 Once a grievance has been submitted to the Union Grievance Committee, it shall be settled only through the Union Grievance Committee or with the consent and approval of that Committee.
- 7.04 No Employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives, which may conflict with the terms of this Collective Agreement.
- 7.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this Article may be by-passed.

Step 1

It is the mutual desire of the parties that a complaint of any Employee shall be adjusted as promptly as possible. It is understood that an Employee has no grievance until the matter has first been discussed with the immediate supervisor without satisfaction. Should any difference arise between the Board and any Employee as a result of the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner:

- (a) An Employee and/or the Steward shall take up any such grievance in writing directly with their immediate Supervisor within seven (7) days of the event upon which the grievance is based.
- (b) Written grievances shall specify the date of the alleged violation, the facts, the section or sections claimed to be violated or relied upon, and the date of presentation of the grievance.
- (c) The immediate Supervisor shall render their written response to the Employee and/or the Steward within two (2) working days with a copy to the Chief Steward.

Step 2

- (a) The answer from Step 1 shall be final unless within three (3) working days after receipt thereof by the Employee and/or the Union Steward, the written grievance is submitted to the **Administrator** of Human Resources/or **designate**.
- (b) The Chief Steward and/or National Representative, accompanied if they wish by the appropriate Steward, and/or President, shall be given an opportunity to discuss the grievance with the **Administrator** of Human Resources/or **designate**, and/or relevant Administrative representatives if appropriate, within two (2) working days of the time of presentation of the grievance. The **Administrator** of Human

Resources/or **designate** will render a written decision within two (2) working days after the date of such meeting to the President with a copy to the Chief Steward.

- (c) The answer in Step 2 shall be final unless within ten (10) working days after the date of the answer in Step 2, either party signifies by written notice its intention to arbitrate the dispute, naming its proposed Arbitrator.
- (d) When a grievance is submitted to arbitration the parties may apply for the assistance of a Mediator/Arbitrator. Upon mutual consent, it will be the duty of the Mediator/Arbitrator to attempt to resolve the grievance in a fair and reasonable manner. The parties may have the **Administrator** of Human Resources/or **designate** and the CUPE National Representative in attendance at the Hearing.

Step 3 – Arbitration Procedure

Each party shall pay the costs and expenses of the Arbitrator/Mediator equally.

- 7.06 No such Mediator/Arbitrator shall have any jurisdiction to alter, change, or amend any of the provisions of this Agreement, or to make any decisions inconsistent with the provisions of this Agreement. The Mediator/Arbitrator shall not have authority to determine a question involving the general wage level.
- 7.07 The decision of the Arbitrator shall be final and binding on both parties.
- 7.08 If a grievance is not submitted within the time provided, it shall be deemed null and void.
- 7.09 Any Employee who has attained seniority, found to be unjustly discharged, or suspended, shall be reinstated to their former job and shall be compensated at their straight time hourly earnings for the time lost as a result of the incident, less pay for any penalty time decided upon, provided the Union files a written protest of such discharge or suspension with the Board within five (5) working days from the date of their discharge or suspension. If the Grievance Committee so desires, it may process the grievance immediately, starting at Step 2 of the Grievance Procedure.
- 7.10 In accordance with this understanding, the Board will compensate a Steward for their regularly scheduled work time spent in servicing grievances and attending meetings between the parties up to and including Step 2 of the Grievance Procedure.
- 7.11 A Board Grievance will commence at Step 2 of the Grievance Procedure and be initiated by the Board, with response from the Union, adhering to all timelines of Steps 2 and 3 respectively.

ARTICLE 8 – LABOUR/MANAGEMENT RELATIONS

- 8.01 Meetings between the Board and Union committee may be held once monthly. A statement outlining the matters for discussion will include a brief outline of the issue(s). This will be submitted by each party no less than seven (7) days prior to the time of the scheduled meeting except in cases of emergency, which will be determined through agreement by the President and the **Administrator** of Human Resources/or **designate**.

- 8.02 It is understood that the Union President and the Union Executive members have regular duties to perform on behalf of the Board. They will not absent themselves from their regular duties unreasonably in order to deal with a grievance or other Union business. They will not leave their regular duties without receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld.
- 8.03 If an Employee is requested to meet with a representative (s) of the Administrative staff where a greater than one (1) day disciplinary suspension is imposed or expected to be imposed, the Employee may request or refuse to have a Union representative or Steward in attendance. **In such cases of refusal, the Employer will have the Employee sign a form indicating that Union Representation has been refused; and this form shall be copied to the Union.**
- 8.04 **New Employees**
- On commencing employment in a position within the bargaining unit, the Employer will provide the new Employee with contact information for the Union.**

ARTICLE 9 – STRIKE AND LOCKOUT

- 9.01 The Union agrees that there shall be no strike, partial or complete, picketing, slowdown or stoppage of work, so long as this Agreement continues to operate.
- 9.02 The Board agrees there shall be no lockout as long as this Agreement continues to operate.

ARTICLE 10 – SENIORITY

10.01 Seniority Lists

- (a) The Board shall prepare seniority lists **by October 1st, of the school year. Such lists shall include employee's name, seniority date, classification, and shall be distributed** electronically to each school, and the Union President. After a **three (3) week review**, if no discrepancies have been forwarded to the Human Resources Department, the seniority list will be deemed approved. At any time during working hours, up-to-date seniority information shall be available to the Union President, on application to the **Administrator of Human Resources/or designate.**
- (b) Seniority may not be exercised by a casual against an Employee. If a vacancy is not filled by an Employee, a casual who applies for this vacancy will be considered, and shall receive reasons why they did not get the job, if requested. Should more than one casual apply for a position, the casual with the most service with the Board will be deemed the successful applicant, provided the applicants are relatively equal in the Board's assessment. This does not in any way preclude the Board from hiring an external candidate instead of a casual.
- (c) The following process is to be used when two (2) or more Employees have the same seniority date:

First, the date of hire, and if the same:

The Employee with the lowest last four (4) numbers of the employee's Social Insurance Number (SIN) will be considered the first hired.

- (d) When an Employee is absent due to sickness or leave, the Board will endeavour to fill the temporary vacancy from within the school with the most senior person as a step up of one classification only, provided that they are qualified to do the job. There will be only one movement in the school at any time.

10.02 Termination of Seniority

Seniority shall cease for any of the following reasons:

- (a) If the Employee quits (resigns) and does not withdraw their resignation within five (5) days.
- (b)
 - (i) After twenty-four (24) consecutive months of lay-off for less than 5 year's seniority.
 - (ii) After thirty-six (36) consecutive months of lay-off for five (5) years or more seniority
- (c) If the Employee is discharged and the discharge is not reversed through the Grievance Procedure.
- (d) If an Employee has been absent for seven (7) consecutive working days without a reasonable explanation, their absence will be deemed a quit.
- (e) Failure of the Employee to notify the Board of their intention to return to work within seven (7) days after notice has been sent by registered mail by the Board to the laid-off Employee and failure of the Employee to return to work without reasonable excuse within seven (7) days after such notice has been sent by the Board. Notice to return to work shall be sent to the last address on the Board's records of the laid-off Employee. It shall be the Employee's responsibility to notify the Board of change of address.
- (f) If an Employee overstays a leave of absence granted by the Board in writing, and does not secure an extension of such leave, unless a satisfactory reason is given.
- (g) If an Employee is hired by another Employer under Article 12.01.

10.03 Posting and Filling of Vacancies

- (a) In filling vacancies, the following factors shall be considered:
 - (i) Seniority
 - (ii) Knowledge, efficiency and ability to do the work of the job.
 - (iii) Ability to perform the core duties of the job.

And when factors (ii) and (iii) are relatively equal, factor (i) shall govern.

- (b) Article 10.03 b) applies to all job classes other than Educational Assistants, Child and Youth Workers, Communicative Disorder Assistants, Interpreter, Intervener, School Secretaries or Library Technicians.

(Section (i) and (ii) below suspended and replaced with Letter of Understanding Re: Posting Procedure #1 and #2)

- (i) In filling vacancies the Board will only be obliged to post the initial vacancy and a maximum of five (5) vacancies that arise due to the filling of the initial vacancy. If the successful applicant on any of the postings declines the position and the job is awarded to the next senior qualified applicant, then this Employee's vacant position will be posted, until the maximum postings have been reached. Second and all subsequent postings as per Article 10.3 (b) i) shall be advertised within twenty (20) working days including the successful completion of the trial period outlined in Article 10.04 (f).
- (ii) All Educational Assistants, Child and Youth Workers, or Communicative Disorder Assistants, Interpreters, Interveners will only have the original CUPE posting posted by August 10th of each school year, with commencement of placement for September of the next school year. In the spring of each school year, Educational Assistants, Child and Youth Workers and Communicative Disorder Assistants will be invited to complete a "Request for Transfer Form" indicating an individual's desire to change work locations. Once an Educational Assistant, Child and Youth Worker or Communicative Disorder Assistant, Interpreter, Intervener has been placed in a position for the upcoming school year, they are not eligible to apply for any upcoming positions until the following school year.
- (iii) Notwithstanding article 10.03 b) ii, the Employer maintains its right to transfer according to system needs.
- (iv) Board testing required for caretakers and cleaners will be scheduled once every three (3) years. An acceptable grade, as predetermined by the Employer shall remain on the employees file for three (3) years from the date of testing.

(Section (v) suspended and replaced with Letter of Understanding Re: Posting Procedure #1)

- (v) Posted positions for School Secretaries and Library Technicians will be posted during the school year however the commencement of placement will only occur twice within the school year, which will be after the Christmas Break or Summer Break for Elementary Secretaries and Elementary Library Technicians and after the first semester or Summer Break for Secondary Secretaries and

Secondary Library Technicians. The above stated procedure will not apply when the posted position is for more hours per week or for a higher rate of pay per hour.

When an Employee is the successful applicant for a posted job, the Employer will immediately post the successful applicants job. Should the posting

process not be completed prior to either of the above stated placement times, the incumbents will transfer during the next placement period.

If an Employee so requests, a maximum of two (2) working days will be used for orientation.

It is agreed that Article 10.04 f), g) does not apply to article 10.03 b) i or ii.

10.04 Employees shall work on jobs assigned to them by the Board from time to time provided that the right to apply to other positions shall be dealt with in the following manner:

- (a) Vacancies shall be posted on the **Board's Intranet Site** for a period of **three (3)** working days. If no suitable candidate applies, the job may be filled by the Board from among other Employees or by new hiring's. **The Employer will extend the timelines if the Board's Intranet Site is not operational, by the same amount of time.**
- (b) The posting shall show the classification vacant, the rate of pay, the hours of work, location and the requirements of the job.
- (c) An Employee when applying to a posted vacancy shall submit an electronic application as per the new posting process to the **Administrator** of Human Resources/**designate** specifying their qualifications for the job. Upon the filling of a posted job, the Board shall notify the Union electronically of the person filling the posted position. An Employee applying for a vacancy filled by a person with less seniority, may request and shall receive reasons why they did not get the job. Any such request shall be made to the **Administrator** of Human Resources/**designate** within three (3) working days of the filling of the vacancy, and the answer shall be given within two (2) working days of the making of the request.
- (d) If the Board intends to postpone the filling of the vacancy or not fill it, in which case the Board shall so notify the Union within ten (10) days of the end of the posting period.
- (e) The Board is free to fill a vacancy immediately if it sees fit and no grievance may be filed under this Section, 10.04 until the time for an answer under Section 10.04 (c).

(Section (f), (g) and (h) below suspended and replaced with Letter of Understanding Re: Posting Procedure #1 and #2)

- (f) An Employee who changes position through the job posting procedure shall be placed on trial for a period of fifteen (15) working days conditional on satisfactory service. Such trial posting shall become permanent after fifteen (15) working days. If the Employee wishes to return to their former position, they shall inform the Board within the fifteen (15) day trial period and they shall return to their former position without loss of seniority or wages. If this occurs, only those applications received for the original posting will be considered. No further posting will be made for the original position.
- (g) If an Employee so requests, a maximum of one (1) working day and above the fifteen (15) day trial period stated in Article 10.04 (f) will be used for orientation.

- (h) An Employee must have at least six (6) months at their present location(s) /classification in order to be able to apply for a position in the same classification unless the new posting is for more hours of work, in which case, the Employee would be allowed to apply.

10.05 For Educational Assistants, Child and Youth Workers and Communicative Disorder Assistants, Interpreters, Interveners and Designated Early Childhood Educators vacancies arising during the course of the academic year shall not be posted.

Such positions will be filled by the Board on a temporary basis by temporary Employees and for the purpose of this provision, Articles 10.03, 10.04 and 10.06 will not apply.

At the conclusion of the current academic year, such vacancies shall be posted, and the regular posting procedures shall apply.

10.06 Determination of Seniority

Day one seniority shall apply to all Employees.

10.07 Temporary Jobs

(Section (a) below suspended and replaced with Letter of Understanding Re: Posting Procedure #1 and #2)

- (a) This article applies to all job classes other than Educational Assistants, Child and Youth Workers, Communicative Disorder Assistants, Interpreters and Interveners and Designated Early Childhood Educators, all other temporary jobs will be posted, when it is prescheduled to be five (5) months or greater in duration, but less than twenty-four (24) months and shall include two (2) additional vacancies resulting from the filling of the original vacancy.

10.08 Transfers

- (a) An Employee under this Agreement who is a successful candidate to an external placement within this Board shall retain accumulated seniority for one (1) year within the bargaining unit. If the absence from the Union is longer than (1) year, the Employee would lose their seniority.
For the duration of the leave, the Employee is required to remit Union Dues directly to the Union in order to maintain bargaining unit seniority.
- (b) Any vacancy related to the above external placement shall be posted within five (5) months of the external placement.
- (c) An Employee may only be out of the bargaining unit for up to one (1) year. After one (1) year the Employee will lose all seniority rights and return to the bargaining **unless an extension is mutually agreed upon with the union.**
- (d) An Employee who initiates a transfer may move from one position to another within the system at any time provided the positions are of equal hours, wages and classification, with the mutual agreement of the Employees involved and the **Administrator of Human Resources/or designate.**

10.09 Employees' Seniority - Sickness or Injury

An Employee shall be granted a leave of absence without pay following the expiration of sick leave credits. Said Employee will be entitled to accumulate seniority up to a maximum period of three (3) years, at which time all seniority will cease. In addition, one week's notice to return to work shall be required. The person on leave of absence must return to work by the expiration date of the leave and upon reinstatement, shall, consistent with their seniority, be placed on their previous or comparable work provided they are able to do the work.

ARTICLE 11 – LAY-OFF AND RECALL

- 11.01 (a) In the event of a lay-off a regular Employee who has completed their probationary period shall be laid off in the reverse order of their seniority.
- (b) An Employee who is about to be laid-off may choose to bump an Employee with lesser seniority provided that they are capable and qualified to perform the work, and the Employee shall be provided with two (2) weeks to become oriented with the new position provided they are able to perform the core responsibilities.
- (c) No lay-off procedure shall take place when a portable(s) is removed from a site, and the Cleaner with the least seniority at that site receives a reduction in hours to a maximum of one-half hour per day. It is understood if work time is allocated as a result of an additional portable to a site, or an increase in cleaning frequency, the Cleaner with the most seniority will have their hours of work increased, not to exceed forty (40) hours per week.
- 11.02 If, due to job abolishment or curtailment of staff, the Employee is transferred to a job for which they are qualified to perform and they refuse to accept such job, they will be considered a voluntary quit.
- 11.03 In the process of recalling after a lay-off the Employee having the greatest seniority shall have the first privilege of being recalled providing the laid-off Employee has the necessary qualifications to meet the requirements of the job.
- 11.04 If a laid-off Employee is recalled to a job for which they are qualified to perform and they refuse to accept such job, they will be considered a voluntary quit. This shall not apply if the position to which the Employee is being recalled is of a three (3) month or less than a three (3) month duration.
- 11.05 (a) A Probationary Person who is laid-off and is rehired within a twelve (12) month period, shall retain service for time worked and it shall be credited to their probationary period.
- (b) The Board shall notify the Union of lay-off positions prior to notifying the affected Employees.
- 11.06 An Employee who is laid off with more than three (3) month's seniority shall be allowed to accumulate seniority for the lesser of the period of lay-off or three (3) months provided such seniority accumulation shall not exceed their actual service at time of layoff.

- 11.07 (a) All Employees who are to be permanently laid off shall receive ten (10) weeks' notice of lay-off or they shall receive payment of their regular wages in lieu of such notice. This shall not apply in cases where one (1) Employee chooses to bump another Employee or in cases where lay-offs will be for a three (3) month or less than three (3) month duration. Where such Employee is laid off due to another Employee with more seniority returning from a leave of absence.
- (b) The Board shall not be required to issue notices of layoff or recall for summer lay-off. Such lay-offs or recalls are to be according to normal practices unless the Employee is notified otherwise by the Board.

ARTICLE 12 – LEAVES OF ABSENCE

- 12.01 The Board may grant a leave of absence without pay to Employees for personal reasons on application in writing for up to one (1) calendar year. The person on leave must return by the expiration date of the leave, and upon reinstatement shall, consistent with their seniority, be placed on their previous work provided they are able to do the work. Upon reinstatement they shall receive credit for seniority for the time they were on such approved leave of absence.

An employee will have the ability to cancel an approved Leave of absence within seven (7) working days of the requested date of commencement of said leave.

An employee applying for a Leave of Absence will be required to give the Board a minimum of five (5) working days electronic notice.

An Employee who is hired by another Employer while on such leave of absence will lose their seniority as per Article 10.02.

- (i) as per the Employment Standards Act.

Employees must provide directly to the Union, copies of all approved leaves that exceed twenty-nine (29) days

12.02 Union Leaves

An Employee elected or appointed by the Union to attend to the **business of the Local**, shall be granted a leave of absence provided the Board is given a minimum of one (1) week's written notice. The Board will continue to pay the Employee's regular wages and benefits during such absence and the Union shall reimburse the Board for the cost of the same. No more than six (6) Employees, excluding the **President and Chief Steward** of CUPE Local 1317 may be absent at any one time and such leave without pay shall not total more than **two hundred and twenty five (225) working days** in one (1) year excluding traveling time and time spent in **bilateral local bargaining of the Collective Agreement**

President and Chief Steward Leaves

Upon request, the Union President and Chief Steward shall be permitted to be on a **singular union leave each (calendar year for a twelve (12) month employee and school**

year for ten (10) month employee) for up to one (1) year each, pursuant to article 12.02 to attend to the business of the Local. The Union is responsible for the full wages for these individuals from the commencement to the termination of the leave. The Union agrees to pay, in addition to the payment of full wages, all paid leaves outlined in the Collective Agreement including statutory holiday pay. Upon return from the leave, the employee will be placed in their previous position(s), or if the previous position does not exist, the procedure found in Article 11 as applicable will be followed.

It is further understood that the Union will reimburse the Employer for the cost of the Employee's full wages. The Employer shall invoice the Local Union Treasurer, on a bi-monthly basis and shall provide the following information: date of leave, name of employee, hours of work, and hourly rate. All time while on leave shall be considered as time worked for the purpose of calculating service, seniority and any other benefit under the Collective Agreement.

- 12.03 The Union President, or their representative, shall be allowed up to four (4) hours with pay to attend the funeral of an Employee covered by this Agreement or a retiree on a Board pension provided the funeral occurs in the regularly scheduled working hours.
- 12.04 An Employee selected for full-time duty as an officer or representative of the Canadian Union of Public Employees, or Canadian Labour Congress, or Ontario Federation of Labour, will, upon written application to the Administrator of Human Resources/or designate, be granted a leave of absence. This leave shall be for a period not to exceed one (1) year and will, under the above condition, be extended upon written application to the Administrator of Human Resources/or designate. Any person covered by this provision must make written application for reinstatement within twenty (20) days after being released from such full-time duty.

Upon reinstatement, they shall, consistent with their seniority, be placed on their previous or comparable work provided they are able to do the work.

12.05 Bereavement Leave

- (a) An Employee shall be entitled to a leave of absence for five (5) consecutive working days, without deduction of salary or sick leave credit for reasons related to the death of a member of their "Immediate Family".
- (b) Where for any reason the body cannot be interred within five (5) days of death, the leave shall not be more than four (4) working days. The Employee shall be granted an additional day to attend the interment of the deceased
- (c) The "Immediate Family" shall include a relative or a relative through legal adoption of either the employee or the employee's spouse: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, and Grandchild, Great Grandparent, Step-Child and Step-Parent.
- (d) If the distance to the funeral is eight hundred (800) kilometers or more (one way) from the Employee's residence, one additional day of bereavement leave shall be granted.
- (e) An Employee shall be entitled to a leave of absence of one (1) day, without

deduction of salary or sick leave credit to attend the funeral of a member of their "Non-Immediate Family" or to act as a pallbearer. The "Non-immediate Family" shall include the blood relative or relative through legal adoption of either the Employee or the Employee's spouse: niece/nephew, cousin, aunt/uncle, spouse's brother or spouse's sister's husband or wife.

Christmas Shutdown shall count as working days for bereavement purposes

12.06 An Employee shall not be entitled to the benefits of Section 12.05 when they fail upon request to furnish the Board reasonable proof of the necessity for bereavement leave.

12.07 Jury Duty

An Employee called for Jury Duty or who is subpoenaed as a witness to appear in a legal proceeding to which they are not a party or one of the persons charged shall absent themselves from work only to such reasonable extent as will allow them to carry out their duties. Such an Employee will be paid the difference between their standard scheduled hours, times their pay rate and any fee, exclusive of traveling allowances and living expenses that they receive as a juror or as a witness receives for such Jury Duty or subpoenaed appearance.

12.08 Public Office

The Board shall grant an unpaid leave of absence to those Employees who request such leave in order to run or serve in a public office. Such Employees shall retain their seniority as of the commencement of the leave of absence, but shall not accumulate seniority during such leave.

12.09 Adoption Leave

The Board shall grant three (3) day's leave of absence without loss of salary or sick leave credits when it is necessary for the Employee to attend on the day their adopted child is picked up.

Extension to Adoptive Leave

Any Employee who has adopted a child shall have access to an unpaid seventeen (17) week Leave of Absence following the parental leave. The Board shall continue to pay the premium of the Employee's benefits for the duration of the leave from September 1, 2008 - August 31, 2010. As at September 1, 2010 the cost of the premium will be assumed by the Provincial Discussion Table benefit enhancement.

12.10 Training Course

The Board may grant a leave of absence without loss of salary or sick leave credits for the purpose of attending a training course approved for the Employee by the Employer.

12.11 The Board will pay one hundred percent (100%) of the cost of any course of study which in the opinion of the Board would better qualify the Employee to perform their present or future work as may be required by the Board. Board approval of such a course(s) must be attained before starting the course(s) and payment will be made upon successful completion of the course(s). Payment shall not exceed \$300 in a calendar year.

12.12 Personal Days

1. An Employee shall be granted two (2) days per calendar year for personal reasons for which the cost of a casual's wages shall be deducted. Such wages shall not be greater than the daily rate of the Employee taking the personal day. Replacement of the Employee shall be at the discretion of the Board; however deduction will occur either way.
2. The day will not be at the beginning or end of a holiday or holiday weekend.
3. Notification must be given by the Employee three (3) working days in advance, except in certain emergency situations. Where appropriate notice is not possible, the personal day may be granted at the discretion of the appropriate Human Resources Designate upon request for a stated emergency.

12.13 Family Leave

An Employee shall be granted a maximum of two (2) days with pay in a school year, for the employee to attend to the serious illness, surgery or injury of a spouse, dependent child or a parent.

12.14 Emergency Leave

As per the *Employment Standards Act*,

12.15 Compassionate Leave

An Employee may be granted a Leave of Absence for compassionate reasons upon request to the Director of Education. Such leave shall be without loss of pay and deductions of sick leave credits.

ARTICLE 13 – WAGE RATES

- 13.01**
- (a) The Board agrees to pay and the Union agrees to accept the wage rate as set out in Schedules hereto attached and forming part of this Agreement.
 - (b) Wages will be paid bi-weekly on Thursdays.
 - (c) Included with their pay cheque, an Employee shall receive an itemized statement showing as separate items: regular hours of work, overtime hours, shift premiums, allowances, etc.
- 13.02**
- (a) An Employee temporarily transferred at the request of the Board while their regular

work is available shall be paid their average straight time hourly earnings, or the rate of the job transferred to, whichever is the higher. The same shall apply when they are requested to perform experimental work.

(b) When an Employee is assigned to a temporary position paying a lower rate, their rate shall not be reduced. A temporary position shall be defined as a position that lasts for three (3) months or less for wage administration purposes only.

13.03 When work is not available on an Employee's regular job, and they are offered permanent work on another hourly rated job, they shall receive their hourly rate for that particular job to which he/she is transferred.

13.04 Lost time due directly to work stoppage, slowdowns or strikes within the school system shall not be paid for by the Board.

13.05 An Employee shall be paid their average straight time hourly earnings, for the time lost on their operation if called away from same at the Employer's request.

13.06 Shift Premium

(a) For regular full-time Employees, for hours worked on a regularly scheduled shift between three-thirty (3:30) p.m. and twelve (12:00) midnight, or eleven thirty (11:30) p.m. to eight (8:00) a.m., there shall be paid a premium rate of fifty (50) cents per hour.

(b) A regular part-time Employee shall receive a premium of fifty (50) cents for each hour worked after seven-thirty (7:30) p.m. provided the scheduled working hours are those established by the Board. The change in an Employee's working hours at their own request will mean the forfeiture of this premium if their work shift ends after seven-thirty (7:30) p.m.

13.07 Responsibility Allowance

Responsibility Allowance will be paid to each Head Caretaker and the Building Operator at the Board Office in addition to regular wages for such tasks as: coordinating supplies, ensuring proper function of environmental control systems, water flushing, and ensuring all logs are completed and up to date.

Responsibility Allowance will be administered on the following basis:

Square Meter per School	2019-2020	2020-2021	2021-2022
0-2000	\$0.30/hour	\$0.31/hour	\$0.31/hour
2001-4000	\$0.40/hour	\$0.41/hour	\$0.41/hour
4001-6000	\$0.61/hour	\$0.61/hour	\$0.62/hour
High School/Building Operator	\$0.87/hour	\$0.88/hour	\$0.89/hour

ARTICLE 14 – HOURS OF WORK

- 14.01 (a) For regular full-time Employees the standard hours of work shall be forty (40) hours per week, eight hours per day, Monday through Friday for all Caretaking, and Maintenance staff and thirty-five (35) hours per week for all Office and Clerical, Library Technicians, Educational Assistants and Child and Youth Workers.
- (b) For regular part-time Employees the standard hours of work shall be as scheduled, Monday through Friday.
- (c) Educational Assistants, Child and Youth Workers and Credit Recovery Assistants shall work a minimum number of working days per school year, as follows:
- 188 days in 2008-2009;
 - 189 days in 2009-2010;
 - 190 days in 2010-2011;
 - 194 days in 2011-2012.

14.02 The regular working schedule shall be as follows:

- (a) For regular full-time Employees:

Day Shift - Caretakers – Elementary

Starting time - Between Seven (7:00) a.m. and Eight (8) a.m. an eight hour shift spread over a maximum of a nine (9) hour period with one (1) hour unpaid lunch period.

Day Shift - Caretakers – Secondary

Starting time - Between Six (6:00) a.m. - and Seven (7:00) a.m. - an eight hour shift spread over a maximum of a nine (9) hour period with a one (1) hour unpaid lunch period.

Afternoon Shift- Caretakers

Three-thirty (3:30) p.m. - Twelve (12:00) midnight - an eight (8) hour shift spread over a maximum of an eight and a half (8 ½) hour period with a one-half (1/2) hour unpaid lunch period.

Night Shift Caretakers

Eleven-thirty (11:30) p.m. - Eight (8:00) a.m. - an eight (8) hour shift spread over a maximum of an eight and a half (8 ½) period with a one-half (1/2) hour unpaid lunch period.

Maintenance Personnel

Starting time Eight (8:00) a.m. - an eight (8) hour shift with a minimum of thirty (30) minutes unpaid lunch period.

For Caretakers, Building Operator, Full Time Cleaners and Maintenance Personnel, the following applies:

Summer Hours Monday to Thursday - **Seven (7:00) a.m. to three-thirty (3:30) p.m.** - one-half (1/2) hour unpaid lunch; Friday - **Seven (7:00) a.m. to eleven (11:00) a.m.** (or one half shift). Summer Hours shall commence the first Monday in July and end the Friday prior to Labour Day.

For Catholic Education Centre Caretakers the following applies:

Summer Hours Monday to Thursday - From four (4:00) p.m. to twelve thirty (12:30) a.m. with one-half hour unpaid lunch; Friday Twelve (12:00) noon to four (4:00) p.m. Summer hours shall commence the first Monday in July and end the Friday prior to Labour Day.

For all twelve-month groups cited above, summer hours will be paid as if the employee has worked their regular shift when in attendance for half-days on Fridays.

- (b) The Board will endeavour to provide two (2) fifteen (15) minute paid breaks for all Employees who work a minimum of six (6) hours per shift, and one fifteen (15) minute break for all Employees who work a minimum of four (4) hours per shift.
 - (c) For regular full-time and part-time School Secretaries in a school setting, the regular working schedule shall be in the time frame 7:00 a.m. to 4:30 p.m. taking into consideration the secretarial hours allocated to the school.
- 14.03 (a) For all Employees, the Board does not guarantee any hours of work, but before any change is made in the stopping and starting times, or new and different shifts are established, there will be prior notice to and discussion with the Union.
- (b) Where a regularly scheduled shift starts or ends on a Saturday or Sunday, no overtime payment, as described under Article 15.01 Overtime, shall be paid.

For Catholic Education Centre Office staff, Computer Technicians, Information Technology Assistants and 12-Month Secretaries:

Regular 8:30 a.m. to 4:30 p.m. - 1 hour unpaid lunch
Summer and March Break Monday through Thursday - 8:30 a.m. to 4:00 p.m.
- ½ hour unpaid lunch,
Friday 8:30 a.m. to 1:00 p.m.

Alternate working schedules may be arranged by the Superintendent of Human Resources in consultation with the Supervisor with the agreement of the Employee involved.

For all twelve-month groups cited above, summer hours will be paid as if the employee has worked their regular shift when in attendance for half-days on Fridays.

- 14.04 Where an elementary school has been allocated flex hours, at the discretion of the Principal, in conjunction with the Human Resources Department, the on-site school secretary will be offered said hours. It is understood that no overtime will be paid as a result of flex time.

ARTICLE 15 – OVERTIME

- 15.01 (a) Caretakers, Cleaners, and Maintenance personnel, shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours weekly; for all Office and Clerical, Educational Assistants, Child and Youth Workers, Interpreters, Interveners, Communicative Disorder Assistants and Library Technicians, time and one-half (1 ½) for all hours worked in excess of thirty-five (35) weekly; and for all staff, time and one-half (1 ½) for all hours worked on a Saturday.
- (b) Double (2) time for all hours worked on Sunday.
- (c) The Union recognizes that it is the function of the Board to schedule hours of work and the Employee's obligation to work the hours scheduled, provided the hours scheduled do not violate the "Employment Standards Act of the Province of Ontario" and regulations thereunder.
- (d) For Catholic Education Centre Office and Clerical staff Employees overtime must be approved by the Supervisor through the appropriate Superintendent.
- 15.02 Compensation for overtime shall not be paid twice (2) for the same hours of work. The applicable shift premium as defined in Section 13.06 shall be paid for hours worked, including overtime hours at straight time rates.
- 15.03 Employees who worked approved overtime may, with mutual agreement take time off at the equivalent overtime rate rather than receive premium pay.
- 15.04 When an Employee, is called back to work because of an emergency after leaving the Board premises, they shall be entitled to receive their time and one-half (1 ½) pay for hours worked, but in no case shall be paid less than three (3) hours pay at job hourly rate.
- 15.05 Work performed by an Employee in excess of the standard weekly hours will not be paid for at time and one-half (1 ½) rate when:
- (a) Such overtime is caused by a personal arrangement made between two (2) Employees, that is, where one (1) Employee works for another.
- (b) A change is made in an Employee's working hours at their own request.
- (c) The time is spent by the bargaining unit members in grievance meetings with the Board representatives during the members regular scheduled shift hours, however, such time will be considered part of the representatives regular shift hours in determining overtime hours on regular work.

- 15.06 For all twelve month Employees, overtime shall be divided as equally as is practicable among the Employees in the same classification assigned to the individual school/facility. Where there are not sufficient volunteers to perform the overtime at an individual school/facility, an Employee shall be assigned to the overtime, within the same classification, on the basis of senior may, junior must. It is understood overtime is offered or forced only to those employees at the workplace on the day in question.
- 15.07 For all Maintenance personnel, overtime shall be assigned in accordance with trade specific tasks and/or trade licenses, and offered first to those who have annually declared to be available for overtime.

ARTICLE 16 – VACATIONS

- 16.01 (a) All twelve (12) month Employees, who have been continuously employed, will receive Vacation Entitlement as follows, effective the 1st of January:
- (b) All ten (10) month Employees, who have been continuously employed, will receive Vacation Pay Percentage (%) as follows, effective the 1st of January (less Vacation Pay Percentage, equivalent to five regular days' work for March Break):

<i>Vacation Schedule</i>		
Continuous Employment	Vacation Entitlement (12 month Employees, time in lieu)	Vacation Pay % (10 month Employees, per pay)
Less than 1 year	One day a month, to a maximum of 10 days	
1 year but less than 3 years	2 weeks	4%
3 years but less than 9 years	3 weeks	6%
9 years but less than 17 years	4 weeks	8%
17 years but less than 27 years	5 weeks	10%
27 years and over	6 weeks	12%

"Total Earnings" shall be the gross earnings from the Board during the twelve (12) month period between January 1st and December 31st of the current year. The difference between vacation entitlement and vacation shall be paid by the third pay in the New Year. Vacation pay shall be the appropriate percentage of the total earnings or their regular week's pay, whichever is the greater.

- (c) If an Employee leaves the employment of the Board during the calendar year, the current year's Vacation Entitlement or Vacation Pay Percentage, will be pro-rated on the basis of equivalent time worked.
- 16.02 (a) i) Vacations for Caretakers and Cleaners shall be granted at such time as the Board finds most suitable considering both the wishes of the Employees and the efficient operation of the Board or due to emergency conditions.

Vacation requests shall be submitted by February 28th of each year. **If vacation is not submitted by February 28th, the Employer may determine when vacation will be scheduled for the calendar year.** If the Employee accepts another CUPE Posting after February 28th their vacation request is null and void and they must re-submit their request to the new on-site Supervisor, except when an Employee can illustrate pre-payment for their trip. A response will be sent to the Employee no later than thirty (30) calendar days.

- ii) Maintenance personnel may take a maximum of three (3) weeks' vacation during the summer months provided that no two maintenance personnel of the same trade will be off at the same time; three weeks' vacation is not to be taken consecutively. Vacation shall not be granted at Spring Break, but may be taken throughout the year at times as the Board finds most suitable considering both the wishes of the Employee and the efficient operation of the Board or due to emergency conditions.
- (b) All 10 month Employees with eighteen (18) or more years of seniority shall be allowed to take two (2) weeks unpaid leave of absence on the basis of seniority while school is in session. There shall be no more than fifteen (15) such leaves in total approved per calendar year.
- (c) Catholic Education Centre Office and Clerical Employees may take their vacation at any time during the calendar year with the approval of their departmental Superintendents and providing it does not interfere with the operation of the Catholic Education Centre.

Vacation requests must be received by the Human Resources Department prior to February 28th of the current school year. A response will be sent to the Employee no later than thirty (30) calendar days. **If vacation is not submitted by February 28th, the Employer may determine when vacation will be scheduled for the calendar year.**

- (d) Once vacation entitlement has been approved, any request to alter said vacation entitlement shall be at the discretion of the Supervisor and the **Administrator of Human Resources/or designate.**
- 16.03 For all twelve month Employees, up to fifty (50) percent of a vacation may be postponed to the following calendar year, provided written notification is given by the Employee to the Human Resources Department, no later than February 28th of the current school year. Carryover shall not exceed three additional vacation weeks in any calendar year.
- 16.04 For Caretakers, Cleaners, Maintenance personnel and regular part-time staff, at the option of the Board any Employee or Employees may be asked to work after the Employee has started their vacation and if the Employee or Employees choose to work during this vacation period they shall be entitled to time and one-half (1 ½) of their regular rate of pay for each day so worked plus a paid day off in lieu of the vacation day so worked.
- 16.05 The vacation pay to which a deceased Employee was entitled at the time of their death shall be paid to their estate.

- 16.06 If, during a period of vacation an Employee is hospitalized or bereavement occurs in accordance with Article 12.05, there shall be no deduction from vacation credit for such absence. The Employee may choose that the period of vacation so displaced shall be added to the vacation or reinstated for use as per Article 16.02.

ARTICLE 17 – PAID HOLIDAYS

- 17.01 (a) An Employee shall receive without working and regardless of the day on which the holiday is observed, their wage rate times the number of hours they are regularly scheduled to work less any other payment such as sick leave entitlement, etc.

Heritage Day - If declared a holiday by the School Board
Family Day
Good Friday
Easter
Monday
Victoria Day
Canada Day
Civic
Holiday
Labour Day
Thanksgiving Day

The Christmas shutdown shall be two complete weeks (a maximum of eleven working days, inclusive of all statutory holidays - Christmas Day, Boxing Day and New Year's Day).

Provided that:

- (i) They have worked on their regularly scheduled shifts immediately preceding and succeeding the Paid Holidays unless written permission is obtained from the Supervisor and;
- (ii) Provided they have worked in the week in which the holiday is observed unless they are on authorized paid leave of absence.
- 17.02 An Employee who is scheduled to work on the day of observance of one of the Paid Holidays and who works on such Paid Holiday, shall receive in addition to the pay provided in paragraph 17.01, one and one-half (1 ½) times their wage rate for all hours worked on the paid holiday.
- 17.03 If a paid holiday is observed during the Employee's vacation, such Employee shall either be given another day's vacation with pay or wages in lieu thereof.
- 17.04 Should a paid holiday occur during an Employee's scheduled summer vacation period, the Employee may choose to take a day in lieu of the paid holiday at any time during the summer school shut-down period. Any Employee wishing to take a day in lieu must notify the Board at the time they request their annual vacation.

ARTICLE 18 – MISCELLANEOUS

18.01 Bulletin Boards

The Board agrees to post notices and other Union business and affairs electronically on the Niagara Catholic Staff Portal. It is agreed however, that such notices must be approved by the **Administrator of Human Resources/or designate**.

18.02 No Employee shall be recognized by the Board as a Steward, or as a member of the Executive Board of the Union until the **Administrator of Human Resources/or designate** has been notified, in writing, of their status and jurisdiction by the President, Vice-President, or Secretary of the Union. Each member of the Executive Board shall be regular Employees of the Board during their time of office.

18.03 Members of the Board Management shall not do the work which is normally assigned to direct workers, except for temporary periods in emergencies or in relieving Employees for personal time or in instructing Employees or in carrying out functions necessary to the fulfillment of their supervisory responsibilities, such as checking workmanship and quality and running equipment, to check on operating problems or maintenance needs. It is recognized that in the performance of experimental and development work on equipment, it is sometimes necessary for supervisory or technical personnel to perform operations for occasional short periods of time in order to "get the feel" of the operation. Direct work by supervisors and technical personnel shall be for the purpose stated above and shall not be for the purpose of displacing direct workers. No member of the bargaining unit shall be laid off or have hours of work reduced as a result of the use of volunteers.

18.04 The Board agreed to pay tuition fees for courses requested by the Employer, as set out in Board Policy.

18.05 An Educational Assistant who is assigned for one hundred percent (100%) of their working hours to one (1) or more special needs child(ren), and is required to spend all yard duty sessions and lunch hour in the direct supervision of that child, shall be designated as unassignable to general yard duty. Such designation shall be made by the Superintendent of Student Services.

18.06 The Board shall provide Maintenance Personnel with up to one hundred and fifty dollars (\$150) every year towards the purchase of safety boots.

18.07 The Board will supply to all Maintenance personnel the following uniform:

One (1) pair of coveralls
Five (5) pairs of pants
Five (5) shirts

Henceforth, on an annual basis, the Board will supply to all Maintenance personnel a maximum of five (5) additional shirts and three additional pairs of pants. It is understood that all Maintenance personnel are required to be in full seasonal uniform as determined by the immediate supervisor.

- 18.08 The Board shall provide Maintenance Personnel a maximum of one hundred dollars (\$100) for each trade certificate renewal, on a per annum basis.
- 18.09 Employee Personnel File
- (a) An Employee shall have access during normal business hours to their personnel file, upon reasonable notice to the Human Resources Department. The Employee may copy any material contained in these files, for a fee of ten cents (10¢) per page.
 - (b) If an Employee disputes the accuracy of their file, they can request in writing the removal of a specified item or its correction and have such a letter included as part of the Personnel file. If removal is agreed to by both parties, then the document shall be destroyed with both parties present.
 - (c) An Employee shall receive a copy of any evaluation or assessment report concerning them, and it shall indicate if the evaluation or assessment is to be included in the Employee's personnel file. The Employee shall acknowledge that they had the opportunity to review such material by affixing their signature. The Employee may also write comments concerning the assessment or evaluation that will be included in their file.
- 18.10 All prior discipline will be removed from an Employee's record, provided the Employee is not disciplined in thirty-six (36) consecutive months from the last date of discipline. This provision will apply on a go-forward basis subsequent to the ratification of the collective agreement.

ARTICLE 19 – GENERAL WELFARE PROGRAM

19.01 Long Term Disability

- (a) Mandatory Long Term Disability (LTD) plan – 60% of the Employee's basic annual earnings (100% paid by the Employee) with a waiting period of one-hundred (100) days.

19.02 LTD Repayment

In the event of a sick leave overpayment by the Board to any Employee, repayment of this amount shall take place within a calendar year from the date of discovery of said overpayment, with the repayment schedule subject to consultation and consent by both parties within this time frame. In the event there is no agreement within two (2) months, then the amount shall be taken out in equal payments over the balance of the ten (10) months.

20.03 Retirement Gratuity

Retirement Gratuity shall be according to the following provisions subject to Part A, Appendix B In the Central Terms.

Former Welland Employees:

- (1) For regular full-time Office, Clerical, Library Technicians, Educational Assistants, Child and Youth Workers, Caretaking and Maintenance Employees of the former Welland Board, on termination only for age or disability due to illness or accident of Employee or in the event of the death of an Employee, an Employee with over one (1) years' service shall receive payment for **fifty-percent (50%)** of their accumulated sick leave to a maximum of six (6) month's earnings, based on the actual yearly earnings at January 1, 1999.
- (b) Retirement Gratuity shall only apply to Employees of the former Welland County Catholic School Board who were hired before September 1, 1998, and who were in receipt of a retirement gratuity through a CUPE 1317 Collective Agreement.

Former Lincoln Employees:

- (c) Retirement Gratuity shall only apply to Caretakers, Cleaners, Maintenance Workers, and School Secretaries of the former Lincoln County Catholic School Board who were hired before September 1, 1996, and who were in receipt of a retirement gratuity through a CUPE 911 collective agreement and have ten (10) years of service with the Board or its predecessor Boards.
- (d) Retirement Gratuity shall also apply to Administrative Clerks and Technicians of the former Lincoln County Catholic School Board who were hired before January 1, 1989 and who were in receipt of a retirement gratuity through a CUPE 911 Collective Agreement.
- (e) The retirement gratuity shall be a maximum of **fifty-percent (50%)** of the salary of their accumulated sick leave to a maximum of six (6) months earnings, based on the actual yearly earnings at January 1, 1999.

IT IS UNDERSTOOD THAT THE ONTARIO MUNICIPAL ACT LIMITS A MAXIMUM PAYMENT OF SIX (6) MONTHS SALARY.

In consideration of the fact that the Board is herein improving benefits, the parties hereto agree that the Board shall be entitled to retain the full amount of any premium reduction under the Unemployment Insurance Act, i.e. Twelve-twelfths (12/12) of the premium reduction granted by the Employment Insurance Commission.

ARTICLE 21 – NOTICES

- (a) **All employees in the bargaining unit shall keep the Administrator of Human Resources/or designates Office informed of their current address and name change. Such list shall be provided to the Union on or before October 1st of each year. Such list shall include name, address, phone number and home work location.**
- (b) **The Union shall be copied on all letters of hire for all Employees hired into the Bargaining Unit.**

ARTICLE 22 – CONTRACTING OUT

22.01 The Employer agrees that no regular Employee on staff who has completed their probationary period shall be laid off or have their employment terminated as the result of any work now being performed by the Employer, being sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non-unit Employee.

ARTICLE 23 – CONTINUING EDUCATION INSTRUCTORS

23.01 Upon ratification the rates of pay for Continuing Education Instructors inclusive of vacation pay and statutory holidays are as follows:

August 31, 2019 (.5%)	September 1, 2019 (1%)	September 1, 2020 (1%)	September 1, 2021 (1%)
Literacy and Basic Skills (L.B.S) and English as a Second Language (E.S.L.)			
\$37.29	\$37.66	\$38.04	\$38.42
Interest Course Instructor			
\$32.19	\$32.52	\$32.85	\$33.18
International Language Instructor			
\$28.41	\$28.69	\$28.98	\$29.27
International Language Instructor-in-Charge			
\$44.53	\$44.98	\$45.43	\$45.88

(b) *Vacation*

Effective September 1, 2008, E.S.L., L.I.N.C. and L.B.S. Instructors will receive 6% vacation pay after 20 years of service as of September 1st of the upcoming school year. (Years of service will be determined by employment with the Niagara Catholic District School Board and its predecessor Boards).

23.02 Bereavement Leave

- (a) An Employee shall be entitled to a leave of absence for five (5) consecutive working days, without deduction of salary or sick leave credit for reasons related to the death of a member of their "Immediate Family".
- (b) Where for any reason the body cannot be interred within five (5) days of death, the leave shall not be more than four (4) working days. The Employee shall be granted an additional day to attend the interment of the deceased

- (c) The "Immediate Family" shall include a relative or a relative through legal adoption of either the employee or the employee's spouse: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, and Grandchild, Great Grandparent, Step-Child and Step-Parent.
- (d) If the distance to the funeral is eight hundred (800) kilometers or more (one way) from the Employee's residence, one additional day of bereavement leave shall be granted.
- (e) An Employee shall be entitled to a leave of absence of one (1) day, without deduction of salary or sick leave credit to attend the funeral of a member of their "Non-Immediate Family" or to act as a pallbearer. The "Non-Immediate Family" shall include the blood relative or relative through legal adoption of either the Employee or the Employee's spouse: niece/nephew, cousin, aunt/uncle, spouse's brother or spouse's sister's husband or wife.

Christmas Shutdown shall count as working days for bereavement purposes

23.03 Family Leave

E.S.L. and L.B.S. Instructors shall be granted a maximum of two (2) paid days in a school year for the employee to attend to the serious illness, surgery or injury of a spouse, dependent child or a parent.

- 23.04 Continuing Education Instructors will be eligible for one (1), four-week leave of absence without pay during the months of July and August. All leaves shall be approved by the Administrator of Human Resources/or designate in advance. All requests must be received by the Human Resources Department prior to April 30th of the current school year. All Employees will receive a response from the Human Resources Department within 30 days of the date that their request is submitted to the Human Resources Department.

ARTICLE 24 – DURATION OF AGREEMENT

- 24.01 This Agreement will go into effect from the date of ratification. Wage rates will be effective **September 1, 2019**. This agreement shall continue year to year unless not more than ninety (90) days or less than sixty (60) days previous to **August 31, 2022** or any subsequent year, either party gives written notice to the other that it desires revision, modification or termination following the notice.
- 24.02 In the event of notice being given, negotiations with a view to arranging a new Agreement shall begin within fifteen (15) days.
- 24.03 The copies of the Collective Agreement will be signed, printed and distributed within ninety (90) days of ratification by both parties, then distributed to School Board locations at a 50/50 co-share cost between the parties.

In witness thereof, the parties hereto, by their duly authorized representatives, have executed this Agreement in Welland on this 14 day of October 2021.

The Niagara Catholic District School Board and Local 1317, the Canadian Union of Public Employees

THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317

Sherry Byng
Ann. Jones
Jeremy Wright

Anna Moxner
[Signature]
Patricia Bull
[Signature]
Linda Clout
[Signature]

T
E
*

SCHEDULE "A" - WAGES

August 31, 2019 – .5%						
Position Title	Steps					
	0	1	2	3	4	5
Accounts Payable Clerk	\$18.57	\$19.79	\$21.03	\$22.24	\$23.48	\$24.67
Building Operator*	\$20.55	\$22.19				
Caretaker*	\$20.55	\$22.19				
Child and Youth Workers	\$21.33	\$22.59	\$23.83	\$25.05	\$26.27	\$27.50
Child Care Provider	\$22.19					
Classroom Assistant	\$21.50					
Cleaner*	\$16.25	\$19.46				
Communicative Disorder Assistant	\$23.68					
Community Lease Clerk	\$19.71	\$20.66	\$21.38	\$22.40	\$23.36	\$24.59
Computer Technician	\$27.26	\$28.29	\$29.31	\$30.33	\$31.37	
Courier	\$18.52	\$19.12	\$19.80	\$20.74	\$21.63	\$22.76
Designated Early Childhood Educator*	\$21.22	\$22.85	\$24.96	\$26.11	\$27.75	
Early Childhood Educator*	\$20.55	\$22.19				
Educational Assistants	\$21.33	\$22.59	\$23.83	\$25.05	\$26.27	\$27.50
Guidance Secretary	\$18.52	\$19.12	\$19.80	\$20.74	\$21.63	\$22.76
Head Secretary*	\$21.71	\$24.67				
Information Technology Assistant	\$24.60	\$25.53	\$26.45	\$27.36	\$28.31	
Interpreter	\$21.33	\$22.59	\$23.83	\$25.05	\$26.27	\$27.50
Intervener	\$18.51	\$19.73	\$20.97	\$22.23	\$23.44	\$24.67
Library Technicians	\$18.51	\$19.73	\$20.97	\$22.23	\$23.44	\$24.67
Maintenance Personnel*	\$23.33	\$27.51				
Print Clerk, Switchboard Operator	\$19.71	\$20.66	\$21.38	\$22.40	\$23.36	\$24.59
Purchasing Budget Control Clerk	\$18.92	\$20.47	\$21.23	\$22.37	\$23.52	\$24.67
SCOEP Assistants	\$21.33	\$22.59	\$23.83	\$25.05	\$26.27	\$27.50
School Admin Support Officer	\$22.59	\$23.73	\$24.54	\$25.68	\$28.04	\$28.22
School Secretary*	\$19.25	\$22.19				
Secretary- Facilities Services	\$19.71	\$20.66	\$21.38	\$22.40	\$23.36	\$24.59
Secretary to Consultants	\$18.52	\$19.12	\$19.80	\$20.74	\$21.63	\$22.76
Secretary to Continuing Education	\$18.52	\$19.12	\$19.80	\$20.74	\$21.63	\$22.77
Secretary to Student Support Services	\$18.52	\$19.12	\$19.80	\$20.74	\$21.63	\$22.76
Secretary to the Principal of Continuing Education (L)	\$18.22	\$19.11	\$20.19	\$21.51	\$22.83	\$24.34
Settlement Worker	\$18.52	\$19.12	\$19.80	\$20.74	\$21.63	\$22.76
Transportation Technician	\$27.26	\$28.29	\$29.31	\$30.33	\$31.36	

*Signifies two-step grid

W = Former Welland

L = Former Lincoln

Effective September 1st of each year.

Employees who move to a different position during the year, will be prorated as at September 1st of each year.

Employees who are hired to the Board after September 1st of each year will be pro-rated.

All other job classes are independent and movement from within the other job classes will result in placing the successful candidate at zero (0) years' experience.

Those job classes which are identified on the salary grid (*) as having 2 steps, will be interpreted as follows:

Step Zero (0) deemed as start rate

Step One (1) deemed as six (6) month rate.

SCHEDULE "A" - WAGES

September 1, 2019 – 1%						
Position Title	Steps					
	0	1	2	3	4	5
Accounts Payable Clerk	\$18.76	\$19.99	\$21.24	\$22.46	\$23.71	\$24.92
Building Operator*	\$20.76	\$22.41				
Caretaker*	\$20.76	\$22.41				
Child and Youth Workers	\$21.54	\$22.82	\$24.07	\$25.30	\$26.53	\$27.78
Child Care Provider	\$22.41					
Classroom Assistant	\$21.72					
Cleaner*	\$16.41	\$19.65				
Communicative Disorder Assistant	\$23.92					
Community Lease Clerk	\$19.91	\$20.87	\$21.59	\$22.62	\$23.59	\$24.84
Computer Technician	\$27.53	\$28.57	\$29.60	\$30.63	\$31.68	
Courier	\$18.71	\$19.31	\$20.00	\$20.95	\$21.85	\$22.99
Designated Early Childhood Educator*	\$21.43	\$23.08	\$25.21	\$26.37	\$28.03	
Early Childhood Educator*	\$20.76	\$22.41				
Educational Assistants	\$21.54	\$22.82	\$24.07	\$25.30	\$26.53	\$27.78
Finance Specialist	\$22.81	\$23.97	\$24.79	\$25.94	\$28.32	\$28.49
Guidance Secretary	\$18.71	\$19.31	\$20.00	\$20.95	\$21.85	\$22.99
Head Secretary*	\$21.93	\$24.92				
Information Technology Assistant	\$24.85	\$25.79	\$26.71	\$27.63	\$28.59	
Interpreter	\$21.54	\$22.82	\$24.07	\$25.30	\$26.53	\$27.78
Intervener	\$18.70	\$19.93	\$21.18	\$22.45	\$23.66	\$24.92
Library Technicians	\$18.70	\$19.93	\$21.18	\$22.45	\$23.66	\$24.92
Maintenance Personnel*	\$23.56	\$27.79				
Print Clerk, Switchboard Operator	\$19.91	\$20.87	\$21.59	\$22.62	\$23.59	\$24.84
Purchasing Budget Control Clerk	\$19.11	\$20.67	\$21.44	\$22.59	\$23.76	\$24.92
SCOEP Assistants	\$21.54	\$22.81	\$24.07	\$25.30	\$26.53	\$27.78
School Admin Support Officer	\$22.82	\$23.97	\$24.79	\$25.94	\$28.32	\$28.50
School Secretary*	\$19.44	\$22.41				
Secretary- Facilities Services	\$19.91	\$20.87	\$21.59	\$22.62	\$23.59	\$24.84
Secretary to Consultants	\$18.71	\$19.31	\$20.00	\$20.95	\$21.85	\$22.99
Secretary to Continuing Education	\$18.71	\$19.31	\$20.00	\$20.95	\$21.85	\$22.99
Secretary to Student Support Services	\$18.71	\$19.31	\$20.00	\$20.95	\$21.85	\$22.99
Secretary to the Principal of Continuing Education (L)	\$18.40	\$19.30	\$20.39	\$21.73	\$23.06	\$24.58
Settlement Worker	\$18.71	\$19.31	\$20.00	\$20.95	\$21.85	\$22.99
Transportation Technician	\$27.53	\$28.57	\$29.60	\$30.63	\$31.67	

*Signifies two-step grid

W = Former Welland

L = Former Lincoln

Effective September 1st of each year:

Employees who move to a different position during the year, will be prorated as at September 1st of each year.

Employees who are hired to the Board after September 1st of each year will be pro-rated.

All other job classes are independent and movement from within the other job classes will result in placing the successful candidate at zero (0) years' experience.

Those job classes which are identified on the salary grid (*) as having 2 steps, will be interpreted as follows:

Step Zero (0) deemed as start rate

Step One (1) deemed as six (6) month rate.

SCHEDULE "A" - WAGES

September 1, 2020 – 1%						
Position Title	Steps					
	0	1	2	3	4	5
Accounts Payable Clerk	\$18.95	\$20.19	\$21.45	\$22.68	\$23.95	\$25.17
Building Operator*	\$20.97	\$22.63				
Caretaker*	\$20.97	\$22.63				
Child and Youth Workers	\$21.76	\$23.05	\$24.31	\$25.55	\$26.80	\$28.06
Child Care Provider	\$22.63					
Classroom Assistant	\$21.94					
Cleaner*	\$16.57	\$19.85				
Communicative Disorder Assistant	\$24.16					
Community Lease Clerk	\$20.11	\$21.08	\$21.81	\$22.85	\$23.83	\$25.09
Computer Technician	\$27.81	\$28.86	\$29.90	\$30.94	\$32.00	
Courier	\$18.90	\$19.50	\$20.20	\$21.16	\$22.07	\$23.22
Designated Early Childhood Educator*	\$21.64	\$23.31	\$25.46	\$26.63	\$28.31	
Early Childhood Educator*	\$20.97	\$22.63				
Educational Assistants	\$21.76	\$23.05	\$24.31	\$25.55	\$26.80	\$28.06
Finance Specialist	\$23.04	\$24.21	\$25.04	\$26.20	\$28.60	\$28.77
Guidance Secretary	\$18.90	\$19.50	\$20.20	\$21.16	\$22.07	\$23.22
Head Secretary*	\$22.15	\$25.17				
Information Technology Assistant	\$25.10	\$26.05	\$26.98	\$27.91	\$28.88	
Interpreter	\$21.76	\$23.05	\$24.31	\$25.55	\$26.80	\$28.06
Intervener	\$18.89	\$20.13	\$21.39	\$22.67	\$23.90	\$25.17
Library Technicians	\$18.89	\$20.13	\$21.39	\$22.67	\$23.90	\$25.17
Maintenance Personnel*	\$23.80	\$28.07				
Print Clerk, Switchboard Operator	\$20.11	\$21.08	\$21.81	\$22.85	\$23.83	\$25.09
Purchasing Budget Control Clerk	\$19.30	\$20.88	\$21.65	\$22.82	\$24.00	\$25.17
SCOEP Assistants	\$21.76	\$23.05	\$24.31	\$25.55	\$26.80	\$28.06
School Admin Support Officer	\$23.05	\$24.21	\$25.04	\$26.20	\$28.60	\$28.79
School Secretary*	\$19.63	\$22.63				
Secretary- Facilities Services	\$20.11	\$21.08	\$21.81	\$22.85	\$23.84	\$25.09
Secretary to Consultants	\$18.90	\$19.50	\$20.20	\$21.16	\$22.07	\$23.22
Secretary to Continuing Education	\$18.90	\$19.50	\$20.20	\$21.16	\$22.07	\$23.22
Secretary to Student Support Services	\$18.90	\$19.50	\$20.20	\$21.16	\$22.07	\$23.22
Secretary to the Principal of Continuing Education (L)	\$18.58	\$19.49	\$20.59	\$21.95	\$23.29	\$24.83
Settlement Worker	\$18.90	\$19.50	\$20.20	\$21.16	\$22.07	\$23.22
Transportation Technician	\$27.81	\$28.86	\$29.91	\$30.94	\$31.99	

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All other job classes are independent and movement from within the other job classes will result in placing the successful candidate at zero (0) years' experience.

Those job classes which are identified on the salary grid (*) as having 2 steps, will be interpreted as follows:

Step Zero (0) deemed as start rate

Step One (1) deemed as six (6) month rate.

SCHEDULE "A" - WAGES - 1% Increase as per Central Agreement

September 1, 2021 - 1%						
Position Title	Steps					
	0	1	2	3	4	5
Accounts Payable Clerk	\$19.14	\$20.39	\$21.66	\$22.91	\$24.19	\$25.42
Building Operator*	\$21.18	\$22.86				
Caretaker*	\$21.18	\$22.86				
Child and Youth Workers	\$21.98	\$23.28	\$24.55	\$25.81	\$27.07	\$28.34
Child Care Provider	\$22.86					
Classroom Assistant	\$22.16					
Cleaner*	\$16.74	\$20.05				
Communicative Disorder Assistant	\$24.40					
Community Lease Clerk	\$20.31	\$21.29	\$22.03	\$23.08	\$24.07	\$25.34
Computer Technician	\$28.09	\$29.15	\$30.20	\$31.25	\$32.32	
Courier	\$19.09	\$19.70	\$20.40	\$21.37	\$22.29	\$23.45
Designated Early Childhood Educator*	\$21.86	\$23.54	\$25.71	\$26.90	\$28.59	
Early Childhood Educator*	\$21.18	\$22.86				
Educational Assistants	\$21.98	\$23.28	\$24.55	\$25.81	\$27.07	\$28.34
Finance Specialist	\$23.27	\$24.45	\$25.29	\$26.46	\$28.89	\$29.06
Guidance Secretary	\$19.09	\$19.70	\$20.40	\$21.37	\$22.29	\$23.45
Head Secretary*	\$22.37	\$25.42				
Information Technology Assistant	\$25.35	\$26.31	\$27.25	\$28.19	\$29.17	
Interpreter	\$21.98	\$23.28	\$24.55	\$25.81	\$27.07	\$28.34
Intervener	\$19.08	\$20.33	\$21.60	\$22.90	\$24.14	\$25.42
Library Technicians	\$19.08	\$20.33	\$21.60	\$22.90	\$24.14	\$25.42
Maintenance Personnel*	\$24.04	\$28.35				
Print Clerk, Switchboard Operator	\$20.31	\$21.29	\$22.03	\$23.08	\$24.07	\$25.34
Purchasing Budget Control Clerk	\$19.49	\$21.09	\$21.87	\$23.05	\$24.24	\$25.42
SCOEP Assistants	\$21.98	\$23.28	\$24.55	\$25.81	\$27.07	\$28.34
School Admin Support Officer	\$23.28	\$24.45	\$25.29	\$26.46	\$28.89	\$29.08
School Secretary*	\$19.83	\$22.86				
Secretary- Facilities Services	\$20.31	\$21.29	\$22.03	\$23.08	\$24.07	\$25.34
Secretary to Consultants	\$19.09	\$19.70	\$20.40	\$21.37	\$22.29	\$23.45
Secretary to Continuing Education	\$19.09	\$19.70	\$20.40	\$21.37	\$22.29	\$23.45
Secretary to Student Support Services	\$19.09	\$19.70	\$20.40	\$21.37	\$22.29	\$23.45
Secretary to the Principal of Continuing Education (L)	\$18.77	\$19.68	\$20.80	\$22.17	\$23.52	\$25.08
Settlement Worker	\$19.09	\$19.70	\$20.40	\$21.37	\$22.29	\$23.45
Transportation Technician	\$28.09	\$29.15	\$30.20	\$31.25	\$32.31	

*Signifies two-step grid

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Step Zero (0) deemed as start rate

Step One (1) deemed as six (6) month rate.

Letter of Intent

BETWEEN

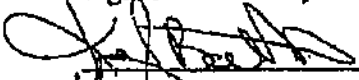
NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

The parties agree that it is the spirit of the May 27, 2008 Provincial Discussion Table (PDT) Agreement, to permit all school based staff a role in general supervision, with the exception of school secretaries and custodial staff.

Signed in Welland, Ontario this 3rd day of June ~~2008~~ ²⁰⁰⁹ *AB*



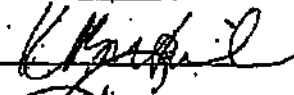
Françoise Beaudoin

Virginia Mattiello

Agnès Beaudoin

Alexandre Beaudoin

For C.U.P.E.



Joseph


St. Salpi

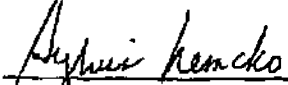
For the Board


LETTER OF UNDERSTANDING BETWEEN
NIAGARA CATHOLIC DISTRICT SCHOOL BOARD AND
CANADIAN UNION OF PUBLIC EMPLOYEES 1317

RE: Change to Start and End Time


1. Notwithstanding article 14.03 a) of the collective agreement, the Employer may change the start and end time of an Employee's shift with forty-eight (48) hours' notice to said Employee.
2. In conjunction with article 1, such change in the start and end times of an Employee's shift shall take place no more than two (2) times per month.







For C.U.P.E.



For the Board

LETTER OF UNDERSTANDING

BETWEEN

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317

RE: Educational Assistant/Designated Early Childhood Educator Displacement

When an Educational Assistant/**Designated Early Childhood Educator** has been displaced from their location following the end of the school year, and there is a resulting increase in the Educational Assistant/**Designated Early Childhood Educator** complement position to the same location, no later than September 15th of the next school year, the displaced Educational Assistant/**Designated Early Childhood Educator** will be reinstated to their previous location.

There will be no subsequent movements resulting from this transfer. Note: There will be no more than three transfers as stated above in any school year.

Signed at Welland, Ontario this 28th day of June, 2021.

THE NIAGARA CATHOLIC DISTRICT
SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1317

Sherry Byng

Anna Maxner

Letter of Understanding

BETWEEN

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317

Re: Inclement Weather

As a result of an official Board closure system wide during inclement weather, an Employee will be granted a leave of absence without loss of pay.

Signed in Welland, Ontario this 6th day of July





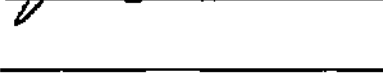
















For C.U.P.E.

For the Board



LETTER OF UNDERSTANDING BETWEEN
NIAGARA CATHOLIC DISTRICT SCHOOL BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES 1317

RE: Early Learning/Kindergarten Program

The parties agree to the following:

1. Notwithstanding any provision of the current Collective Agreement or past practice, it will not be construed as to prejudicially affect the rights and privileges with respect to the employment of Designated Early Childhood Educators enjoyed by Roman Catholic and Protestant Separate School Boards under the British North America Act 1867 and the Constitution Act, 1982. In keeping with the Board's practice for its teaching staff, employees hired into the job classification Designated Early Childhood Educator shall be required to provide documentation of Catholicity including a current pastoral reference.


2.

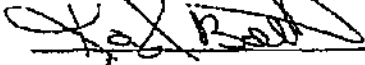
	September 1, 2010- August 31, 2012
Letter of Permission	\$18.54
Qualified 0 years' experience	\$20.09
Qualified 1 years' experience	\$21.63
Qualified 2 years' experience	\$23.63
Qualified 3 years' experience	\$24.72
Qualified 4+ years' experience	\$26.27

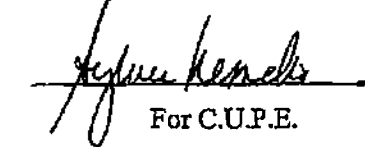
- a. "Designated" means a member in good standing with the Ontario College of Early Childhood Educators, within the Early Learning/Kindergarten Program.
 - b. Such internal work experience will be credited to a maximum of three years' experience on the above stated grid.
3. That the normal work week for Designated Early Childhood Educators will be up to thirty-five (35) hours per week, with the pre-existing Designated Early Childhood Educators within the current Collective Agreement to remain at their present hours of work per week.


4. That any Designated Early Childhood Educator who commences employment after June 1, 2010 shall not be subject to article 10.01 a) of the current Collective Agreement, but to the probationary period designated under Bill 242.
5. That any Designated Early Childhood Educator who commences employment after June 1, 2010 shall be eligible to enroll in the General Welfare Plan following the successful conclusion of the first sixty (60) working days of the probationary period under Bill 242.
6. That Designated Early Childhood Educators shall be included as a job class identified in article 10.06.
7. That the before and after component of the Early Learning Kindergarten Program shall be delivered by the long established third party provider of the Board and shall not be subject to the terms of this Letter of Understanding.
8. That the pay schedule illustrated in Article 2 above includes initial Pay Equity amounts, to be reviewed not sooner than August 31, 2012.


Dated at Welland this _____ day of October 2010

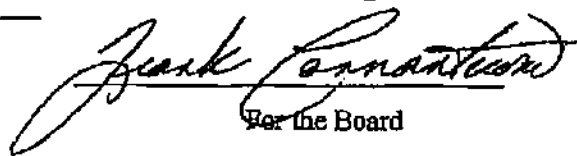





For C.U.P.E.






For the Board

Letter of Understanding

BETWEEN:

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1317

RE: ESL/LBS Posting and Layoff Procedure

For inclusion in the September 1, 2019 to August 31, 2022 Collective Agreement, effective upon ratification of Collective Agreement.

1. The Board shall post all vacant, new or evening positions twice annually (in July and in December for evening courses commencing in January) or as soon as the posting becomes available. The Board shall determine the structure of the positions to be posted. Positions shall be granted on the basis of seniority, provided that the employee has the requisite qualifications to perform the entirety of the position. The posting will describe the hours, day(s) of the week, duration, location **and ESL level of instruction (level subject to change based on program needs, i.e. funding, enrollment, ministry requirements, language proficiency needs.)** Should the Board not solicit sufficient volunteers, the principle of senior may, junior must will apply.
2. For summer positions, the Board shall post such positions on or before July 1. The Board shall determine the structure of the positions to be posted. Positions shall be granted on the basis of seniority, provided that the employee has the requisite qualifications to perform the entirety of the position. The posting will describe the hours, day(s) of the week, duration and location. Should the Board not solicit sufficient volunteers, the principle of senior may, junior must will apply.
3. ESL/LBS Instructors may only obtain postings totaling a maximum of thirty-six (36) hours.
4. Where there is a reduction in hours to an existing position, the ESL/LBS Instructor shall be offered an available position (should one exist), in order of seniority.
5. Should the Board determine that fewer ESL/LBS Instructors are required, all layoffs shall be conducted on the basis of seniority, provided the remaining ESL/LBS Instructors have the requisite qualifications.
6. The Board shall maintain a separate seniority list of all ESL/LBS Instructors and post such list to the Board Intranet on or before March 31 each year.

Signed at Welland, Ontario this 18th day of June, 2021.

THE NIAGARA CATHOLIC DISTRICT
SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1317

Sherry Byng

Anna Maxner

Letter of Understanding

BETWEEN:

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1317

RE: Posting Procedure #1

For inclusion in the September 1, 2019 to August 31, 2022 Collective Agreement, effective upon ratification of Collective Agreement.

1. Articles 10.03 (b) (i), 10.03 (b)(ii), 10.03 (b) (v), 10.04 (f), 10.04 (g), 10.04 (h) and 10.07 are suspended for the duration of the Collective Agreement and are reactivated (unless agreed in writing by the parties) once a new collective agreement has been ratified, regardless of any future Provincial memorandum that extends letters of understanding beyond the current Collective Agreement.
2. Transfers under Article 10.03 (b) (iii) will be made in reverse order of seniority at the school location, subject to the Board's assessment of system and school needs (eg. the duty to accommodate etc.) This is without prejudice to the Union's interpretation of Article 10.03 (b) (iii).
3. The parties agree that the following process shall apply to the following job classifications:
Building Operator, Caretakers, Cleaners, Community Lease Clerk, Computer Technicians, Courier, **Finance Specialist**, Guidance Secretary, Head Secretary, Library Technician, Maintenance Personnel, Print Clerk/Switchboard Operator, Purchasing Budget Control Clerk, School Admin Support Officer, School Secretary, Secretary-**Facilities** Services, Secretary to Consultants, Secretary to Continuing Education, Secretary to Student Support Services
4. On or before June 5th each year, the Board will notify employees that are deemed surplus **in reverse order of seniority** at a school location, as a result of the change in system needs. The employees will be notified that **five (5)** rounds of postings will be provided and they have the option to apply for placement or **the** Board will ensure no reduction in overall hours (existing school location plus additional location) or remain at school location with reduced hours.
5. In addition, the Board will notify employees that will be transferred as per article 10.03 (b) (iii), subject to paragraph 2 above.
6. The Board will post **on the second Friday of June** each year, **except where mutually agreed by both parties**, all vacant positions (including any temporary positions that will exceed 5 months but less than 24 months) to the system for application and fill as per Article 10.03 (a) in accordance with the Employee's preference.
7. **Second, third, fourth, and fifth round newly** vacant positions would then be posted to

- the system for application and filled as per Article 10.03 (a) in accordance with the Employee's preference.
8. Following the **fifth** round, the Board will fill the remaining **vacancies** by preference in order of seniority **of the remaining surplus permanent employees who were not successful in obtaining a position in rounds 1, 2, 3, 4 or 5**. If no preference is given, the Board will place the individual.
 9. **After the final round, any permanent position(s) not filled will be assigned to an LTO and posted in the next posting period.**
 10. **In accordance with #16 and #17 below, where an employee is successful in obtaining an initial vacancy, and in a subsequent round is awarded a different vacancy; the original vacancy shall be re-posted.**
 11. The Board will also post on **the second Friday of November each year, except where mutually agreed by both parties**, all vacant positions (including any temporary positions that will exceed 5 months but less than 24 months) to the system for application and fill as per Article 10.03 (a) in accordance with the Employee's preference.
 12. Second, **third, fourth and fifth** round vacant positions would then be posted to the system for application and filled as per Article 10.03 (a) in accordance with the Employee's preference.
 13. Following the **fifth** round, the Board will fill the remaining **vacancies** by preference in order of seniority **of the remaining surplus permanent employees who were not successful in obtaining a position in rounds 1, 2, 3, 4 or 5**. If no preference is given, the Board will place the individual.
 14. **After the final round, any permanent position(s) not filled will be assigned to an LTO and posted in the next posting period.**
 15. **If applying to more than one position in any round, an employee must specify their order of preference in the "location preference" field of the electronic application on the Board's Intranet.** Failure to submit preferences shall result in the Employee remaining in the position or being placed by the board (as described above) if the Employee was declared surplus.
 16. All placements shall be effective following the Christmas break for November postings.
 17. All placements shall be effective at the start of the school year or return to work date, as applicable, for June postings.
 18. For clarity, to the extent that there is a conflict with the Collective Agreement, the terms of this Letter of Understanding shall take precedent.

Signed at Welland, Ontario this 18th day of June, 2021.

THE NIAGARA CATHOLIC DISTRICT
SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1317

Sherry Byng

Anna Maxner

Letter of Understanding

BETWEEN:

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1317

RE: Posting Procedure #2

For inclusion in the September 1, 2019 to August 31, 2022 Collective Agreement, effective upon ratification of Collective Agreement.

1. This Letter of Understanding is applicable solely to Educational Assistants, Early Childhood Educator, Designated Early Childhood Educators, Classroom Assistant, Childcare Provider, SCOEP Assistant, Intervenors, Interpreters, Communicative Disorder Assistants and Child and Youth Workers.
2. Articles 10.03 (b) (i), 10.03 (b) (ii), 10.04 (f), 10.04 (g), 10.04 (h) and 10.07 of the Collective Agreement are suspended.
3. Transfers under Article 10.03 (b) (iii) will be made in reverse order of seniority at the school location, subject to the Board's assessment of system and school needs (e.g. specialized training familiarity with a student, and the duty to accommodate etc.) The parties agree that the following process shall apply, except where expressly noted:
4. On or before June 5th each year, the Board will notify employees that are deemed surplus **in reverse order of seniority at a school location**, as a result of the change in system needs. The employees will be notified that **five (5) rounds** of postings will be provided and they are required to apply for placement **or remain at their school location with reduced hours**.
5. In addition, the Board will notify employees that will be transferred as per Article 10.03 (b) (iii), subject to paragraph 3 above.
6. The Board will post on **the first Friday of July** each year all vacant positions (including any temporary positions that will exceed 5 months but be less than 24 months) to the system for application and fill as per Article 10.03 (a) in accordance with the Employee's preference.
7. Second, **third, fourth and fifth** round vacant positions would then be posted to the system for application and filled as per Article 10.03 (a) in accordance with the Employee's preference.
8. Following the **fifth** round, the Board will fill the remaining **vacancies** by preference in

order of seniority of the remaining permanent employees who were not successful in obtaining a position in rounds 1,2,3,4 or 5. If no preference is given, the Board will place the individual.

9. After the final round, any permanent position(s) not filled will be assigned to an LTO and posted in the next posting period.
10. In accordance with #16 and #17 below, where an employee is successful in obtaining an initial vacancy, and in a subsequent round is awarded a different vacancy; the original vacancy shall be re-posted.
11. If applying to more than one position in any round, an employee must specify their order of preference in the "location preference" field of the electronic application on the Board's Intranet. Failure to submit preferences shall result in the Employee remaining in the position or being placed by the board (as described above) if the Employee was declared surplus.
12. All Placements shall be effective at the start of the school year or return to work date, as applicable.
13. For clarity, to the extent that there is a conflict with the Collective Agreement, the terms of this Letter of Understanding shall take precedent.

Signed at Welland, Ontario this 18th day of June, 2021.

THE NIAGARA CATHOLIC DISTRICT
SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1317

Sherry Byng

Anna Maxner

LETTER OF UNDERSTANDING
BETWEEN
NIAGARA CATHOLIC DISTRICT SCHOOL BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317

RE: General Supervision

The Board commits to review supervision schedules immediately following the first two months of in-school learning for affected Bargaining Unit positions for the 2021-2022 school year. Findings will be presented for discussion at a joint labour management meeting with Senior Administration staff. Where findings demonstrate an excess amount of supervision minutes, the Board and CUPE will identify and develop a plan to reduce supervision minutes in those locations.

Signed at Welland, Ontario this 28th day of June, 2021.

THE NIAGARA CATHOLIC DISTRICT
SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1317

Sherry Byng

Anna Maxner

LETTER OF UNDERSTANDING

BETWEEN

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES 1317

RE: CUPE Job Evaluation Program

The Board commits to commencing a Joint Job Evaluation program of bargaining unit positions with a view to satisfy Internal Equity and Pay Equity Maintenance in collaboration with CUPE, commencing immediately following ratification of the 2019-2022 CUPE Local 1317 Collective Agreement.

Signed at Welland, Ontario this 28th day of June, 2021.

THE NIAGARA CATHOLIC DISTRICT
SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1317

Sherry Byng

Anna Maxner

CASUAL/APPRENTICE APPENDIX

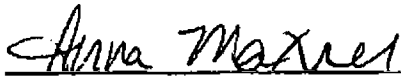
1. The Collective Agreement shall only apply to casuals and apprentices where casuals and apprentices are expressly referenced.
2. The parties agree that the following shall apply to casuals/apprentices. To the extent that there is a conflict with the Collective Agreement, the following provisions apply:
 - (a) Casuals/Apprentices may be terminated or removed from the casual list for any reason determined by the Board, subject to the Human Rights Code. Any grievance filed in respect of a casual/apprentice will be limited to issues arising under the Human Rights Code.
 - (b) A seniority list will be developed for casuals/apprentices in accordance with the Provincial Memorandum. Seniority will be defined as the length of service with the employer attained since the last date of hire.
 - (c) Seniority may not be exercised by a casual/apprentice against an Employee. If a vacancy is not filled by an Employee, a casual/apprentice who applies for this vacancy will be considered, and shall receive reasons why they did not get the job, if requested. Should more than one casual/apprentice apply for a position, the casual/apprentice with the most seniority with the Board will be deemed the successful applicant, provided the applicants are relatively equal in the Board's assessment. This does not in any way preclude the Board from hiring an external candidate instead of a casual/apprentice.
 - (d) If a casual/apprentice is hired as a regular Employee, the casual/apprentice's seniority date will be the date of hire as a regular Employee, following successful completion of the probationary period (60 working days).
 - (e) If a casual/apprentice has ten or more declines in the call out system in a school year (which includes no answer or a hang up, without a call back within one hour to their Human Resources Designate), the casual/apprentice may be removed from the call out list at the Board's discretion and terminated from employment.
 - (f) Apprentices shall be paid in accordance with the Apprenticeship Agreement.
 - (g) Casuals will have the following rate of pay:

	31-Aug-19	1-Sep-19	1-Sep-20	1-Sep-21
Increase %	0.5%	1%	1%	1%
Job Classification				
EA/CYW/CDA	\$18.36	\$18.54	\$18.73	\$18.92
Caretaker	\$17.69	\$17.87	\$18.05	\$18.23
Library Technician	\$15.93	\$16.09	\$16.25	\$16.41
Secretary	\$16.34	\$16.50	\$16.67	\$16.84
Cleaner	\$14.00	\$14.14	\$14.28	\$14.42
ECE/DECE	\$18.36	\$18.54	\$18.73	\$18.92
IT	\$21.33	\$21.54	\$21.76	\$21.98

Dated this 11th day of May, 2016.



Niagara Catholic District School Board



Canadian Union of Public Employees, Local 1317

PART "C"

Historical Language

Articles in this section are for historical reference only and held in abeyance until the EWBT (Education Workers Benefits Trust), Provincial Bargaining (School Boards Collective Bargaining Act) or OSBCU (Ontario School Board Council of Unions) creates contrary amendments to the Central Terms that amends, alters or deletes the following language.

If any of the above occurs, the language below will be reviewed, and or revised (if necessary) by the parties, for placement back in the current active collective agreement:

12.02 Union Leaves

An Employee elected or appointed by the Union to attend conventions and conferences shall be granted a leave of absence provided the Board is given a minimum of one (1) week's written notice. The Board will continue to pay the Employee's regular wages and benefits during such absence and the Union shall reimburse the Board for the cost of the same. No more than six (6) Employees, excluding the President of CUPE Local 1317 may be absent at any one time and such leave without pay shall not total more than two hundred (200) working days in one (1) year excluding travelling time.

Upon request, the Union President shall be granted a leave of absence without pay for up to one (1) year in any calendar year to attend to the business of the Local. On return from leave, the employee will be placed in their previous position(s), or if the previous position does not exist, the procedure found in Article 11 as applicable will be followed.

It is further understood that the Union will reimburse the Employer for the cost of the Employee's full wages and benefits. The Employer shall invoice the Local Union Treasurer and shall provide the following information: date of leave, name of employee, hours of work, and hourly rate. All time while on leave shall be considered as time worked for the purpose of calculating service, seniority and any other benefit under the Collective Agreement.

12.08 Pregnancy/Parental/Adoption Leaves

- (a) As per Employment Standards Act.
- (b) An Employee shall be granted one (1) day leave per year for attending the birth of a child for whom the Employee has parenting responsibility. The leave shall be without loss of pay or sick leave credits.
- (c) Such an Employee shall be entitled to an additional six (6) month's leave, or shorter period as they so choose, so long as notification is given to the Board at least two (2) weeks prior to the expiration of the first period of leave.
- (d) If an Employee is eligible for pregnancy leave and wishes to continue her regular benefit coverage (if any) while on such leave, the Board will continue to pay its percentage of the Employee's regular benefit coverage (if any) for a maximum period of seventeen (17) weeks.
- (e) Notice of two (2) weeks must be provided by the Employee if she wishes to return early from a maternity leave.

(f) **Supplemental Employment Benefits - SEB**

The Board shall pay 100% of the Employee's regular salary during the first two weeks of the Employment insurance two week unpaid waiting period for pregnancy leave provided the Employee has provided verification of eligibility for Employment Insurance (EI) benefits and does not access up to six (6) weeks of sick leave credits following the birth of a child.

19.01 Coverage

(a) It is understood that following the successful completion of the sixty (60) day probationary period, the Board agrees to pay 100% of the cost of the premiums for all participating full-time Employees-who are eligible under the terms of the plan, subject to 19.01 b), for the Extended Medical, Dental, Group Life and Vision Care Plans.

i) An Employee who works ten (10) months of the year and resigns prior to the first day of the next school year, will not receive coverage (under the General Welfare Program outlined in Article 19) following July 1st of the current year.

(b) Employees other than those covered by 19.01 (a), are eligible to enroll in the benefits listed under Article 19.00, but are solely responsible for the Employee's share and a proportion of the Board's share of the premium cost, based on the percentage of time not employed. (Thirty-five hours per week shall constitute a full-time Employee for all job classes, except, for Educational Assistants, Library Technicians, Communicative Disorder Assistants, Child and Youth Workers (CYW), School Secretaries and Cleaners, which shall be thirty hours per week). Part time Employees currently receiving full benefits who decline an increase in hours will revert to prorated benefits effective the first pay date following the declined offer. Life Insurance and Accidental Death and Dismemberment (AD&D) shall be mandatory as a condition of employment, for all Employees, but participation in all other benefit plans will not be mandatory.

An Employee will be eligible to participate in the Medical, Dental, AD&D and Life Insurance Benefit plans upon the completion of the sixty (60) day probationary period.

An Employee not enrolled in a benefit plan will be eligible to sign up for participation in a benefit plan only during the months of January and/or July for each year. Enrolled employees may change their status throughout the year only if they have a life change (e.g. have a baby, get married, etc.). Benefit coverage for dependent additions to the plan will not be back dated.

An Employee who is enrolled in a benefit plan who no longer wishes to participate in a benefit plan will only be allowed to withdraw their enrolment in a benefit plan, twice per year, during the months of January and/or July.

(c) There shall be mandatory co-ordination of benefits, following the standards of the Canadian Life and Health Insurance Association. Claims made under a spouse's plan may be followed by claims for the balance of any expenses not reimbursed by the spouse's plan.

(d) The provider or agency supplying the coverage shall be at all times determined by

the Board except in the case of LTD coverage, where the carrier or Agency shall be mutually agreed upon by the Union and the Board.

- (e) The Board shall provide electronic group benefit plan booklets to employees at hire and following ratification of this agreement.
- (f) Where hours of work for an Employee change over the course of the work year, for a permanent position, premiums for the General Welfare Program, shall be prorated accordingly.

19.02 Extended Medical Plan

- (a) The Board agrees to make an extended medical plan available. The plan shall provide single and family options, with unlimited lifetime benefits.
- (b) Coverage for drugs shall be provided using a card system and shall include a \$2.00 co-payment per prescription. Generic drug substitution shall be required, unless specifically excluded by physician on a prescription. There shall be reimbursement of Over the Counter (OTC) drugs with the submission of a prescription and receipt, subject to the \$2.00 co-payment per prescription.

19.03 Dental Plan

- (a) The Board agrees to pay premiums for a Dental Plan, equivalent to the former Blue Cross #9 Plan with a nine (9) month recall, with the covering agency selected by the Board.
- (b) The Plan shall include: Blue Cross Rider #2 or its equivalent (denture services) with 50-50 co-insurance with no maximum; Blue Cross Rider #3 or equivalent (orthodontic services) with 50-50 co-insurance and a \$2,500 lifetime maximum per insured person; and Blue Cross Rider #4 or equivalent (major restorative - bridges and crowns) with 50-50 co-insurance and a \$3,000 lifetime maximum per insured person.
- (c) The coverage to be as outlined in the current Dental Association Schedule of Fees.

19.04 Group Life Insurance

The Board agrees to make Group Life insurance coverage available with accidental death and dismemberment clauses. Such insurance coverage shall be three (3) times the salary to a maximum of \$150,000. No medical examination will be required.

19.05 Vision Care Plan

The plan shall provide a combined maximum of \$250.00 coverage each 24 months for joint prescriptions for the cost and/or repair of frames, lenses or contacts, or \$250 per eye for laser eye surgery for each Employee and dependent. For each dependent 18 years or younger, the plan shall provide a combined maximum of \$250.00 coverage each 12 months for joint prescriptions for the cost and/or repair of frames, lenses or contacts.

19.07 Benefits for Retirees

The Board shall make available to each Employee upon retirement from OMERS, an election to enroll in the benefit plans as outlined in Articles 19.02, 19.03 and 19.05. The retired Employee shall form a separate group in the plan and shall assume the full cost of the required premiums. These shall be payable at least monthly in advance or as otherwise agreed upon by the Board and the retired Employee.

19.10 For the purpose of Article 19 General Welfare Plan, it is understood that all Board coverage will cease at age 65. Eligible Employees aged 65 and older will have access to the Ontario Drug Benefit (O.D.B.) Program provided by the Ontario Ministry of Health and Long-Term Care.

19.11 The surviving spouse and/or dependents shall be entitled to continued benefit coverage in the Board's benefit plan, as per the Collective Agreement, for a period of one year following the date of death of anyone covered by this Collective Agreement. The Board will assume 100% of the cost of the premiums from September 1, 2008 - August 31, 2010. As of September 1, 2010, the cost of the premiums will be assumed by the Provincial Discussion Table benefit enhancements.

ARTICLE 20 – SICK LEAVE

20.01 Regular Employees shall be entitled to sick leave on the following basis:

- (a) Two days per month for each month the Employee works twelve (12) days in the month.
 - i) Employees shall be entitled to utilize sick leave credits for personal illness only.
- (b) A Medical Doctors note may be requested by Administration at any time, certifying absence due to illness and that the Employee is fit to return to regular duty. The doctor's note must include the following information: Prognosis, physical restrictions, restrictions not to be deemed physical, ongoing and future treatments, possible return date, whether the Employee is receiving treatment, if the return to work will be modified and the date of the medical appointment.
- (c) The unused portion in a year shall be accumulated at January 1st of each year up to a maximum of 370 days for all regular Employees.
- (d) Such days shall be reduced for absence due to illness, or accidents.
- (e) Any discrepancies (in the current year only) in the annual sick leave report provided to Employees must be reported by the Employee in writing to the Senior Administrator of Human Resources within fifteen (15) calendar days of receipt. Thereafter the information will be deemed correct. .

20.02 Workplace Safety and Insurance Board

When a regular full-time Employee is injured or made ill as such injury or illness is covered by Workplace Safety and Insurance Board (WSIB), the Employer shall continue to pay the Employee their normal rate of pay and benefits. The Employee shall give to the Employer all compensation received from WSIB.

Twenty-five percent (25%) of the daily wage representing one quarter (1/4) of the one (1) day is to be charged to the Employee's sick leave credits for each day that an Employee receives WSIB.

When no sick leave exists or should sick leave be exhausted, the Employee shall advise the Senior Administrator of Human Resources whether they wish to continue to receive wages from the Board at the rate reduced to the amount of compensation awarded by the WSIB or receive compensation directly from the WSIB.

23.03 Sick Leave

- (a) E.S.L. Instructors hired prior to September 1, 1996 and who are regularly scheduled to work twenty (20) hours a week or more shall be entitled to sick leave as defined on the basis of ten (10) days per school year, which will be allocated on the first day of school as defined in the Education Act. Accumulated credits for this period shall be cancelled upon the completion of the school year.
- (b) Effective September 1, 2008, E.S.L., L.I.N.C. and L.B.S. Instructors hired after September 1, 1996, shall be entitled to two (2) sick days per school year.
- (c) Accumulated credits for this period shall be cancelled upon the completion of the school year.

23.04 General Welfare Program

- (a) E.S.L. and L.B.S. Instructors who are regularly scheduled to work twenty (20) hours a week or more are eligible to access Article 19 General Welfare Program. The Board agrees to pay 100% of the cost of the premiums for all eligible full-time Employees who work 35 hours per week. For those working 20-34 hours per week the cost will be prorated based on the full time equivalency. The benefit premium cost sharing shall be based on the permanent hours as of September 30th of each year.
- (b) There shall be a mandatory coordination of benefits following the standards of the Canadian Life and Health Insurance Association. There shall be no loss of benefit for an E.S.L., L.B.S., and L.I.N.C. Instructor as a result of coordination of benefits.
- (c) Claims made under a spouse's plan may be followed by claims where the balance of any expenses is reimbursed by the spouse's plan. The E.S.L., L.B.S. and L.I.N.C. Instructors who qualified for this benefit shall notify the Benefits Department in writing no later than September 15th of the year in question. The Employee must remain on the benefit plan until August 31st of that school year.
- (d) Life Insurance and Accidental Death and Dismemberment (AD & D) shall be mandatory as a condition of employment, for all 35 hour E.S.L., L.B.S. and L.I.N.C.

Instructors, but participation in all other benefit plans will not be mandatory.

- (e) An electronic version of the General Welfare Program will be distributed within 60 days, following the date of the union's ratification meeting and the Board's approval. A "hard copy" of the General Welfare program will be provided upon written request, to the Human Resources Department, by an Employee, provided the request is made after the electronic version has been distributed.