



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE NORTHEASTERN CATHOLIC DISTRICT SCHOOL BOARD  
(hereinafter called "The Board")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4681, C.L.C.  
(hereinafter called "The Union")**

**CUSTODIAL, SECRETARIAL, CLERICAL, TECHNICAL AND  
EDUCATIONAL ASSISTANT STAFF AND CHILD AND YOUTH WORKERS**

**SEPTEMBER 1, 2014 TO AUGUST 31, 2017**

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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, 2014 to August 31, 2017, 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*.

- b) 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.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) 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 the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 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**

Parties have agreed to participate in the Provincial Benefit Trust set out in the appended Letter of Understanding subject to 4.2.1(c). The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

### **C5.1 Funding**

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Understanding.

### **C5.2 Cost Sharing**

- a) The total funding in C5.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

### **C5.3 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.

## **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.

**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.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under a 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 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) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary 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 a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

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

**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. 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**

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

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

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 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 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 OSBCC 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/SEB**

### **C12.1 Family Medical Leave or Critically Ill Child Care Leave**

- a) Family Medical Leave or Critically Ill Child Care 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 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT**

- C13.1 a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix B shall have the option of receiving a payout of his/her gratuity on the employee's first pay date in the 2016/2017 school year, or on the employee's normal retirement date.
- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

#### **Pursuant to b) above, the following will apply:**

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix B. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016. The average retirement age shall be based on the 2015 OMERS NRA65 data for all-CUPE-members in district-school boards.
- d) If an Employee is older than the average age noted in c) above as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial

institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

**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**

**CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS  
NOTICE OF CENTRAL DISPUTE**

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

## APPENDIX B

### Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

## **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, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

**Issues:**

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

Staffing levels (including staffing levels related to permits and leases and replacement staffing)

Job Security as it Relates to Technological Change

Allowances

## 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 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. The following language must, however, be aligned with current local provisions in order to reflect the provisions of CUPE's 2012-2013 MOUs. 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**

The following pregnancy/parental/SEB language provides a change from an entitlement of six (6) weeks to an entitlement of eight (8) weeks.

#### **Common Central Provisions**

##### **Maternity Benefits/SEB Plan**

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive \*100% salary through a Supplemental Employment Benefit (SEB) plan for a total of \*eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.

- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

### **SHORT TERM PAID LEAVES**

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

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

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

### **WSIB TOP-UP**

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

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

### **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).

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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, 2017.
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**LETTER OF UNDERSTANDING #4**

**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 #5**

### **BETWEEN**

**The Council of Trustees' Associations/  
Le Conseil d'associations d'employeurs  
(hereinafter called 'CTA/CAE')**

### **AND**

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

### **RE: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 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) up to two (2) Professional Activity days in the 2015-2016 school year;
  - 2) two (2) Professional Activity days in the 2016-2017 school year;
- 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 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 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 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. 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, 2017.

**LETTER OF UNDERSTANDING #6**

**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 Education Worker Diverse and Inclusive Workforce Committee (Committee) will produce a summary document that will identify and promote best practices that support diversity, equity, and inclusion.

The summary document, once endorsed by the Canadian Union of Public Employees (CUPE) and the Council of Trustees' Associations (CTA), will be translated into the French language and distributed to all school boards where there are CUPE-represented members employed and to all corresponding CUPE/SCFP locals no later than October 31, 2016.

### **III. SCOPE**

The Committee will explore and identify best practices that promote the continued development of positive, respectful work environments committed to equity, inclusion and diversity.

All best practices identified in the summary document should be based on evidence of positive results/impact.

The committee's scope will include identifying best practices related to recruitment, promotion and retention of a diverse workforce. As part of their work the committee will consider relevant resources applicable to the education sector, such as PPM 119 of April 2013, and the recommendations of the Ontario First Nation, Métis, Inuit Education Policy Framework, 2007.

The committee's scope will not include employment equity and/or pay equity.

### **IV. 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.

### **V. 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.

### **VI. MEETINGS**

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee will meet three (3) times during its term, or more if mutually agreed. The term of the Committee shall end on or before October 31, 2016 unless mutually agreed to by the Parties to extend.

### **VII. 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 #7**

**BETWEEN**

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

**AND**

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

### **Re: Long Term Disability (LTD) Plan Working Group**

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and CUPE members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

**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.

The parties further agree that any graduated return to work plans that are approved no later than 30 days after the ratification of local collective agreement terms shall not be negatively impacted by the provisions of Article C6.1 g) for the fiscal year in which they were approved.

**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 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> of each year.
- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> 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
- h. member life benefit coverage information.

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2014 – August 31, 2017, as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn  
John Stout  
Paula Knopf  
Mort Mitchnick  
Brian Sheehan

French Language:

Michelle Flaherty  
Brian Keller  
Kathleen O'Neil  
Michel Picher  
Bram Herlich

**LETTER OF UNDERSTANDING #11**

**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:

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

**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: Early Childhood Educators Work Group (FDK)**

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and CUPE representatives shall convene to consider and make recommendations concerning Early Childhood Educators including, but not limited to the following:

- Hours of work
- Preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development
- the feasibility of establishing Itinerant Lead positions within the bargaining unit.

The work group shall make joint recommendations to the parties no later than June 30, 2016.

**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: 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 schools system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

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

**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: Provincial Health and Safety Working Group**

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group. 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. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for CUPE members;
- Caring and Safe Schools as it relates to CUPE members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

CUPE will be entitled to equal representation on the Provincial Health and Safety Working group.

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

**LETTER OF UNDERSTANDING #15**

**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**

CUPE will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and CUPE no later than November 30, 2016.

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

**LETTER OF UNDERSTANDING #16**

**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 should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of these additional PA days. 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.

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## **ARTICLE 1 - PREAMBLE**

- 1.01 Whereas it is the desire of both parties to this collective agreement:
- 1.01.1 To maintain the existing harmonious relations between the Employer and the Union; and
  - 1.01.2 To recognize the mutual value of joint discussions in all matters referred to in this collective agreement; and
  - 1.01.3 To provide for the prompt and fair disposition of grievances; and,
  - 1.01.4 To encourage efficiency in the operation of our schools; and
- 1.02 Whereas it is firmly held that educational services should be based on sound principles of a Christian and Catholic character; and
- 1.03 Whereas it is desirable that the terms and conditions of employment be drawn up in a collective agreement.
- Now, therefore, the parties agree as follows:

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees (C.U.P.E.) as the Bargaining Agent for all office, technical, clerical, custodial, educational assistants, child and youth workers, employees working in facilities owned or operated by the employer and engaged in plant operations and routine maintenance services, save and except Secretaries to the Offices of the Director of Education, Finance, Human Resources, and Superintendent of Education, students employed in a co-op capacity or during the school vacation period, lunchroom attendants, para-professionals and persons at or above the rank of coordinators and managers.
- 2.02 Persons in the Board's employ, whose regular jobs are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, supervision and assistance with lunchroom supervision, or in emergencies when regular employees are not available.
- 2.03 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this collective agreement.
- 2.04 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement any other bargaining agent in respect to any matters herein dealt with.

### **ARTICLE 3 - DEFINITIONS**

3.01 Except as specifically provided herein, the words and phrases used in this Collective Agreement shall be ascribed the meaning provided for in the Labour Relations Act as amended from time to time, and shall be interpreted consistently with the provisions of the said Statutes and Regulations.

3.02 For the purpose of this collective agreement, the following definitions shall apply:

3.02.1 "Probationary employee" is defined as one newly hired under clause 11, to fill a permanently scheduled vacant position. Employees will be on probation and will not be placed on the seniority list until after they have served ninety (90) working days in a permanently scheduled vacant position. Upon successfully completing ninety (90) working days of service, seniority shall be effective from the original date of last hire.

3.02.2 "Permanent employee" is defined as one who fills a permanently scheduled position and has successfully completed the ninety (90) working days (equivalent to a maximum of 630 hours for clerical staff and 720 hours for custodial staff) probationary period.

3.02.3 "Full-time employee" is defined as a probationary and/or a permanent employee who is normally working in excess of seventeen and one-half (17.5) hours per week for clerical staff and educational assistants and 24 hours per week for custodial staff and child and youth workers.

3.02.4 "Part-time employee" is defined as a probationary and/or a permanent employee who is normally working seventeen and one-half (17.5) hours or less per week for clerical staff and educational assistants and 24 hours per week or less for custodial staff and child and youth workers.

3.02.5 "Casual or temporary employee" is defined as one hired to fill a temporary scheduled position, to replace a probationary and/or a permanent employee while on short or long-term leave, resulting from sickness, accident and/or leave of absence.

Article 3.02.5 (Definitions) of the collective agreement with CUPE Local 4681 shall not apply to Child and Youth Workers. In lieu, the following provisions shall apply to Child and Youth Workers:

3.02.5 (CYW) "Casual or temporary employee" is defined as one hired to fill a temporary scheduled position, to replace a probationary and/or a permanent employee while on short or long-term leave, resulting from sickness, accident and/or leave of absence. A casual or temporary employee shall not be entitled to any seniority or benefit rights under this Agreement. The employee will be paid the designated rate of pay for his/her assignment and will only be eligible for vacation pay (4%) and statutory holiday pay in accordance with the Employment Standards Act. A casual or temporary employee is not eligible for any benefits or payment in lieu of benefits except as may be required by statute.

## **ARTICLE 4 - LABOUR-MANAGEMENT NEGOTIATIONS - UNION ACTIVITY**

### **4.01 Representatives of Canadian Union**

The Union shall have the right at any time to have the assistance of a Representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer shall have the right to have administration and counsel present at all meetings.

### **4.02 Bargaining Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Bargaining Committee, consisting of up to eight (8) employees of the Employer and the Union acknowledges the right of the Employer to appoint a Bargaining Committee for negotiations. The Union will advise the Employer of the names of the members of the Union Bargaining Committee. The Employer shall advise the Union of the names of their Bargaining Committee members.

### **4.03 Time Off for Meetings**

Any representative of the Union on this Committee who is in the employ of the Employer shall have the privilege of attending meetings of the joint Bargaining Committee held within working hours, where the Employer has scheduled such meeting, without loss of remuneration. Any employee who has been present during a negotiation meeting shall not be required to make any hours scheduled for that day.

## **ARTICLE 5 - UNION SECURITY**

5.01 All employees of the Bargaining Unit, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. The Union shall be the sole judge of the good standing of its members. All future employees of the Bargaining Unit shall, as a condition of continued employment, become members in good standing in the Union on commencement of employment with the Employer.

5.02 Notwithstanding anything contained in this Article, the Employer shall not be required to discharge any employee to whom membership in the union has been denied.

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

6.01 The Employer agrees to deduct from every employee any monthly dues or assessment levied, in accordance with the Constitution and the Union By-laws and owing by him/her to the Union.

6.02 Deductions shall be made from each pay in accordance with Article 6.01 above and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made indicating total wages earned. The Board shall provide the President of the Union with the name and telephone number of CUPE members employed within the Board annually by November 15.

- 6.03 The Union shall indemnify and save the Employer harmless from any claims, suits, judgments, and from any form of liability, as a result of deductions authorized by the Union.

#### **ARTICLE 7 - MANAGEMENT RIGHTS**

- 7.01 The Union recognizes and acknowledges that the management of the Board and the direction of the working forces are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

7.01.1 Maintain order, discipline and efficiency.

7.01.2 To hire, promote, demote, classify, transfer and retire employees. To assign employees to shifts and other hours of work. To discipline or discharge employees who have successfully completed their probationary period for just cause, and to discipline or discharge any probationary employee for any reason satisfactory to the Employer.

7.01.3 To make, enforce and alter, from time to time, reasonable rules and regulations to be observed by employees provided such rules do not conflict with the provisions of this collective agreement unless the conflict constitutes a legislated requirement on the employer.

7.01.4 To determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of position descriptions, the assigning of jobs, the number of employees to be employed, the extension, limitation, curtailment or cessation of operation or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the employer except as specifically limited by the express provisions of this Collective Agreement.

7.01.5 The employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the Union agrees that the express provisions of the Agreement constitute the only limitation upon the employer's rights.

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#### **ARTICLE 8 - TERMINATION AND RENEWAL**

- 8.01 The Agreement shall be in effect from September 1, 2014 and shall remain in effect until August 31, 2017 and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year.

- 8.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

- 8.03 If notice of amendments or termination is given by either party, the parties agree to meet not later than twenty (20) days after the receipt of same.

### **ARTICLE 9 - STRIKES OR LOCK-OUTS**

- 9.01 There shall be no strike or lock-out during the term of this agreement or of any renewal of the agreement except as specified in the Ontario Labour Relations Act.
- 9.02 For the purpose of Article 9.01, "strike" and "lock-out" have the same meaning as under the Labour Relations Act as interpreted by the Ontario Labour Relations Board.

### **ARTICLE 10 - GRIEVANCE PROCEDURES**

#### **10.01 Intent and Definition of Grievance**

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, or alleged contravention of this Agreement, including any questions as to whether a matter is arbitrable.

#### **10.02 Informal Stage**

- (a) Any dispute to be recognized as a grievance must first be discussed by the Employee with the School Principal or Supervisor within five (5) working days of the event or circumstances giving rise to the complaint and be approved by the Union as a grievance. The Employee shall have the right to Union representation for such meetings with the Principal or immediate Supervisor. If the Employee is unable to resolve the dispute within two (2) working days of informal discussions, the Union may file a formal grievance at Step One. A Grievance shall not exist unless this informal procedure has been exhausted.
- (b) A grievance may be lodged at Step One by the Employee or the Union or by the Employer respecting a dispute between the parties should the issue not be resolved by informal discussion.

#### **10.03 Step One**

If the dispute is not deemed settled on the basis of the informal discussions as set out above, the Employee or the Union shall submit a formal grievance notice in writing within five (5) working days of the expiration of the two (2) working days referred to in Article 10.02, to the Manager of Human Resources or designate, in writing, that a grievance meeting is requested. The grievance signed by the Employee shall contain the complete grievance, list all clauses alleged to have been violated by specific number, and the settlement requested. The Manager of Human Resources or designate and other persons that the Manager of Human Resources deems appropriate, will arrange to hear the grievance from the grievor(s) accompanied by a steward or designate, within five (5) working days of receipt of the notice. The Manager of Human Resources shall provide a written answer within five (5) working days following the meeting.

#### 10.04 Step Two

a) If the grievance is not deemed settled on the basis of the answer given in Step One, the Employee or the Union shall, within five (5) working days of the receipt of the answer given in Step One, notify the Superintendent of Education or designate in writing, that a grievance meeting is requested. The Superintendent of Education or designate and other persons that the Superintendent of Education or designate deems appropriate, will arrange to hear the grievance from the grievor(s) accompanied by a steward or designate, within five (5) working days of receipt of the notice. The Manager of Human Resources or designate, shall provide a written answer within five (5) working days following a meeting of the Board.

#### b) Discharge Cases

If any employee believes that their discharge was without just cause, the grievance shall be taken up under the Grievance Procedure starting at Step 2.

The grievance shall be presented in writing within seven (7) working days after the date of the aforementioned discharge.

#### Arbitration

#### 10.05 Step Three

If the grievance is not deemed settled on the basis of the answer given in Step Two, the Union shall, within ten (10) working days of the receipt of the answer given in Step Two, notify the Manager of Human Resources, in writing, of its desire to submit the grievance to arbitration. The Parties may by mutual consent agree to submit the grievance to a single arbitrator or to an arbitration board as follows. The notice shall contain the name and address of the Union's appointee to an arbitration board. The Manager of Human Resources or designate shall, within ten (10) working days inform the Union of the Employer's appointee to the arbitration board. The two appointees shall within ten (10) working days or such longer times as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chair within the time limit, either the Union or the Manager of Human Resources or designate may request the appointment of a chair by the Minister of Labour.

10.06 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

10.07 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs. The decision of the arbitration board shall be final and binding and enforceable on the Parties.

10.08 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

10.09 Each Party shall bear the fee and/or expense of its appointee to the arbitration board and any fees and/or expenses of the chair shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board.

Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

#### 10.10 Policy Grievance

Either the Employer or the Union shall have the right to file a policy grievance against the other based on a difference directly between them arising out of the interpretation or claimed violation of this agreement. All such grievances must be in writing, signed by the filing party and presented to the other party within twenty (20) working days of the occurrence of the circumstances giving rise to the grievance. A policy grievance shall be filed at Step One and shall apply with the necessary modifications where a grievance is initiated by the Employer.

#### 10.11 Group Grievance

Where an issue relating to the interpretation, application or alleged violation of the collective agreement directly affect more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by a Union Representative. A group grievance shall be filed at Step One of the grievance procedure within ten (10) working days of the occurrence of the circumstances giving rise to the grievance.

#### 10.12 Time Limits

All the time limits fixed herein for the grievance procedure may be altered only upon the mutual consent of the Parties. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the mutual consent of the Parties.

#### 10.13 Time Off for Meetings

It is understood that the Union representative will be paid for time away from work to deal with the grievance, but will not be paid overtime when requested by the Employer to attend a meeting during regular hours to resolve the grievance.

At Step One, the Union Steward or designate and the grievor will meet with the Principal or appropriate Supervisor. The Principal or appropriate Supervisor will determine the location of the meeting and advise the grievor.

At Step Two, the Union President, and/or Vice-President, and/or Steward (maximum two out of three) and the grievor will meet with the Manager of Human Resources or designate. The Manager of Human Resources or designate, will determine the location of the meeting and advise the grievor.

Note: Employees who are requested by the Employer to attend a grievance meeting outside of their normal work location and that is in excess of four (4) hours, including travel time to and from the meeting, may not be required to work their regular shift that day as determined by the employer. The employee will be paid for their regular hours but will not be paid overtime.

## Stewards

The Union and the Employer acknowledge that stewards have regular duties to perform as employees of the Employer and that such employees shall not leave their regular duties for the purpose of presenting or discussing grievances or for the purpose of conducting any business on behalf of the Union without first obtaining permission from the appropriate Supervisor and notifying the Principal or his/her designate where applicable.

### 10.14 Single Arbitrator

It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Article 10.05 rather than an Arbitration Board. In the event the Parties are unable to agree upon a single arbitrator, having previously mutually agreed to proceed to a single arbitrator, the parties may request the Minister of Labour to make the appointment.

## **ARTICLE 11- SENIORITY**

**(NOT APPLICABLE TO EDUCATIONAL ASSISTANTS / CHILD AND YOUTH WORKERS - SEE APPENDIX B)**

11.01 Seniority shall mean the length of continuous employment in a permanent position in the bargaining unit since the date of last hire with the Board or a predecessor Board as a result of Bill 104. An employee in a permanent position shall not have any seniority until he/she has successfully completed his/her probationary period at which time he/she shall be credited with seniority back to the date of last hire for all hours worked. Seniority shall be used in determining preference or priority for promotion, demotion, lay-off, reduction of hours and recall, as set out in other provisions of this Agreement, provided the employee has the necessary skill, ability and qualifications, as determined by the employer to do the available work. Seniority shall operate on a bargaining unit-wide basis.

### 11.02 Establishment of initial seniority lists

The employer shall prepare three seniority lists (custodial, clerical, educational assistant) showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be given to full-time employees. An up-to-date seniority list shall be prepared by November 15<sup>th</sup> of every year. The seniority lists shall be sent to the President of the Union electronically and posted on all bulletin boards. The seniority list shall be open for correction for thirty (30) days after distribution to the Union and posting. Staff on each of the lists will therefore be considered independently from one another within the bargaining unit and will have no rights to positions other than vacancies for which they have the necessary skill, ability and qualifications, as determined by the employer, to do the available work.

### 11.03 Loss of Seniority

An employee shall lose their seniority standing and their name shall be removed from the seniority listing and their employment deemed to have been terminated for just and sufficient cause for any of the following reason:

- 1) The employee is discharged from the employ of the board and the decision is not reversed as a result of the grievance procedure.
- 2) The employee resigns.
- 3) The employee is absent from work without permission of the Board for more than five (5) consecutive working days or overstays a permitted leave of absence for more than five (5) consecutive days unless a reason which is satisfactory to the Board is given.
- 4) The employee has been laid off continuously for a period in excess of length of seniority since date of last hiring or eighteen (18) consecutive months, whichever is shorter; however, an employee with five (5) or more years of seniority, shall be retained on the recall list for a period of three (3) years.
- 5) If an employee who has been recalled from layoff fails to advise the Board that he intends to return to work within ten (10) working days of the date that the Board sent the notice by registered mail to his last address on record with the Board, or fails within that period of time to provide the Board with an acceptable reason for not returning. It shall be the responsibility of the employee to keep the Employer informed of their address.

#### 11.04 Seniority During Illness

An employee who is off work due to illness and qualifies for long-term disability benefits, will accrue seniority, for the period of absence. Permanent employees who work in excess of twenty-four (24) hours per week shall be terminated upon the expiration of a two-year own-occupation condition under the Long-Term Disability Plan. The Board will exercise reasonableness in the determination of possible extenuating circumstances for any extension beyond twenty-four (24) months.

### **ARTICLE 12 - LAY-OFF AND RECALL**

**(NOT APPLICABLE TO EDUCATIONAL ASSISTANTS / CHILD AND YOUTH WORKERS - SEE APPENDIX B)**

#### 12.01 Role of Seniority

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, the person laid-off shall be the person with the least seniority in the appropriate job classification and shall be recalled in the order of their seniority provided the employee has the necessary skill, ability and qualifications, as determined by the employer. In the event of a lay-off, it is agreed that employees working less than full-time shall be laid-off before employees working full-time are laid-off.
- b) New employees shall not be hired until those laid off have been given an opportunity of recall, provided the employee has the necessary skill, ability and qualifications, as determined by the employer, to do the available work. The employer shall exercise this right in a reasonable manner.

- c) The employer will call redundant employees in order of seniority in the bargaining unit. The employer will provide the union with a redundancy list to include date of hire and telephone number by November 15th.

#### 12.02 Definition of Lay-off

A lay-off shall be defined as a reduction in hours. An employee who has had their hours of work reduced, shall have bumping rights and procedures as outlined below.

#### 12.03 Notice of Lay-off

The Employer shall notify, in writing, the employees with three (3) months or more of seniority who are to be laid-off, twenty (20) calendar days before the lay-off is to be effective. Such employee laid-off who has not had the opportunity to work twenty (20) calendar days after notice of lay-off, shall be paid in lieu of such work for that part of the twenty (20) calendar days during which work was not made available.

#### 12.04 Lay-off and Recall

In the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

Positions to be eliminated shall be identified: Position and Geographical Division.

An employee who has had a reduction in hours, may bump any employee in the same classification, with the least seniority:

- 1<sup>st</sup>: by Geographical division (Temiskaming Shores, Cobalt and Englehart, Kirkland Lake and Englehart, Timmins, Cochrane/Iroquois Falls, Kapuskasing, Moosonee).
- 2<sup>nd</sup>: bargaining unit-wide

provided the employee has the necessary skill, ability and qualifications, as determined by the employer, to do the available work.

#### 12.05 Continuation of Medical coverage

- a) The Employer agrees, in the event of a lay-off, that employees so affected will be covered for an extended period of thirty (30) days after which they will be given the right to continue medical and dental coverage through direct prepayment of one hundred percent (100%) of the cost to the Board for a period of time on the recall list as per 11.03 (4). The premium shall be paid by post-dated cheques. It is the employee's responsibility to keep the premiums in good standing or the benefit will be discontinued.
- a) In the case of ten (10) month employees who are laid-off for the school break in the summer, the Employer will continue to contribute during the summer toward their fringe benefits contained in Article 19, upon prepayment of the employee's share of the said benefit costs and subject to approval of the insurance company.

## **ARTICLE 13 - JOB POSTING**

- 13.01 When a new position is created or when a permanently scheduled vacancy occurs in a position forming part of this collective agreement, the position shall be posted in the schools so that employees of the bargaining unit may apply for such position.
- 13.02 A vacancy is defined as a position being vacant as a result of the resignation, retirement, death or promotion of an employee where the Employer intends to fill the position.
- 13.03 Notwithstanding 13.02, any employee absence in excess of three (3) months, will require to be posted. When an employee temporarily replaces another employee who is on leave for a specific period of time, at the end of that time, the replacing employee shall be returned to the position he/she formerly held, if applicable.
- 13.04 A notice of any vacancy forming part of this Collective Agreement shall be posted in each school and may be advertised externally, concurrently or subsequent to the posting. Qualified internal applicants will have priority over qualified outside applicants for the filling of vacant positions. This notice shall remain on the bulletin boards for a period of not less than five (5) school days. Any other vacancy created as a result of posting a temporary position will be posted, however, the Employer is not required to post any subsequent vacancy created. Each vacancy shall be filled within twenty (20) school days where the Board intends to fill the vacancy. The Employer reserves the right to fill the subsequent vacancy created through transfers or through the assignment of newly hired staff.

During the Christmas or summer break, vacancies shall be posted by electronic means on the Board web site for a period of not less than fifteen (15) calendar days. Notwithstanding, the posting period shall be reduced to 5 calendar days during the two-week period prior to the first day of school.

- 13.05 If the position is not filled after the application above, the position may be filled through the assignment of newly hired staff.
- 13.06 When an employee temporarily relieves another in a higher classification, the employee shall receive the rate applicable to the higher classification in this position.

When an employee is directed to temporarily relieve another in a position of lower classification, the employee shall maintain their regular rate of pay while so assigned.

### 13.07 Trial Period

An employee who is appointed to another position will be placed on a trial period of two (2) months. Conditional on satisfactory performance, the employee shall be granted the position after the period of two (2) months.

When an employee during the trial period proves unsatisfactory in the position, or the employee decides to return to their former position, the employee shall be returned to their former position, wages or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

13.08 Information on Postings

Job posting notices shall contain the following information: nature of position, location of school or Board Office, required qualifications, hours of work and wages as per the collective agreement.

**ARTICLE 14 - LEAVE OF ABSENCE WITHOUT SALARY DEDUCTION**

14.01 Bereavement Leave

All permanent full-time employees shall be granted five (5) working days leave, without loss of salary, to attend the funeral of a spouse, mother, father, child, step-child, brother, sister, son-in-law, daughter-in-law, grandchildren, grandparent, step-parent, father-in-law and mother-in-law.

All permanent full-time employees shall be granted three (3) working days leave, without loss of salary, to attend the funeral of a brother-in-law, sister-in-law, niece, and nephew.

All permanent full-time employees shall be granted one (1) working day leave without loss of salary to attend the funeral of a relative not mentioned above or a close personal friend.

14.02 Jury Duty

The Employer shall pay an employee who is required to serve as a Juror or a Court Witness the difference of his/her normal earnings in the payment he/she receives for jury duty service or court witness. The employee will present proof of service and the amount of pay received. An employee's earnings will not be interrupted while on jury duty; however, this employee must turn over his/her jury duty service or court witness pay to the Employer.

14.03 Union Meeting

The Board agrees to release two (2) members of the Union to attend Provincial, Regional or National Union meetings. The Union agrees to reimburse the Employer for the costs to replace each member. This leave of absence shall be requested at least one month prior to the meeting date, and shall not exceed five (5) days in total per meeting.

14.04 Exam Leave

Employees who request time off to write an exam during working hours, will be released from work with pay. This Leave of Absence shall be requested at least one (1) month prior to the exam date, and shall not exceed two (2) days in total per year. The employee will provide proof to the Employer that time off to write the exam is required during working hours.

14.05 An employee shall be granted a leave of absence with pay to a maximum of two (2) days per school year, for one of the following reasons where prior approval, where possible, is given by the Manager of Human Resources or designate:

- 14.05.1 Serious illness or accident requiring medical attention for the spouse and the children or the parent of the employee. A serious illness shall be considered one involving major surgery as certified by a doctor or one in which concern is expressed by a doctor for the life of the patient.
- 14.05.2 Major surgery requiring confinement of up to three (3) days in hospital occurring for the spouse, child or parent of the employee.
- 14.05.3 Accompany a spouse, child or parent, to keep an appointment with a medical/dental specialist provided proof, where possible, is submitted prior to the appointment, that the patient has been referred for treatment and provided the spouse, child or parent, requires someone to accompany them.
- 14.05.4 When their spouse has given birth to a child or adopts a child.

## **ARTICLE 15 - LEAVE OF ABSENCE WITHOUT SALARY**

### **15.01 General Leave**

- 1) The Board shall grant a leave of absence without pay and without loss of seniority for up to one (1) year to any employee requesting such leave for good and sufficient cause providing the efficiency of the operation is not affected. Such request is to be in writing and is subject to Board approval. An employee shall not receive 'Years of Service' during the general leave in excess of sixty (60) days.
- 2) An application for leave of absence without pay must be submitted to the Manager of Human Resources or designate, at least three (3) months prior to the commencement of the leave. Any request that could not meet the three (3) month notice period due to extenuating circumstances shall be by mutual consent of the parties.
- 3) An employee on leave of absence without pay must notify the Employer at least one (1) month prior to the termination of the leave if the employee is not going to return to his/her position.

### **15.02 Maternity/Parental/Adoption Leave**

The employer shall grant a maternity/parental/adoption leave of absence without pay to an employee on permanent staff as per the terms of the Employment Standards Act.

### **15.03 Union Officer Leave**

Where an employee in the bargaining unit is elected or appointed as a union officer (executive member) of the Local, such an employee may submit a request for an unpaid leave of absence for official union business for a predetermined period of time to the Manager of Human Resources or designate. The Union may request that the Board administer the pay, benefit or sick leave arrangements for the employee related to the leave, provided the Union reimburses the Board for all salary and benefits involved. The employee will accumulate seniority during a Union Officer Leave.

15.04 An unpaid leave of absence shall be granted to an employee in accordance with the provisions of the Employment Standards Act, as amended.

**ARTICLE 16 - SICK LEAVE**

16.01 Credits

All permanent full-time employees who work in excess of seventeen and one-half (17.5) hours per week for thirty (30) and thirty-five (35) hour per week employees and twenty-four (24) hours for forty (40) hour per week employees, shall receive two (2) sick leave days for every month completed. This calculation is prorated to the time spent working, to a maximum of twenty (20) days per year for ten (10) month employees and twenty-four (24) days per year for twelve (12) month employees. This calculation is prorated to the time spent working.

The sick leave days that are not used, shall be accumulated and credited to the employee at the end of every month.

The sick leave days not used are cumulative, and the employee shall be credited annually with one hundred percent (100%) of the unused portion of the sick leave accumulated up to the maximum reserve amount of two hundred and twenty (220) days.

16.02 An employee who is absent from duty on account of sickness may be required to have their claim supported by a medical doctor's certificate. In all cases, employees shall furnish, whenever requested by the Manager of Human Resources or designate, a medical doctor's certificate to support their claim. The Employer shall have the right to have the employee examined by a doctor selected by the Employer at its expense. The Employer also reserves the right to require a medical doctor's certificate to ascertain that the employee is fit to return to work. The employer will be responsible for the cost of the medical certificate.

**ARTICLE 17 – VACATION**

17.01 a) All permanent employees shall be entitled to vacation or vacation pay as outlined in the grid below.

b) All other employees will receive percentage in lieu of as outlined below.

<b>Length of continuous service as of June 30</b>	<b>Length of vacation</b>	<b>Percentage in Lieu</b>
Less than 1 year	As per Employment Standards Act	
1 year but less than 3 years	10 days (2 weeks)	4%

3 years but less than 7 years	15 days (3 weeks)	6%
More than 7 years, but less than 15 years	20 days (4 weeks)	8%
More than 15 years, but less than 25 years	25 days (5 weeks)	10%
More than 25 years	30 days (6 weeks)	12%

It is understood that for the purpose of Article 17 – Vacation, all permanent full-time and part-time Child and Youth Workers shall be entitled to vacation pay as a percentage in lieu as opposed to vacation days as per the chart in Article 17.

- 17.02 Earned vacation shall not be carried over from one year to the next. Any vacation not taken by a ten (10) month employee by August 31<sup>st</sup>, shall be paid out on the second pay in May.
- 17.03 An employee receiving Long-Term Disability or an employee who has been affected by a lay-off as per Article 12 or granted a leave of absence without pay, shall have his/her vacation pro-rated in accordance to time taken away from active work.
- 17.04 Vacation entitlement shall be pro-rated from the date of hire. The vacation year commences July 1<sup>st</sup> and terminates on June 30<sup>th</sup> of the following year.
- 17.05 Employee requests for vacation shall be made in writing prior to May 1<sup>st</sup> of the vacation year. In the event of conflict in vacation times, the employee with the greatest seniority shall be given preference.
- 17.06 a) The vacation for custodial /maintenance staff shall be during the summer recess in July and August of each year for full-time and part-time staff except those employees who qualify for more than three (3) weeks may take the balance of vacation upon approval of the Manager of Plant in consultation with the School Principal. All vacation requests must be mutually agreed upon between the employee and the employer.
- 
- b) All other employees will be given the option of taking vacation only during the period of the Christmas break, Winter break, and the Summer break or on days when classes are not in session. Notwithstanding, the Board may designate two (2) professional activity days where requests for vacation time will not be approved. Effective the 2015-16 school year, the Board may designate a third (3<sup>rd</sup>) professional activity day where requests for vacation time will not be approved, subject to the introduction of a seventh (7<sup>th</sup>) professional activity day
- c) For 12-month employees (excluding custodial/maintenance staff), if the total vacation entitlement cannot be satisfied during scheduled breaks in the year, employees will take the remaining vacation time on days subject to the approval of the Manager of

Human Resources provided it does not interfere with the operation of the Board. Employee will submit their vacation request to the appropriate Manager by May 15 of each year.

- d) All temporary employees shall receive four percent (4%) vacation pay, to be paid on a bi-weekly basis.

## **ARTICLE 18 - STATUTORY HOLIDAYS**

- 18.01 All permanent employees are entitled to the following statutory holidays without reduction in pay provided that such holidays fall on a regular working day. In the event, a new statutory holiday is proclaimed by the Federal or Provincial Government, the parties agree that January 2<sup>nd</sup> identified below as a statutory holiday will be eliminated.

The statutory holidays are as follows:

New Year's Day  
January 2<sup>nd</sup>  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday (First Monday in August)  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Half (½) a normal working day on the afternoon of Christmas Eve Day  
Half (½) a normal working day on the afternoon of New Year's Eve Day

One (1) personal leave day in addition to the public holidays stated above to be taken at a time mutually agreed upon between the employee and the employer.

- 18.02 It is understood and agreed that whenever any of the above listed holidays falls on a Saturday, Sunday, or a non-working day, then the employer shall designate some other day as a holiday at a time mutually agreed upon between the Union and the Employer. Such day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the public holiday.

- 18.03 To be eligible for pay for any of the recognized holidays, the employee shall work the scheduled shifts immediately prior to or subsequent thereto, unless excused under provisions of Articles 16.02, 14.01, 14.02 and 14.03.

- 18.04 In lieu of the above holidays, permanent employees who work seventeen and one-half (17.5) hours per week or less for thirty (30) and thirty-five (35) hour per week employees and twenty-four (24) hours per week or less for forty (40) hour per week employees will be paid five percent (5%) of their annual earnings to be paid on a bi-weekly basis. Effective [the first pay deposit in February 2016], the 5% in lieu of the above holidays will

be eliminated and affected employees will receive statutory holiday pay and a personal day prorated to their regular work schedule for such day.

#### **ARTICLE 19 - EMPLOYEE BENEFITS**

19.01 The following employee benefit plans for permanent full-time employees working in excess of seventeen and one-half (17.5) hours per week for thirty (30) and thirty-five (35) hour per week employees and twenty-four (24) hours per week for forty (40) hour per week employees will be in effect with the Employer contribution to premiums to be as stated:

- |   |     |
|---|-----|
| 1) Health Benefits  | 90% |
| 2) Vision Care up to \$300.00 every two (2) years   | 90% |
| 3) Dental Plan - Current O.D.A. fee schedule  | 90% |
| 4) Group Life Insurance and Accidental Death & Dismemberment<br>(two times annual salary up to a maximum of \$50,000) | 90% |
| 5) Long-Term Disability   | 90% |

19.02 The Board shall pay the required percentage of the annual cost of all benefits. The Board shall have the right to amend the benefit policies from time to time provided the coverage is comparable. The Union shall be provided with a copy of the amendments.

*Article 19.02 (Employee Benefits) of the collective agreement with CUPE Local 4681 shall not apply to Child and Youth Workers. In lieu, the following provisions shall apply to Child and Youth Workers:*

19.02 (CYW) The Board shall pay the required percentage of the annual cost of all benefits. The Board shall have the right to amend the benefit policies from time to time provided the coverage is comparable. The Union shall be provided with a copy of the amendments. It is understood that the Board is not the insurer. Any dispute concerning eligibility and entitlement is solely between the employee and the insurer.

#### 19.03 O.M.E.R.S. Pension Plan

- a) All permanent employees who work in excess of seven hundred (700) hours per year, shall be enrolled in the Ontario Municipal Employees Retirement Pension Plan (O.M.E.R.S.) upon employment with the Board.
- b) Employees who have worked seven hundred (700) hours per year or earn at least thirty-five percent (35%) of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan shall be given the option of enrolling in the Plan.
- c) Each enrolled employee shall contribute to the plan based on the formula established by the Plan. The Employer shall contribute an equal amount as per the Statutes and Regulations.

- 19.04 In lieu of all the above benefits, jury pay, bereavement pay, compassionate pay, permanent employees who work seventeen and one-half (17.5) hours per week or less for thirty (30) and thirty-five (35) hour per week employees and twenty four (24) hours per week or less for forty (40) hour per week employees, shall be paid an additional five point six percent (5.6%) for each regularly scheduled hour of work. Overtime hours shall not be included in the calculation of the premium.
- 19.05 It is the mutual understanding of the Employer and the Union that all existing benefits will remain in force until new plans come into effect thirty (30) days following the ratification of the collective agreement by both parties on the first of the following month.
- 19.06 The Employer shall administer the Long-Term Disability Plan. The plan shall be compulsory for all employees. Notwithstanding the terms of the policy, the Employer shall not pay salary deducted from sick leave credits to an employee who is eligible to receive Long-Term Disability Benefits. The waiting period shall not exceed ninety (90) calendar days.
- 19.07 The Employer shall not be required to remit to individual employees the Employment Insurance Rebate for the term of the agreement.
- 19.08 It is understood that all benefits terminate at age 65 or date of retirement if earlier. The terms of the insurance contracts will prevail at all times.

#### **ARTICLE 20 - CORRESPONDENCE**

- 20.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Manager of Human Resources or designate and the President of the Union.
- 20.02 Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties so require.
- 20.03 The Employer agrees to bear the expense of printing the Collective Agreement.
- 20.04 The Union President shall be notified of all postings, appointments, hiring's, lay-offs, re-hiring, and terminations of employment.
- 20.05 The Employer shall provide all current and new employees with a copy of the current Collective Agreement.

#### **ARTICLE 21 - HOURS OF WORK**

- 21.01 a) The normal hours of work for secretarial, clerical and technical staff, shall be thirty-five (35) hours per week and may consist of five (5) consecutive days of seven (7) hours Monday to Friday.
- b) The normal hours of work for educational assistants, shall be thirty (30) hours per week and shall consist of five (5) consecutive days of six (6) hours per day Monday to Friday.

The regular work year for educational assistants will be as follows:

188 days in 2008-2009

189 days in 2009-2010

190 days in 2010-2011

194 days in 2011-2012

- c) The normal hours of work for library assistants shall be up to thirty-five (35) hours per week and may consist of five (5) consecutive days of up to seven (7) hours per day Monday to Friday.
- d) The normal hours of work for custodial and maintenance staff shall be forty (40) hours per week and shall consist of five (5) consecutive days of eight (8) hours, Monday to Friday. Where the hours of work are split (commonly known as split shift), the working hours shall not commence before 6:00 a.m. and must be scheduled within an eleven (11) hour period. Where an employee is required to perform duties at more than one school, the number of hours for a split shift may exceed eleven (11) hours.
- e) The normal hours of work for Child and Youth Workers shall be thirty-five (35) hours per week Monday to Friday.
- f) The Board agrees to provide school Secretaries with five (5) additional working days to assist at the start-up or closing of school year. Additional days may be granted upon approval of the Manager of Human Resources.
- g) Nothing in this agreement shall be considered to be a guarantee of work, or hours of work per day or per week, or of working schedules.

21.02 The number of hours of work assigned to each employee will be as required by the Employer. A permanent employee shall be notified at least two (2) weeks in advance to changes in the hours and days of work.

21.03 a) All time worked for forty (40) hour a week employees beyond eight (8) hours per day or forty (40) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.

b) All time worked for thirty-five (35) hour a week employees beyond seven (7) hours per day or thirty-five (35) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.

c) All time worked for thirty (30) hour a week employees beyond six (6) hours per day or thirty (30) hours per week shall be deemed to be overtime. Overtime worked shall be paid at the rate of time and one-half.

d) Subject to approval, employees may bank overtime at a rate of time and a half (1 ½) paid for each hour worked in lieu of monies. Banked overtime shall accumulate up to a maximum of forty (40) hours or one regular work week, whichever is less, and must be scheduled annually by May 1 at a mutually agreed upon time by the Manager of Plant and the Employee or it will be paid out annually by June 30 for 10-month employees or annually by August 15 for 12-month employees. In exceptional or unforeseen circumstances, lieu time may be carried over to the next school year upon

approval of the Manager of Plant. It is understood that banked lieu time as of November 1, 2015 will be excluded from the above provision; notwithstanding, the Board reserves the right to exercise management rights in regards to lieu time banked prior to November 1, 2015.

21.04 There shall be no scheduled overtime worked in any operation while there are employees on lay-off in the same or similar type of operation and who are qualified to perform the available work, provided such employees are accessible and available at the time required.

21.05 All employees who work in excess of five (5) hours per day shall be permitted an uninterrupted lunch break at least 30 minutes per day.

21.06 Weekend/Holiday School Checks

Where a custodian is required to do weekend/holiday school checks, he/she shall receive (3) hours at straight time per school check.

21.07 Full-time employees will be provided with coffee breaks, twice in a working day (one in the a.m. and one in the p.m.), each not exceeding fifteen (15) minutes duration. Part-time employees who work (3) hours or more will receive a fifteen (15) minute coffee break.

21.08 The Manager of Plant will consider requests from permanent full-time twelve (12) month custodians who request to be assigned ten (10) hour shifts during the summer holidays. Such requests shall not be unreasonably denied. If granted, it is agreed that applicable benefits (ie. sick bank) will be prorated accordingly.

**ARTICLE 22 - CALL-OUT**

22.01 Employees who are called out and are required to work in an emergency outside of their regular hours shall be paid for a minimum of three (3) hours or time and one-half (1½) for the hours worked, whichever is the greater. The provisions of article 21.03 d) apply to all banked lieu time.

**ARTICLE 23 - GENERAL CONDITIONS**

23.01 Bulletin Boards

The Employer shall provide bulletin boards in all shops and staff rooms, upon which the Union shall have the right to post appropriate notices of meetings and such other notices as may be of interest to the employees.

23.02 Any letter of reprimand, suspension or any other disciplinary action will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other disciplinary action, provided that the employee's record has been discipline free for a twenty-four (24) month period and provided that the incident did not involve inappropriate interactions with children.

**ARTICLE 24 - PRESENT CONDITIONS AND BENEFITS**

24.01 Rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer and only as listed hereunder shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

24.02 Uniforms

The Employer agrees to pay for and provide the Custodial staff with uniforms in accordance with Board policy. A uniform committee consisting of three (3) management members and three (3) union members will be established within 30 days of signing the agreement.

24.03 Any safety equipment required by the employer shall be made available to applicable employees for his/her use at no cost. Required safety equipment provided by the Employer will be appropriate and adequate and must be used by the employee.

**ARTICLE 25 - RATES OF PAY**

25.01 A schedule setting forth the rates of pay of classifications shall be attached hereto and made part of this Collective Agreement. The schedule shall be known as "Appendix A" and shall remain in effect during the term of this agreement.

25.02 Employees who are required to work what is known as the afternoon shift as a complete shift, will receive a shift differential as follows:  
Effective September 1, 2012                      0.58 per hour

25.03 Exchange of hours amongst custodial staff is permissible on the approval of the Manager of Plant.

**ARTICLE 26 - JOINT CONSULTATION COMMITTEE**

26.01 The parties shall establish a Joint Committee to discuss specific issues non-related to negotiations. Such a committee will be established for the period 2014-2017. It will consist of three (3) representatives from the Union and three (3) representatives of the Employer.

26.02 The number of meetings shall be set by mutual consent.

**ARTICLE 27 - PAY EQUITY**

27.01 Both parties agree that the provisions of this Collective Agreement are in compliance with the Pay Equity Act namely that pay equity has been achieved and is maintained in accordance with subsections 7(1) and 7 (2) of the Pay Equity Act. The parties agree to meet prior to the end of the 2015-16 school year for the purpose of maintaining Pay Equity through the Joint Pay Equity Committee and thereafter as required.

**ARTICLE 28 – ADMINISTRATION OF MEDICATION**

- 28.01 The administration of medication to students will be carried out in accordance with the provisions of The Ministry of Education - Policy/Program Memorandum No. 81, Provision of Health Support Services in School Settings as amended from time to time and the Northeastern Catholic District School Board Administrative Procedure APE012. No employee shall be required to carry out such duties without first receiving appropriate instruction or training.
- 28.02 The Board will endeavour to amend administrative procedure APE012 to reflect that the core responsibility for the administration of medication to students will be that of the Principal, Vice-Principal or designate. It is understood that in extenuating circumstances, other employees may be required to administer medication as per the procedures.

**ARTICLE 29 – HUMAN RIGHTS CODE**

- 29.01 In compliance with the Ontario Human Rights Code, as amended, the parties hereto agree that there will be no discrimination against any employee covered by this agreement on the grounds enumerated in the Code.

**APPENDIX "A"**

**Effective September 1, 2015**

Classification	Hourly Rate		
	Year 0	Year 1	Year 2
Library Assistant *	\$19.19	\$20.86	\$23.23
Office Clerk	\$19.19	\$20.86	\$23.23
A.V. Technician	\$20.37	\$22.05	\$24.65
School Secretary	\$20.64	\$22.33	\$24.76
Educational Assistant *	\$20.98	\$22.66	\$25.40
Child and Youth Workers	\$25.83	\$27.55	\$29.14
Accounts Receivable/Payable Clerk	\$25.12	\$26.80	\$29.14
Payroll Clerk	\$25.12	\$26.80	\$29.14
Computer Technician	\$25.12	\$26.80	\$29.14
Custodian	\$18.72	\$20.39	\$22.75
General Maintenance	\$20.64	\$22.33	\$24.69
High School Maintenance / Electrician	\$25.48	\$27.49	\$29.72
Temporary / Casual Custodian	\$18.52		

\* Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.

**Effective September 1, 2016**

Classification	Hourly Rate		
	Year 0	Year 1	Year 2
Library Assistant *	\$19.38	\$21.07	\$23.46
Office Clerk	\$19.38	\$21.07	\$23.46
A.V. Technician	\$20.57	\$22.27	\$24.90
School Secretary	\$20.85	\$22.55	\$25.01
Educational Assistant *	\$21.19	\$22.89	\$25.65
Child and Youth Workers	\$26.09	\$27.83	\$29.43
Accounts Receivable/Payable Clerk	\$25.37	\$27.07	\$29.43
Payroll Clerk	\$25.37	\$27.07	\$29.43
Computer Technician	\$25.37	\$27.07	\$29.43
Custodian	\$18.91	\$20.59	\$22.98
General Maintenance	\$20.85	\$22.55	\$24.94
High School Maintenance / Electrician	\$25.73	\$27.76	\$30.02
Temporary / Casual Custodian	\$18.71		

\* Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.

**Effective February 1, 2017**

Classification	Hourly Rate		
	Year 0	Year 1	Year 2
Library Assistant *	\$19.48	\$21.18	\$23.58
Office Clerk	\$19.48	\$21.18	\$23.58
A.V. Technician	\$20.67	\$22.38	\$25.02
School Secretary	\$20.95	\$22.66	\$25.14
Educational Assistant *	\$21.30	\$23.00	\$25.78
Child and Youth Workers	\$26.22	\$27.97	\$29.58
Accounts Receivable/Payable Clerk	\$25.50	\$27.21	\$29.58
Payroll Clerk	\$25.50	\$27.21	\$29.58
Computer Technician	\$25.50	\$27.21	\$29.58
Custodian	\$19.00	\$20.69	\$23.09
General Maintenance	\$20.95	\$22.66	\$25.06
High School Maintenance / Electrician	\$25.86	\$27.90	\$30.17
Temporary / Casual Custodian	\$18.80		

\* Unqualified personnel shall receive 10% less than the qualified personnel for the four (4) consecutive years following their date of employment.

## APPENDIX "B"

### Applicable only to Permanent Educational Assistants and Child and Youth Workers

#### SENIORITY

Seniority is defined as the length of continuous service in the employment of the Board or predecessor Board, calculated from the date of last hire, as a permanent Educational Assistant or Child and Youth Worker respectively. Seniority for Child and Youth Workers shall be computed separately from Educational Assistants. A permanent employee shall not have any seniority until he/she has successfully completed his/her probationary period at which time he/she shall be credited with seniority back to the date of hire for all hours worked. Where two (2) or more employees commence work on the same day, preference shall be given to full-time employees.

In any job posting, redundancy/layoff or recall, the most senior employee will be given preference provided he/she has the skill, ability and qualifications to perform the available work as required by the Employer ("qualified employee"). In determining skill, ability and qualifications, the Board shall be entitled to consider the special needs of the students, physical capabilities and suitability of the employee applicant for the students assigned to the Educational Assistant or Child and Youth Worker.

An up-to-date seniority list shall be prepared by November 15<sup>th</sup> of every year. The seniority lists shall be sent to the President of the Union electronically and posted on the designated bulletin boards. The seniority list shall be open for correction for thirty (30) days after posting.

Article 11.03 of the Collective Agreement applies with respect to loss of seniority.

Article 11.04 of the Collective Agreement applies with respect to seniority during illness.

#### DEFINITIONS

(i) A geographical region shall be defined as:

1. Kapuskasing
2. Cochrane/Iroquois Falls
3. Timmins
4. Kirkland Lake / Englehart
5. Englehart / New Liskeard / Cobalt
6. Moosonee

(ii) An individual will be designated as a redundant employee where there is a loss of a permanent position or a reduction in his/her hours of work.

#### PLACEMENT

It is understood there are circumstances affecting work placement that include but are not limited to a student changing school, a change in program, a change to accommodate a child's new or special need, or a change in funding. The Employer will first consider reassigning an affected employee within the school considering the available work and the needs of the students.

The Employer may place or reassign an Educational Assistant or Child and Youth Worker within the same geographical region where there is no reduction of hours for the Educational Assistant

or Child and Youth Workers. Otherwise an employee who has his/her hours of work reduced will be identified as redundant and is eligible to exercise bumping rights as outlined below.

### **REDUNDANCY**

Redundant employees, if any, shall be notified with a copy to the Union before August 1 by the Employer in the event an employee is not placed or reassigned within the same geographical region. Employee(s) bumping rights will be exercised as per the following procedures.

### **BUMPING RIGHTS**

Seniority and bumping rights shall be exercised by redundant employees in a geographical region should a position become available including having eligibility to bump into a long term occasional assignment vacancy. Initially employees who are redundant shall be entitled to bump the most junior employee in their own geographic region.

A redundant employee shall also have the right to bump the most junior employee on a district basis if the geographical region bumping process results in the employee being unable to exercise bumping rights if the redundant employee is qualified.

Positions which remain vacant after employees have been given an opportunity to exercise bumping rights will be considered "new" positions and will be posted accordingly.

### **RECALL**

The Employer will recall redundant employees not placed under the bumping process in order of seniority in the bargaining unit provided the employee possesses the skill, ability and qualifications to do the available work as required by the Employer. The Employer will provide the Union with a redundancy list to include the date of hire and telephone number by November 15<sup>th</sup>. The senior qualified Educational Assistant or Child and Youth Worker on the respective recall list shall have the choice of positions if there are more than one. An employee shall have the right to refuse an offer of recall. The employee shall not forfeit any rights of recall under this article for such refusal.

New employees shall not be hired until redundant employees having the necessary skill, ability and qualifications to perform the available work have been given an opportunity of recall. The Employer shall exercise this right in a reasonable manner.

Article 12.05 of the Collective Agreement applies with respect to the continuation of medical coverage.

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NOTE: Educational Assistants and Child and Youth Workers are employed annually for a period of 10 months and receive notice of layoff and a record of employment for purposes of employment insurance. If employees are not placed or able to exercise bumping rights prior to the commencement of each school year, they will be placed on the recall list.

## APPENDIX "C"

### OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CCP) the balance of the extension period becomes unpurchasable service;
- Stand-by-pay/call-in-pay-(pay for-being-on-call,-not pay-for-hours-worked-when-called-in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance, that is, expenses are not reimbursed, then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;

- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

## **LETTER OF AGREEMENT REGARDING PERMANENT PART-TIME EMPLOYEES**

Notwithstanding the provisions of Articles 16.01 and 19.04, permanent part-time custodial employees working twenty-four (24) hours per week or less whose date of last hire with the Board or a predecessor Board was January 1, 2000 or earlier, and who were enrolled in the Board's benefit plans and were covered for sick leave benefits, will continue to be covered for such benefits for the life of this agreement.

The cost of benefit plan premiums will continue to be pro-rated according to hours worked.

Any employee affected by this letter of agreement will not be entitled to receive the additional nine percent (9%) pay in lieu of benefits as stated in Article 19.04.

## **LETTER OF AGREEMENT - DISPENSING FEE / COCHRANE-IROQUOIS FALLS**

During the life of this agreement and commencing thirty (30) days after the signing of this agreement, the Northeastern Catholic District School Board agrees that for the C.U.P.E. employees residing within the geographic areas of the former Cochrane-Iroquois Falls Roman Catholic Separate School Board, the dispensing fee cap will be removed, and these employees will not be required to pay the dispensing fees.

## **LETTER OF UNDERSTANDING**

### **LETTER OF AGREEMENT REGARDING CONTRACTING OUT**

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

- i) the contracting out of such work would result in the lay-off of one (1) or more bargaining unit employees; or,
- ii) ~~there are bargaining unit employees on lay-off, with recall rights, who have the necessary skill, ability and qualifications as determined by the employer to perform the work required, and the work required is sufficient to recall one (1) or more employees to at least eight (8) consecutive hours per week for forty (40) hours a week employees and at seven (7) consecutive hours for 35 hours per week employees and at six (6) consecutive hours for 30 hours per week employees.~~

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

The Board and the Union are committed to open communication and a transparent process in regard to contracting out services. The parties agree to discuss and review sustainable opportunities for work that could be performed within the bargaining unit.

**LETTER OF UNDERSTANDING – Working Alone**

The parties agree to meet as soon as possible after ratification of the collective agreement and prior to the start of the 2016-17 school year to discuss measures for personal safety while working alone.

**LETTER OF UNDERSTANDING**

**Re: Student Supervision**

The Board confirms an Educational Assistant's primary timetable assignment is to work with identified and/or at-risk students. However, it is also understood that an Educational Assistant's duties necessarily include support for the educational and general well-being of the student population.

The Educational Assistant's primary timetable may be supplemented by the Principal assigning scheduled supervision of students and homework clubs. In making this assignment the Principal recognizes that student supervision is also a primary responsibility of teachers who are scheduled and who will continue to be scheduled for that purpose.

The parties confirm that all employees assist and respond to safety and emergency situations including those involving students consistent with employees' legal obligations.

Supervision schedules for CUPE employees will be shared with the CUPE President or designate annually. Issues arising from the supervision schedules shall be discussed by the Joint Consultation Committee.

**LETTER OF UNDERSTANDING**

**Re: Community Use of School**

The Board agrees that the union can discuss with the Manager of Plant issues pertaining to school facilities being utilized by outside groups for various activities. The Manager of Plant will consider whether custodial staff may be called in for such activities.

## LETTER OF UNDERSTANDING

During the life of the 2014-2017 collective agreement and commencing upon ratification of this agreement, the Board shall grant the use of two (2) paid vacation days from the employee's vacation entitlement on a day when classes are in session. Part time employees who receive pay in lieu of vacation days shall be permitted to use two (2) days without pay on a day when classes are in session. The request for leave form shall be submitted a minimum of ten (10) days prior to the leave. Any request that could not meet the ten (10) days notice period due to extenuating circumstances shall be by mutual consent of the parties. The approval of the leave is subject to the availability of a replacement employee, where required and to the operational requirements of the Board.

Without prejudice, the following provision may be used only once by each employee during the 2016-17 school year:

The Board shall grant a third (3<sup>rd</sup>) paid vacation day from the employee's vacation entitlement on a day when classes are in session provided the employee has used five (5) or less sick days during the previous school year. Part-time employees who receive pay in lieu of vacation days shall be permitted to use a third (3<sup>rd</sup>) day without pay on a day when classes are in session provided the employee has used five (5) or less sick days during the previous school year. The request for leave form shall be submitted a minimum of ten (10) days prior to the leave. Any request that could not meet the ten (10) days notice period due to extenuating circumstances shall be by mutual consent of the parties. The approval of the leave is subject to the availability of a replacement employee, where required and to the operational requirements of the Board.

The parties agree to meet prior to Monday, February 29<sup>th</sup>, 2016 to discuss the grievances related to staffing reductions.

**LETTER OF UNDERSTANDING – Professional Development**

Further to the discussion that took place during the negotiation of this agreement, the parties agree to discuss the issue of professional development for the members of this bargaining unit annually through the Joint Consultation Committee.

**LETTER OF UNDERSTANDING – CASUAL SENIORITY**

The parties agree to meet prior to June 30, 2016 to discuss the calculation of the casual seniority list, which shall be based on hours worked retroactively to September 1, 2014, subject to completion of a probationary period.

During this probationary period, such employees shall not be entitled to the grievance procedure in discharge cases.

A casual employee may be removed from the casual seniority list when he/she has not worked during the previous school year or when it is impossible to establish contact with the casual employee using the contact information provided by the casual employee.

The parties agree to meet prior to August 31, 2017 to review the calculation of seniority.

## **LETTERS OF UNDERSTANDING – PDT**

The Board recognizes that the following letters of understanding:

- Re: Implementation of PDT Agreement
- Re: Professional Development Allocation
- Re: Staffing Funding Enhancement for the 2009-10 Custodial/Maintenance Staff (School Operations)
- Re: Staffing Funding Enhancement for 2009-10 Office Support Staff (Elementary School Secretary)
- Re: Board Wide Project
- Re: Enhancements Arising from Other Education Support Workers PDT Agreements
- Re: Staffing Funding Enhancement for 2011-12 Education Assistants
- PDT - BASE LINE STAFFING
- Re: PDT Provincial Committees
- Re: Group Benefits and Other Working Conditions

May be relied upon by CUPE for the purposes of the charter challenge and are for historical reference only.

## **LETTER OF UNDERSTANDING**

### **Re: Implementation of PDT Agreement**

This letter comes into force on the date it is ratified by both parties and expires on August 31, 2012.

The parties agree to fully implement the commitments contained in and the requirements of the PDT Agreement dated May 27, 2008 which is attached as Appendix \_\_\_\_ to this Collective Agreement expiring August 31, 2012.

Upon ratification of this agreement, the Director of the NCDSB and the President of CUPE Local 4681 shall forward a joint letter to the Director, Labour Relations and Governance Branch, Ministry of Education confirming that all of the conditions contained in the PDT agreement between the Boards and CUPE dated May 27, 2008 have been successfully negotiated into the Collective Agreement between the NCDSB and CUPE Local 4681.

The parties recognize the challenges regarding the full and final implementation of the PDT Framework Agreement and therefore agree to meet on an as needed basis to discuss and apply the provisions including benefits and their application to this Bargaining Unit. The meetings may be at the written request of either party with at least thirty (30) calendar days notice.

Any dispute arising from the implementation of the PDT Agreement may be referred to arbitration by either of the parties. An arbitrator shall have the jurisdiction to determine whether the implementation of the PDT Agreement has been completed in accordance with the terms of the collective agreement, letters forming part of the collective agreement, and the PDT agreement, and to make orders and grant remedies as deemed appropriate.

## LETTER OF UNDERSTANDING

### Re: Professional Development Allocation

The Northeastern Catholic District School Board and CUPE Local 4681 have jointly agreed to a philosophy which encourages professional development for all members. An ad hoc professional development committee consisting of three (3) representatives from the Union and the Employer respectively shall be established. CUPE 4681 is recognized as an equal participant in the professional development committee.

In accordance with the Provincial Discussion Table Agreement (PDT), the parties agree to allocate monies provided during the 2008-2009 and/or 2009-2010 school year for professional development and training opportunities for all bargaining unit members. The information provided by the Province to the Board allocates funding in the amount of \$21,515.00 for Union and Non-Union Education Support Workers. The allocation of CUPE 4681 proportional share of the Ministry of Education's funding enhancements for professional development and training for education support workers in the GSN shall be the ratio between CUPE 4681 FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 financial statements. The Board has shared the financial analysis and calculations of this allocation with CUPE 4681. Based upon the parties best efforts at this time it is estimated that CUPE 4681's prorated allocation is \$17,541.00.

It is agreed that this professional development committee will meet within 30 days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for members during the 2008-2009 and/or 2009-2010 school years.

Mutually agreed upon items will be forwarded to the appropriate Board personnel for implementation.

**LETTER OF UNDERSTANDING**

**Re: Staffing Funding Enhancement for the 2009-10  
Custodial/Maintenance Staff (School Operations)**

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Government-in-Council, to increase in 2009-2010 the School Operations benchmark per square meter by \$1.41;

WHEREAS the Government will require that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/Maintenance/Skilled Trades/Building Security Staff;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- a) Offset staff reductions in Custodial/Maintenance/Skilled Trades/Building Security Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- b) Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Staff/Skilled Trades/Building Security Staff in 2009-10.

The Board will share the financial analysis and calculations with the bargaining unit.

**LETTER OF UNDERSTANDING**

**Re: Staffing Funding Enhancement for 2009-10  
Office Support Staff (Elementary School Secretary)**

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant;

WHEREAS the Government will require that this funding enhancement be used, in 2009-10, in the manner described below;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, if any, up to the value of the Board's share, in the following order:

- a) Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between 2008-09 and 2009-10 school years due to declining enrolment;
- b) Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or hire additional unionized Board-employed Elementary School Office Support Staff in 2009-10.

The Board will share the financial analysis and calculations with the bargaining unit.

Note: Presently the Board has not been identified by the Provincial Government as being eligible for any PDT funding enhancement.

**LETTER OF UNDERSTANDING**

**Re: Board Wide Project**

The Board agrees to have a yearly conversation with the local union to identify one board-wide project that would contribute to the public's positive perception of the quality of the Board properties, contingent on resources available to the School Board. This may include the use of existing discussion forums or committees.

## **LETTER OF UNDERSTANDING**

### **Re: Enhancements Arising from Other Education Support Workers PDT Agreements**

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and CUPE Local 4681 have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

## LETTER OF UNDERSTANDING

### Re: Staffing Funding Enhancement for 2011-12 Education Assistants

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN as follows: JK to Grade 3 benchmark: \$86.55; Grade 4 to Grade 8 benchmark: \$66.62; Secondary benchmark: \$41.09;

WHEREAS the Government will require that this funding enhancement be used, in 2011-12, in the manner described below;

Subject to the above, in 2011-12, the Board will apply this enhanced funding, up to the value of the Board's share, as follows:

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Education Assistants from 190 to 194;
- Increase the number of hours worked by Education Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.

The Board will share the financial analysis and calculations with the bargaining unit.

The use of incremental hours for Education Assistants must include scheduled supervision of students or after-school homework support. Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers and the union accepts that supervision is an assigned responsibility which can also be performed by other Board employees.

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistant's working conditions.

The Board and the local union shall explore the feasibility of planning one Professional Activity Day starting in 2011-12 for Education Assistants to meet with peers as part of a Professional Learning Community. Existing forums or committees may also be used for this purpose.

**LETTER OF UNDERSTANDING**

**PDT - BASE LINE STAFFING**

Base line staffing numbers if required to resolve PDT Staffing issues will be set at October 31, 2008. It is understood that these base line numbers will be reflected in the Financial Reports submitted to the Ministry of Education in 2009. Presently the Board is able to provide the following preliminary estimate:

**NORTHEASTERN CATHOLIC DISTRICT SCHOOL BOARD**  
**CUPE FTE EQUIVALENT STAFFING ESTIMATE AS AT OCTOBER 31, 2008**

**CATEGORY**

Educational Assistants	49.72
Computer Technicians	2.00
Library Assistants	5.57
Clerical/Secretarial	14.00
<b>Total</b>	<b>71.29</b>

**Administrative-Clerical/Secretarial  
Technical & Specialized**

Payroll/Accounts Payable/Receivable Clerks	2.00
Office Clerk	1.00
<b>Total Clerical/Secretarial</b>	<b>3.00</b>

**School Operations**

Clerical & Secretarial	1.00
Custodial Staff	24.16

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Maintenance	1.00
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<b>Total School Operations</b>	<b>26.16</b>
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<b>TOTAL CUPE</b>	<b><u><u>100.45</u></u></b>
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**LETTER OF UNDERSTANDING**

**Re: PDT Provincial Committees**

Whereas the parties to the PDT Agreement have indicated their intention to establish committees at the provincial level: Joint Task Group on Violence in the Workplace, Support Workers Advisory Group (SWAG) and a Tripartite Benefits Committee, the Northeastern Catholic District School Board and CUPE Local 4681, agree that in the event that a member of the bargaining unit is appointed to any of these committees, the employee will be granted leave in order to attend committee meetings.

Conditional on the Board being reimbursed for lost time the employee's pay for regular scheduled hours shall be continued during the employee's absence.

Whereas the Ministry of Education has made the commitment to pay all expenses relating to participation on these committees it is further agreed that any money received by the employee directly from the Ministry in this regard, exclusive of travel allowance and living expenses shall be remitted to the Board.

**LETTER OF UNDERSTANDING**

**Re: Group Benefits and Other Working Conditions**

Conditional upon approval by the Lieutenant Governor-in-Council, the parties will meet by January 15, 2010 to determine the allocation of the Northeastern Catholic District School Board's share of the benefit enhancement funding in accordance with the Provincial Discussion Table Agreement.

In accordance with the terms of the PDT agreement for the 2008-2012 collective agreement, the Board and CUPE Local 4681 agree that the additional enhancement for benefits effective September 1, 2010 shall be fully applied.

The CUPE Local 4681 share of the Board's allocation will be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.

The parties agree to designate a committee with up to three (3) individuals from each side. The Committee shall meet within thirty (30) days when the exact funding is confirmed in order to allocate available funding.

The committee will review allocating the Board's share of the benefit enhancement funding which will be used to enhance group benefits and other working conditions (ie safety boots/shoes, increasing eyeglass coverage).

**MEMORANDUM OF SETTLEMENT – Former OPSEU Employees [BBS]**

The undersigned agree that the employees of the former Moosonee Roman Catholic Separate School Board formerly represented by the Ontario Public Service Employees Union Local 663 listed below (herein called the 'Moosonee Employee(s)') shall be subject to the provisions of the 2014-2017 Collective Agreement between the Northeastern Catholic District School Board and CUPE Local 4681, effective upon ratification, except as outlined in this memorandum. It is agreed that, unless specifically noted, these exceptions terminate once a Moosonee Employee accepts employment outside of the jurisdiction of the former Moosonee Roman Catholic Separate School Board. It is further agreed that as of the date of ratification of this agreement new employees will be hired under the Northeastern Catholic District School Board collective agreement with CUPE Local 4681.

Moosonee Employees:

Noella Koostachin	Lorraine Nakogee	Linda Wesley
Xavier Wheesk	Daniel Wynne	Henry Wynne

**1. VACATION**

In addition to the provisions of Article 17 – Vacation of the Collective Agreement with CUPE Local 4681, all Moosonee Employees will be given the option of taking vacation during Hunt Break.

It is further noted that the above named employees will be grandfathered at their current allocation of vacation days, where such allocation is greater than that provided under the collective agreement with CUPE Local 4681.

**2. HOURS OF WORK**

The normal hours of work for educational assistants at Bishop Belleau School in Moosonee shall be thirty-two and a half (32.5) hours per week and may consist of five consecutive days of up to six and a half (6.5) hours per day Monday to Friday.

The normal hours of work for bus driver at Bishop Belleau School in Moosonee shall be twenty (20) hours per week and may consist of five consecutive days of up to four (4) hours per day Monday to Friday.

The normal hours of work for maintenance helper at Bishop Belleau School in Moosonee shall be ten (10) hours per week and may consist of five consecutive days of up to two (2) hours per day Monday to Friday.

The normal hours of work for custodians at Bishop Belleau School in Moosonee shall be up to 37.5 hours per week.

**3. TRAVEL ALLOWANCE**

The Board will continue to pay all Moosonee employees a travel and isolation allowance of five thousand (\$5,000) per year, payable as follows:

- one quarter (1/4) in a separate cheque on or before the 30<sup>th</sup> day of the month prior to the commencement of the Fall Hunt Break.
- one quarter (1/4) in a separate cheque on or before the 30<sup>th</sup> day of November.
- one quarter (1/4) in a separate cheque on or before the 30<sup>th</sup> day of the

month prior to the commencement of the Mid Winter Break.  
 -one quarter (1/4) in a separate cheque on or before the 30<sup>th</sup> day of March.

Regular part time employees shall be entitled to the above travel allowance on a prorated basis.

**4. SALARY GRID**

In lieu of Appendix A (salary grid) of the CUPE Collective Agreement, the following salary grid shall apply:

Effective September 1, 2014								
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>Bus Driver</b>	19.55	20.64	21.77	22.87	23.97	25.07	26.18	27.30
<b>Maintenance Helper</b>	19.55	20.64	21.77	22.87	23.97	25.07	26.18	27.30
<b>Custodian</b>	14.95	15.89	16.83	17.75	18.68	19.61	20.55	21.48
<b>School Secretary</b>	17.12	18.04	19.11	20.20	21.28	22.38	24.56	26.11
<b>Educational Assistant</b>	18.04	19.25	20.46	21.68	22.91	24.10	25.34	26.55

Effective September 1, 2016								
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>Bus Driver</b>	19.75	20.85	21.99	23.10	24.21	25.32	26.44	27.57
<b>Maintenance Helper</b>	19.75	20.85	21.99	23.10	24.21	25.32	26.44	27.57
<b>Custodian</b>	15.10	16.05	17.00	17.93	18.87	19.81	20.76	21.69
<b>School Secretary</b>	17.29	18.22	19.30	20.40	21.49	22.60	24.81	26.37
<b>Educational Assistant</b>	18.22	19.44	20.66	21.90	23.14	24.34	25.59	26.82

Effective February 1, 2017								
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>Bus Driver</b>	19.85	20.95	22.10	23.22	24.33	25.45	26.57	27.71
<b>Maintenance Helper</b>	19.85	20.95	22.10	23.22	24.33	25.45	26.57	27.71
<b>Custodian</b>	15.18	16.13	17.09	18.02	18.96	19.91	20.86	21.80
<b>School Secretary</b>	17.38	18.31	19.40	20.50	21.60	22.71	24.93	26.50
<b>Educational Assistant</b>	18.31	19.54	20.76	22.01	23.26	24.46	25.72	26.95

**5. BEREAVEMENT**

The Board may grant up to two (2) additional days paid leave of absence for the purpose of travel and attending the funeral of a family member out of town. The employee must provide the Employer with proof that the funeral is out of town. Family is defined as mother, father, son, daughter, spouse, legal guardian, brother, sister, grandchildren, legally adopted child, grand-parent, grandchildren, sister or brother-in-law, daughter or son-in-law, mother-in-law or father-in-law, uncle or aunt.

**6. ON CALL WEEKEND**

Where an employee is required to be on call for the weekend, he/she shall receive one day off with pay.

**7. CLOTHING ALLOWANCE**

It is understood that the Board will not be responsible for the cleaning of uniforms provided to the Moosonee employees.

**8. BENEFITS**

In lieu of article 19.01 (Benefit Plans) of the CUPE Collective Agreement, the following shall apply to the Moosonee employees:

**Extended Health, Group Life and Dental Plans**

The Board agrees to pay one hundred percent (100%) of the cost of every eligible employee's enrolment in each of the following plans or its equivalent:

(a) The current Extended Health Care Plan:

- Prescription drug reimbursement with no deductibles;
- Vision care - \$300 every two (2) years with no deductibles;
- Semi-private hospital coverage;
- Supplemental Health Care with no deductibles.

(b) The current Group Life Insurance Plan:

- \$100,000 per person coverage, including AD. & D.

(c) The current Dental Care Plan:

- 100% co-insurance;
- Current ODA rate schedule;
- Basic and additional services;
- Annual maximums per insured individual of \$2000 for basic services;

(d) Regular part-time employees shall bear 50% of the premium costs.

**Long Term Disability Plan**

The Union and the employees agree that enrollment in the O.T.I.P. Long Term Disability Plan or its equivalent shall be compulsory for all eligible employees.

Each eligible employee shall pay 100% of the cost of his enrollment in the Ontario Teachers' Insurance Plan or its equivalent and the said cost of enrollment shall be deducted by the Board from each eligible employee's wages.

**9. STATUTORY HOLIDAYS**

In lieu of the statutory holiday on January 2<sup>nd</sup> provided for in the Collective Agreement with CUPE, a floating day will be scheduled by the Board for regular full time Moosonee employees between the 26<sup>th</sup> of December and the 1<sup>st</sup> of January in recognition of Aboriginal Day.

DATED AT TIMMINS, ONTARIO THIS 28 DAY OF September 2016.

**NORTHEASTERN CATHOLIC DISTRICT SCHOOL BOARD, per**

R Bernard  
CHAIR OF THE BOARD

Shepherd  
DIRECTOR OF EDUCATION

Drummond  
COMMITTEE MEMBER

Maidaloni  
COMMITTEE MEMBER

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

Samsen  
CHAIR OF NEGOTIATING  
COMMITTEE

M Mahaffy  
CO-CHAIR OF NEGOTIATING  
COMMITTEE

\_\_\_\_\_  
COMMITTEE MEMBER

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