

Collective Agreement

between

The Hamilton-Wentworth Catholic District School Board



and

The Canadian Union of Public Employees,
and its Local 3396



September 1, 2019 – August 31, 2022

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00

CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b) The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and

translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

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

C5.00 BENEFITS

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

be referred to herein as the "Participation Date".

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent

yearly statement. The total cost excludes retiree costs and optional employee benefit costs.

b) Funding amounts:

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

Funding will be made retroactive to September 1, 2019.

- c) Funding changes described in a) and b) are contingent on the CUPE EWBT agreeing that any enhancements to the CUPE Benefit plan shall be consistent with the following parameters:
- i) The Claims Fluctuation Reserve (CFR) shall not decrease below 25% of total CUPE benefit plan costs for the prior year and,
 - ii) the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

- b) New hires after the Participation Date who are eligible for benefits from the CUPE EWBT are not eligible for pay in lieu of benefits.

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

"Casual Employees" means,

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

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

"Fiscal Year" means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

The Local union and Local school board agree to continue to cooperate in the implementation and

administration of early intervention and safe return to work processes as a component of the Short-Term Leave and Long-Term Disability Plans.

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

The Committee shall include four (4) representatives from CUPE/SCFP and four (4) representatives from

the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

Committee meetings, and consultations with board professional staff.

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a

period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

I, _____

hereby authorize my Health Care Professional(s)

to disclose medical information to my employer,

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

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

_____ dd _____ mm _____ yyyy

for my absence starting on the

_____ dd _____ mm _____ yyyy

Signature

Date

Employee ID:

Employee
Address:

Dear Health Care Professional,

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

Please return the completed form to the attention of:

Telephone No:

Work Location:

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions ☐

Return to work date: dd mm yyyy

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)

Walking:

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

Standing:

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

Sitting:

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

Lifting from floor to waist:

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

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

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

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

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

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

☐ 1-2 days ☐ 3-7 days ☐ 8-14 days

☐ 15 + days ☐ Permanent

Have you discussed return to work with your patient?

☐ Yes

☐ No

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

Start Date: dd mm yyyy

☐ Regular full time hours ☐ Modified hours

☐ Graduated hours

Is the patient on an active treatment plan?: ☐ Yes

☐ No

Has a referral to another Health Care Professional been made?

☐ Yes (optional - please specify): _____ ☐ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?

☐ Yes

☐ No

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **(Complete Part 2)**

☐ I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

PART 3 – Confirmation and Attestation
Health Care Professional: The following information should be completed by the Health Care Professional

Completing Health Care Professional Name: (Please Print)	
---	--

Telephone Number:	
-------------------	--

Signature:	

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks (*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction

from sick leave or the Short Term Leave Disability Program (STLDP).

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year. Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

Boards which have Long-Term Disability waiting periods greater than 131 days shall ensure there is

language that accords with the following entitlement:

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

RE: Job Security: Protected Complement

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).

5. The above language does not allow trade-offs between the classifications outlined below:

- a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
7. This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Protection Fund

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

- i. Schools boards and the CUPE local shall jointly apply for funding to reinstate affected positions. This funding shall be available from the date of central ratification until August 31, 2022 for the affected employees' work year.
- ii. Affected positions are those that were reduced either by lay off or reduction to hours effective August 31, 2019 as a result of the expiry of LOU #3, Job Security: Protected Complement. This does not apply to positions reduced in accordance with LOU #3, Job Security: Protected Complement.
- iii. LOU #3, Job Security: Protected Complement will apply to reinstated positions through the use of this fund.
- iv. The local unions and local school boards will meet as soon as practical, and no later than 30 days after the date of central ratification, to discuss the implementation of this LOU.
- v. A reconciliation process shall be established to confirm that the positions have been reinstated to the appropriate school boards. Any disputes regarding the implementation, administration and the reconciliation of this LOU will be submitted to the Central Dispute Resolution Committee by December 31, 2019. Any disputes not resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.
- vi. Upon receiving the applications in i), and reconciliation in v), the funding shall be prorated based on the finalized FTE numbers.

APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Professional Development

The parties acknowledge the important skills and expertise that education workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local school boards specifically to provide professional development to employees represented by CUPE, local school boards shall consult with local CUPE representatives prior to finalizing and delivering the funded professional development.

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and

- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

RE: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

RE: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

Topics the training program will address are the following:

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

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent CUPE represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and that the day will not be designated as Sulp. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

RE: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter “CUPE”)

AND

The Council of Trustees’ Associations

(Hereinafter the “CTA/CAE”)

RE: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

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

LETTER OF UNDERSTANDING #9

BETWEEN

**THE ONTARIO PUBLIC SCHOOL BOARD ASSOCIATION
(HEREINAFTER CALLED 'OPSBA')**

AND

**THE ONTARIO CATHOLIC SCHOOL TRUSTEES ASSOCIATION
(HEREINAFTER CALLED 'OCSTA')**

AND

**L'ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO
(HEREINAFTER CALLED 'ACEPO')**

AND

**L'ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES
(HEREINAFTER CALLED 'AFOCSC')**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES / SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE
(HEREINAFTER CALLED 'CUPE')**

AND

THE CROWN

RE: BENEFITS

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

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 **The following employees represented by CUPE are eligible to receive benefits through this Trust:**
 - 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

The methodology listed above will be applicable for each group leaving an existing policy where the

experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

5.0.0 SHARED SERVICES

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation

date but shall be no later than August 31, 2021.

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

7.0.0 ACCOUNTABILITY

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three-year period.
- If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to

restore the balance to at least 8.3% of total annual expenses.

- 7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

- 10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the union to all new members within 15 to 30 days from their acceptance of employment.
- 10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

- 13.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the

purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

Appendix A – HRIS File

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

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

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(HEREINAFTER CALLED 'OPSBA')

AND

THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION
(HEREINAFTER CALLED 'OCSTA')

AND

L'ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO
(HEREINAFTER CALLED 'ACEPO')

AND

L'ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES
(HEREINAFTER CALLED 'AFOCSC')

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES / SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE
(HEREINAFTER CALLED 'CUPE')

AND

THE CROWN

RE: BENEFITS

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

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

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

1.0.0 PRINCIPLES

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

affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on the Participation Date.
 - A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- If available, the paid premiums or contributions or claims costs of each group; or
 - Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.
- 4.2.4 In addition to the contributions provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay and as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- 4.2.7 For purposes of 4.2.6 above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- 4.2.8 Amounts previously paid under 4.2.3 and 4.2.4 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
 - a. The trustees' selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;

- c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - 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;
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- 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
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- 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.

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- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 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 Within thirty (30) days following a request by the Trustees, a Board shall permit a chartered professional accountant acting on the Trustees' behalf to carry out an inspection, audit or examination of the books of account, documents, payrolls, records, and other materials relating directly to its participation in this Trust.

12.0.0 CLAIMS SUPPORT

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

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).

CUPE – PART B: LOCAL TERMS

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to provide machinery for the prompt and orderly disposition of grievances and to establish and maintain working conditions, hours of work and wages for all Employees covered by this agreement.
- 1.02 In the interest of maintaining and improving harmonious relations and settled conditions of employment between the Employer and the Union, both parties agree to work towards achieving a Collective Agreement through a cooperative and problem solving manner.

ARTICLE 2 - RECOGNITION

- 2.01 a) The Board recognizes the Union as the sole collective bargaining agent for all Employees of the Hamilton-Wentworth Catholic District School Board including its Adult Continuing Education Centres employed in Clerical, Technical, Office Services, Educational Assistants, Professional Support Staff, Early Childhood Educators, **Child & Youth Workers** and Casual or Temporary Employees save and except supervisors and those above the rank of supervisor, Employees engaged in a labour relations function, summer students, the Computer Department, the Human Resources Department, secretaries to the Business Administration, Staff Development, Director of Education, Associate Directors, and the Minute Secretaries.
- b) The Employer may hire Employees on a temporary or casual basis. No Employee of this Bargaining Unit, regular or part-time, shall be displaced from their regular employment or have their hours reduced as a result of hiring temporary or casual Employees. Temporary or Casual Employees shall not be covered by any of the terms and conditions of this collective agreement save and except for the following articles:
- Article 4, Appendix B, Letter of Information #7
- c) A Temporary or Casual Employee is defined as follows:
- i) An Employee who works the regularly scheduled hours in any given job classification temporarily replacing a regular seniority Employee who is on an approved leave or who is absent or who fills a position while it is being posted; or
 - ii) An Employee who provides additional assistance during peak operational periods; or
 - iii) An Employee who is utilized to comply with a Ministry directive or Government funded program.
- 2.02 Professional Support Staff shall be defined as Social Workers, Speech and Language Pathologists and Psychometrists.

ARTICLE 3 - DEFINITIONS

- 3.01 All references to gender in the Collective Agreement shall read to be inclusive.
- 3.02 The Hamilton-Wentworth Catholic District School Board shall hereafter be referred to as "the Board" or "the Employer" and the Canadian Union of Public Employees, Local 3396 shall hereafter be referred to as "the Union".

ARTICLE 4 - UNION DUES

- 4.01 The Board agrees, as required by S.47 of the Ontario Labour Act, to deduct from the wages of each Employee in the Bargaining Unit the amount equal to the regular monthly Union dues.
- 4.02 The amount of the regular monthly dues shall be those uniformly and regularly paid by a member and authorized by the Union in accordance with the provisions of its by-laws, constitution, and the Treasurer of the Union shall notify the Board of any changes therein and such notification shall be the Board's conclusive authority to make the deduction specified.
- Union dues shall be deducted from regular gross earnings except overtime.
- 4.03 In consideration of the deducting and the forwarding of Union dues by the Board, the Union agrees to indemnify and save harmless the Board against any claims or liabilities arising out of or resulting from the operation of this article.
- 4.04 Dues deduction shall become effective in the month following the month in which the Employee was hired. The deduction shall be made bi-weekly and forwarded to the Treasurer of the Local Union by no later than the 15th of the subsequent month. Such remittance shall be in electronic format and shall include a list of Employees from whom deductions were made, Employee identification number, wages earned and amount deducted.
- 4.05 The Board agrees to show the total amount of Union dues and deductions on each Employee's T-4 taxation form.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Save and except to the extent specifically modified or curtailed by any provision of this Collective Agreement, it is the exclusive function of the Board to manage its business and schools and such functions shall include, but not be limited to, the following functions:
- a) to maintain order, discipline and efficiency and set qualifications;
 - b) to hire, transfer, classify, assign, appoint, promote, demote, layoff, recall, and to suspend, discharge, or otherwise discipline Employees for just cause, subject to the right of Permanent Employees to grieve their discipline in accordance with the grievance procedure set out in this agreement;
 - c) to issue and enforce from time to time such rules and regulations in a consistent

manner as the Board deems necessary to ensure successful operation of its business;

- d) to manage the Board and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, **programs**, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of schools and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities not specifically modified elsewhere in this agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 There shall be no strike or lockout during the term of this agreement.

ARTICLE 7 - UNION RIGHTS AND ACTIVITIES

- 7.01
 - a) The Board and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an Employee's membership or non-membership in the Union or because of **their** activity or lack of activity in the Union.
 - b) Prior to imposing a formal disciplinary transfer, a written reprimand, suspension or discharge on an Employee, the Board will advise the Employee that **they** may have a Steward present if **they** so desire.
 - c) Reports of warnings or reprimands may be removed from the Employee's file after a period of two (2) year upon written request to the Administrator of Human Resources or **their** designate, provided that further warnings or reprimands have not been taken against the Employee during the two (2) year period.
 - d) No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

7.02 Election of Stewards

The Employer acknowledges the right of the Union to appoint Stewards/ Union Representatives, up to a maximum of **twenty (20)**, whose duties shall be to assist any Employee which the Union represents in matters relating to the activities of the Union, including presentation of grievances. The Union shall endeavour to distribute duties to these Representatives equally as to limit disruption to any individual worksite. The Union shall advise the Employer of the names of the Stewards/Union Representatives.

- 7.03
 - a) The President of the Union and/or their Delegate shall be released by the Board up to a full time basis.

Salary is to be paid by the Board with the Union reimbursing the Board for the total cost of the release time of the President and/or their Delegate and without limiting the generality of the foregoing, total cost is to include all salary and benefits. The

President and/or their **Delegate** shall continue to accrue seniority during this period.

The amount of salary to be paid to the President shall be that authorized by the Union in accordance with the provisions of its by-laws and constitution. The Treasurer of the Union shall notify the Board, in writing of the Presidents' salary and any changes thereto from time to time. The Union agrees to indemnify and save harmless the Board against any claims of liabilities arising out of or resulting from the application of this article.

- b) An Employee in the **Bargaining Unit** elected or appointed as a **Union Officer** may be granted a half time up to full time leave upon written request by the Union to the Director of Education or **their Designate**. The Board shall require a minimum of one (1) months' notice for such a leave. The salary and all benefits will be paid by the Board to the Employee with the Union reimbursing the Board for the total cost of the release time to include the total cost of salary, benefits and any applicable allowances. The Employee shall continue to accrue seniority during this period.
- c) Application for such leaves shall be made to the Director of Education and the Board shall require a minimum of one (1) months' notice.

7.04 Permission to Leave Work

No Steward/Union Representative shall leave the building during working hours on Union business without obtaining the permission of the Employer and such permission shall not be unreasonably denied.

7.05 New Employees

- a) The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, with the conditions of employment set out in the articles dealing with Union security and dues check-off, and to provide a copy of the Collective Agreement. All board mandated Employee orientation, job shadowing and training sessions which require the attendance of the new Employee will be considered paid work.
- b) **The Union shall be notified of the full name, position, employment status (e.g. full-time, part-time, temporary, casual), start date, work location and rate of pay of all Employees hired into the Bargaining Unit prior to their first day of employment.**
- c) **A potential Employee shall receive a copy of the CUPE Collective Agreement with the Board's offer of employment.**

7.06 A copy of all correspondence to a member of C.U.P.E. Local 3396 will be forwarded to the President of C.U.P.E. Local 3396 with a copy to the National Representative at the addresses provided by the Union to the Board.

Requests for information shall be made in writing by the Union President to the Administrator, Human Resources or **Designate**. Such requests shall be considered and responded to in a timely fashion.

The Employer will provide a CUPE bulletin board at every worksite.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the Union and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the Grievor for the prompt disposition, and final settlement of the grievance.
- 8.02 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement shall be considered a grievance.
- 8.03 a) At all formal steps a grievance, to be acceptable under this agreement shall:
- i) be in writing,
 - ii) specify the article(s) allegedly violated by number,
 - iii) contain a precise statement of the facts relied upon,
 - iv) indicate the redress sought,
 - v) be sent by registered mail, **email** or delivered in person,
 - vi) be signed by the Grievor in the case of an individual grievance, where possible,
 - vii) not be subject to change after submission.
- b) At all stages or steps a Member may be accompanied by a Representative of the Union.
- 8.04 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with, except where the time limits have been extended by mutual agreement between the Board and the Union.
- 8.05 The grievance shall be presented in writing to the appropriate Human Resources Manager within fifteen (15) working days from the time the circumstances upon which the grievance is based, were known to the grievor.
- 8.06 Complaints and Grievances shall be settled in the following manner and sequence:

Step 1 – Informal Procedure

- a) If an Employee has a complaint, **they** shall discuss it with the immediate supervisor of the Board within ten (10) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the Employee in order to give the Board an opportunity of adjusting the complaint.

If an Employee requests the assistance of a Union Representative in resolving a complaint, the supervisor in **their** discretion may arrange time for the Employee to discuss the matter with a Union Representative.

- b) The immediate Supervisor shall reply, verbally, within three (3) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Board Official, the complaint shall then become a grievance and may be processed to Step 2.

Step Two

- a) The Employee shall outline the grievance in writing. The Employee must sign the grievance. Such document must be submitted to the appropriate Human Resources Manager within a period of seven (7) working days from the time the verbal reply to the complaint was received as indicated in Step One above.
- b) After such discussion, as is necessary, the appropriate Human Resources Manager shall state in writing their decision within seven (7) working days of the receipt of the grievance form at this Step.

Step Three

- a) If the grievance is not settled within seven (7) working days after it was submitted to the appropriate Human Resources Manager, then the grievance shall be taken up as follows: a Union Representative may then, within seven (7) days from the date of the decision of the appropriate Human Resources Manager request in writing, a meeting with the Director of Education or Delegate.
- b) Such meeting will be held within five (5) working days after receipt by the Employer, of the Union's letter.
- c) The Director of Education or Delegate shall render **their** written decision within five (5) working days following the meeting.
- d) If the decision of the Director of Education or Delegate is not rejected within ten (10) working days, it shall be binding on both parties.

Voluntary Mediation

Prior to formally referring an unresolved grievance to arbitration, the parties, by mutual agreement, may refer the disputed matter to voluntary grievance mediation for settlement. The parties shall agree on the mediator and the **time frame** in which a resolution is to be reached.

The timelines outlined in the grievance process shall be frozen at the point the parties have mutually agreed to use the grievance mediation procedure. Should the grievance remain unresolved within the allotted **time frame** established by the parties, the matter shall be referred back to the formal grievance arbitration process and the timelines in the grievance procedure shall continue from the point at which they were frozen.

The expenses of mediation shall be equally shared by both parties.

Step Four

Failing satisfactory settlement in Step Three or mediation, then at the request of either party, in writing, the grievance may be referred to arbitration provided such request is made within ten (10) working days after the decision of the Employer in Step Three has been rendered or from the expiration of the mutually agreed mediation **time frame** as outlined above.

- 8.07 The Union or the Board may present direct grievances between them commencing at Step Two of the grievance procedure. Such grievances shall not be filed where the grievance could have been filed by an individual.
- 8.08 In determining time limits, Saturdays, Sundays and recognized Statutory Paid Holidays shall be excluded.
- 8.09 **Policy or Group Grievance**
- In the event that more than one Employee is directly affected by one specific incident and such Employees would be entitled to grieve, the grievance shall be processed as one grievance.
- Two Grievors of the group shall be entitled to be present at meetings unless otherwise mutually agreed.
- 8.10 Notice, in writing, of any written reprimand, suspension, discharge, demotion or layoff of an Employee covered by this Collective Agreement shall be given to the Union within five (5) working days from the date the above noted actions by the Board are taken.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party of this agreement and at the same time, shall identify their nominee. Within five (5) days thereafter the other party shall identify their nominee. The two nominees so nominated shall within fifteen (15) working days attempt to select by agreement, a Chairperson of an Arbitration Board. If they are unable to agree upon such Chairperson within that period either of them may then request the Ministry of Labour for the Province of Ontario to appoint a Chairperson.
- 9.02 A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed Chairperson of the Arbitration Board.
- 9.03 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the Chairperson of the Arbitration Board.
- 9.04 No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the Grievance Procedure.
- 9.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this agreement to alter, modify or amend any part of this agreement.
- 9.06 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the Chairperson shall be final and binding on the parties hereto.
- 9.07 The parties may mutually agree that a single arbitrator shall be appointed in place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this agreement and the parties will jointly bear the expense of the arbitrator.

ARTICLE 10 - SENIORITY

- 10.01**
- a) Seniority for Permanent Employees shall be defined as length of continuous service in the **Bargaining Unit** and shall include service with the Employer or the Board of Governors prior to the certification and recognition of the Union.
 - b) **For CUPE Casual Employees, seniority shall be defined as date of hire.**
 - c) **Upon offer of permanent hire within the Bargaining Unit, seniority shall be sent to the most recent date of uninterrupted service in long-term supply assignments.**
- 10.02** Seniority will continue to accrue if an Employee:
- a) is on any period of paid leave of absence;
 - b) is on any period of paid vacation;
 - c) is on any period of approved unpaid leave of absence up to thirteen (13) consecutive weeks;
 - d) is on any period of Workplace Safety Insurance Board (W.S.I.B.), benefits (up to a limit of twenty-four (24) months) as applicable;
 - e) is on any period of sick leave or long term disability plan payments (up to limit of forty-eight (48) months as applicable;
 - f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
 - g) is on any period of approved pregnancy, adoption, or parental leave (paid or unpaid) up to fifty-two (52) weeks.
- 10.03** Seniority will be maintained but not accrued if an Employee:
- a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
 - b) is laid off for less than thirty-six (36) months;
 - c) is on W.S.I.B. benefits in excess of thirty-six (36) months;
 - d) is on long term disability plan payments in excess of forty-eight (48) months;
 - e) Is transferred or promoted to a position outside of the **Bargaining Unit** for up to 12 months, **they** shall retain their seniority, accumulated up to the date of leaving the **Bargaining Unit**, but will not accumulate any further seniority during the period **they are** outside the **Bargaining Unit**.
- 10.04** **Loss of Seniority**
- An Employee shall only lose seniority in the event **the Employee:**
- a) is discharged for just cause and is not reinstated;

- b) resigns, in writing;
- c) is laid off for a period of twenty-four (24) months;
- d) is promoted or transferred out of the Bargaining Unit for a period of 12 months or more;
- e) retires;
- f) fails to report to work within a period of ten (10) working days after receipt of notice by registered mail, to report to work after a layoff, unless through sickness or reason satisfactory to the Board. Laid off Employees engaged in alternate employment and who are recalled shall be permitted to give their Employer ten (10) working days notice to accept the recall and return to the Board's employ;
- g) fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer;
- h) is absent from scheduled work for a period of three (3) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer, subject to the Employee's right to grieve the termination of employment through the grievance procedure.

10.05 New Employees shall be on probation for three (3) months. Probationary Employees may be discharged at the discretion of the Employer within the above time limit.

The initial probationary period may be extended for an additional period of not more than three (3) months with the mutual agreement of the Board and the Union.

- 10.06**
- a) The Employer shall maintain a permanent **and a casual** seniority list showing the Employee's name, date of hire and current classification. **These** lists shall be revised semi-annually (February and October) with copies provided to the Union. The current list shall be posted on the Union bulletin board at each worksite. It shall be the responsibility of each Employee to keep the Employer advised of his address and telephone number for the purposes of this article.
 - b) The Employer will forward to the Union, four times a year, a list of all Employees promoted, transferred, hired, terminated, on leave of absence.

ARTICLE 11A - REDUNDANCY

11A.01 In the event of redundancy, the Board shall:

- a) **Discuss the circumstances relating to the redundancy with the Union not less than one month in advance of the proposed effective date of notification of redundancy. The parties agree to search for all alternatives to redundancies.**
- b) **Provide the Employee with at least two weeks' notice.**

11A.02 Both parties recognize that job security shall increase as seniority increases.

11A.03 a) The Board will within two (2) working days of informing an Employee who has been

given notice of redundancy, the position the Employee will bump into at the end of the notification period.

- b) An Employee (Employee A) who has been given notice of redundancy shall displace:
- i) the least senior **Bargaining Unit Member** within the same job classification who has less seniority than Employee A provided that Employee A has the qualifications, skill and ability to satisfactorily perform the job.
 - ii) If Employee A **cannot** displace the least senior **Bargaining Unit Member** within the same job classification (as in A11A.03 b) i) above), Employee A may displace the least senior **Bargaining Unit member** within the same job category (who has less seniority than Employee A provided that Employee A has the qualifications, skill and ability to satisfactorily perform the job).
 - iii) If Employee A **cannot** displace the least senior **Bargaining Unit Employee** in the same job category (as in A11A.03 b) ii) above), Employee A may displace the least senior **Bargaining Unit member** within the next lower job category (who has less seniority than Employee A provided that Employee A has the qualifications, skill and ability to satisfactorily perform the job).
 - iv) if Employee A cannot displace the least senior **Bargaining Unit Employee** in the next lower job category (as in **Article 11A.03 b) iii)** above), Employee A may displace the least senior **Bargaining Unit member** within the next lower job category or categories if applicable (who has less seniority than Employee A provided that Employee A has the qualifications, skill and ability to satisfactorily perform the job).

11A.04 The Board will provide **five (5)** working days' notice (to Employees who are bumped as a result of a redundancy) of the position that the Employee can bump into at the end of the notification period.

11A.05 An Employee who has been displaced (Employee B) by Employee A shall displace within **five (5)** working days:

- a) An Employee within the same job classification (who has less seniority than Employee B provided that Employee B has the qualifications, skill and ability to satisfactorily perform the job).
- b) If Employee B cannot displace an Employee (as provided for in **Article 11A.05 a)** above) then Employee B may displace the least senior **Bargaining Unit Member** within the same job category (who has less seniority than Employee B provided that Employee B has the qualifications, skill and ability to satisfactorily perform the job).
- c) Employees, (who have been given notice of redundancy), who have the most seniority will exercise bumping rights first to avoid double bumping situations.
- d) Employee(s) who have been displaced shall:
 - have their rate of pay "red-circled" (i.e. maintain their rate of pay) for up to a maximum of one (1) month from the date of notice redundancy.

- 11A.06 Grievances concerning redundancy or layoff and recalls will be initiated at Step 2 of the Grievance Procedure.

RECALL

- 11A.07 Employees who bump as a result of redundancy will be placed on a recall list.
- 11A.08 Employees shall be recalled in order of seniority to any available vacancy after exhaustion of the Job Posting Procedure (Article 12) within the job category they were declared redundant from or an equal or lower category provided they have the qualifications, skill and ability to satisfactorily perform the job. Recall to work shall occur by registered letter delivered by mail or by an outside courier addressed to the last address recorded by the Employee with the Employer. It shall be the duty of the Employee to notify the Employer promptly of any change of address. Should the Employee fail to do this, the Employer shall not be responsible for failure of such notice to reach the Employee. An Employee who is recalled to work must signify their intent to return, in writing within ten (10) working days after a notice of recall has been delivered and must return to work on the date specified or forfeit their right to recall.

Recall rights shall be to the job category declared redundant from for a period of up to thirty-six (36) months.

- 11A.09 No new Employee shall be hired until those on the recall list have been given the opportunity to be recalled subject to the Employee's having the qualifications, skill and ability to satisfactorily perform the job.

ARTICLE 11B - LAYOFF

- 11B.01 A layoff shall be defined as a reduction in the workforce of one or more full-time or regular part-time Employees.
- 11B.02 After completion of the redundancy provisions in Article 11A, an Employee could be subject to layoff with a minimum of one (1) months' notice.

ARTICLE 12- JOB POSTING

12.01 Transfer Procedure

- a) A School Secretarial/Clerical or a **Designated** Early Childhood Educator who wishes to be considered for a transfer the following September, should consult with Principal/Supervisor and complete a Transfer Request by the end of April of the current school year (**Appendix C – Secretarial/Clerical Transfer Request Form**) (**Appendix D – Educational Assistant and Designated Early Childhood Educator Transfer Request Form**). The Transfer Requests will be circulated to the appropriate Human Resources Manager. The transfer will be confirmed provided all parties are in agreement (Secretary/Clerical/**Designated** Early Childhood Educator and Principal/Supervisor) based on seniority provided a vacancy exists. In the event such transfer request is denied by a Principal, reason(s) shall be provided.
- b) An Educational Assistant who wishes to be considered for a transfer the following September, should consult with Principal/Supervisor and complete a Transfer Request by the end of April of the current school year (**Appendix D –**

Educational Assistant and Designated Early Childhood Educator Transfer Request Form). The Transfer Requests will be circulated to the appropriate Human Resources Manager.

- 12.02 a) The Board agrees to advertise permanent job vacancies within the **Bargaining Unit** for seven (7) working days. All Employees interested in the job vacancy must make application within seven (7) working days from the date of posting. During the posting period, the Board may temporarily fill the job as it deems proper. Nothing herein contained shall be interpreted as requiring the Board to fill any vacancy. If there are not suitable qualified applications received, the Board may fill the vacancy from any source.
- b) The Board agrees to advertise the following **Central Office Educational Assistant** term positions as required and as approved by the Board:
- Behaviour, Augmentative Communication, Speech & Language, Speech Language & Hearing, Job Coach and Braille Transcriber.
- At the conclusion of the initial term the Employee shall be either:
1. Confirmed in the position or
 2. Returned to the position or equivalent position held prior to the term assignment.
- c) There shall be no job postings during July or August except in circumstances where operations so require in which case the Employer shall make every effort to bring such postings to the attention of interested members of the **Bargaining Unit**.
- 12.03 In determining the selection of the successful applicant to a job posting, the following factors shall be considered:
- a) skill, ability and qualifications;
 - b) seniority.
- The qualifications in factor (a) will govern and only where these qualifications in factor (a) are relatively equal will factor (b) govern.
- 12.04 Where a vacancy is posted pursuant to this Article, the filling, if any, of such vacancy shall occur within thirty-five (35) working days of the close of the posting period.
- Within fifteen (15) calendar days of the appointment to a vacant position, the name of the successful applicant and the names of the unsuccessful applicants from the **Bargaining Unit**, will be forwarded to the Union. Any unsuccessful applicant shall, on request, be provided with an opportunity for feedback, accompanied by a Union Representative, if requested.
- 12.05 Job postings shall contain the following information: **Bargaining Unit**, position title, location, qualifications, skills, shift, whether it is a 10 or 12 month position, hours of work and job category.
- 12.06 Where an Employee has applied for a permanent job vacancy and has been deemed to be the successful applicant by the Board and where such job represents a promotion for the successful applicant, the Employee and the Board shall recognize a "trial

period" of one (1) month from the first day the Employee commences service in the position. Conditional on satisfactory service as determined by the Board or the Employee, the Employee will either be confirmed to the position or be returned to the former position.

For the purposes of this Article, a promotion is defined as a job classification which carries a higher rate of pay. It is further understood that in the circumstances of an Employee appointed to a position which is a promotion and is entitled to the trial period, that the position which the Employee has vacated shall not be considered a vacancy during the trial period for the purposes of this job posting article and the Board may fill the vacancy on a temporary basis from any source.

- 12.07** In the event that a temporary vacancy is deemed to exist as a result of an Employee's approved leave of absence, injury or illness, the Board will advertise a temporary job posting. A temporary job posting is defined as an absence which is known by the Board to be for a period of no less than three continuous months.

Subsequent temporary vacancies created as a result of this initial posting shall not be deemed as a vacancy for the purpose of this Article and the Board may fill the vacancy from any source.

In the event that the temporary vacancy exceeds twenty-four (24) continuous months, the Board shall post the position as a permanent job vacancy.

ARTICLE 13 - JOB CLASSIFICATION AND WAGES

- 13.01** Job classifications are set out in Appendix "A" of this agreement.

- 13.02**
- i) Professional Support Staff, Clerical Employees in the administration building and Technical Employees become eligible for experience/merit adjustment on January 1st of each year, where applicable.
 - ii) Educational Assistants, Designated Early Childhood Educators and School Clerical Employees employed on a 10-month basis become eligible for experience/merit adjustment on September 1st of each year, where applicable.
 - iii) Child and Youth Workers become eligible for experience/merit adjustment on September 1st of each year.**

- 13.03** Where an experience/merit adjustment is to be withheld by the Board on the basis of unsatisfactory performance, the Employee will be notified, in writing, in advance, of the normal date of the experience/merit adjustment as outlined in Article 13.02.

New Employees of the Board may be eligible for an experience/merit adjustment if they have a hiring date which is no less than 6 months prior to their first experience/merit adjustment review, as applicable, in Article 13.02 i) & ii) above.

- 13.04**
- i) An allowance for related experience may be granted at the time of employment, where applicable, as determined by the Board.

If a former Employee of the Board is re-hired as a fulltime Employee, accumulated satisfactory service shall be recognized up to the maximum of the category if applicable, in determining related experience.

- ii) Speech Pathologists, **Psychometrists** and Social Workers shall receive credit of one (1) increment level up to category maximum on the appropriate salary scale for each year of acceptable experience. An acceptable year of professional experience is defined as one year of relevant fulltime employment supported with signed documentation from the previous Employer. Relevant employment is employment with a provincially registered or recognized agency or organization which provides educational and/or other professional services consistent with those services performed by staff members of the Hamilton-Wentworth Catholic District School Board.

- 13.05 Where an Employee is promoted to a position classified at a higher salary level, **they** will receive the minimum salary for the higher level. If **their** salary prior to promotion is greater than the minimum salary, **they** will receive the salary step next higher to **their** present salary. The anniversary date for increment eligibility shall not change as a result of promotion.
- 13.06 An Employee who is temporarily transferred to a different job classification within the Bargaining Unit shall be paid while so employed as follows:
- a) If the transfer is for the convenience of the Board, and if the rate of pay to which **the Employee** is transferred is less than **their** regular rate of pay, **they** shall receive regular rate of pay.
 - b) If the transfer is at the convenience of the Employee or in lieu of layoff, and if the rate of pay in the classification to which **they are** transferred is less than the regular rate of pay, **they** shall receive such lesser rate.
 - c) If the transfer is to a higher rated classification, then the Employee will receive the higher rate of pay in accordance with Article 13.05.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.01 Subject to 10.02, 10.03, 10.04, the Board may, in its discretion, grant leave of absence without pay for legitimate personal reasons and/or compassionate care leave according to the provisions of the Employment Standards Act of Ontario. Requests for such leave shall be made in writing to the Employer stating the reasons for such request and proposed duration, at least two (2) weeks in advance except in cases of emergency. Such requests shall not be unreasonably withheld.
- 14.02 a) A one year leave of absence without pay for personal reasons beginning either, the first day of the school year or the first day of the calendar year, may be given to any Employee who gives notice of the leave at least three (3) months prior to the commencement of the requested leave.

The Board may limit the number of leaves in any school year to ten (10). Such requests shall not be unreasonably withheld.

- b) Clerical, Technical, Office Services and Professional Support Staff Employees will be allowed to return to their positions only at the conclusion of a full years' leave.

Educational Assistants and **Designated** Early Childhood Educators will be returned to a placement in accordance with the Board's assignment review.

- c) If the Employee requests an extension to the leave, it must be with the mutual agreement and consent of the Board with the Employee.
- d) If the Employee requests an earlier return from the leave, it must be with the consent of the Board and the Employee and subject to the availability of a suitable position. For purposes of application of this article "suitable" means that the Employee was in the same job prior to the leave of absence, and that there is a vacancy. Job Posting (Article 12) will be used in the selection of a successful applicant to a job posting.
- e) The Employee will be allowed to continue Employee benefits during the term of the leave of absence at their expense.

14.03 Pregnancy/Parental Leave

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 2, 2015 please see the Letter of Understanding #2 in the central terms.

- a) Refer to language in *Employment Standards Act*.
- b) Pregnancy/Parental Leave shall be granted in accordance with the terms set out in the *Employment Standards Act of Ontario*, as amended from time to time.
- c) While on Pregnancy Leave, an Employee may accumulate a maximum of seventeen (17) weeks of seniority recognition. An Employee on Parental Leave may accumulate a maximum of thirty-five (35) weeks of seniority recognition pursuant to 40.2 (a) and (b) of the *Employment Standards Act*.
- d) The Board shall maintain its contribution to the monthly premiums as defined in Article 17: Benefits during the first seventeen (17) weeks of approved pregnancy leave and the first thirty-five (35) weeks of approved parental leave pursuant to 40.2 (a) and (b) of the *Employment Standards Act*.

For Employees employed less than fulltime and who are eligible and choose to participate, the Board will pro-rate the percentage of its contribution towards the cost of the monthly premiums for the Benefit plans detailed in Article 17 - Benefits during the first seventeen (17) weeks of pregnancy leave and the first thirty-five (35) weeks of approved parental leave pursuant to 40.2 (a) and (b) of the *Employment Standards Act*.

- e) When an Employee decides to return to work, after a statutory pregnancy/parental leave, **they** shall provide the Employer with at least two (2) weeks' notice. On return from pregnancy/parental leave, the Employee shall be placed at least in the former position. If the former position no longer exists, **they** shall be placed in a position in **their** classification and at the same rate of pay.

- 14.04 Advanced notification of at least three months shall be given to the Board of the intent to adopt, on the understanding that it may be necessary for the Employee to commence leave immediately when the child becomes available. The same conditions and restrictions that apply to Pregnancy/Parental Leave also apply for the purpose of adoption. It is understood that while **all** Employees are eligible for adoption leave, only one of two adoptive parents who are Employees of the Board is entitled to a

pregnancy leave.

- 14.05 a) Each Employee shall be allowed leave of absence without loss of pay when required for the purpose of jury duty or when summoned in any proceedings to which **they** is not a party or one of the persons charged.
- b) The Employee shall turn over to the Board the jury or witness fees received less reasonable expenses for parking and meal.
- 14.06 **An Employee shall be permitted absence with pay for a period of up to a maximum of five (5) days for the birth or adoption of **their** child with no deduction from sick leave credit. When both parents work for the Board, this only applies to one Employee. For clarity, Employees who are eligible for pregnancy/parental leave benefits are not eligible to access days referenced in this article.**
- 14.07 The Board may grant absence without pay to Employees selected or appointed by the Union for the purpose of attending at Union conventions, schools and seminars. Requests for such leave of absence must be made, in writing, at least two (2) weeks in advance of the leave. No more than eight (8) Employees may be absent at any one time and the maximum cumulative leave for all Employees shall not exceed one hundred and twenty (120) working days in each contract year.
- 14.08 Supplemental Employment Benefit (S.E.B.) Plan for the Hamilton-Wentworth Catholic District School Board
- a) The purpose of this Plan is to supplement the employment insurance benefits received by the Employee for temporary unemployment caused by pregnancy or adoption leaves effective the first day of the month following ratification of this agreement. Payment made under this Plan must be financed by the Board and the Board shall maintain separate accounts of such payments in accordance with the Regulations.
- b) This Plan covers Employees of the Board who are members of the Union.
- c) The following conditions and requirements by the Board and applicable E.I. Regulations will govern the receipt or non-receipt of S.E.B. Benefits.
- i) An Employee must be eligible to receive pregnancy or adoption benefits from E.I.C.
- ii) Payment will not be made for any week in the waiting period which falls outside the Employee's normal employment period.
- iii) Employees must apply for employment insurance benefits before S.E.B. becomes payable.
- d) Employees disentitled or disqualified from receiving E.I.C. benefits are not eligible for S.E.B.
- e) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the Plan.
- f) The maximum entitlement under this plan to payments during a period of unemployment shall be limited to the two week waiting period under E.I.

Regulations.

- g) The benefit level paid under this plan is set at a weekly rate equal to the percentage of the Employee's weekly insurable earnings payable under E.I. regulations. It is understood that, in any week, the total amount of S.E.B., employment insurance gross benefits and any other earnings received by Employees will not exceed 95% of the Employee's normal weekly earnings. As further clarification, the weekly supplementary benefit for the two (2) week waiting period shall be equal to the weekly benefit received by the Employee under E.I.
- h) The Employee will be allowed to continue Employee benefits and the Board will continue its share of Employee benefits during the term of the statutory pregnancy/parental leave.

- 14.09
- a) Where an Employee is a candidate for a public office, at any level, **they** shall be granted, upon request, leave of absence up to one month without pay for the purpose of conducting a campaign.
 - b) If elected to a full time public office, the Employee shall be granted, upon request, leave of absence without pay.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 In the case of a death of an Employee's parent/step-parent, any person who stands in loco parentis, child/step-child, spouse, brother or sister/step-brother or step-sister, **they** shall be entitled up to a maximum of five (5) working days within seven (7) consecutive calendar days leave of absence, without loss of pay, provided the Employee is scheduled to work. **They** shall be paid for any hours in the maximum of up to five (5) working days **they** would otherwise have worked commencing with the day of the death.
- 15.02 In the case of death of an Employee's grandparent, grandchild, mother-in-law, father-in-law, **daughter-in-law, son-in-law**, brother-in-law, sister-in-law, **they** shall be entitled up to a maximum of three (3) working days within five (5) consecutive calendar days leave of absence, without loss of pay, for the purpose of attending or arranging the funeral provided the Employee is scheduled to work.
- 15.03 A leave of absence of up to one (1) day may be granted without loss of pay for the purpose of grieving the death of a person other than those included in the categories mentioned above.
- 15.04 In the event of the death of a member of an Employee's immediate family (as defined in article 15.01) occurring while on scheduled vacation, the compassionate leave provision of article 15.01 will prevail and the vacation will be rescheduled.
- 15.05 In order to qualify for the foregoing bereavement leave, Employees may be required to supply proof of the death in a manner satisfactory to the Employer.
- 15.06 Under unusual circumstances leave for compassionate reasons may be granted without loss of salary by the appropriate Human Resources Manager. Requests for a compassionate leave shall be in writing except in emergency situations, at least one (1) month in advance and shall outline the reasons for such a request. Such a leave shall be deducted from the Employee's sick leave. The discretion and consideration of

requests for compassionate leave shall continue to be provided in compliance with the requirements of the Employment Insurance Regulations. The granting of compassionate leave must not be considered to be an automatic right.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.01 It is expressly understood and agreed that the provisions of this Article 16 shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.
- 16.02
- a) The regular work day for non flextime Employees is seven (7) hours per day (exclusive of the lunch period) within an eight (8) consecutive hour period, and the regular work week is thirty-five (35) hours per week.
 - b)
 - i) The regular work day for flextime Employees in the Printing Department and the Switchboard as designated by the Employer is eight (8) hours per day (exclusive of the lunch period) within a ten (10) consecutive hour period, and the regular work week is forty (40) hours per week.
 - ii) The flextime cycle shall be a period of 160 hours in each consecutive 4 week period. The Board shall determine the commencement date for each flextime cycle.
 - c)
 - i) The regular work day for flextime Employees is seven (7) hours per day (exclusive of the lunch period) within a ten (10) consecutive hour period, and the regular work week is thirty-five (35) hours per week.
 - ii) The flextime cycle shall be a period of 140 hours in each consecutive 4 week period. The Board shall determine the commencement for each flextime cycle.
 - d)
 - i) The regular workday for Educational Assistants is six (6) hours per day (exclusive of the lunch period) within a seven (7) consecutive hour period and the regular work week is thirty (30) hours per week.
 - ii) Effective September 1, 2009, the regular workday for Educational Assistants is six (6) hours and fifteen (15) minutes per day (exclusive of the lunch period) within a seven (7) consecutive hour period and the regular work week is thirty-one hours and fifteen minutes (31.25) per week.
 - iii) Effective September 1, 2010, the regular workday for Educational Assistants is six (6) hours and thirty (30) minutes per day (exclusive of the lunch period) within a seven and one half (7.5) consecutive hour period and the regular work week is thirty-two hours and thirty minutes (32.5) per week.
 - iv) Effective September 1, 2011, the regular workday for Educational Assistants is six (6) hours and forty-five (45) minutes per day (exclusive of the lunch period) within a seven and one half (7.5) consecutive hour period and the regular work week is thirty-three hours and forty-five minutes (33.75) per week.
 - v) Effective June 1, 2012, the regular workday for Educational Assistants is seven (7) hours per day (exclusive of the lunch period) within an eight (8) consecutive hour period and the regular work week is thirty-five (35) hours per week.

- e) The regular work day for Professional Support Staff shall vary but in no case shall be less than those set out in 16.02 (a).
- f) For all Employees working flextime hours the following shall govern:
- i) Daily core hours must be worked by all Employees. These hours shall be established by the Board.
 - ii) The lunch period will be established by the Board.
 - iii) All flextime work schedules are subject to the needs of the Board and the approval of the Departmental Supervisor and or the appropriate Human Resources Manager.
 - iv) It should not be assumed that all departments will participate in the flextime programme. Departments eligible for the flextime programme shall be defined by the Board.
 - v) Time which has not been authorized as overtime may not be carried over into the next flextime cycle.
 - vi) All departments on the flextime work programme must be covered during normal business hours of the Board.
 - vii) The following credits will be given for each of the following incidents on flextime:

	Employees defined in c) i) above:	Employees defined in b) i) above:
Employees who are absent due to illness	7 hours per day of absence	8 hours per day of absence
Statutory holiday	7 hours per full day	8 hours per full day
Vacations	7 hours per full day	8 hours per full day
Excused absence	time absent during core period	time absent core period
Bereavement leave	7 hours per full day	8 hours per full day
Attendance at conferences, workshops	7 hours per full day	8 hours per full day
A half day shall equal	3.5 hours	4 hours

- viii) The Board reserves the right to withdraw the flextime programme when, in the Board's opinion, the needs of the Board are not being met and the functions of the department are not being performed in a satisfactory manner.
- ix) Personal appointments should be arranged to take place during flexible hours.

- 16.03 All Employees are permitted a fifteen (15) minute break period at approximately the midpoint of each half shift.

All Employees **shall** be provided with a minimum of 40 minutes of uninterrupted lunch.

- 16.04 In no case will there be a compounding or pyramiding of overtime or other premium compensation.

- 16.05 a) Flextime Employees

Overtime shall be defined as authorized time worked in excess of the total number of hours set as the flextime schedule for a normal flextime cycle.

- b) Fixed Schedule Employees

i) For staff working a fixed 35 hour schedule, overtime shall be defined as authorized time worked in excess of (7) seven hours per day.

ii) For staff working a fixed 40 hour schedule, overtime shall be defined as authorized time worked in excess of (8) eight hours per day.

iii) Commencing September 1, 2009 for staff working a fixed thirty-one hour and fifteen minute (31.25) schedule, overtime shall be defined as authorized time worked in excess of thirty-one hours and fifteen minutes (31.25) per week.

Commencing September 1, 2010 for staff working a fixed thirty-two hour and thirty minute (32.5) schedule, overtime shall be defined as authorized time worked in excess of thirty-two hours and thirty minutes (32.5) per week.

Commencing September 1, 2011 for staff working a fixed thirty-three hour and forty-five minute (33.75) schedule, overtime shall be defined as authorized time worked in excess of thirty-three hours and forty-five minutes (33.75) per week.

Commencing June 1, 2012, the regular workday for Educational Assistants is seven (7) hours per day (exclusive of the lunch period) within an eight (8) consecutive hour period and the regular work week is thirty-five (35) hours per week.

- iv) For professional support staff because of the nature and variety of their work, no overtime provisions shall be applicable.
- c) It is the expectation that whenever possible overtime must be authorized by the Employee's Supervisor before it is worked.
- d) Minimum time requirement: a minimum of one-half (1/2) hour overtime in a day must be worked for an Employee to become eligible for authorized overtime pay. Accumulations of lesser periods worked on different days will not be counted for overtime.
- e) Rate of pay for overtime: For hours worked as authorized overtime, the Board shall grant pay at time and one-half. This pay will be based on the Employee's weekly

salary computed to an hourly rate.

- f) Pay for work on a paid holiday: An Employee who is required to work on a paid holiday shall be paid for all such work at the rate of time and one-half in addition to holiday pay.
- g) Time off in lieu of pay for overtime worked: Time off in lieu of payment may be granted on the basis of each hour of authorized overtime worked shall equate to 1.5 hours of banked lieu time.

In the event that a Clerical/Secretarial person is called in to work in the week(s) prior to the commencement of the school year, such work will be paid at straight time or taken as lieu time.

The time off may be taken at a period agreed upon by the Departmental Supervisor - no later than twelve (12) months from the date that the overtime was worked. This must be authorized by the appropriate Human Resources Manager and have the prior agreement of the Employee's Supervisor.

- 16.06 The parties to this agreement recognize that the nature of the operation may require the performance of overtime work from time to time and Employees will co-operate in the performance of such work.

ARTICLE 17 – BENEFITS

- 17.01 In accordance with the Memorandum of Settlement between CTA and CUPE, and agreed to by the Crown, dated October 6, 2019 please see the **(Central Terms: C6.00 Sick Leave (I) and LOU #2)**.

17.02 a) **Long Term Disability Plan**

- i) Commencing September 1, 2015 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 2012 for the Long Term Disability Plan for eligible Employees.
- ii) Commencing September 1, 2016 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 2013 for the Long Term Disability Plan for eligible Employees.

17.03 b) **O.M.E.R.S.**

The Board shall be enrolled in the Ontario Municipal Employees' Retirement System. The Board shall match the contribution from each Employee who is enrolled in the system in accordance with the governing legislation for the basic plan.

ARTICLE 18 - SICK LEAVE

- 18.01 In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated October 6, 2019 please see the Sick Leave/Short Term Leave and Disability Plan in the central terms.
- 18.02 a) **Any Employee shall be granted five days leave without loss of pay in a school**

year or calendar year for the following purposes:

18.03 i) Urgent Personal Reason

An allowance of two (2) days per calendar year (12-month Employees) or per scholastic year (10-month Employees) may be made for reasons of urgent personal business. Requests shall be made in writing to the appropriate Human Resources Manager through the on-line portal, in advance except in emergency situations and shall specify the circumstances giving rise to the need for such leave. The Board shall be entitled to information reasonably necessary to satisfy itself that the request is for urgent personal business. In the event of an immediate emergency, requests via telephone shall be permitted. The approval of the appropriate Human Resources Manager, for such an absence must be obtained. The Board will endeavour to consider all requests for Urgent Personal Request and approval shall not be unreasonably denied.

18.04 ii) Compassionate Leave

Under unusual circumstances, leave for compassion reasons shall be granted without loss of salary by the appropriate Human Resources Manager. The discretion and consideration of requests for compassionate leave shall continue to be provided in compliance with the requirements of the Employment Insurance Regulations.

18.05 iii) Medical/Dental

Leave shall be granted for purpose of attending personal medical/dental appointments. Appointments should be scheduled outside of working hours, where possible.

18.06 iv) Inclement Weather

An Employee shall be granted a leave when they are unable to report to work due to inclement weather.

ARTICLE 19 - MILEAGE ALLOWANCE

19.01 An Employee travelling on authorized Board business will receive reimbursement for actual mileage (kilometres) at the current Board approved rate as amended from time to time.

19.02 Where applicable, the Board will issue a letter to an Employee before February 28th stating that the Employee's automobile is used on a regular basis for travelling on official Board business.

ARTICLE 20 - VACATIONS

20.01 a) The Board will schedule vacations according to its needs. All vacations must have prior approval of the Employee's immediate supervisor and must then be approved by or the appropriate Human Resources Manager. The anniversary date for calculating vacation entitlement is January 1st.

b) Professional Support Staff and Clerical Employees working a 12 month year

Vacation entitlement shall be as follows:

- Less than one year's experience: One day per completed month of employment to a maximum of two weeks vacation with pay.
- After one (1) completed year of consecutive seniority with this Board: Two (2) weeks vacation with pay.
- After four (4) completed years of consecutive seniority with this Board: Three (3) weeks vacation with pay.
- After eight (8) completed years of consecutive seniority with this Board: Four (4) weeks vacation with pay.
- After fifteen (15) completed years of consecutive seniority with this Board: Five (5) weeks vacation with pay.
- After twenty-three (23) completed years of consecutive seniority with this Board: Six (6) weeks vacation with pay.
- Commencing January 1, 2006 after twenty-seven (27) completed years of consecutive seniority with this Board: Seven (7) weeks vacation with pay.
- Commencing January 1, 2007 after twenty-five (25) completed years of consecutive seniority with this Board: Seven (7) weeks vacation with pay.
- After thirty (30) completed years of consecutive seniority with this Board: Eight (8) weeks vacation with pay.

c) Employees working a 10 month scholastic year

Commencing January 1, 1990 for the purpose of determining vacation pay entitlement for Employees working a 10-month scholastic year, the Board will consider the completion of a 10-month scholastic year as equivalent to one completed year of seniority for the purpose of determining vacation pay entitlement as defined in this Article 20.01 (c).

Vacation pay will be made at the following rates:

- During the first year and after completion of one year: Four (4%) percent of applicable earnings.
- After four (4) completed years of consecutive seniority with this Board: Six (6%) percent of applicable earnings.
- After eight (8) completed years of consecutive seniority with this Board: Eight (8%) percent of applicable earnings.
- After fifteen (15) completed years of consecutive seniority with this Board: Ten (10%) percent of applicable earnings.

- After twenty-three (23) completed years of consecutive seniority with this Board: Twelve (12%) percent of applicable earnings.
- Commencing January 1, 2006, after twenty-seven (27) completed years of consecutive seniority with this Board: Fourteen (14%) percent of applicable earnings.
- Commencing January 1, 2007, after twenty-five (25) completed years of consecutive seniority with this Board: Fourteen (14%) percent of applicable earnings.
- After thirty (30) completed years of consecutive seniority with this Board: Sixteen (16%) percent of applicable earnings.

d) Sickness on Vacation

An Employee who becomes sick or injured during a scheduled vacation period will not have the time of sickness or injury counted as sick leave during the scheduled vacation. No compensating vacation time will be allowed for such occurrences. An exception may be granted only in cases of hospitalization with written confirmation provided.

- e) It is understood that while the Employer, in its sole discretion after determining its work requirements, may in any year grant vacation in excess of the minimum entitlement, the granting of such additional vacation does not give rise to any rights of the Employee to any additional vacation entitlement beyond the minimum set out in paragraph (b) hereof.
- f) It is understood that Employees working less than fulltime shall have vacation entitlement prorated in accordance with the proportion of fulltime work.

ARTICLE 21 - PAID HOLIDAYS

21.01 The following days are considered paid holidays:

New Year's Day (January 1st)
 Family Day (3rd Monday in February)
 Good Friday
 Easter Monday
 Victoria Day (May)
 Canada Day (July 1st)
 Civic Holiday (1st Monday in August)
 Labour Day (1st Monday in September)
 Thanksgiving Day (October)
 Christmas Day (December 25th)
 Boxing Day (December 26th)
 1 day before Christmas Day
 1 day before New Year's Day

- a) In order to qualify for paid holidays, the Employee must work the complete normal working day immediately preceding and following the holiday, be on authorized vacation during this period, or be on authorized sick leave, or on bereavement leave.

- b) When a recognized holiday, referred to above, falls within an Employee's vacation period, the Employee will be entitled to an additional day off with pay. The choice of this day off must be approved by the immediate supervisor. It must be taken within the calendar year in which the holiday occurs.

ARTICLE 22 - INTERPRETATIONS & PROCEDURES

- 22.01 An Employee shall have the right to review personnel file. Such review may occur within 48 hours following notice to the appropriate Human Resources Manager by the Employee and shall take place at a time and place to be mutually agreed.
- 22.02
 - a) The Board may grant interest free salary advances to Employees for the purpose of tuition fees provided that:
 - i) proof of registration in a university, college or other approved course be supplied,
 - ii) the salary advance(s) does not exceed \$2100 in a calendar year,
 - iii) the courses are approved in advance by the Board.
 - b) Failure to provide proof of registration within 30 days of receipt of the loan will result in the total amount of the loan being recovered from subsequent pay cheques.

ARTICLE 23 - LABOUR MANAGEMENT/BARGAINING RELATIONS/ COMMITTEES

- 23.01 a) Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of equal representatives of the Employer and the Union unless otherwise mutually agreed upon. The Committee shall enjoy the full support of both parties in the interests of maximum service to the students and the maintaining of harmonious relations.

b) Labour Management Committee

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

c) Jurisdiction of Labour Management Committee

The Committee shall deal with such matters of mutual concern as may arise from time to time in the operation of the facility.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its Members, or the Employer, to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations

to the Union and the Employer with respect to its discussions and conclusions.

The Union may raise issues of contracting in/out in Labour Management Committee discussions.

- 23.02 Either party has the right at any time to invite technical and/or resource personnel during negotiations provided that sufficient notice is given.
- 23.03 The Employer agrees to review information with the Union at a Labour/ Management meeting once a year regarding the implementation of increases in benefit costs.
- 23.04 A Trustee Representative will attend four (4) Labour/Management meetings each school year.

ARTICLE 24 – DURATION

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown dated **October 6, 2019** please see the Length of Term/Notice to Bargain/Renewal in the **Central Terms**.

- 24.01 This agreement shall remain in full force and effect from **September 1, 2019 until August 31, 2022** and shall automatically continue in effect thereafter for the period of one year unless either party notifies the other, in writing, not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of its desire to amend or terminate the agreement.
- 24.02 If notice of amendment or termination is given by either party in accordance with Section 24.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following the receipt of such notification or such further period of time as may be agreed upon by the parties.
- 24.03 The Employer shall print sufficient copies of the agreement within sixty (60) days of the signing of the agreement.

Appendix A – Wage Grid

Category 1	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Currently no jobs in this Band	\$18.94	\$19.48	\$20.03	\$20.60	\$21.14	Sept. 1/19
	\$19.13	\$19.68	\$20.23	\$20.81	\$21.35	Sept. 1/20
	\$19.32	\$19.87	\$20.43	\$21.02	\$21.56	Sept. 1/21
Category 2	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Library Clerk – Lib. & Inf. Services	\$19.86	\$20.49	\$21.02	\$21.65	\$22.24	Sept. 1/19
Library Clerk – Media Loan Services	\$20.06	\$20.70	\$21.23	\$21.87	\$22.46	Sept. 1/20
Receptionist - N.M.C.	\$20.26	\$20.91	\$21.44	\$22.09	\$22.69	Sept. 1/21
Category 3	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Itinerant Clerk-Typist	\$20.62	\$21.28	\$21.96	\$22.59	\$23.28	Sept. 1/19
Clerk Typist 3 – Wilma’s Place	\$20.83	\$21.49	\$22.18	\$22.82	\$23.51	Sept. 1/20
Clerk Typist 3 – Secondary	\$21.04	\$21.71	\$22.40	\$23.05	\$23.75	Sept. 1/21
Library Clerk – Special Assignment						
Itinerant Library Clerk						
Switchboard Reception						
Shipper/Receiver - NMC						
Category 4	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Shipper/Receiver - CEC	\$21.95	\$22.52	\$23.13	\$23.71	\$24.40	Sept. 1/19
Catering Clerk	\$22.17	\$22.75	\$23.36	\$23.95	\$24.65	Sept. 1/20
Relief Switchboard Operator	\$22.39	\$22.98	\$23.59	\$24.19	\$24.89	Sept. 1/21
Athletics Secretary						
Clerk Typist Technical						
Library Clerk – Secondary School						
Clerk-Typist – Category 4						
Clerk Typist – Instructional Services						
Clerk Typist - Plant						
Senior Operator - Printing						
Library Clerk/Secretary – NMC						
Payroll Clerk						
Category 5	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Clerk Typist – St. Charles – Cat. 5	\$22.35	\$23.14	\$23.80	\$24.45	\$25.40	Sept. 1/19
Portuguese Liaison	\$22.57	\$23.37	\$24.03	\$24.70	\$25.66	Sept. 1/20
Senior Purchasing Clerk	\$22.80	\$23.60	\$24.27	\$24.95	\$25.92	Sept. 1/21
Braille Transcriber - 1						
Braille Transcriber – 3						
Intermediate Clerk Typist - Purchasing						
International Languages Secretary						
Educational Assistant – Job Coach						

EA - Speech/Language & Deaf/Hearing						
Guidance Secretary						
Library Clerk - Library & Information Services						
Attendance Secretary						
EA - Assistive Technology						
Educational Assistant - Basic Care						
Category 6	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Senior Clerk Typist	\$23.50	\$24.30	\$24.89	\$25.52	\$26.49	Sept. 1/19
Educational Assistant - Special Care	\$23.74	\$24.54	\$25.14	\$25.78	\$26.75	Sept. 1/20
Accounts Clerk	\$23.98	\$24.79	\$25.39	\$26.04	\$27.02	Sept. 1/21
Helpdesk Analyst						
Microfilm Clerk						
Library Technician - Library & Information Services						
Library Technician - Library & Information Services						
Elementary School Secretary						
Transportation Planner						
EA Augmentative Communication						
Transportation Coordinator						
Athletics Convenor						
Accounting Assistant						
EA Behaviour						
Category 7	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Offset Printer	\$24.52	\$25.26	\$26.01	\$26.78	\$27.56	Sept. 1/19
Library Technician - NMC	\$24.77	\$25.51	\$26.27	\$27.05	\$27.84	Sept. 1/20
Team Leader Instructional Services	\$25.02	\$25.77	\$26.53	\$27.32	\$28.12	Sept. 1/21
Transition Coordinator						
Buyer						
Category 8	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Assessment Clerk	\$27.00	\$27.64	\$28.31	\$28.95	\$29.76	Sept. 1/19
Head Secretary	\$27.27	\$27.92	\$28.59	\$29.24	\$30.06	Sept. 1/20
Educational Interpreter	\$27.54	\$28.20	\$28.88	\$29.53	\$30.36	Sept. 1/21
Category 9	Start	1 Yr.	2 Yr.	3 Yrs.	4 Yr.	Date
Secretary to Superintendent	\$27.27	\$29.00	\$29.71	\$30.37	\$31.23	Sept. 1/19
Child and Youth Worker	\$27.54	\$29.29	\$30.01	\$30.67	\$31.54	Sept. 1/20
	\$27.82	\$29.58	\$30.31	\$30.98	\$31.86	Sept. 1/21

****Level changes due to changing responsibilities/assignments shall be reviewed and approved by the Board at January and September of each year.

<u>Category 10</u>	<u>Yrs. Exp.</u>	<u>Level 1</u> <u>Sept. 1/19</u>	<u>Level 1</u> <u>Sept. 1/20</u>	<u>Level 1</u> <u>Sept. 1/21</u>
Social Worker	0	\$69,949	\$70,648	\$71,354
	1	\$73,191	\$73,922	\$74,661
	2	\$74,721	\$75,468	\$76,223
	3	\$76,872	\$77,641	\$78,417
	4	\$79,214	\$80,006	\$80,806
	5	\$81,629	\$82,445	\$83,269
	6	\$83,995	\$84,835	\$85,683
	<u>Yrs. Exp.</u>	<u>Level 11</u> <u>Sept. 1/19</u>	<u>Level 11</u> <u>Sept. 1/20</u>	<u>Level 11</u> <u>Sept. 1/21</u>
	0	\$75,584	\$76,340	\$77,103
	1	\$77,886	\$78,665	\$79,452
	2	\$80,159	\$80,961	\$81,771
	3	\$82,562	\$83,388	\$84,222
	4	\$84,985	\$85,835	\$86,693
	5	\$87,438	\$88,312	\$89,195
	6	\$89,862	\$90,761	\$91,669

Level I – Bachelor of Social Work (B.S.W.) or equivalent

Level II – Master of Social Work (M.S.W.) or equivalent

Market Value Allowance of \$6,000 for Masters or \$3,000 for Bachelors added to current wage.

<u>Category 11</u>	<u>Yrs. Exp.</u>	<u>Sept. 1/19</u>	<u>Sept. 1/20</u>	<u>Sept. 1/21</u>
Speech Path.** Speech Team Speech Aug. Psychometrists	0	\$75,584	\$76,340	\$77,103
	1	\$77,886	\$78,665	\$79,452
	2	\$80,159	\$80,961	\$81,771
	3	\$82,562	\$83,388	\$84,222
	4	\$84,985	\$85,835	\$86,693
	5	\$87,438	\$88,312	\$89,195
	6	\$89,862	\$90,761	\$91,669

**Master of Speech Language Pathology or equivalent required

Market Value Allowance of \$6,000 for Masters or \$3,000 for Bachelors added to current wage.

<u>Category XX</u>	<u>Yrs. Exp.</u>	<u>Sept.1/19</u>	<u>Sept. 1/20</u>	<u>Sept. 1/21</u>
Designated Early Childhood Educators	Letter of Permission	\$19.78	\$19.97	\$20.17
	Start			
	1 Year	\$21.44	\$21.66	\$21.87
	2 Year	\$23.08	\$23.31	\$23.54
	3 Year	\$24.72	\$24.97	\$25.22
	4 Year	\$26.37	\$26.63	\$26.90
	5 Year	\$28.02	\$28.30	\$28.58

Appendix B – Casual Employees

	Base	Vacation Pay (4%)	Total
Sept. 1/19	\$17.81	\$0.71	\$18.52
Sept. 1/20	\$17.98	\$0.72	\$18.70
Sept. 1/21	\$18.16	\$0.73	\$18.89

Appendix C

HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

SECRETARIAL/CLERICAL TRANSFER REQUEST FORM

Name:	Position:
Current School:	School Year:

- **Stoney Creek, Winona** - OLOP, IHOM, St. Gabriel, St. John Henry Newman, St. Agnes, St. Clare, St. Francis Xavier, St. Martin of Tours
- **East City (East of Sherman)** - St. David, St. Eugene, Holy Name of Jesus, St. Ann Hamilton, St. John the Baptist, St. Luke
- **Centre City (Sherman Ave. to James St.)** - St. Lawrence, St. Patrick, Cathedral
- **West City (West of James St.)** - St. Joseph, St. Mary C.S.S., Canadian Martyrs
- **Upper Stoney Creek & East Mountain (to Upper Sherman)**
- Blessed Sacrament, St. Kateri, St. Margaret Mary, OLOA, St. Anthony Daniel, St. James, St. Mark, St. Matthew, St. Paul, St. Teresa of Calcutta, Bishop Ryan
- **Centre Mountain (Upper Sherman to Upper James)** - St. Michael, OLOL, Sacred Heart, St. John Paul II, St. Marguerite, St. Jean de Brébeuf, Sts. Peter and Paul
- **West Mountain (West of Upper James)** - AOOL, Regina Mundi, St. Teresa of Avila, St. Therese of Lisieux, Corpus Christi, St. Vincent de Paul, St. Thomas More
- **Ancaster** - St. Joachim, HNOM, Immaculate Conception, St. Ann Ancaster, Bishop Tonnos
- **Dundas, Waterdown, Carlisle, Freelon** - St. Bernadette, St. Thomas, Guardian Angels, OLOMC, St. Augustine

Please provide your requests below in order of preference by school and/or zone. (I.e. 1- most preferred):

1.	2.	3.
----	----	----

Yes	No	
		If my preferences cannot be met, I would kindly request to remain at my current location.

Comments:

The signatures below indicate an acknowledgement of the Transfer Request.

Secretarial/Clerical

Principal

Please forward the original signed document to the following in Human Resources by April 30:

- Recruitment Officer – **Secretarial/Clerical** Forms

cc: CUPE Local 3396

Appendix D

HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

EDUCATIONAL ASSISTANT AND DESIGNATED EARLY CHILDHOOD EDUCATOR TRANSFER REQUEST FORM

Name:	Position:
Current School:	School Year:

The prime objective in the placement and transfer of Educational Assistants and Designated Early Childhood Educators is to meet the needs of students. As a result, the placement of Educational Assistants and Designated Early Childhood Educators may be changed, **even when no request for transfer has been made**. Such changes are often determined by a number of factors. Every request for transfer will be considered, and if possible will be accommodated within the available assignments to ensure that changes will occur only where necessary.

- **Stoney Creek, Winona** - OLOP, IHOM, St. Gabriel, St. John Henry Newman, St. Agnes, St. Clare, St. Francis Xavier, St. Martin of Tours
- **East City (East of Sherman)** - St. David, St. Eugene, Holy Name of Jesus, St. Ann Hamilton, St. John the Baptist, St. Luke
- **Centre City (Sherman Ave. to James St.)** - St. Lawrence, St. Patrick, Cathedral
- **West City (West of James St.)** - St. Joseph, St. Mary C.S.S., Canadian Martyrs
- **Upper Stoney Creek & East Mountain (to Upper Sherman)**
- Blessed Sacrament, St. Kateri, St. Margaret Mary, OLOA, St. Anthony Daniel, St. James, St. Mark, St. Matthew, St. Paul, St. Teresa of Calcutta, Bishop Ryan
- **Centre Mountain (Upper Sherman to Upper James)** - St. Michael, OLOL, Sacred Heart, St. John Paul II, St. Marguerite, St. Jean de Brébeuf, Sts. Peter and Paul
- **West Mountain (West of Upper James)** - AOOL, Regina Mundi, St. Teresa of Avila, St. Therese of Lisieux, Corpus Christi, St. Vincent de Paul, St. Thomas More
- **Ancaster** - St. Joachim, HNOM, Immaculate Conception, St. Ann Ancaster, Bishop Tonnos
- **Dundas, Waterdown, Carlisle, Freelon** - St. Bernadette, St. Thomas, Guardian Angels, OLOMC, St. Augustine

Please provide your requests below in order of preference by school and/or zone. (I.e. 1- most preferred):

1.	2.	3.
----	----	----

Yes	No	
		If my preferences cannot be met, I would kindly request to remain at my current location.

Comments:

The signatures below indicate an acknowledgement of the Transfer Request.

EA/DECE

Principal

Please forward the original signed document to the following in Human Resources by April 30:

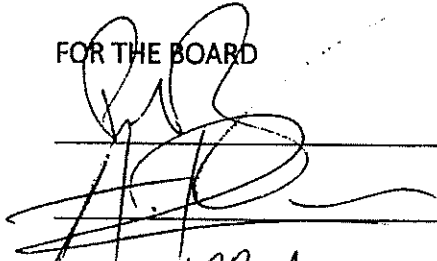
- Recruitment Officer - DECE forms
- Recruitment Officer - EA forms

cc: CUPE Local 3396

IN WITNESS WHEREOF the Board and the Union have caused this Agreement to be signed in their respective names by their duly authorized representatives as of this 11th day of May, 2020 at Hamilton, ON.

Signed on behalf of the School Board:

FOR THE BOARD



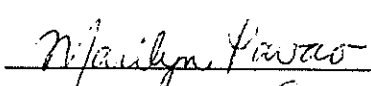
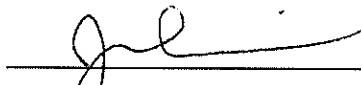
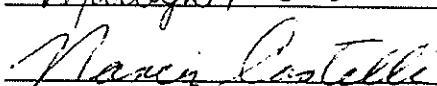
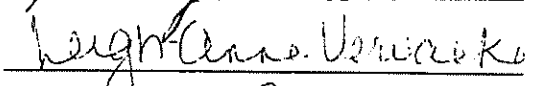
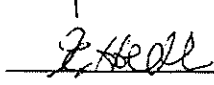
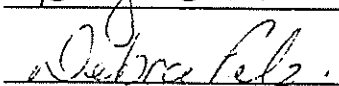

M. DiBenedetto

A. Kauer

L. Feller

M. DiBenedetto

Signed on behalf of the Union:

	
	M. Bisselborn
	
	K. Duffy-Kann
	Robert McKenna ^{RM}

LETTER OF INFORMATION - #1

EMPLOYMENT SECURITY

This Letter of Understanding shall confirm the understanding between the Board and the Union to provide employment protection to those members of CUPE Local 3396 who at the date of ratification of this agreement are not excluded by virtue of the agreements between the parties regarding casual and/or temporary employment and Employees hired since July 1, 2001.

LETTER OF INFORMATION - #2

FULL TIME CLERK-TYPIST

The following is being stated only for the information of the Employees.

The Board shall appoint a full time Clerk Typist in elementary schools where student populations exceed 700 students as at October 31 in a school year.

LETTER OF INFORMATION - #3

MEMBERSHIP/SUBSCRIPTION FEES

This letter will confirm and clarify the practice and application of the mutual understanding regarding the payment by the Board on behalf of certain Employees for membership/subscription fees to approved local, regional and or national organizations or agencies.

In the event the Board in its sole discretion determines that membership/subscription in a recognized organization/agency would support the development of staff in various disciplines then such membership/subscription fees shall be paid for by the Board.

It is understood that the identification of particular organization/agencies and the determination to which the Board shall request membership/subscription will remain at the sole discretion of the Board and will be reviewed annually by the Board. It is understood that any fees/dues for annual union, professional college and professional designation are not eligible under this understanding.

The Board agrees to facilitate, through the Employee payroll deduction, the collection and remittance of professional association/college dues on behalf of those Professional Employees required to do so.

LETTER OF INFORMATION - #4

RE: LIABILITY POLICY

The following letter is provided as information to Employees.

In the event an Employee has any civil proceeding commenced against **them** as a result of carrying out any lawful duty or obligation during the course of and within the scope of their employment with the Employer; and in the further event said Employee has no applicable insurance coverage which would otherwise respond to such a proceeding; the Employer acknowledges that it maintains a general comprehensive liability policy which provides certain defined coverages including legal representation to Employees who are alleged to have committed a negligent or wrongful act as defined by the terms of the policy. The only obligation of the Employer is to maintain the policy in full force and effect and to provide a copy of the policy to any Employee upon request. The Employer makes no representations to any Employee nor is it responsible for any such claims arising outside the scope of the policy.

LETTER OF INFORMATION - #5

HEPATITIS B

The Board will pay upon receipt of purchase for Hepatitis B serum under the following conditions:

- i) where the Employee is not covered for the Hepatitis B by medical insurance; and
- ii) where the nature of the work could in the Board's opinion pose risk to the Employee; and
- iii) where the Employee has obtained recommendation for the serum from doctor.

LETTER OF INFORMATION - #6

SAFETY SHOES

Effective September 1, 2019, the Board will pay \$100 annually for designated safety shoes for the Employees in printing and shipping/receiving and those required to wear safety shoes in accordance with the OSHA and regulations. **The payment shall occur on the first pay period in February in each respective year. The amount shall be increased by 1% each year, i.e. 2020, 2021, 2022.**

LETTER OF INFORMATION - #7

RE CASUAL OR TEMPORARY ASSIGNMENTS

The following information regarding the settlement of grievances 3396-40 (Board #99-14) and 3396-04 (Board #97-07) is provided for Employees.

In consideration of the mutual covenants herein, the parties agree to the following terms of settlement not to exceed the term of the Collective Agreement.

This memorandum is agreed to in order to establish the understanding for fair and equitable treatment for those engaged on a casual or temporary basis to provide temporary additional assistance due to unforeseen and exceptional circumstances such as surgeries, medical issues, behaviour management, and Ministry directives and whose assignment exceeds a period of three continuous months. Therefore, in accordance with this memorandum the

parties agree to the following terms and conditions.

Any Employee engaged by the Board in a temporary or casual basis that is to provide temporary additional assistance and whose assignment exceeds three continuous months the following will apply:

- a) Effective from the first day of the fourth month, the rates of pay for the duration of the temporary assignments will be the rates as per the **Collective Agreement**.
- b) In consideration of the temporary job postings provision of Article 12.06 of the **Collective Agreement**, those who are assigned to fill the temporary vacancy who are not members of the **Bargaining Unit** and where the assignment is known to exceed three continuous months, the person assigned will be paid at the rate of pay of the **Collective Agreement** effective from the first day of the assignment.
- c) Benefits to be provided consistent with the practice in article 12.06.
- d)
 - i) An Employee given a temporary assignment as outlined in a) and b) above, shall be covered under the terms of the collective agreement for the duration of the assignment.
 - ii) Upon completion of the temporary assignment, the parties acknowledge that terms and conditions of the **Collective Agreement** will terminate.
 - iii) For further clarification, service under this article will not be for the purpose of the probationary period, employment security, layoff and redundancy.
- e) Prior to assigning casual or temporary staff, the Board will offer additional temporary hours of work to regular part time Employees at the site first then to other regular part-time Employees that have indicated, in writing to the Board, their interest for additional temporary hours of work. Such hours of work shall be allocated provided the Employee has the skill, ability and qualifications.

The Board will commit to prepare a list on the basis of written requests received and will meet with the Union President or designate to reach an agreement for fair and equitable distribution of hours.
- f) It is understood that this Memorandum does not provide a guarantee of additional hours.
- g) The parties agree that a review of the assignment of casual and temporary Employees will be carried out with the Union at the Joint Labour/Management meetings. The Board will copy the Union President or Designate on all confirmation of hiring status letters sent to Employees covered by this memorandum.

It is understood that this agreement is not to replace the regular hiring procedures.
- h) A temporary assignment shall not exceed 12 continuous months without the mutual consent of the parties.

In consideration of the mutual covenants herein, the parties agree to the following terms of settlement:

1. Whereas CUPE filed a policy grievance on behalf of Educational Assistants who were hired in September 1999 on a temporary term basis and whereas those Educational Assistants were not hired to replace other Educational Assistants on leave, it is acknowledged that these vacancies were not temporary vacancies pursuant to the provisions of Article 12.06 of the Collective Agreement.
2. The Board and Union acknowledge that those Educational Assistants be granted seniority and all other related rights and privileges under the Collective Agreement as of the date of hire. The Board and the Union acknowledge and agree that these Employees and others hired after the date of ratification of this Collective Agreement are not eligible for the provisions of Employment Security as outlined in Letter of Information #1.
3. The Board commits that it will not hire Employees on a similar temporary term employment basis during the life of the Collective Agreement.
4. The Union agrees to withdraw the grievance on a without prejudice or precedent basis.

LETTER OF INFORMATION - #8

RE: MODIFICATIONS TO REGULAR WORKING CONDITIONS

The Board shall not authorize any modifications to regular working conditions of an Employee until such time as the Union has been consulted with regard to the request.

LETTER OF INFORMATION - #9

RE: TIEBREAKER - SENIORITY

In the event of a redundancy and where two or more Employees in the same classification have the same seniority date within the Bargaining Unit, the parties acknowledge the following sequential procedure to break the tie in seniority:

1. The Employee with the greatest related service within the job classification in a casual, temporary or broken prior related service, with the Board will be deemed the most senior. If there is still a tie regarding seniority then
2. The Employee with the greatest related experience outside of the Board will be deemed the most senior. If there is still a tie regarding seniority then
3. The final decision will be by lot.

LETTER OF INFORMATION - #10

VIOLENCE IN THE SCHOOLS

The parties agree to work together to provide all **Employees** a workshop(s) on violence in the workplace. In addition, the Board agrees to provide Board approved protective equipment, as needed, to Employees and to train these Employees in the safe and effective use of this equipment.

LETTER OF INFORMATION - #11

SECRETARIAL/CLERICAL STAFF ALLOCATION

The parties agree that the Employer summary and recommendations regarding staff allocation for elementary and secondary schools will be shared with the Union at a Labour/Management meeting prior to the recommendations going to Senior Administration.

LETTER OF UNDERSTANDING - #12

RESPECTFUL CATHOLIC WORKPLACE COMMUNITY POLICY

The Board and Employees covered by this agreement recognize that every Employee has a right to freedom from discrimination and harassment as per the Board's "Respectful Catholic Workplace Community Policy" (June 2008). It is understood that any complaint of discrimination or harassment, including personal harassment, shall be dealt with in accordance with the Board's "Respectful Catholic Workplace Community Policy" as amended from time to time in collaboration with Employees including Representatives of C.U.P.E. Local 3396.

LETTER OF UNDERSTANDING - #13

JOB EVALUATION/PAY EQUITY COMPLIANCE

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

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

- Target evaluation of not less than 20% of all **Bargaining Unit** jobs each year. Each position to be subject to re-evaluation every completed 5 year cycle, unless there have been significant changes to the job.
- Where an Employee's job is recommended and approved for placement at a higher category through this job evaluation process, the Employee will be placed at the salary/wage level in the new category at the level which is the

next step higher to **their** present salary/wage. The Employee shall continue to be eligible for an annual increment in accordance with the provisions of the Collective Agreement for their position.

LETTER OF UNDERSTANDING #14

RE: PROFESSIONAL DEVELOPMENT AND TRAINING

The parties agree the important skills and expertise that Education Support Workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement. The parties agree that valuable professional development and training is informed by research and done in partnership with colleagues and that Members of the Bargaining Unit shall participate in Board directed professional development and training scheduled during the workday.

The parties further agree that the Hamilton-Wentworth Catholic District School Board shall ensure that a mechanism is in place to provide the CUPE Local 3396 with opportunities to provide input into professional development and training **including but not limited to professional development and training for Secretarial/Clerical staff in the area of portfolio development and preparation, interview skills, skill development, etc.**

LETTER OF UNDERSTANDING #15

RE: STAFFING ENHANCEMENT – EDUCATIONAL ASSISTANTS

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-In-Council, to increase the benchmark salary for Educational Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% in 2011-12.

In addition, the Special Education Per Pupil Amount (SEPPA) in the GSN will be increased as follows in 2011-12: JK to Grade 3 benchmark: \$86.55; Grades 4 to 8 benchmark: \$66.62; and Secondary benchmark: \$41.09.

The parties note the government's requirement that this funding enhancement in 2011-12 be applied as follows:

1. Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Educational Assistants from 188 to 194.
2. Increase the number of hours worked by Educational Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.
 - a) The use of the incremental hours for Educational Assistants funded above, must include scheduled supervision of students or after-school homework support. Nothing in this provision shall prevent the Board from maintaining existing homework support programs operated by volunteers.
 - b) Principals shall have the flexibility to assign these hours of work 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 Educational

Assistants' working conditions.

The parties acknowledge the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows:

\$22.23 per elementary pupil in 2008-09;
\$26.61 per elementary pupil in 2009-10;
\$26.88 per elementary pupil in 2010-11;
\$20.06 per elementary pupil in 2011-12;

The Board will provide the Union with its financial analysis and calculations of this allocation.

LETTER OF UNDERSTANDING #16

RE: STAFFING ENHANCEMENT - SCHOOL SECRETARIAL

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase funding in the GSN for Office Support Staff in elementary schools (approximately 200 FTE's starting in 2009-10) through the elementary component of the School Foundation Grant as follows:

1. All elementary schools with 250 or more students would benefit from the enhancement;
2. Elementary schools with 1,000 or more students would receive funding for an additional 0.25 FTE secretary based on benchmark salary and benefits;
3. The incremental funding for the schools with 250 to 1,000 students would be based on school size (e.g. a school with 500 students would generate 0.15 FTE, a school with 300 students would generate 0.03 more FTE).

The Board will apply this enhancement in 2009-10, up to the value of the Board's share of the new allocation, in the following order:

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

The parties further agree that any additional funds can be allocated to providing additional work hours above the normal work day/week for existing Office, Clerical and Technical Staff.

LETTER OF UNDERSTANDING #17

RE: DEFINITION OF OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS Pension Plan is provided for information purposes only and is non-grievable. Contributory earnings must include all regular earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for the 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;
- Market value adjustments;
- Ongoing special allowances;
- Pay for time off in lieu of overtime;
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes un-purchasable service;
- Stand-by-pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- Ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- 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.



Hamilton-Wentworth Catholic District School Board
Believing. Achieving. Serving.

May 11, 2020

Ms. Marilyn Pavao
President CUPE Local 3396
1130 Barton Street East
Hamilton, ON L8H 7P9

Dear Marilyn Pavao:

This letter shall confirm the mutual understanding reached during the 2019 collective bargaining process regarding the following:

1. Mileage Expense Reimbursement:

This is to confirm the Board's commitment to ensure the consistent application of FM.05 Policy – Employee Expenditures – Travel/Conferences etc. across each Employee Group. For further clarity:

- Any claim for mileage for the 2019/2020 school year up to the date of ratification of the local collective agreement may be resubmitted and shall be processed in accordance with past practices.
- Any change in processing mileage claims shall not occur for any CUPE bargaining unit member unless consistently applied to all other Employee Groups.

2. Vacation Administration process for 10 Month CUPE staff:

This will confirm the Board's commitment to continue its practice of processing vacation as outlined in article 20.01 (c) i.e. transforming the vacation percentage entitlement of a CUPE bargaining unit member into days and applying those days to unpaid periods throughout the school year (Christmas/March Break) for the term of this collective agreement. For clarity, the practice for vacation administration remains status quo.

Yours Truly,

A handwritten signature in black ink, appearing to be 'Pat Daly', written over a circular stamp or seal.

Pat Daly,
Chairperson of the Board
Resources

A handwritten signature in black ink, appearing to be 'Angelo Romano', written in a stylized, cursive-like font.

Angelo Romano
Superintendent of Human

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FOR HISTORICAL REFERENCE ONLY

ARTICLE 17 – BENEFITS

17.01 a) Semi-Private Medical Care

- i) Commencing September 1, 2015 the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, 2012 for the Health Services Semi-Private Care Plan for eligible employees who elect to participate in the plan.
- ii) Commencing September 1, 2016 the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, 2013 for the Health Services Semi-Private Care Plan for eligible employees who elect to participate in the plan.

b) Extended Health Plan

- i) Commencing September 1, 2015 the Board will contribute 100% towards the cost of the premiums in effect on September 1, 2012 for the Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- ii) Commencing September 1, 2016 the Board will contribute 100% towards the cost of the premiums in effect on September 1, 2013 for the Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- iii) Commencing September 1, 2007, the annual maximum reimbursement – limit for paramedical services, shall be increased from \$200 to \$350. There shall be a \$25.00 annual deductible amount before benefits can be claimed.

c) Vision Care Plan

- i) Commencing September 1, 2015 the Board will contribute 50% towards the cost of the premiums in effect on September 1, 2012 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive year period) for eligible employees who elect to participate in the plan.
- ii) Commencing September 1, 2016 the Board will contribute 50% towards the cost of the premiums in effect on September 1, 2013 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive year period) for eligible employees who elect to participate in the plan.

d) Dental Plan

- i) Commencing September 1, 2015 the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 2012 for the Dental Plan (H 1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
- ii) Commencing September 1, 2016 the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 2013 for the Dental Plan (H 1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
- iii) Commencing September 1, 2015 the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for September 1, 2012 for orthodontic services for active eligible employees. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services for dependent children with benefits limited to a lifetime maximum of two thousand five hundred dollars (\$2500) per person.
- iv) Commencing September 1, 2016 the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for September 1, 2013 for orthodontic services for active eligible employees. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services for dependent children with benefits limited to a lifetime maximum of two thousand five hundred dollars (\$2500) per person.

e) Life Insurance

- i) Commencing September 1, 2015 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 2012 for the Group Life Insurance Plan for eligible employees who elect to participate in the plan.
- ii) Commencing September 1, 2016 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 2013 for the Group Life Insurance Plan for eligible employees who elect to participate in the plan.
- iii) Eligible employees may elect to apply for an amount of \$100,000 term life insurance effective January 1, 2001.

f) Optional Life Insurance

The Board shall make available the OPTIONAL GROUP LIFE INSURANCE in addition to the basic group insurance plan spelled out in Article 17.01 (e) to all eligible employees who elect to participate on the following basis:

- i) Optional life insurance shall be available in multiples of \$10,000 up to a maximum of \$100,000.
- ii) All premiums for the optional life insurance are to be paid 100% by the employee.

iii) That the necessary employee participation determined by the carrier is obtained.

iv) Eligibility to participate in the plan is to be determined by the carrier.

- 17.02 It is understood and agreed that the plans themselves do not form part of this collective agreement and are not themselves subject to the grievance procedure or arbitration. The Employer's sole obligation under this article shall be to pay the Employer's portion of the premium.
- 17.03 For employees employed on less than a fulltime schedule in the Catholic Schools of Hamilton-Wentworth and who are eligible and choose to participate, the Board will pro-rate the percentage of its contribution towards the cost of the monthly premiums for the plans detailed in Article 17.
- 17.04 The Board may at any time substitute another carrier, provided that the benefits conferred thereby are not in total decreased, provided that the Union be given prior consultation.
- 17.05
- a) Employees who have elected early retirement from the Board may arrange continuation of any employee benefits stated above until age 65, provided however that such retired individual shall constitute a separate group for rating and coverage purposes. Benefit eligibility shall be in accordance with the terms of the applicable insurance policy.
 - b) The retired individual will be responsible for the total cost of the applicable premiums in both (a) and (b).
 - c) The employee will be responsible for the total cost of the applicable premiums in both (a) and (b) above.
- 17.06 Employees on leave without pay for a period greater than 10 consecutive working days, may elect to maintain their participation in any or all of the above insurance plans by making arrangements 30 days prior to the commencement of the leave to pay the Board the full cost of the applicable premiums. This is subject to the eligibility requirements of the insurance plan as established by the carrier.
- 17.07 A spouse of a deceased employee may have the option of retaining benefit coverage at the spouse's own cost under the Semi-Private Medical Care, Extended Health, Vision Care and Dental Plans under the following conditions:
- a) the spouse must elect to retain coverage within thirty-one (31) days of the date of death of the deceased employee;
 - b) if the spouse withdraws from coverage at any time, the spouse shall be ineligible to re-enrol in coverage;
 - c) coverage shall remain in effect for a maximum of two (2) years from the date of death of the deceased employee. Coverage shall be cancelled the first day of the month following the spouse's sixty-fifth (65th) birthday;

- d) the spouse shall pay to the Board in advance the full annual premium cost of the coverage, otherwise the coverage shall be cancelled.

Note: In the event of a death of a ten (10) month employee over the summer period, the thirty-one (31) day provision in (a) shall commence from September 1st.

Article 18 - Sick Leave

18.01 Sick Leave Protection

The Board provides a sick leave protection plan. This plan is protection against personal illness only. It is not an automatic entitlement to time off. The Board expects each employee to be in attendance at his or her duties each work day.

18.02 Sick Leave Plan

Board - refers to the Hamilton-Wentworth Catholic District School Board.

Employee - refers to Professional Support Staff, Educational Assistants and employees in Clerical grades.

Sick Leave Credit Balance - refers to the yearly allowance of sick leave credits.

Year - refers to the calendar year extending from the 1st of January in any one year up to and including the 31st of December of the same year.

18.03 Implementation of the Plan

The date of implementation of this plan is set at January 1st, 1969. A back credit allowance shall be established for all employees who have been employed by the Board prior to January 1st, 1969, on the following basis:

One day's credit for each completed month of recognized seniority. This credit is not to exceed 240 days at any given date for calendar year employees or 200 days at any given date for scholastic year employees.

18.04 Statutory Allowance

- a) Employees working on 12 month year basis:

At the beginning of each calendar year (January 1st) each employee shall be eligible for a twenty-four (24) day sick leave allowance for the calendar year. The allowance will be credited at the rate of 2 days per completed month worked in the calendar year.

New employees commencing after January 1st will be credited an allowance at the rate of 2 days per completed month.

- a) Employees working on 10 month year basis:

At the beginning of each scholastic year (September 1st) each employee shall

be eligible for a twenty (20) day sick leave allowance. The allowance will be credited at the rate of 2 days per completed month worked in the scholastic year.

New employees commencing after September 1st will be credited at the rate of 2 days per completed month.

- 18.05 Employees who work on less than a full-time basis will receive a prorated sick leave allowance calculated according to the amount of time worked.
- 18.06 Method of Accumulation
- a) All of the unused portion of the Statutory Allowance shall be credited to the employee's sick leave credit balance at the close of each year.
 - b) Deductions shall be made from the employee's Statutory Allowance for the number of days absent because of personal illness.
 - c) If the Statutory Allowance has been exhausted in any given year the employee's sick leave credit balance will then be debited for any further absences.
 - d) The maximum accumulation in the sick leave credit balance commencing August 31, 2003 is not to exceed 260 working days at a given date for calendar year employees and 260 working days for scholastic year employees.
 - e) When an employee's sick leave credit is exhausted, pay deductions will be made for each additional day absent because of personal illness.
 - f) Absences due to illness in the family will not be deducted from sick leave credit. Such absences will be considered as leaves of absence without pay, unless the employee elects to use part of his or her vacation entitlement.
 - g) An allowance of two (2) days per calendar year (12 month employees) or per scholastic year (10 month employees) deductible from sick leave credit, may be made for reasons for urgent personal business. Requests shall be made in writing to the appropriate Human Resources Manager, in advance except in emergency situations and shall specify the circumstances giving rise to the need for such leave. The Board shall be entitled to information reasonably necessary to satisfy itself that the request is for urgent personal business. In the event of an immediate emergency, requests via telephone shall be permitted. The approval of the appropriate Human Resources Manager, for such an absence must be obtained. The granting of the day must not be considered to be an automatic right. The Board will endeavour to consider all requests for UPR and approval shall not be unreasonably denied.
 - h) In compliance with the Regulations and the Board's continued eligibility for the E.I. Premium Reduction Program, a minimum of one (1) day per month (10 days per year) sick leave credit as outlined in Article 18.04 a) and b) above, shall be reserved solely for personal illness and other statutory leave provisions.

18.07 Doctor's Certificate

The employee shall provide a doctor's certificate for any day of absence if requested by or the appropriate Human Resources Manager.

In the event that further medical information is requested by the Board or the Board requests a separate medical assessment, such costs will be paid by the Board.

18.08 Sick Leave Statement

A sick leave credit statement will be issued in January of each year to each employee.

18.09 When an employee is absent due to illness and has exhausted accumulated sick leave credits, the Board will continue to contribute its portion of premiums for employee benefit coverage of the employee as long as the employee is in the Board's employ and the employee is eligible for coverage according to the terms established by the carrier.

18 .10 Employees who are in receipt of LTD benefits will not be eligible for the cumulative statutory allowance.