

CENTRAL TERMS

Central Agreement Memorandum of Settlement

between

CUPE and the CTA,

attached is CUPE Part A:

FOR THE PERIOD

SEPTEMBER 1, 2014 TO AUGUST 31, 2017

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014* the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, inclusive.

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a) Dispute Resolution

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

- b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

- b) The Crown shall have the following rights:
 - i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.
- b) Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c) Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.
- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.

- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C5.1 Funding

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

C5.2 Cost Sharing

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

C5.3 Payment in Lieu of Benefits

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

“Long Term Supply Assignment” means, in relation to an employee,

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only.

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long Term Supply Assignments

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary reduced by any paid sick days already taken in the current fiscal year.

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

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the

claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

C12.00 STATUTORY LEAVES OF ABSENCE/SEB

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

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

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

Pursuant to b) above, the following will apply:

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

directly to the employee, is subject to withholdings in accordance with CRA requirements.

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy <input type="checkbox"/>	Group <input type="checkbox"/>
Individual <input type="checkbox"/>	Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision 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:	
Withdrawn <input type="checkbox"/>	Resolved <input type="checkbox"/>
Referred to Arbitration <input type="checkbox"/>	
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 de district catholique Centre-Sud
 - ix. Conseil scolaire Viamonde

Other Retirement Gratuities

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

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues:

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

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

Job Security as it Relates to Technological Change

Allowances

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

Re: Status Quo Central Items Requiring Amendment and Incorporation

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. The following language must, however, be aligned with current local provisions in order to reflect the provisions of CUPE's 2012-2013 MOUs. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

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

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks (*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.

WSIB TOP-UP

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
7. This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

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

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year;
that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

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

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

This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. SCOPE

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

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

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

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

IV. MEMBERSHIP

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

V. CO-CHAIR SELECTION

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

VI. MEETINGS

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

VII. OTHER

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

Re: Long Term Disability (LTD) Plan Working Group

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

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

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

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

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

LETTER OF UNDERSTANDING #9
BETWEEN
The Ontario Public School Board Association
(hereinafter called ‘OPSBA’)
AND
The Ontario Catholic School Trustees Association
(hereinafter called ‘OCSTA’)
AND
L’Association des conseils scolaires des écoles publiques de l’Ontario
(hereinafter called ‘ACEPO’)
AND
L’Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called ‘AFOCSC’)
AND
The Canadian Union of Public Employees / Syndicat canadien de la fonction publique
(hereinafter called ‘CUPE’)
AND
The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s.

- 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

Christopher Albertyn
John Stout
Paula Knopf
Mort Mitchnick
Brian Sheehan

French Language:

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

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

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

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

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

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

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

LETTER OF UNDERSTANDING #15

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

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

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

LETTER OF UNDERSTANDING #16

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA CATHOLIC SCHOOL BOARD

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2357**

Part B:

FOR THE PERIOD

SEPTEMBER 1, 2014 TO AUGUST 31, 2017

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DEFINITIONS

Employer:

The Employer is defined as the Ottawa Catholic District School Board.

Employee:

An employee is defined as a person employed by the Ottawa Catholic District School Board and governed by the terms of this Agreement. There are four (4) types of employees:

1. Permanent Full-time Employees

Employees appointed on a permanent basis by the Board to work thirty-five (35) hours per week, in accordance with Article 4:03 – Work Year.

2. Permanent Part-time Employees

Employees appointed on a permanent basis by the Board to work less than thirty-five (35) hours per week, in accordance with Article 4:03 – Work Year.

3. Casual Employees

Employees hired on an hourly basis, as required by the Employer, as a replacement for a specific employee for a period not exceeding (3) three months or for any other casual assignments, as determined by the Employer, not exceeding three (3) months.

4. Term Employees

Those who are employed for a minimum of three (3) months, up to a maximum of two (2) years continuous service in one assignment, as a replacement for a specific employee who is absent due to pregnancy/parental leave, extended sick leave, Workplace Safety Insurance Board leave, long term disability, approved leave of absence with or without pay or for any other special term assignment, as required by the Employer. The Employer shall notify the Union two (2) weeks in advance in the event that special term assignments are required. The term may be extended to a maximum of one (1) year with the mutual consent or agreement of the Employer, the Union and the term employee.

Terminology

Gender terms may apply: where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded.

ARTICLE 1 – PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union and to provide a mechanism for the prompt and equitable resolution of differences and disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

2:01 a) Bargaining Unit

The Employer recognizes CUPE Local 2357, as the sole and exclusive collective bargaining agent for all of its office administrator, clerks, technicians and educational support staff save and except:

- Supervisors
- Persons above the rank of Supervisor
- Executive Assistant to the Director of Education
- Executive Assistant to the Deputy Director
- Executive Assistants to Superintendents
- Human Resources Department Employees
- Administrative Assistant to Manager of Finance
- Students employed during the summer school vacation period
- High school students employed on co-operative work programmes
- Persons covered under subsisting collective agreements

b) Casual Employees

Casual employees are covered under the following provisions of the collective agreement only:

- Purpose
- Recognition
- Management Rights
- Discipline Process
- Overtime
- Grievance Procedure
- Communications
- No Strikes or Lock Outs
- Salary Scale - minimum rate of pay in appropriate classification

c) Term Employees

It is agreed by the Parties that the following articles will apply to term employees:

- Purpose
- Recognition
- Management Rights
- Discipline Process
- Sick Leave
- Communications
- Salary Scale - minimum rate of pay in appropriate classification
- No Strikes or Lock Outs
- Grievance Procedure
- Overtime
- Benefits

10 Month employees:

- i) When a temporary employee is hired for a period which is expected to run at least three months, the employee shall be made Term from the first day of work and is entitled to \$40 per month in lieu of benefits.
- ii) If a temporary employee is hired as a casual and then becomes a Term, a retroactive payment of \$40 for each complete month shall be paid back to their original start date in the assignment. A complete month shall be defined as having worked at least eleven (11) consecutive days in the same assignment in the first and last month of the assignment.
- iii) All 10-month term assignments terminate at the end of the school year.

12 Month employees:

Partial benefits after six months (extended health and life insurance)

d) Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit except in cases agreed to by the Union.

2:02 a) Membership

All employees who are members of the Union upon the signing of this Agreement shall remain members of the Union effective the first date of hire. All new employees hired subsequent to the signing of this agreement shall become and remain members of the Union within thirty (30) calendar days of employment. An initiation fee, as determined and amended by the Union from time to time, shall be collected from each new employee by the Board.

b) No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative(s), which may conflict with the terms of this collective agreement.

2:03 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to employees, in matters of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise, by reason of activity or lack of activity in the Union or any of the prohibited grounds enumerated under the Human Rights Code of Ontario as amended from time to time.

2:04 Remittance of Union Dues

- a) The Employer agrees to deduct from each employee covered by this collective agreement any dues, initiation fees or assessments levied by the Union on its members.
- b) Deductions shall be made from each pay of each month and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 7th day of the month following the month in which the deductions were made, accompanied by a list of the names of employees from whose wages the deductions have been made and the amounts of each deductions and the member's salary. A copy of that list shall also be sent to the Local Union President. The Board shall provide twice per year a list of CUPE 2357 member names and mailing addresses in the months of October and February of each year.
- c) The Union shall provide, in writing, a list of the amount of such dues, initiation fees and/or assessments and shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues, initiation fees and/or special assessments by the Employer pursuant to this Article.
- d) The Union shall notify the Employer of any changes to dues, initiation fees and assessments two (2) weeks prior to the implementation.
- e) At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.
- f) Upon written request of the CUPE Local 2357 President, the Employer shall provide the Union with a list of the classification and status of all its members up to two (2) times annually.

2:05 National Representative of CUPE

- a) The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- b) Such National Representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, provided such representative requests and receives such permission from the Superintendent of Human Resources or designate. Permission shall not be unreasonably withheld.

2:06 Stewards

- a) The Employer acknowledges the right of the Union to appoint not more than a total of fifteen (15) stewards from various areas. The Union shall notify the employer in writing of the name of each steward and his/her area of responsibility before the employer shall be required to recognize him/her.
- b) A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor.

ARTICLE 3 – MANAGEMENT RIGHTS

3:01 Except as, and to the extent specifically modified by this Agreement, all managerial rights and prerogatives are retained by the Employer and remain exclusively and without limitation within the right of the Employer provided, however, the Employer agrees that any exercise of these rights and powers, in conflict with any of the provisions of this agreement, shall be subject to the provisions of the grievance procedure.

ARTICLE 4 – WORK SCHEDULE

4:01 Hours of Work

- a) The normal workweek for all full-time employees shall consist of five (5) seven (7) hour days from Monday to Friday inclusive for a total of thirty-five (35) hours per week, exclusive of an unpaid lunch period.
- b) The normal work week for permanent part-time employees shall be seven (7) hours or less per day from Monday to Friday exclusive of unpaid lunch periods, for a total of less than 35 hours per week. The normal work day for permanent part-time employees shall be scheduled by the Employer.
- c) The regular work day shall not commence before 7:30 a.m., and finish no later than 5:00 p.m. and shall include an unpaid and uninterrupted lunch period. The lunch period shall be regularly scheduled to reflect a minimum of 30 minutes and up to a maximum of 60 minutes, between the hours of 11:00 and 14:00 hours. A minimum of 30 minutes of uninterrupted lunch shall be provided in accordance with the Employment Standards Act.

- d) All school board Administrative Departments must be covered for the core period between 9:00 a.m. and 4:00 p.m. exclusive of the lunch period.

4:02 Break Periods

- a) Permanent full-time employees will be permitted a fifteen (15) minute rest period in each half of the normal scheduled day at a time to be decided by the Employer. Rest periods will only be scheduled within the first or last hour of the work day in exceptional circumstances. These exceptional circumstances must have the approval of the Superintendent of Human Resources.
- b) Permanent part-time, term and casual employees working continuously for a period of three and one half (3.5) hours will be entitled to a fifteen (15) minute rest period as above.
- c) Employees working more than five (5) consecutive hours shall have an unpaid lunch period as per 4:01c) above.

4:03 Work Year

- a) ECE's, ECE-EDP, Educational Assistants, which shall include Itinerant Educational Assistants, Interpreters and ESL Assistants: The school year (approximately ten (10) months) plus one (1) day, to be scheduled at the discretion of the School Principal, prior to the start of the school year. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid at the employee's regular rate of pay.
- b) Developmental Assistant/Specialist, Special Assignment Assistants and Interveners: The school year (approximately 10 months) plus one (1) day, to be scheduled at the discretion of the School Principal, prior to the start of the school year. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid at the employee's regular rate of pay. The employer will endeavour, where financially viable, to offer the summer program.
- c) Elementary School Support Staff (Office Administrators, Library Technicians): The School Year (approximately 10 months) plus five (5) working days immediately prior to the start of the school year unless otherwise agreed upon by both employee and supervisor. Any work done by a 10 month employee prior to the start of the school year and their re-instatement shall be paid at the employee's regular rate of pay.
- d) Secondary School Support Staff: Senior Office Administrator, Office Administrators/Guidance – Student Services (Secondary), Library Technician, and a Office Administrator in each High School, shall be designated as twelve (12) month employees. All other support staff shall be designated as eleven (11) month

employees with four consecutive weeks off, without pay, in the summer to be scheduled at the discretion of the School Principal.

- e) I) Adult School: Adult School Office Administrators shall be twelve (12) month employees. The Employer will endeavour, where financially viable, to offer the August adult ESL program.

II) In addition, where the employer determines that the summer Adult ESL school will be open, the summer session will be offered to the ESL Adult Office Administrators according to seniority. Employees must indicate in writing to their site supervisor by May 1st if they are available for full time work in the summer.

- f) All Administrative support staff, Information Technology Staff, and St. Nicholas Adult School: The work year is defined as a 12-month position.

NOTE: The school year shall be as defined by the Ministry of Education from year to year, in accordance with the Education Act.

Nothing in this collective agreement shall be construed as guaranteeing minimum or maximum hours of work.

- 4:04 With the exclusion of 11 and 12 month employees and Elementary Office Administrators, the Board recognizes that supervision is a requirement of all Educational staff of the school community to ensure the safety and well being of all staff and students. Supervision is site specific based on the needs of the school as determined by the Principal. Every Educational staff member shall be assigned equitable supervision duties as outlined in the supervision schedule. This schedule shall be developed by the Principal. Supervision shall not be assigned to Educational staff to a level in excess of the amount of such supervision being provided by teaching staff in their respective panel. The Board shall provide the Union by September 30th of each year, an electronic copy of the supervision schedules. Students who must be in the office for disciplinary reasons shall be supervised by Administrators or a Teacher Designate. When the Administrator is out of the school, a contingency plan for this supervision must be in place (e.g. Teacher Designate).

ARTICLE 5 – OVERTIME

- 5:01 All overtime must be authorized in advance by the employee's appropriate supervisor (Superintendent/Manager/School Principal) and forwarded for payment.

- 5:02 Hours worked within the bargaining unit, in excess of 35 hours per week, Monday to Friday, will be considered as overtime. All hours worked by an employee in excess of seven (7) hours per day shall be compensated at the appropriate overtime rate.

- 5:03 The Board shall attempt to keep overtime to a minimum while there are available employees on lay-off able to perform the work.

5:04 Call Back Pay

- a) Any employee recalled to work after the completion of his regular shift shall be paid for not less than three (3) hours at the rate of one and one-half (1.5) times the employee's regular straight time rate of pay.
- b) An employee called in to work on their day off shall be paid no less than three (3) hours at the appropriate rate of overtime.

5:05 In the event that an employee is required to work more than three (3) consecutive hours of overtime in any given day, the employee will be provided with a meal or an allowance in accordance with Board policy.

5:06 At the discretion of the supervisor, instead of cash payment for approved overtime, an employee may be granted time off at the appropriate overtime rate at a time to be mutually agreed upon.

5:07 Overtime Rates

- a) Time and one half (1.5) for work performed on a week day and/or Saturday.
- b) Double time (2) for work performed on a Sunday or a Statutory holiday.

5:08 Employees unable to use all of their accumulated overtime must submit no later than January 15th of each year a request for cash payment for such unused overtime.

ARTICLE 6 - SICK LEAVE

6:01 An employee is eligible for sick leave with pay when he/she is unable to perform his/her duties because of personal illness or injury or requires personal medical treatment or examination, and provided that:

- a) the employee has unused sick leave credits;
- b) the employee is not on other leave, without pay, under suspension, or on lay-off;
- c) the employee is not eligible for benefits under the Workplace Safety Insurance Board.

6:02 Proof of Illness/Fitness

- a) i) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) consecutive working days, certifying the reasons why the employee was unable to carry out his/her duties. A medical certificate may be requested from the employee for any length of sick leave if prior written notice is given to the employee. This requirement will be reviewed on an annual basis.

- ii) The Board reserves the right to seek a second medical opinion by a medical specialist to be selected by the Board and the Union.
 - b) When an employee is aware that he/she will be absent for a period of two (2) weeks or more, he/she may be required to provide a medical certificate indicating the probable date of return within five (5) working days of the beginning of the absence.
 - c) An employee who is on extended sick leave for which a medical certificate has been submitted prior to the annual leave commencing will remain on sick leave.
 - d) If an employee fails to submit a medical certificate when required within twelve (12) working days of his/her return to work, the days of absence shall be processed as leave without pay. The Board reserves the right to request a medical certificate prior to an employee's return to work in the case of a long term absence.
- 6:03 An employee who is injured in the course of duty and receives indemnity from the Workplace Safety Insurance Board shall be entitled to any difference between the amount of the award and the regular salary to the limit of the accumulated sick leave credit multiplied by the employee's daily rate.
- 6:04 Personal medical and/or dental appointments should normally be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavour to schedule the appointment to minimize work-time lost and should notify his/her immediate supervisor at least three (3) working days prior, except in emergency situations.

ARTICLE 7 - VACATION LEAVE

- 7:01 a) Accumulation of Leave

Permanent full-time employees shall accumulate annual leave on the following basis:

Continuous Service	Days Vacation Leave Per Month
0 - 5 years	1.25 days
6 - 7years	1.33 days
8 years	1.50 days
9 - 12 years	1.66 days
13 years	1.75 days
14 years	1.83 days
15 years	1.92 days
16 years	2.00 days
17+ years	2.08 days

- b) The parties agree that days will be rounded up to the next quarter (.25) days.

- c) Vacation leave days are earned at the appropriate rate above for each month worked in which an employee has received at least seven (7) days pay. Pregnancy/parental leave in accordance with the Employment Standards Act shall be credited with vacation leave days earned at the appropriate rate for each month on leave.
- d) Permanent part-time employees shall receive a pro-rated amount of annual leave based on (a) above.
- e) Causal and Term employees shall be paid a vacation pay allowance calculated at 4% of their gross earnings on a bi-weekly basis.

7:02 10 Month Employees

- a) Vacation leave entitlement described in Article 7:01 shall be used for Christmas and March Break.
- b) Additional vacation leave may be granted during Professional Activity days or during the school year. A minimum of thirty (30) calendar day notice must be given. Granting of such leave is subject to supervisor approval and operational requirements.

11/12 Month Employees

- a) Employees shall have the option of working during Christmas and/or March Break, subject to supervisors approval, facility availability and operational requirements.
- b) Additional vacation leave may be scheduled during the calendar year. A minimum of thirty (30) calendar days notice must be given. Granting of such leave is subject to supervisors approval and operational requirements.
- c) Where a make-up time program has been agreed to by the Board, 12 month employees may work additional hours at straight time.

The Principal and/or on site supervisor has the authority to approve annual leave up to 5 days, per request, during the academic school year. Any leave request above 5 days must be brought forward to senior management for approval.

- 7:03 Employees are encouraged to take vacation leave in the appropriate calendar year. With supervisor approval, employees who earn vacation leave credits may carry over a maximum of (1) years credit into the next calendar year. These credits must be used in their entirety in the subsequent year or they will be automatically paid out.

If the employee so chooses, they may opt to be paid out rather than accumulate vacation leave credits. A written request (carry over form) must be submitted to the Board by October 31st.

- 7:04 In order to maintain an efficient operation, the determination of summer vacation schedules shall be at the discretion of the Employer, subject to operational requirements. In this regard, 12 month employees are encouraged to take their vacation leave during the months of July and August and Employees must submit to their Supervisor by May 1st,

the preferred vacation dates. Service with the Board shall be the determining factor where there is a conflict in vacation requests.

- 7:05 When the employment of an employee terminates for any reason, the employee or his/her estate shall be entitled to payment of wages, based on the employee's most recent salary, in lieu of earned but unused vacation.
- 7:06 When an employee requires emergency medical attention or is hospitalized while on vacation leave, there shall be no deduction from vacation credits for the period of time the employee required ongoing medical attention (of an emergency nature) or is hospitalized.
- 7:07 These absences, if approved, will be covered under Sick Leave provisions provided the hospitalization or emergency medical attention is substantiated by a medical certificate upon return from the scheduled vacation leave and provided the employee has sufficient sick leave credits to cover the absences.

ARTICLE 8 – LEAVES

8:01 Special Leave:

Special Leave may be granted to an employee of the Board up to a maximum of five (5) days in any calendar year. The following specified leave must be approved by the Superintendent:

- a) Emergency and compassionate reasons in the employee's household.
- b) Moving of employee's household (up to one (1) day per annum).
- c) Marriage leave (one (1) day).
- d) Child Care / Caregiver (up to two (2) days of leave per annum).

8:02 Personal, family and Community Leave:

Personal, family and community leave for personal and family related reasons (one (1) day of leave per annum). This leave shall not be used before or after a statutory holiday or to extend the Christmas, March Break or Easter vacation periods.

Employees not using their personal leave day during the current calendar year may carry over a maximum of one (1) extra day which may be used concurrently in the next calendar year.

All requests under this article must include the general nature of request and be submitted in writing to the appropriate Superintendent for approval at least two (2) weeks prior to

the date of the requested leave, except in emergency situations. The Superintendent may request additional information. All leave requests beyond these parameters will be reviewed on a case by case basis.

8:03 SEMS

The Board will continue utilizing the automated dispatch system (SEMS) for all absences for the applicable employee groups.

ARTICLE 9 – LONG-TERM PERSONAL LEAVE WITHOUT PAY

- 9:01 Personal leave without pay, not exceeding two years, and without loss of seniority, may be granted to employees who have a minimum of four (4) years of continuous permanent service with the Board, at the discretion of the Employer. Requests for such leave shall be made to the Superintendent of Human Resources, with a copy to the immediate supervisor. Requests for such leave shall be made in writing at least two (2) months in advance of the commencement of the leave and must set out the reasons for the leave. Where possible, the Employer shall reply to the request at least four (4) weeks prior to the commencement of the leave. Exceptions to these timelines may be made to deal with emergency situations. Employees who are granted personal leave in excess of thirty (30) calendar days shall be entitled to continue their benefit coverage, at full cost to the employee, and subject to the provisions of the insurance contract.
- 9:02 Annual leave shall not accrue during such leave. The Board agrees to place to the employee's credit, upon return to duty, the vacation leave credits which had been earned up to the time the leave of absence commenced.
- 9:03 Employees shall be reinstated following return from personal leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

ARTICLE 10 - BEREAVEMENT LEAVE

- 10:01 An employee shall be granted three (3) consecutive working days in the event of the death of the employee's mother, step-mother, father, step-father, mother-in-law, father-in-law, brother, sister, spouse, partner, child, step-child, grandchild, grandmother or grandfather.
- 10:02 An employee shall be granted one working day in the event of the death of the employee's uncle, aunt, son-in-law, daughter-in-law, brother-in-law, sister-in-law, nephew or niece.
- 10:03 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Superintendent of Human Resources or his/her designate may grant additional bereavement leave.

ARTICLE 11 - LEAVE WITHOUT PAY FOR UNION BUSINESS

11:01 General Leave

- a) The Employer may grant, subject to operational needs, leave without pay to an employee(s) elected or appointed as an officer of the Union for the purpose of transacting business on behalf of the Union. Such leave must be requested, in writing, to the Superintendent of Human Resources a minimum of two weeks prior to the date of leave or as soon as possible in urgent situations.
- b) During the period of such leave, the Board shall maintain the salary and benefits of the employee and CUPE shall reimburse the Board 100% of the costs of salary. Where such leave exceeds twenty (20) consecutive working days, CUPE shall reimburse the Board for 100% of the costs of salary and benefits, including the Employer portion of the benefits. The billing shall normally be done on a monthly basis.

11:02 CUPE President Leave

- a) The Employer shall grant a leave of absence without pay and without loss of seniority, to one employee elected or appointed to the position of CUPE President, on a permanent full-time or part-time basis. Such leave shall be renewed every two years upon request during his/her term of office. Such request shall be submitted to the Superintendent of Human Resources a minimum of six (6) weeks prior to the date of leave.
- b) During the period of such leave, the Board shall maintain the salary and benefits of the CUPE President and CUPE shall reimburse the Board 100% of the costs of salary and benefits, including the Employer portion of benefits.

11:03 Sick leave and Annual Leave

Sick leave and annual leave shall continue to accumulate during the period of the leave of absence. Monthly sick leave reports must be submitted to the Human Resources Department. Annual leave which has accrued while on CUPE President leave must be taken prior to returning to employment with the Board. Annual leave which has accrued while on CUPE President leave and not taken prior to returning to employment with the Board must be reimbursed to the employee by the Union. For a period of two years, upon return to employment, the Board shall place the employee in the position held prior to the leave if the position still exists and shall credit the employee with any annual leave accrued to the commencement of the leave. If the position doesn't exist, the employee shall be placed in a comparable position. Vacation leave will be adjusted in accordance with the employee's length of service upon return to employment.

ARTICLE 12 - PREGNANCY AND PARENTAL LEAVE

12:01 Pregnancy Leave

- a) Employees who are pregnant and who have been employed with the Employer for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for a fifty-two (52) week period commencing on the date requested by the mother to commence leave or the date of birth (whichever is first).
- b) Pregnancy leave may be granted, subject to the approval of the Superintendent of Human Resources, to an employee who does not meet the requirements established above.
- c) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date the leave is to begin. The date chosen for commencing leave must be no more than thirty-five (35) weeks prior to the expected date of birth as confirmed by the woman's physician.
- d) In the event of complications with the pregnancy or because of the birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the Employer with a certificate from her physician stating the expected birth date of the child.
- e) Upon written request, pregnancy leave will be extended for a combined total of one (1) year. This leave may be further extended by up to one year subject to the Board's approval.
- f) The pregnancy leave of an employee ends fifty-two (52) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks written notice of the date of return. Employees are not required to return to work earlier than six (6) weeks from the date of delivery, still-birth or miscarriage.

12:02 Parental Leave

- a) An employee who has been in the employ of the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to an unpaid parental leave for up to fifty-two (52) weeks following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- b) Parental and Adoption leave may be granted, subject to the approval of the Superintendent of Human Resources, to an employee who does not meet the requirements established above.

- c) The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. In the event that the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee is required to provide the Employer with such earlier date of leave. The parental leave begins on the day the employee stopped working.
- d) Employees who have taken a pregnancy leave and who wish to also take a parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- e) Fathers who wish to take a parental leave must commence such leave no more than fifty-two (52) weeks after the day the child was born.
- f) Parental leave ends fifty-two (52) weeks after it began or on an earlier date if the employee gives the Employer at least four (4) weeks written notice of that date.

12:03 General Provisions

- a) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.
- b) Employees entitled to the pregnancy and parental leave in accordance with the Employment Standards Act are entitled to continue participation in their employee benefits package. The Employer shall pay its share of the employee group benefits during pregnancy and parental leave in accordance with the Employment Standards Act, providing the employee pays her share of the premiums. Employees who are on extended leave beyond that provided by the Employment Standards Act may continue benefit coverage at 100% of the premium cost unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution during the leave period. Such notice must be received by the Employer within thirty (30) days of commencement of leave.
- c) Seniority in accordance with Article 18 of the collective agreement shall continue to accrue during pregnancy and parental leaves.
- d) Annual leave will accrue during a pregnancy and parental leave taken in accordance with the Employment Standards Act.
- e) Sick leave will not accrue during a pregnancy and parental leave.
- f) Employees taking leave in accordance with the Employment Standards Act shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position

at the rate equal to the wages most recently paid by the Employer if the position no longer exists.

- g) Employees taking leave in excess of the Employment Standards Act shall be reinstated following return from pregnancy or parental leave in a comparable position at the rate equal to the wages most recently paid by the Employer if the position no longer exists to that held prior to commencing leave.

12:04 Pregnancy, Parental and Adoption Leave

Upon the confirmation by the Employment Insurance Commission of the appropriateness of the Board's Supplemental Employment Benefit (SEB) Plan, an employee who is on pregnancy and/or parental leave as provided under this Agreement, who is in receipt of Employment Insurance benefits pursuant to Section 11 of the Employment Insurance Act, as amended, shall be paid a Supplemental Employment Benefit.

Payments in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced nor increased by payments received under the Plan.

ARTICLE 13 - SELF-FUNDED LEAVE (X OVER Y PLAN)

13:01 The X Over Y Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence without pay and, through deferral of salary, to finance the leave. The Plan allows an employee to work "X" years over a "Y" year period with one (1) year's leave in the final year of the Plan.

13:02 The employee, in application, shall indicate the "X" and "Y" components desired. However, the final determination of the "X" and "Y" components shall be made with the approval of the Superintendent of Human Resources and in accordance with the total Plan's requirement for a balance between leaves commencing and leaves returning.

13:03 Qualifications

Any employee having four (4) years continuous permanent service with the Board is eligible to participate in the Plan.

13:04 Application

- a) Applications for participation in the Plan must be filed no later than January 31st of the school year prior to the school year in which the Plan will commence.
- b) Written acceptance or denial for such application will be forwarded to the employee by May 1st of the school year prior to the school year in which the Plan commences.

- c) Acceptance of an employee's application will be at the sole discretion of the Board. Priority will be given to the requirements of the system, including staffing needs.

13:05 Implementation of the Plan

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the employee and the Board:

- a) Each employee in the Plan shall sign an agreement with the Board. The agreement shall specify the terms and conditions agreed to by the employee and the Board.
- b) An account will be established with Your Credit Union for each participant in the Plan. The money to be deducted from each participant's bi-weekly pay will be deposited to this account where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement between the Board and the employee.
- c) During the year of leave, the employee shall withdraw accumulated funds in the employee's account. Subject to the conditions of the insurance carrier, an employee may continue coverage of existing benefits in accordance with Article 24 for the year of leave under this Plan by paying 100% of the premiums.

13:06 Terms of Reference

- a) The Board shall endeavour to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.
- b) Leave taken under the Plan shall be treated as a year of experience for seniority purposes only.
- c) An employee may withdraw from the Plan effective August 31st, by giving written notice to the Employer by the preceding April 1st, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding January 1st.
- d) Where it can be demonstrated to the Board by an employee who is a participant in the Plan, that a financial emergency exists, the notice period shall be waived and the accumulated funds shall be released to the employee within sixty (60) days. In the case of the death of an employee who is a participant in the Plan, the accumulated funds shall be paid to the employee's estate, providing the consents or releases required have been obtained.

13:07 Revenue Canada Contingencies

- a) The present method for making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada.

- b) The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Union and the participating employee and after the receipt of a ruling of Revenue Canada and of its terms. The participating employee will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 14 - LEAVE FOR WITNESS AND JURY DUTY

14:01 In the event that an employee is required to appear for jury duty, or, as a witness in a court case to which the employee has been summoned but in which he/she is not one of the accused, such employee shall not suffer any loss in pay, benefits, leave or seniority.

The employee will notify the Employer of his/her jury or witness notice within one day of receipt of such notice. Furthermore, the employee will provide proof of the amount of time spent on jury duty or as a witness.

In the event an employee is required to serve as a court witness in a case on behalf of the Employer, such employee shall do so without loss of pay and will be compensated for all receipted parking fees, travel and per diem as per Board Policy.

ARTICLE 15 - PAID HOLIDAYS

15:01 The following shall be recognized as paid holidays and shall be paid for at the employee's regular rate subject to 15:02 below:

- New Year's Day
- First Monday in August
- Day after New Year's Day
- Labour Day
- Good Friday
- Thanksgiving Day
- Easter Monday
- Christmas Day
- Queen's Birthday
- Boxing Day
- Canada Day
- Family Day

15:02 When any of the said holidays falls on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay, or an additional day's pay.

15:03 Where an employee is required to work on any of the above paid holidays, he/she shall be compensated at the rate of one and one half (1.5) times his/her regular straight time rate

of pay. In addition, the employee will receive one (1) working day off with pay at a time mutually agreed upon.

ARTICLE 16 - EMPLOYEE BENEFIT PLAN

16:01 Full-time employees and permanent part-time employees whose regular work week is twenty-five (25) hours or more shall be entitled to benefits as outlined in the Group Insurance Plan Booklet.

- a) The Board and the CUPE 2357 agree to continue the benefits provisions as outlined in the current Group Insurance Plan Booklet of the Board. These benefits include extended health (including hospital room coverage), life, accidental death and dismemberment, vision and dental provisions.
- b) The Board agrees to pay eighty-five (85%) percent of the benefit costs. The employees agree to pay fifteen (15%) percent of the benefit costs.
- c) Part-time employees who meet the criteria specified by Ontario Legislation for eligibility for pension plans shall be given the option of joining OMERS plan. Eligible employees who decline to join the OMERS plan may only join at a later date subject to the applicable OMERS acts and regulations and may not join retroactively.

Part-time employees who regular work week is less than twenty five (25) hours shall be entitled to the following benefits:

- | | | |
|----|--|----------------------|
| a) | GROUP LIFE INSURANCE PLAN & ACCIDENTAL DEATH
(2.5 x annual earnings or \$5,000) | 85% Paid by Employer |
| b) | Extended Health Plan (Including Vision) | 85% Paid by Employer |

NOTE: It is understood that, for the purpose of this article, regular full-time employees include regular employees on active payroll employed on a ten (10) month basis and who are laid off during July and August.

16.02 The employer will continue to pay its share of the benefits for the summer month(s) in which the employee is without pay providing the employee pays his/her share. The deductions for the months of layoff shall be made in equal installments during the months of May and June.

16:03 The Employer agrees to provide to the CUPE President, a copy of the plan text for the benefits.

ARTICLE 17 - PROBATIONARY PERIOD

17:01 a) The probationary period for all newly hired employees shall be four (4) months.

b) After the completion of an employee's probationary period, his/her seniority shall be determined as per Article 18.

17:02 It is understood and agreed by the parties that probationary employees may be terminated at the sole discretion of the Employer. The probationary period of any employee may be extended for a further period of not more than sixty (60) days by mutual agreement.

ARTICLE 18 - SENIORITY

Permanent Employees

Seniority is a principle of granting preference to employees within the bargaining unit for promotion, demotion, transfer, lay-off and recalls after lay-off. Seniority shall operate on a bargaining-unit-wide basis. Seniority shall be based on the date of hire with the Employer.

18:01 All members of CUPE Local 2357 shall have their seniority counted as of the most recent date of hire as a permanent full or part-time employee in a bargaining unit position.

18:02 a) The seniority list will be posted on January 15th of each year and a copy will be sent to the Union. Any errors or discrepancies on the seniority list must be communicated in writing, within three (3) weeks of posting, to the Superintendent of Human Resources with a copy sent to the Union. The revised list shall be posted at each worksite and on the e-mail and a copy will be sent to the Union.

b) The list will include the employee's name, classification and date of hire.

c) In the event that lay-offs are required, the Board will issue an updated seniority list.

18:03 Same Seniority Date

In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tie-breaker, the seniority will be determined as follows:

i) The employee's length of service in his/her current classification.

ii) By lot drawn in the presence of the President of CUPE Local 2357 and the Superintendent of Human Resources or designate.

18:04 Seniority Outside the Bargaining Unit

The selections and promotions of employees to Board positions outside the bargaining unit are not governed by this agreement. In the event an employee is or has been promoted to any such position and is returned to a vacant position within the bargaining unit within twelve (12) months, he/she shall be credited with the seniority accrued before

the period he/she was employed outside the bargaining unit and will continue his seniority upon being re-instated to the bargaining unit.

18:05 Termination Of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident or leave of absence approved by the Employer.

An employee shall lose his/her seniority and he/she shall be considered terminated in the event that:

- i) He/she is discharged and not reinstated through the grievance or arbitration procedures
- ii) He/she resigns in writing
- iii) He/she is laid off for a period longer than eighteen (18) consecutive months
- iv) He/she retires early or at the normal retirement age

ARTICLE 19 - JOB POSTING

19:01 Staffing Vacant Positions

In the event that the Board determines a vacancy exists or creates a new bargaining unit position, the Employer shall, within ten (10) working days, post notice of such vacancy electronically. Such notice shall be posted for five (5) working days except during July and August, when it will be posted for seven (7) working days. The deadline for the final posting shall end no later than the Friday prior to the last full week before school starts. A copy will be provided to the Union. Employees who have completed their probationary period may apply for the new position or vacancy.

19.02 Notices of vacancies shall contain the following information:

- i) job title
- ii) the nature of the position
- iii) qualifications
- iv) required knowledge, education and experience relative to the position
- v) wages or salary rate or range
- vi) location
- vii) anticipated effective date, subject to revision

19:03 Within twenty (20) working days of the closing date, the Employer shall conduct interviews.

19:04 a) The parties recognize that job opportunity should increase in proportion to the length of service. Therefore, appointments, re-assignments or promotions shall be based on the following:

- i) qualifications and experience relative to the job

- ii) ability to perform the job
- iii) seniority - where qualification and ability are equal, seniority shall govern

Employees who wish to transfer laterally to the same type of position that they currently hold shall not be required to re-qualify. Should the Full Time Equivalency of the lateral transfer be increasing, a satisfactory reference shall be required from their current supervisor. "Same type of position" shall be identified as a multiple incumbent position which is described on the same job fact sheet. (i.e.: elementary office administrator). If a position has been described on another job fact sheet, the position is not a "same type of position".

- b) Vacancies shall normally be filled within ten (10) days of appointment.

19.05 Staffing Temporary Positions

- a) Regular Full Time Employees:

Regular full-time employees may be considered for temporary vacancies, where the employer and the employee agree assignment to such temporary vacancy would be beneficial. The employee would revert to his/her former position at the end of the term, unless otherwise agreed to by the Union and the Board.

- b) ECE, D.S., D.A. & S.A.A.

The Board may fill temporary vacancies that become available from September without posting. The Board may draw on candidates from either (a) above, or from a casual pool of candidates. All assignments thus filled will terminate at the end of the school year.

19:06 EA Staffing Procedure

1. Voluntary Transfer List

- a) Any Educational Assistant may submit an application for a transfer, on the Educational Assistant Transfer Request Form, to the Human Resources Officer (Non-Teaching) with a copy to the principal, at any time prior to April 15.
- b) A voluntary transfer is understood to be a request for a transfer where the Educational Assistant is forfeiting their right to stay in their current school. An Educational Assistant who has put their name forth as a voluntary transfer must accept a posted position, based on seniority, and cannot remove their name from said transfer list.

- c) Educational Assistants currently in the employ of the Board who apply for a voluntary transfer, and those Educational Assistants that have been declared surplus from their current location, shall be given priority placement in new and vacant positions prior to the placement of any new hire until the conclusion of the current transfer process.
- d) An Educational Assistant seeking to increase their FTE or an Educational Support Staff seeking to change their classification must place their name on the transfer list by April 15.
- e) Any increase in contractual status will be based on seniority as per Article 18. (For example, an employee hired in 2002 at .75 has the right to move into a 1.0 FTE prior to an employee hired in 2010, regardless of their FTE).

2. Surplus to School

- a) Where there is a reduction in the total Educational Assistant positions in a school, Educational Assistants will be declared surplus, subject to special qualifications (eg. Braille, ASL), based on their FTE status and seniority date as per Article 18.
- b) An Educational Assistant declared surplus to a school according to this Article shall be automatically placed on the transfer list. The immediate supervisor and employee shall be notified by email by the Human Resources department prior to May 15.

3. An Educational Assistant declared surplus to a school has the right of first refusal for any position at their originating school until September 1 providing he/she has the qualifications for the positions.

4. EA Job Postings

- a) Each year, Human Resources will, in consultation with the Student Services department, determine the EA allocations for the upcoming academic year and will identify the vacant Educational Assistant positions.
- b) Vacant Educational Assistant positions (postings) shall be defined as those resulting from retirements, resignations, transfers, promotions, system expansion or the creation of new Educational Assistant positions. The postings shall state the location, the nature of the position and the FTE.
- c) A list of known vacancies will be posted electronically by May 15. A copy of the vacancy, transfer and surplus lists shall be provided to the President of the

Union by this date. Positions created after May 15 will be staffed through the hiring of casual employees to these permanent positions. These positions will be posted, if they still exist, for the staffing process in the following year.

5. Process

- a) The staffing process will consist of two rounds.

Round 1:

All permanent Educational Assistants are eligible to apply to any posted vacancy and should contact Human Resources as indicated on the job posting. Employees must rank up to five (5) positions that they are interested in transferring to in order of preference. Those Educational Assistants that are surplus or on the voluntary transfer list may rank any of the vacancies that they are interested in moving to. If at the end of Round 1 they are placed, then they do not have the ability to participate in Round 2.

Round 2:

Any vacancies, including positions vacated from the first round of staffing will be filled by the placement of those employees remaining on the voluntary transfer and/or surplus list. Any remaining vacancies will be staffed by the hiring of new employees.

- b) A joint staffing committee consisting of equal representation from the Union and Board shall meet within 5 days of the closing of each round of staffing to oversee the placement of Educational Assistants into positions during the EA Staffing Process. Educational Assistants will be placed, in order of preference, as per Article 18 – Seniority.
- c) All transfers and placements will be confirmed by email to the employee and the Union by the Human Resources department.

6. Upon Completion of the EA Staffing Process

- a) Any Educational Assistants who were unsuccessful in securing a position due to lack of job opportunities will be subject to the provisions of Article 20 – Layoff/Recall.

19:07 ECE Staffing Procedure (FDK)

1. Voluntary Transfer List

- a) Any Early Childhood Educator may submit an application for a transfer, on the Early Childhood Educator Transfer Request Form, to the Human Resources Officer (Non-Teaching) with a copy to the principal, at any time prior to April 1st.
- b) A voluntary transfer is understood to be a request for a transfer where the Early Childhood Educator is forfeiting their right to stay in their current school. An Early Childhood Educator who has put their name forth as a voluntary transfer must accept a posted position, based on seniority, and cannot remove their name from the said transfer list.
- c) Early Childhood Educators currently in the employ of the Board who apply for a voluntary transfer, and those Early Childhood Educators that have been declared surplus from their current location, shall be given priority placement in new and vacant positions prior to the placement of any new hire until the conclusion of the current transfer process.

2. Surplus to School

- a) Where there is a reduction in the total Early Childhood Educator positions in a school, Early Childhood Educators will be declared surplus, subject to their seniority date as per Article 18.
- b) An Early Childhood Educator declared surplus to a school according to this Article shall be automatically placed on the transfer list. The immediate supervisor and employee shall be notified by email by the Human Resources department prior to April 30.
- c) An Early Childhood Educator declared surplus to a school has the right of first refusal for any position at their originating school until September 1.

3. ECE Job Postings

- a) Each year, Human Resources will determine the ECE allocations for the upcoming academic year and will identify the vacant Early Childhood Educator positions.
- b) Vacant Early Childhood Educator positions (postings) shall be defined as those resulting from retirements, resignations, transfers, promotions, system expansion or the creation of new Early Childhood Educator positions. The postings shall state the location.

- c) A list of known vacancies will be posted electronically by May 15. A copy of the vacancy, transfer and surplus lists shall be provided to the President of the Union by this date. Positions created after June 1 will be staffed through the hiring of casual employees to these permanent positions. These positions will be posted, if they still exist, for the staffing process in the following year.

4. Process

- a) All permanent Early Childhood Educators seeking a lateral transfer are eligible to apply to any posted vacancy and should contact Human Resources as indicated on the job posting.
- b) All transfers and placements will be confirmed by email to the employee and the Union by the Human Resources department.

5. Upon Completion of the ECE Staffing Process

- a) Any Early Childhood Educators who were unsuccessful in securing a position due to lack of job opportunities will be subject to the provisions of Article 20 – Layoff/Recall.

19:08 Trial Procedure

The successful applicant shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the trial period of sixty (60) working days.

In the event the successful applicant proves unsatisfactory in the position at any time during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage/salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned also to his/her former position at any time, wage or salary rate, without loss of seniority. Any new employee hired to fill such a vacancy and who has completed the probationary period shall be laid off unless another vacancy exists for which he/she is qualified; this employee would be subject to recall.

19:09 Office Administrators shall only be eligible to a lateral transfer during the following timeframes:

- a) End of a school year
- b) Christmas break
- c) March break
- d) Secondary Office Administrators, beginning of a semester

ARTICLE 20 - LAY OFFS AND RECALLS

- 20:01 a) A lay-off shall be defined as a reduction in the work force due to a lack of work or a reduction of hours in the normal scheduled work week, as per the Employment Standards Act.
- b) The Employer may determine and modify from time to time staff complement and to implement layoffs and recalls and to hire new employees subject to the provisions specified herein.

20:02 Advance Notice

The Employer shall notify employees who are to be laid off in accordance with the following grid:

Time in Employment	Notice Period or Pay
Less than 3 months	0 weeks
More than 3 months	2 weeks
More than 3 years	3 weeks
More than 4 years	4 weeks
More than 5 years	5 weeks
More than 6 years	6 weeks
More than 7 years	7 weeks
More than 8 years	8 weeks

Where the Employer fails to provide the above notice, payment in lieu of notice shall be given in accordance with the above grid.

- 20:03 a) In the event of a lay-off of employees becoming necessary, in any classification, this lay-off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid off in the reverse order of their seniority, in that classification, provided that the employees retained to perform the work available during a lay-off shall be the employees who have the qualifications, experience relative to the job and ability to do the work available and who are willing to perform the work required.
- b) An employee in receipt of a notice of layoff shall exercise his/her right to either of the following options in any order:
- i) displace the least senior Employee in the job classification, job level or lower job level; or
 - ii) accept the reduction in hours; or
 - iii) accept the layoff and be declared surplus

In no event can an Employee who has received a notice of layoff displace an Employee of greater seniority.

In all cases, an Employee who chooses to displace the least senior Employee must be qualified to perform the requirements of the position.

A seniority list for displacement purposes will be made available to the Union which includes name, job classification, FTE, location, seniority date and ranking.

20:04 An Employee who is or may be affected by a lay-off under this article shall indicate in writing to the Employer his/her choice within five (5) working days of receiving notice of the lay-off. The notice shall be deemed by the Employer to have been received by the Employee either on the date the notice is hand delivered or two (2) working days following the date the registered mail is sent out. In all cases an Employee shall be provided with five (5) working days in which to reply.

20:05 Surplus

- a) an employee shall be entitled to remain surplus and eligible for employment for a period of eighteen (18) months from the effective date of layoff;
- b) an employee is responsible for providing the Board with his/her most current contact information.
- c) the employee must apply to vacancies as per Article 19 - Vacancies and Job Postings in order to be considered for positions;
- d) an employee does not accrue vacation and sick leave credits;
- e) an employee may choose to maintain the benefit plan at the sole expense of the Employee.

When an Employee who is surplus accepts a temporary position, his/her rights as a surplus Employee will not be affected.

20:06 Recall from Summer Vacation

If an employee is not recalled after the summer vacation period, he/she can exercise his/her seniority rights under Article 20:04 above.

20:07 No new employee will be hired until a person who is on lay-off and who retains seniority has been given an opportunity for recall, provided that such person has the qualifications, experience relative to the job and ability to do the work in question.

20:08 Recall Procedure

Employees shall be recalled in the reverse order of their seniority.

20.09 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 21 - DISCIPLINE PROCESS

21:01 (a) Just Cause

An employee who has completed his/her probationary period can be disciplined or discharged but only for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

(b) Right To Have A Steward Present

An employee shall have the right to have his/her steward present at any meeting with supervisory personnel involving disciplinary matters. The supervisor shall notify the employee in advance of the purpose of the meeting.

21:02 Discipline Record

The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand as long as the employee has not incurred any further disciplinary action of a similar nature during this twelve (12) month period.

21:03 Documentation of a disciplinary nature shall not be placed on an employee's file without his/her prior knowledge.

21:04 Access to Personal File

Upon giving three (3) day's notice to the Human Resources Department an employee shall be allowed to review his/her personal file in the presence of a member of the Human Resources Department. The employee shall have the right to respond in writing to any document contained therein.

ARTICLE 22 - GRIEVANCE PROCEDURE

22:01 For the purpose of this agreement it is agreed that Principals are the supervisors of all school support staff.

22:02 Complaints

It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible. Both parties agree that a grievance shall not be processed until the employee has discussed the issue with his/her immediate supervisor in an attempt to

resolve the complaint. The supervisor shall reply immediately. The employee may have the assistance of a steward, if he/she so desires.

22:03 Definition of Grievance

A grievance under this Collective Agreement is defined as a complaint in writing by the Union or by an employee concerning the interpretation, application, administration or alleged violation of the terms of the collective agreement which has been dealt with pursuant to section 21:02.

22:04 The following procedure shall be adhered to in processing grievances:

STEP ONE:

The Union shall present the grievance in writing to the Superintendent of Human Resources within 10 working days of the date from which the Union became aware or ought to have become aware of the incident or circumstances giving rise to the grievance. The grievance shall contain the name of the grievor, the date upon which it was prepared, a concise statement of the nature of the complaint, the date upon which the action complained of occurred, the relevant Article and subsection of the collective agreement alleged to have been violated, the remedy sought and the signature of the grievor and/or the Union Steward. The Superintendent of Human Resources shall provide a written reply within fifteen (15) working days following receipt of the grievance.

STEP TWO:

If the grievance is not resolved at Step One, the Union may present the grievance to arbitration.

22:05 The Employer may submit a grievance to the Union within 10 working days from the date upon which the incident or circumstances giving rise to the grievance first occurred by sending the grievance to the Secretary of the Union. A meeting may be arranged between the parties to discuss the grievance. The Secretary of the Union shall reply within fifteen (15) working days of receipt of the grievance. If the grievance is not settled, the Employer may refer the grievance to an arbitration board as set out in Article 21 within ten (10) working days of the receipt of the decision. Similarly, the Union may submit a grievance, which directly affects the interest of the Union or a group of employees as a party to the collective agreement, it being understood that such grievance shall not deal with matters, which are properly the subject of an individual employee grievance. Such grievances shall be sent to Superintendent of Human Resources and the same limits and procedure will apply as for Employer grievances.

22:06 The parties agree that during the grievance process there shall be at least one meeting, initiated by either party, prior to submitting a grievance to arbitration. Failure to have a meeting does not preclude the grievance from proceeding to arbitration.

- 22:07 Grievances relating to discharge, suspension or lay off of an employee may be presented directly at Step Two of the grievance procedure within five (5) working days from the date upon which the incident or circumstances giving rise to the grievance first occurred. It is understood that the grievance shall be presented in writing and shall contain all of the information set out in Step One.
- 22:08 In the event that a complaint or grievance is not presented or processed within the prescribed time limits, it shall be deemed to have been withdrawn. Requests for an extension of timelines shall not be unreasonably denied.
- 22:09 The Employer agrees to recognize a union Grievance Committee consisting of not more than three (3) members. Payment shall be limited as specified in 22:10.
- 22:10 The grievor and his/her steward shall not suffer any loss in pay for time spent at grievance meetings with the Employer.
- 22:11 All investigation of grievances shall be conducted outside of the normal working hours.
- 22:12 In determining the time which is allowed in the various steps, Saturday, Sunday and Statutory Holidays shall be excluded.

ARTICLE 23 - ARBITRATION PROCEDURE

- 23:01 Either party may refer a grievance to arbitration providing that the grievance has been properly processed through all of the requisite steps of the grievance procedure and within the prescribed time limits subject to article 22:08.
- 23:02 The party wishing to submit the grievance to arbitration shall make such request in writing, by registered mail, containing the name of that party's nominee to the Board of Arbitration, to the other party within fifteen (15) working days after the receipt of the reply at Step Two of the grievance procedure.

The recipient of the notice shall within fifteen (15) working days inform the other party in writing by registered mail, of the name of its nominee to the Board of Arbitration. The two nominees shall within fifteen (15) working days of the appointment of the second of them, appoint a third party who shall be the chairperson of the Board of Arbitration. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within the time limits prescribed herein, the appointment shall be made in accordance with the relevant provisions of the Ontario Labour Relations Act, as amended from time to time.

- 23:03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is not a majority, the decision of the Chairperson governs.

- 23:04 No person may be appointed as a nominee or a chairperson to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 23:05 The Board of Arbitration shall not have any authority to alter, modify, change, add to or detract from any of the provisions of this collective agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the provisions of this collective agreement or to provide a remedy applicable to the time prior to the date of the filing of the grievance.
- 23:06 Each of the parties to this collective agreement will pay the fees and disbursements of its nominee to the Board of Arbitration, and will share equally the fees and disbursements of the Chairperson.
- 23:07 Any time limits set in both the Grievance and Arbitration Procedure may be extended by mutual agreement in writing.
- 23:08 Single Arbitration
- The Parties may, by written mutual agreement, appoint a single arbitrator chosen jointly to deal with any arbitration matter in lieu of an Arbitration Board.
- 23:09 Notwithstanding the procedures above, either party may request access to expedited arbitration under the Ontario Labour Relations Act as amended from time to time.

ARTICLE 24 – COMMITTEES

24:01 Joint Occupational Health and Safety Committee

The parties agree that there shall be established a Joint Occupational Health & Safety Committee (J.O.H.S.C.) to comply with the provisions of the Ontario Occupational Health & Safety Act. Members of the Joint Committee shall not suffer any loss in pay for time spent at J.O.H.S.C. meetings.

24:02 Joint Consultation Committee

- a) A committee known as the Joint Consultation Committee shall be established by the parties.
- b) The Committee shall consist of equal representation of the Employer and the Union. Additional resource persons may be invited to attend as required to deal with the specific subject matters under discussion.

- c) The Committee will have authority to make recommendations only, and it is understood that those recommendations shall not alter or modify the collective agreement and shall not be subject to the grievance procedure.
- d) The Committee shall meet at the request of either party, but not more than once per month, subject to an agreed agenda, the subject matter of which is appropriate for consideration by the JCC.
- e) Committee members shall not suffer any loss in pay for time spent at meetings of the Joint Consultation Committee. Additional resource persons will not suffer loss of pay provided they have received approval from the Superintendent of Human Resources to attend such meetings.
- f) The parties will maintain their own record of topics discussed and of action to be taken as a result of these discussions.

24:03 Return to Work Committee

- a) The parties agree that a representative from the Union will be involved in all meetings where an employee is returning from LTD or WSIB leave.

24:04 Union Bargaining Committee

- a) The Employer agrees to recognize a Union Bargaining Committee of not more than five (5) members of the Union. The Union will advise the Employer of the names of the members of the Committee.
- b) Bargaining will normally be held during regular working hours.
- c) Members of the Union Negotiating Committee shall not suffer any loss in pay or benefits for time spent at negotiation meetings with the Employer's negotiating committee.

24:05 Professional Development and Training

The Parties acknowledge 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;
- Members of the Bargaining Unit shall participate in Board-directed professional development and training.

The Ottawa Catholic School Board and CUPE 2357 have jointly agreed to a philosophy which encourages professional development for all members.

CUPE 2357 is recognized as an equal participant in the Supports Staff Professional Development Committee with proportional representation.

Professional Development opportunities shall be provided in accordance with the recommendations of the Support Staff Professional Development Committee.

24:06 Professional Development

- a) Professional development refers to an activity which is likely to be of assistance to the individual in furthering the individual's career and/or job effectiveness while being consistent with the Board's goals. The following activities shall be deemed to be part of career development:
 - i) A course given by the Employer;
 - ii) A course offered by a recognized academic institution;
 - iii) A seminar, convention or study session in a specialized field directly related to the employee's work.
- b) Upon written application by the employee to the Superintendent of Staff Development and with the approval of the immediate supervisor, professional development leave (whether offered locally or in other locations) may be granted by making application on the appropriate form entitled "Application for Funding Professional Development Activities – Administrative & Support Staff (CUPE 2357).
- c) Employees who are on career development leave at the request of the Employer shall be on leave with pay and shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- d) The Union shall be provided with a list of the names of applicants, dates of application, courses requested and final determination of candidates.

ARTICLE 25 – COMMUNICATIONS

25:01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Superintendent of Human Resources or designate and the President of the Union or designate, except as otherwise provided for in this agreement.

25:02 Bulletin Boards

The Employer will provide suitable space at each school/work locations for the posting of Union notices pertaining to elections, appointments, meetings and other functions.

25:03 Reports from the Employer

- a) The Employer agrees to provide the Union within ten (10) working days following the end of the month, with a monthly list of hiring's, terminations, resignations, layoffs, recalls, transfers, promotions, retirements and deaths within the bargaining unit.
- b) The Employer also agrees to communicate to the Union in writing positions, which become redundant in the month in which the redundancy occurs.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26:01 Pay Days

Pay day for employees in the bargaining unit shall be on the Thursday of every second week.

On each pay day, each employee shall be provided with an itemized statement of his/her wages and other supplementary pay and deductions through IMenu.

26:02 a) Experience Increments

Full and part-time employees shall receive for experience increments, on an annual basis, up to the maximum of their salary scale as follows:

- i) If their hire date or date of promotion is the 15th of the month or prior to the 15th of the month, the experience increment date shall be the 1st of that month.
 - ii) If their hire date or date of promotion is after the 15th of the month, the experience increment date shall be the 1st of the next month.
- b) A person hired into a bargaining unit position shall normally be placed at the start rate for his/her pay grade.

26:03 Rate of Pay on Promotion or Reclassification

An employee promoted or reclassified to a higher paying position shall be paid at a higher rate of salary than his/her previous rate effective upon assignment.

26:04 Acting Pay

- a) Where an employee is required, in writing, by the Employer to perform the majority of the duties of a higher position within the bargaining unit classification on an

acting basis for a period of ten (10) or more consecutive working days, he/she shall be paid acting pay calculated from the date of appointment to the higher classification level as if he/she had been appointed to that higher classification level for the period in which he/she acts.

- b) When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

26:05 Travel Allowance

- a) Itinerant Staff and LTST's who are authorized to use their vehicle in order to perform work on behalf of the Board, shall be paid mileage from their home base, which shall be deemed to be the Board office (CEC building), to their assigned work location and return if required. Mileage shall be paid in accordance with the rate established by the Board.
- b) ECE/EDP who are authorized to use a vehicle in order to perform work on behalf of the Board excluding travel to and from their place of work may claim mileage in accordance with the rate established by the Board.
- c) Existing staff who are involuntarily assigned to two (2) work locations shall be reimbursed for one (1) way travel to the second location and travel time shall be considered to be time worked.
- d) Employees who are required to attend workshops and training sessions outside the jurisdiction of the Board will be compensated for travel.
- e) No employees will be required to transport students in their personal vehicle.

26:06 Taxi Allowance

When an employee works beyond 9:00 p.m. on approved overtime, he/she shall be reimbursed for taxi fare from the place of work to the employee residence to a maximum of \$25.00.

ARTICLE 27 - JOB SECURITY

- 27:01 In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no lay-off or any reduction of salary of present employees, as a result of contracting out.
- 27:02 Volunteers may be used to enhance the services provided by the Board. Further, they will not be used to reduce the staff assigned to each school nor shall they be used to take work away from members of the bargaining unit.

ARTICLE 28 - NO STRIKES OR LOCKOUTS

28:01 The Union and the employees agree that there shall be no strikes, as defined in the Ontario Labour Relations Act, during the term of this collective agreement. Similarly, the Employer agrees that there shall be no lockouts, as defined in the Ontario Labour Relations Act, during the term of this collective agreement.

ARTICLE 29 – GENERAL

29:01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and his/her rights and obligations under it. For this reason, the Employer shall make the agreement available electronically.

29:02 Personal Services

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee and shall not include personal services for a supervisor.

ARTICLE 30 - TERMS OF AGREEMENT

30:01 Duration

This agreement shall be binding and remain in effect from September 1, 2014 up to August 31, 2017 and shall continue from year to year thereafter, unless either party gives notice in writing that it desires its termination or amendment.

30:02 Notice to Bargain

Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party. Within thirty (30) working days of receipt of such notice by one party, or at such time as mutually agreed upon, the other party is required to enter into negotiations for a new agreement. The parties agree to exchange their proposals on or before the first meeting date.

30:03 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this contract. Such changes shall form part of the collective agreement and are subject to grievance and arbitration procedures. Such changes shall not take effect until ratified by the parties.

30:04 Retroactivity

All changes in the new Agreement shall be effective on the date of signing, unless otherwise specified.

ARTICLE 31 - TECHNOLOGICAL CHANGE

- 31:01 In this Article “Technological Change” means the introduction by the Employer of equipment or material of a different nature than that previously utilized that will result in major changes in the employment status or working conditions of Union members.
- 31:02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employers operations. Where technological change is to be implemented, the Employer will seek reasonable ways and means of minimizing adverse effects on employees which might result from such change.
- 31:03 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days written notice to the Union of the introduction or implementation of technological change.
- 31:04 As soon as reasonably practicable after notice is given under clause 31:03, the Employer shall discuss with the Union the anticipated effects of the technological change referred to in clause 31:01 on each group of employees. Such discussions will include, but not necessarily be limited to, the following:
- a) the nature and degree of change;
 - b) the anticipated date or dates on which the Employer plans to effect change;
 - c) the location or locations involved;
 - d) the approximate number, class and location of employees likely to be affected by the change;
 - e) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 31:05 a) When, as a result of technological change, it is determined by the Employer that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will provide the necessary training at no cost to the employee. The parties recognize that it may not be possible to retrain employees in all cases of technological change. If after a period of six months in the new position, the employee is unable to perform the duties required for that position, the Employer shall endeavour to place the employee in an alternative position for which the employee is deemed to be qualified and capable to perform the job.

- b) When, as a result of technological change, it is determined by the Employer that an employee is not suitable for retraining or that a job will cease to exist, the following shall apply:
 - i) the employee shall be placed in suitable alternative employment, if available, or
 - ii) the provisions of Article 20 shall apply.

ARTICLE 32 – JOB DESCRIPTIONS/JOB EVALUATIONS

32:01 The employer agrees to draw up and maintain on file, job descriptions for all positions for which the Union is the bargaining agent. Copies will be provided to the union.

Furthermore, on a go forward basis the Employer will provide the Union with a highlighted copy of all changes that have occurred since the last description was sent.

32.02 When a new job is created or substantially changed and it has been referred to the joint job evaluation committee for review and action and when the committee is unable to reach consensus, the position in dispute shall be referred to the job evaluation consultants as appointed by each party. The two consultants shall consider the issue and bring forward a recommendation for the consideration and action of the committee.

ARTICLE 33 - JOB CREATIONS PROGRAM

33:01 The Board agrees to notify the Union of any Job Creation program that it intends to implement which impacts the bargaining unit membership. The Employer shall notify the Union of the terms and conditions of the Job Creation program and shall ensure that Union dues are deducted as applicable.

ARTICLE 34 - SALARY GRID

Salary grid for September 1, 2014 to August 31, 2017.

LEVEL	POSITION TITLE
1	Receptionist
2	
3	Clerk - Accounts Payable, Accounts Receivable, Benefits, Finance, Maintenance, Payroll, Print/Mailroom, Continuing Education LBS (1 10 month) ESL Assistant Office Administrator - .5 Elementary Admin Assistant – Student Success Dept. (includes: Early Learning Services, Educational Programs, Leading & Learning) Planning & Facilities (includes: Coordinator, Manager, Community Use of Schools, Planning) Learning Technology Continuing & Community Ed. (includes: Principal; and Adult High School, ESL Adult Schools) Spec. Ed. & Student Services Finance & Admin Dept. (Purchasing)
4A	Clerk - Continuing Education, Cost Control Office Administrator – 11 or 12 Month Secondary Administrative Assistant – Principal, Spec. Ed & Student Services – ESL & Credit Program, Continuing Education-St. Nicholas – Maintenance and Operations – On-line Technical Support Administrator – St. Nicholas – Leading & Learning – Maintenance & Operations
4B	Educational Assistant Intervenor Special Assignment Assistant
5	Developmental Assistant Office Administrator - Elementary - Intermediate Schools - Guidance- Student Services (Secondary) Clerk - General Accounting, Senior Payroll Itinerant Educational Assistant (Autism; Behaviour) (Speech & Language) (SEL) Library Technician - Elementary - High School Admin Assistant Cont. & Comm. Ed. (Credit Program)
6	Communication Assistant Client Support Specialist Senior Office Administrator – Adult HS – Secondary Schools Learning Technology System Technician Interpreter LAN Support Specialist Pension Administrator Clerk - Senior Accounting, Senior Finance
7	Developmental Specialist

September 1, 2016 to January 31, 2017

LEVEL	MTHS	STEP 1		STEP 2		STEP 3	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
1	12	19.801	36160	20.632	37677	21.497	39257
	11	19.801	32573	20.632	33940	21.497	35363
	10	19.801	29801	20.632	31051	21.497	32353
2	12	21.262	38828	22.153	40455	23.084	42155
	11	21.262	34976	22.153	36442	23.084	37973
	10	21.262	31999	22.153	33340	23.084	34741
3	12	22.031	40232	22.956	41921	23.920	43682
	11	22.031	36241	22.956	37763	23.920	39348
	10	22.031	33157	22.956	34549	23.920	36000
4	12	23.884	43616	24.888	45449	25.934	47360
	11	23.884	39289	24.888	40941	25.934	42661
	10	23.884	35945	24.888	37456	25.934	39031
4B	10	25.294	38067	26.297	39577	27.344	41153
5	12	25.492	46552	26.562	48506	27.677	50543
	11	25.492	41934	26.562	43694	27.677	45529
	10	25.492	38365	26.562	39976	27.677	41654
6	12	29.879	54564	31.132	56852	32.438	59237
	11	29.879	49151	31.132	51212	32.438	53361
	10	29.879	44968	31.132	46854	32.438	48819
7	12	30.723	56105	32.012	58459	33.356	60913
	11	30.723	50539	32.012	52660	33.356	54871
	10	30.723	46238	32.012	48178	33.356	50201

EARLY CHILDHOOD EDUCATORS

Grid Step	MTHS	HOURLY	ANNUAL
Letter of Permission	10	18.725	28181
Qualified 0 years experience	10	20.291	30538
Qualified 1 years experience	10	21.846	32878
Qualified 2 years experience	10	23.412	35235
Qualified 3 years experience	10	24.967	37575
Qualified 4+ years experience	10	26.533	39932

February 1, 2017 to August 31, 2017

LEVEL	MTHS	STEP 1	ANNUAL	STEP 2	ANNUAL	STEP 3	ANNUAL
		HOURLY		HOURLY		HOURLY	
1	12	19.900	36341	20.735	37865	21.604	39452
	11	19.900	32736	20.735	34109	21.604	35539
	10	19.900	29950	20.735	31206	21.604	32514
2	12	21.368	39021	22.264	40658	23.199	42365
	11	21.368	35150	22.264	36624	23.199	38162
	10	21.368	32159	22.264	33507	23.199	34914
3	12	22.141	40433	23.071	42131	24.040	43901
	11	22.141	36422	23.071	37952	24.040	39546
	10	22.141	33322	23.071	34722	24.040	36180
4	12	24.003	43833	25.012	45676	26.064	47597
	11	24.003	39485	25.012	41145	26.064	42875
	10	24.003	36125	25.012	37643	26.064	39226
4B	10	25.420	38257	26.428	39774	27.481	41359
5	12	25.619	46784	26.695	48749	27.815	50795
	11	25.619	42143	26.695	43913	27.815	45756
	10	25.619	38557	26.695	40176	27.815	41862
6	12	30.028	54836	31.288	57137	32.600	59533
	11	30.028	49396	31.288	51469	32.600	53627
	10	30.028	45192	31.288	47088	32.600	49063
7	12	30.877	56386	32.172	58751	33.523	61218
	11	30.877	50793	32.172	52923	33.523	55145
	10	30.877	46470	32.172	48419	33.523	50452

EARLY CHILDHOOD EDUCATORS

Grid Step	MTHS	HOURLY	ANNUAL
Letter of Permission	10	18.819	28323
Qualified 0 years experience	10	20.392	30690
Qualified 1 years experience	10	21.955	33042
Qualified 2 years experience	10	23.529	35411
Qualified 3 years experience	10	25.092	37763
Qualified 4+ years experience	10	26.666	40132

ARTICLE 35- MEDICAL PROCEDURES

- 35:01 An Employee providing medical procedures as a function contained within the core duties of their job description shall do so in accordance with the Ministry of Education directives, Policy Program Memorandum (PPM) 81 or subsequent revisions.
- 35:02 No Employee shall perform any medical or physical procedure, health support service or personal care that might in any way endanger, pose a risk of injury, or liability for negligence to the Employee.
- 35:03 Where possible, the Board will secure training for Employees who are required to perform medical procedures. In addition, protocols will be developed to support Employees in the performance of medical procedures.
- 35:04 Where possible, an Employee has the right to be accompanied by another employee when performing medical procedures.

LETTER OF UNDERSTANDING

Sick Leave Gratuity (former Ottawa Sector Employees Grandparented)

The Board and the Union agree that former Ottawa Roman Catholic School Board CUPE Local 2357 members whose employment was transferred to the Ottawa Catholic District School Board as of January 1, 1998, and who had an entitlement for a sick leave gratuity in accordance with the CUPE Local 2357 Collective Agreement will continue to be eligible for the payment of such sick leave gratuity in accordance with the terms outlined in the CUPE Local 2357 Collective Agreement for the period of January 1, 1996 to December 31, 1997 and the Memorandum of Agreement on Sick Leave Gratuity of December 15, 1997.

It is understood by both parties that the sick leave gratuity shall apply only to the following employee: Joanne Laframboise.

LETTER OF UNDERSTANDING

Elementary Library Technicians Supervision

It is understood that every effort will be made by elementary schools to use their Library Technicians for supervision purposes outside of the Learning Commons, only in situations where the safety of the students is an issue.

LETTER OF UNDERSTANDING

Amalgamation

In the event that the Ottawa Catholic District School Board amalgamates with any other School Board, the Ottawa Catholic District School Board will make every reasonable effort to secure continued employment for CUPE 2357 staff, who were in its employ at the time of amalgamation, on terms and conditions of employment which are as similar as possible to those existing prior to amalgamation.

The Board will meet with the Union to discuss any proposed mergers.

LETTER OF UNDERSTANDING

Early Childhood Educators

The parties hereby recognize that the full-day Kindergarten program is mandated and controlled by the Ministry of Education.

Whereas the Union is the bargaining agent for Early Childhood Educators, the parties hereby recognize that the following terms and conditions shall apply to their employment with the Board for the period September 1, 2014 to August 31, 2017:

The grid and rate of pay, as determined by the Ministry is as follows:

September 1, 2016 to January 31, 2017

Grid Step	MTHS	HOURLY	ANNUAL
Letter of Permission	10	18.725	28181
Qualified 0 years experience	10	20.291	30538
Qualified 1 years experience	10	21.846	32878
Qualified 2 years experience	10	23.412	35235
Qualified 3 years experience	10	24.967	37575
Qualified 4+ years experience	10	26.533	39932

February 1, 2017 to August 31, 2017

Grid Step	MTHS	HOURLY	ANNUAL
Letter of Permission	10	18.819	28323
Qualified 0 years experience	10	20.392	30690
Qualified 1 years experience	10	21.955	33042
Qualified 2 years experience	10	23.529	35411
Qualified 3 years experience	10	25.092	37763
Qualified 4+ years experience	10	26.666	40132

As the above grid and rates of pay set by the Ministry of Education are outside of the collective agreement, and the job description has been created in accordance with the duties required by the Ministry, the parties agree that for the remainder of the term of the collective agreement, articles 32:01 and 32:02 will not apply.

Should the full-day Kindergarten program no longer exist, the Board will give past service recognition to any bargaining unit employee who held a permanent position prior to September 1, 2010. Employees will be eligible to return to a comparable position in their respective job classification, based on seniority.

The parties agree that matters arising regarding this Memorandum of Agreement or any matters pertaining to the implementation of the full-day Kindergarten program will be discussed at Joint Consultation Committee meetings.

LETTER OF UNDERSTANDING

Elementary Office Administrator Support

The parties agree to implement a pilot for additional hours of support for Office Administrators. The hours shall be assigned as follows:

<u>School Enrollment</u>	<u>Additional Hours of Support</u>
0-200	6 hours per week
201-375	9 hours per week
376-550	15 hours per week
551-749	20 hours per week
749+	35 hours per week

The recommended model would be to bring in casual support over the lunch hour for a 3-hour period. For example, a school with 376-550 students would book a regular casual OA from 11:00 – 2:00 p.m. daily if needed. In consultation with the OA, other arrangements can be made, for example, having someone come in one day a week for 6 hours in a school with a population of less than 200.

The purpose of this pilot project is to address many identified needs that have come from OA and Principal input. The use will vary by school but here are some possible uses:

- Allow the OA to have lunch with colleagues and not require student or Principal coverage of the office during that time period
- Allow the OA to take a block of time to be away from the front desk to attend to tasks that are best accomplished without interruption, ie. Processing and reconciling deposits, orders, etc.
- Allow the OA or the casual to have time each week to dedicate to school communications such as the school website, social media posts, electronic newsletters
- Allow the OA to meet with another OA at their school to review procedures and provide or receive coaching
- Allow the OA or the casual to have dedicated time to address transportation issues such as seat availability
- Allow the OA to have dedicated time to work on Ministry reports or to obtain assistance in working on ministry reports
- Allow the OA to meet with central staff for professional development and to obtain additional training in areas such as technology, online payments, etc.

If the additional support is not needed on a weekly basis, then the hours can be banked for use at a later time. Unused hours will be made available to other schools that may have unique demands or issues that require additional support.

The new pilot replaces all of the other supports that were in place. The funding from the other supports will be built-in to the new model of support for schools.

Only OAs that are on the Board casual OA list and who have submitted all of their paperwork for employment can be called in for support. Principals have discretion to call in anyone from this list. The Principal can assign the casual office administrator to any task that would normally fall under the role of an office administrator.

The pilot will be reviewed by the end of June 2017. Any continuation of the pilot would require the support of both parties.

The parties agree that this pilot will be implemented upon the signing of this Letter of Understanding.

LETTER OF UNDERSTANDING

Lateral Transfer

A lateral transfer within the meaning of article 19:04 shall be defined as a transfer within a job classification and at the same equivalency (ie: .25 FTE to .25 FTE; .5 FTE to .5 FTE; .75 FTE to .75 FTE; 1.0 FTE to 1.0 FTE).

In order to provide opportunity to members within the bargaining unit but in the same classification, if a position becomes available and the members within that job classification requesting the lateral transfer have the same equivalency of their current position, based on seniority, they may be laterally transferred to that position.

In order to provide opportunity to members within the bargaining unit but in a different classification, if the member has the required qualifications, the successful candidate will be determined based on the criteria outlined in Article 19 – Job Posting.

LETTER OF UNDERSTANDING

Maintenance of Pay Equity

The parties agree to meet within 90 days of ratification to have meaningful discussions around the Employers obligations under maintenance provisions of the Pay Equity legislation as per the Ontario Pay Equity Act (1988).

The Parties will meet during the month of November each year, for the purpose of maintaining Pay Equity unless another date is mutually agreed.

All aspects of Pay Equity Maintenance will be done by a joint committee comprised of union and board representatives.

LETTER OF UNDERSTANDING

OMERS Pension Contributory Earnings

The Board will continue to follow the regulations and guidelines as provided to us by the OMERS Pension Plan.

The parties will continue to be bound by any and all amendments to the OMERS pension plan.

LETTER OF UNDERSTANDING

Use of Part-time Educational Assistants

In the annual staffing exercise, the Board will staff schools first with full-time Educational Assistants (EAs). For any remaining part-time FTE allocations, the Board may assign part-time EAs.

For example, a school with an allocation of 3 FTE will be staffed with three 1.0 FTE EAs. If a school has an allocation of 1.75 FTE, there will be the need to use a 1.0 FTE and a .75 FTE.

The Board will only create EA allocations in a school that result in two (2) positions of less than 1.0 FTE in exceptional circumstances. For clarity, a school allocation may end in .25 but no EA FTE at the school will be a .25. This shall not result in a decrease in the number of 1.0 FTE Educational Assistants.

The parties agree that the ratio of .75 FTE to 1.0 FTE positions shall never exceed 28% which represents the current ratio ie:(no more than 28 positions per 100 1.0FTE)

This Letter of Understanding will be implemented for the staffing exercise for the 2016-2017 school year.

LETTER OF UNDERSTANDING

Extended Day ECEs

The parties agree that for the duration of the current CUPE 2357 collective agreement, the following variances will apply to the Extended Day ECE's.

Hours of Work

- a) The regular work day shall not commence before 6:30 a.m., and finish no later than 6:30 p.m.
- b) A full day shall be considered 7 hours in length and a half day shall be considered 4.5 hours in length.
- c) A full day will consist of a split, except when a program located is running on a PD Day, school holiday or during the summer months.

Break Periods

- a) Employees working continuously for a period of three and one half (3.5) hours will be entitled to a fifteen (15) minute rest period.

Work Year

- a) All extended day programs operate ten (10) months per year. On a site by site basis, locations may operate during the summer months.
- b) Where the Extended Day program operates on a PD day and/or school holiday, Extended Day ECE’s shall be required to work. Where the enrollment at a program location does not require staff to work and/or the program is not running on said days, annual leave shall be taken.
- c) Staff will be given at least two weeks’ notice should an extended day program not be running during a PD day and/or school holiday.

Staffing Procedure for July and August and during program closures

- a) Permanent Extended Day ECE staff assigned to a program location shall have first right of refusal to work throughout the summer months at their regular program location.
- b) Should a vacancy become available in a program location, all permanent Extended Day ECE staff will have the right to apply for the vacancy. Positions will be filled by seniority.
- c) Should a program location not be open during a PD day and/or school holiday, permanent Extended Day ECE staff will have the first right of refusal to available hours within a different program location.

Salary Scale

September 1, 2016 to January 31, 2017

Grid Step	MTHS	HOURLY	ANNUAL
Letter of Permission	10	18.725	28181
Qualified 0 years experience	10	20.291	30538
Qualified 1 years experience	10	21.846	32878
Qualified 2 years experience	10	23.412	35235
Qualified 3 years experience	10	24.967	37575
Qualified 4+ years experience	10	26.533	39932

February 1, 2017 to August 31, 2017

Grid Step	MTHS	HOURLY	ANNUAL
Letter of Permission	10	18.819	28323
Qualified 0 years experience	10	20.392	30690
Qualified 1 years experience	10	21.955	33042
Qualified 2 years experience	10	23.529	35411
Qualified 3 years experience	10	25.092	37763
Qualified 4+ years experience	10	26.666	40132

All other articles of the CUPE 2357 Agreement shall apply.

LETTER OF UNDERSTANDING

Article 19:06 -Transfer Process Pilot (EAs)

The parties agree to implement a Transfer Process Pilot for Educational Assistants (Article 19:06). This pilot will be in effect for the 2016-2017 transfer process. A committee with equal representation from both parties will be struck to review the pilot by November 30th, 2016. Any continuance of the pilot project would require the support of both parties. Should the committee fail to finalize the review or fail to agree on a transfer process prior to the start of the established timelines as currently outlined in Article 19:06, the current language will remain. The parties agree that this Transfer Process Pilot may be implemented upon the signing of this Letter of Understanding.

LETTER OF UNDERSTANDING

Casual Seniority

A seniority list for casual employees shall be established by date of hire. This letter of understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING

Absence Reporting (ECE-EDP)

Within 90 days of ratification of the agreement, a working group will be established consisting of equal representation from both parties to review the process for absence reporting for ECE-EDP's.

LETTER OF UNDERSTANDING

Staffing of McHugh Programs

The parties agree that educational assistant vacancies in the McHugh program do not follow the regular transfer process. This is in recognition of this system position being associated with two school Boards and serving students of both the Ottawa Catholic School Board and the Ottawa Carleton District School Board.

McHugh positions are system positions that may result in the movement of staff from one location to another over the course of the school year, based on program and student needs.

The parties agree that when a vacancy becomes known, the Human Resources Department would post an expression of interest to the system. Positions will be posted on the Board intranet.

All applicants will be considered and qualified applicants will be interviewed based on seniority. Unsuccessful applicants may request a debrief. If the position is not offered to any of the interviewed permanent employees, then the position will be filled with a casual employee.

The selected educational assistant would be hired on a one-year term and their position at their home will be held for them, with a casual staff member replacing them for year one.

After year one the educational assistant would have the option of returning to their home school pending regular surplus determination.

If the educational assistant chooses to remain at McHugh, they give up their home school position, which becomes a vacancy and is now filled by a permanent educational assistant as per the regular transfer process.

Any educational assistant working in a McHugh program may participate in the yearly transfer process to obtain a position at another school.