

COLLECTIVE AGREEMENT

between

**The St. Clair Catholic District School Board
(hereinafter called the “Employer”)**



**ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD**
Lighting the Way ~ Rejoicing in Our Journey

and



**The Canadian Union of Public Employees, Local 4168
(hereinafter called the “Union”)**

September 1, 2019 to August 31, 2022

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September 1, 2019 to August 31, 2022

PART A – CENTRAL TERMS

Between

Council of Trustee Associations (CTA)

And

The Crown

And

Canadian Union of Public Employees (CUPE)

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

- a) There shall be established a Central Dispute Resolution Committee (“The Committee”), which shall be composed of equal representation of up to four (4) representatives each of the employer

bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.

- b) The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c) A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d) For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a) Dispute Resolution

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

- b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

- b) The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

- a) Notice of the dispute shall include the following:
 - i. Any central provision of the collective agreement alleged to have been violated.
 - ii. The provision of any statute, regulation, policy, guideline, or directive at issue.

- iii. A comprehensive statement of any relevant facts.
- iv. The remedy requested.

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #10. Arbitrators on the list will be used in rotation, based on availability, for the 2019-2022 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.

- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
- i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.
- b) Funding amounts:
- September 1, 2019: 1% (\$5,544.01 per FTE)
 - September 1, 2020: 1% (\$5,599.45 per FTE)
 - September 1, 2021: 1% (\$5,655.45 per FTE)

Funding will be made retroactive to September 1, 2019.

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

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

leave and short-term leave and disability plans.

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

days can be used to top-up salary under the short-term disability leave.

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

I) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

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

| | | | | |
|--|--|--|---|--|
| General Nature of Illness* (<i>please do not include diagnosis</i>): | | | | |
| Date of Assessment: dd mm yyyy | | No limitations and/or restrictions <input type="checkbox"/> | | |
| | | Return to work date: dd mm yyyy | | |
| For limitations and restrictions, please complete Part 2. | | | | |
| Health Care Professional, please complete the confirmation and attestation in Part 3 | | | | |
| PART 2 – Physical and/or Cognitive Abilities | | | | |
| Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>) | | | | |
| PHYSICAL (if applicable) | | | | |
| Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>specify</i>): | Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>specify</i>): | Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>specify</i>): | Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>): | |
| Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>): | Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>specify</i>): | <input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): | | |
| <input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>): | <input type="checkbox"/> Work at or above shoulder activity: | <input type="checkbox"/> Chemical exposure to: | Travel to Work: Ability to use public transit _____ Ability to drive car _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| COGNITIVE (if applicable) | | | | |
| Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | |
| Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments: | |

| | |
|---|--|
| Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>). | |
| Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions: | |
| Health Care Professional: The following information should be completed by the Health Care Professional | |
| From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent | Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours | Start Date: dd mm yyyy |
| Is the patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No | |
| If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions. <input type="checkbox"/> Patient is capable of returning to work with restrictions. (Complete Part 2) <input type="checkbox"/> I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time. | |
| Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy | |
| PART 3 – Confirmation and Attestation | |
| Health Care Professional: The following information should be completed by the Health Care Professional | |
| I confirm all of the information provided in this attestation is accurate and complete: <input type="checkbox"/> | |
| Completing Health Care Professional Name: (Please Print) | _____ |
| Date: | _____ |
| Telephone Number: | _____ |
| Signature: | _____ |

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

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall

govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

- b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
- a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
7. This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

Re: Education Worker Protection Fund

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

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

APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;

- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

Topics the training program will address are the following:

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

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent CUPE represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and that the day will not be designated as Sulp. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training. A joint evaluation will be conducted through the Central Labour Relations Committee by June 30, 2021 and adjustments made as agreed. It is understood that additional evaluations and adjustments may occur as the program continues.

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter “CUPE”)

AND

The Council of Trustees’ Associations

(Hereinafter the “CTA/CAE”)

Re: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Expedited Arbitration

The parties further agree to discuss the possibility of an expedited arbitration pilot project at the first

scheduled meeting of the Central Labour Relations Committee post central ratification.
This Letter of Agreement expires August 31, 2022.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement,

and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data

- and administrative requirements.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Boards.
- 4.1.5 Where there are active grievance 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;

list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

Historical Appendix of Central Terms – For Reference Only

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

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

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

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

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board’s annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers’ and employees’ premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or

- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

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

- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
 - a. The trustees' selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - 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 (which follows).
- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the

Trust Plan Administrator within one week of the change occurring.

10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12-month period.

11.4.0 Within thirty (30) days following a request by the Trustees, a Board shall permit a chartered professional accountant acting on the Trustees' behalf to carry out an inspection, audit or examination of the books of account, documents, payrolls, records, and other materials relating directly to its participation in this Trust.

12.0.0 CLAIMS SUPPORT

12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

13.0.0 PRIVACY

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

September 1, 2019 to August 31, 2022

PART B – LOCAL AGREEMENT

Between

St. Clair Catholic District School Board

And

The Crown

And

Canadian Union of Public Employees (CUPE), Local 4168

ARTICLE L01 - PREAMBLE

L01.01 Whereas it is the desire of the parties to establish and maintain a co-operative and harmonious working relationship between the Board and the members of C.U.P.E. bargaining unit and whereas it is the desire of the parties to provide the highest quality of service, the parties recognize the value of joint discussions and negotiations in all matters pertaining to the terms and conditions of employment which encourages efficiency in operations and promotes the well-being of all parties.

L01.02 Therefore, the parties agree as follows:

ARTICLE L02 - DEFINITIONS

L02.01 **Actively Employed** – an employee who reports to the Board for work or any other such location as may be required by the Board, on vacation or on an approved paid leave of absence.

L02.02 **Board** – means the St. Clair Catholic District School Board.

L02.03 **Board Sanctioned Business** – authorized Board approved business which has been authorized by management.

L02.04 **Business Day** – Monday through Friday, excluding Saturday, Sunday and holidays.

L02.05 **Date of Hire** – first day worked either as a Permanent Full-Time employee or Permanent Part-Time employee or as a Temporary employee or a Casual employee.

L02.06 **Employee** – means a person covered by this collective agreement employed by the St. Clair Catholic District School Board and who has completed their probationary period.

L02.07 **Casual Employee** – a person who is hired by the Board on an occasional basis to supplement existing employees for special projects or during periods of heavy workload.

L02.08 **Permanent Full-Time Employee** – a person hired by the Board to be employed on a continual basis to work no less than 30 hours per week.

L02.09 **Permanent Part-Time Employee** – a person hired by the Board to be employed on a continual basis to work less than 30 hours per week.

L02.10 **Temporary Employee** – means a person hired for a position that has a specific start and end date.

L02.11 **Seniority Date** – means the first day worked on a permanent full-time or permanent part-time position upon completion of the probationary period as outlined in Article L14.02. Also, in the case of a Temporary Employee or Casual Employee Seniority Date will be in accordance with Article L14.11 or predecessor plans.

L02.12 **Union** – Canadian Union of Public Employees, Local 4168, (C.U.P.E.).

L02.13 **Vacancy** – means a position that is declared vacant by reason of the establishment of a new position within the bargaining unit, an employee's retirement, resignation, termination, death or any leave of absence greater than twenty-four (24) months.

L02.14 **Temporary Vacancy** – any positions available as a result of any leave of absence for a period of less than twenty-four (24) months. It is understood where funding is temporary that any new position shall be for a period of up to 12 months.

L02.15 **Vacation Service Date** – means the first day worked on a permanent full-time or permanent part-time position.

ARTICLE L03 - MANAGEMENT RIGHTS

L03.01 The right to manage the school system and direct employees is exclusively vested in the Board, subject only to the Statutes and Regulations of the province of Ontario and the qualifications and limitations set out in this collective agreement. All rights not expressly granted to the bargaining unit or its members through this collective agreement remain exclusively vested in the Board.

L03.02 Without limiting the foregoing, the management rights of the Board include, but are not limited to, the right to:

- determine complement, hire, transfer, layoff and recall employees;
- retire employees in accordance with Board policy;
- direct, discipline, demote or discharge probationary and permanent employees for just cause;
- direct, discipline, demote or discharge Temporary employees and Casual employees at the sole discretion of the Board;
- classify, evaluate, or promote employees;
- determine job content, standards of performance and qualifications;
- determine shut down periods;
- establish policies and procedures to be followed by employees;
- evaluate its operations;
- determine the hourly and daily schedule of work, the assignment of work, the allocation of work hours, the methods of work and the equipment and materials to be used.

L03.03 The Board agrees that it shall neither exercise its management rights nor administer this Agreement in bad faith. The Board's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of his/her employment, except through just cause.

L03.04 The exercise or non-exercise of any rights hereby retained by either party shall not be deemed to be a waiver of such right or a waiver to exercise such rights in some other way in the future.

ARTICLE L04 - RECOGNITION

L04.01 (a) The Board recognizes the Canadian Union of Public Employees as the sole bargaining agent for all employees of the St. Clair Catholic District School Board, save and except supervisors, persons above the rank of supervisor, principals, vice-principals, human resource staff acting in a confidential capacity as relates to labour relations, lunch hour supervisors, chaplains, executive and administrative assistants, executive secretaries, secretaries to the department managers, business officers, security guards, teachers and occasional teachers as defined under the Education Quality Improvement Act, 1997 and professional student services personnel.

L04.01 (b) For the purpose of clarity, business officers include financial officers, assessment officers, purchasing officers, systems officers, maintenance officers or such other equivalent positions.

ARTICLE L05 - RIGHT OF FAIR REPRESENTATION

L05.01 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and the Board shall have the right at any time to have the assistance of outside representatives during all dealings or negotiations.

ARTICLE L06 - UNION SECURITY

L06.01 (a) All current employees will be members of the Union. All new employees shall become Union members as of their first day of employment.

L06.01 (b) The Board and the Union each agree that there will be no intimidation, interference, restraint or coercion exercised or practiced by either party or their representatives or members, because of an employee's activity or non-activity in the Union.

L06.02 No employee shall be required or permitted to make a written or verbal agreement with the Board or the Union, which may conflict with the terms of this Agreement. In respect of employees covered by this Agreement, the Board shall not recognize during the current life of this Agreement any other bargaining agent in respect of any matters herein dealt with.

ARTICLE L07 - CHECK-OFF UNION DUES

- L07.01 The Board agrees to deduct from employee, any dues, fees or assessments levied in accordance with the Union. Where the deduction amount is required to change, the Board will be given at least forty (40) calendar days notice.
- L07.02 Deductions shall be made from each pay and a summary of the deductions shall be forwarded to the Secretary-Treasurer of the Union within ten (10) calendar days following the end of the month in which deductions are taken. The summary shall be an electronic spread sheet which will include all employees' names, employment status (i.e. such as full-time, part-time, temporary or casual), job classification/title, regular earnings, hours worked, and dues deducted. The summary will also show the bargaining unit gross regular wages.
- L07.03 The amount of Union dues paid by each employee in the previous year shall be reported on the employee's T4 Statement of Remuneration Paid.
- L07.04 The Union shall indemnify and save the Board harmless for any claims, suits, judgments, attachments and from other forms of liability as a result of the Board making any deductions in accordance with the foregoing, and the Union will make refunds directly to all employees from whom a wrongful deduction was made.

ARTICLE L08 - THE BOARD SHALL ACQUAINT NEW EMPLOYEES

- L08.01 The Board agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Article 6 and 7 dealing with Union Security and Check-off Union Dues. New employees shall be presented with a copy of the Agreement by the Board on commencement of employment and a list of the Union Executive and Stewards as provided by the Union.
- L08.02 New Employee Orientation
- L08.02 (a) During the Board's staff orientation session held in September of each year, the Union will be provided an hour following such session to make a presentation about membership to the Union. The Union will provide the Board with copies of materials used in such session.
- L08.02 (b) For new employees who were not in attendance at the above orientation session in September, the Union President or designate will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for the new employee.

ARTICLE L09 - CORRESPONDENCE

- L09.01 All correspondence between the parties arising out of the interpretation and application of this Agreement, or incidental thereto, shall pass to and from the senior administrator in human resource services and/or designate and the Recording Secretary of the Union.
- L09.02 Any reports or recommendations about to be made to the Board dealing with matters of policy which affect employees within this bargaining unit shall be communicated by the Board to the Union to afford the Union an opportunity to provide input.
- L09.03 The Board agrees to post a copy of the minutes after each Board meeting on the Board's website in addition; the Board will supply the Union with updates and/or revisions to the Board policies and procedures.
- L09.04 It is further agreed that Board equipment such as telephones, fax, copiers and computers will not be used to conduct Union business during the employee's scheduled working hours.
- L09.05 The Board agrees to supply the Union President or designate by November 30 of each year, with a list of bargaining unit members, including work site(s), job title/classification, home address and telephone number (home and/or cellular), email address.
- L09.06 The Board agrees to provide bulletin board space for the posting of Union information in each work place that has bargaining unit members.
- L09.07 With the approval of the Director of Education or designate, the Union may use Board facilities for conducting Union meetings. Such approval will not be unreasonably withheld.
- L09.08 The Board agrees that the Union may use the Board courier system for dissemination of Union information.
- L09.09 The Board will provide the Union with a copy of all correspondence sent to the members. Such correspondence will include:
- L09.09 (a) Electronic notification of hiring, severance of employment and rehiring
- L09.09 (b) Letter of layoff
- L09.09 (c) Electronic notification of change of position due to job postings
- L09.09 (d) Letters of discipline including suspension, discharge and reprimand

ARTICLE L10 - COMMITTEES

L10.01 The Union acknowledges that a Union member's first obligation is to the performance of his or her regular duties. No member of the Union will leave his or her regular duties to perform Union business without first obtaining permission of the supervisor or designate (such permission shall not be unreasonably withheld), nor shall they absent themselves from their work for more time than is reasonably necessary. Union business carried out during normal working hours and off-site shall be recorded on the Board's absence reporting system. It is further agreed that the Union and its employees will not engage in Union activities or hold meetings on Board premises during working hours unless for Board Sanctioned Business with a Board representative present.

L10.02 Grievance Committee

L10.02 (a) The Board will recognize two (2) members of this committee for the purposes set out in the grievance arbitration procedure of this Agreement. Committee members and a grievor attending mutually arranged discipline and/or grievance meetings shall suffer no loss in pay or benefits for time spent in such meetings with the Board. The Union will advise the Board in writing of the Union nominees to this committee. There will be no compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

L10.03 Negotiation Committee

(see also C11.00 "Union Representation As It Relates to Central Bargaining")

L10.03 (a) A negotiating committee shall be appointed and consist of not more than six (6) representatives of the Board and not more than six (6) members of the Union as representatives of the Union, in addition to an outside consultant if desired for the purpose of negotiating a new collective agreement. The Union will advise the Board, in writing, of the Union nominees to the Negotiation Committee, within thirty (30) Business Days of commencement of bargaining. Committee meetings held between the parties for the purpose of negotiating renewals to this collective agreement will be held during normal working hours unless otherwise mutually agreed to by the parties. Committee members will suffer no loss in pay or benefits for time spent during normal working hours in Board Sanctioned negotiation meetings up to and including conciliation. The Board agrees to pay for a maximum total of thirty (30) days for members of the Union's Negotiation Committee to attend such meetings and the Union will reimburse 100% of the replacement costs or if no replacement, the actual costs for any days in excess of a total of thirty (30) days. There will be no additional compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

L10.04 Joint Liaison Committee

- L10.04 (a) A Joint Liaison Committee distinct from the Negotiation Committee and the Grievance Committee shall be established for the purpose of an interchange of ideas and information on matters of interest and concern to the parties with the exception of grievances.
- L10.04 (b) The Joint Liaison Committee shall consist of up to three (3) members of the local executive and any number of members of the Board. Additional members may be invited by mutual consent of the parties.
- L10.04 (c) The Joint Liaison Committee shall meet monthly September to June. Meetings may be added or cancelled by mutual agreement between the parties.
- L10.04 (d) Meeting agendas will be established by mutual agreement.
- L10.04 (e) Employees attending Joint Liaison Committee meetings shall suffer no loss in pay or benefits for time spent in such meetings with the Board. There will be no additional compensation (i.e. overtime) if the meetings exceed normal regular scheduled working hours.

ARTICLE L11 - GRIEVANCE/ARBITRATION PROCEDURE

- L11.01 For the purpose of this Agreement, a grievance shall be defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.
- L11.02 The time limits and requirements set out in both the grievance and arbitration procedures must be strictly followed except by the written agreement of both parties to extend them.
- L11.03 Step One – Informal Step
- L11.03 (a) The employee concerned, plus his/her Steward, shall first seek to settle the dispute with the site supervisor as early as possible within ten (10) scheduled work days of the employee becoming aware of the incident, or ought reasonably to have become aware of circumstances giving rise to the incident.
- L11.04 Step Two
- L11.04 (a) Failing a satisfactory settlement at Step One, within two (2) scheduled work days after the dispute has been submitted under Step One, the employee concerned may, together with the Steward or designate, submit to the Manager or designate, a written statement of the particulars of the complaint and the redress sought, signed by the grievor and the Steward. A meeting will be held within ten (10) Business Days between the Manager

or designate, and no more than two (2) of the following: Union President, Steward, Chief Steward, a member of the Grievance Committee. This meeting may include the grievor. The Manager or designate shall render a written decision within five (5) Business Days following the meeting.

L11.05 Step Three

L11.05 (a) Failing a satisfactory settlement at Step Two, the Chief Steward or designate will, within two (2) Business Days after receiving the decision of the Manager or designate, present the written grievance to the senior administrator responsible for Human Resource Services or designate. A meeting will be held within ten (10) Business Days between the senior administrator responsible for Human Resource Services or designate and representatives from the Union (inclusive of grievor). The senior administrator responsible for Human Resource Services or designate, shall answer the grievance in writing within five (5) Business Days of the meeting.

L11.06 If there is no response from the Board within the prescribed time limits, the grievance will proceed to the next step.

L11.07 A grievance related to a suspension or discharge of an employee shall be submitted at Step Three.

L11.08 Upon mutual agreement of the parties, grievances of a similar nature may be combined as one and filed as a group grievance.

L11.09 The Board and the Union acknowledge each other's right to present any policy grievance in writing, the alleged circumstances of which are originated through the interpretation, application, administration or alleged violation of this Agreement and shall originate at Step Three.

L11.10 The Board shall supply the necessary facilities for the grievance meetings.

L11.11 No employee shall have any part of his/her wages lost or deducted should he/she have to appear on Union business with the Board as a result of the grievance procedures, as defined in this collective agreement. The appropriate site supervisor shall be notified directly by the employee assisting with the grievance process, twenty-four (24) hours, exclusive of Saturdays, Sundays and holidays, in advance of the meeting.

L11.12 The time lines that are fixed in this Grievance Procedure may be extended by mutual consent of the parties and confirmed in writing with the Chief Steward or designate.

L11.13 Arbitration Procedure

L11.13 (a) If a satisfactory resolution is not reached through the grievance procedure, the grieving party may notify the other party of its desire to submit the grievance to arbitration. The notice shall be in writing within twenty (20) Business Days of the response from the senior administrator responsible for Human Resource Services

or designate. The parties shall agree to an Arbitration to hear the matter and if the parties fail to agree within thirty (30) Business Days the appointment shall be made by the Ministry of Labour for Ontario upon request of either party.

- L11.14 An Arbitrator shall not have jurisdiction to amend or add to any provisions of this Agreement, or to give any decision that is inconsistent with the terms and provisions of this Agreement.
- L11.15 The decision of the Arbitrator shall be final and binding on both parties.
- L11.16 Each of the parties hereto shall bear equally the fee and expenses of the Arbitrator.
- L11.17 The timelines that are fixed in this Arbitration Procedure may be extended by mutual consent of the parties and confirmed in writing with the Chief Steward or designate.
- L11.18 Notwithstanding the above, either party may request that the matter be heard by an Arbitration Board.

ARTICLE L12 - PROGRESSIVE DISCIPLINE AND DISCHARGE

- L12.01 The record of any employee shall not be used against him/her at any time after twenty-four (24) months of active service following a suspension or disciplinary action.
- L12.02 Upon mutual agreement between the Board and the Union, this period may be extended up to a maximum of twelve (12) months.
- L12.03 Both parties recognize the value of progressive discipline with the aim to be remedial in application and to restore a viable employment relationship. Therefore, except in extreme cases, discipline or discharge for cause should be preceded by a documented record of counselling, warnings (written or oral) and/or suspensions. It is further recognized that to achieve this purpose, the Chief Steward must be present at all disciplinary meetings and copied on all disciplinary notations. Where the Chief Steward is not available, the president or other designated Union member may be substituted.
- L12.04 An employee may be dismissed or suspended only for just cause. Such employee and the Union shall be advised in writing by the Board within forty-eight (48) business hours of the reason(s) for dismissal. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

ARTICLE L13 - PERSONNEL FILES

- L13.01 An employee shall have the right, upon making suitable arrangements with the Human Resource Services Department, on his/her own time and during Board office business hours to have access to review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE L14 - SENIORITY, PROBATIONARY PERIOD, CASUAL AND TEMPORARY EMPLOYEES

(see also C10.00 "Casual Seniority Employee List" in Part A)

- L14.01 The Board shall provide to the Union and post in all work locations annually no later than March 31 of each year an up-to-date seniority list. The seniority list will be arranged from the most senior to the most junior employee and include Seniority Date and position title. Seniority shall be Date of Hire except as determined by Article L14.11. Any questions regarding the accuracy of the seniority list in the area of new employee names, removal of employee names due to termination, death, etc., and adjustments to dates required with employees returning from leave must be submitted in writing to the Officer responsible for C.U.P.E. members within 30 calendar days from date of issue or the list shall be deemed to be accurate. Where two or more employees in the same job classification have the same Date of Hire, their seniority ranking shall be determined by lottery conducted in the presence of a Union representative. The seniority list will also include any employees on lay-off status with recall rights as outlined in Article 17.
- L14.02 An employee will have no seniority and shall be considered on probation until the employee has worked and successfully completed six (6) consecutive months of work since the last Date of Hire as a probationary employee. In the event of an interruption in service of less than sixty (60) calendar days, the probationary period may be extended by the length of the interruption. If the interruption of service, not including natural breaks, is greater than sixty (60) calendar days, the Board may require the employee to work a new probationary period. The probationary period may be extended for an additional period of up to six (6) months by mutual consent of the parties. Reasons for the extension will be provided to the employee in writing.
- L14.03 During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The just cause standard for the discipline, demotion, or discharge of a probationary employee shall be substantially less than the corresponding standard for a Permanent Full-Time employee and a Permanent Part-Time employee.
- L14.04 After completion of the probationary period, seniority shall be effective from the Date of Hire and the employee will be added to subsequent seniority lists.
- L14.05 Seniority shall continue to accrue for twenty-four (24) months where an employee is in receipt of W.S.I.B. or L.T.D. benefits, but not where laid off.
- L14.06 If an employee is absent from work because of sickness, accident or leave of absence, approved by the Board, he/she shall not lose seniority rights. An employee shall only lose their seniority rights under the following conditions:
- L14.06 (a) If the employee is discharged for just cause and is not reinstated;
- L14.06 (b) If the employee resigns;

L14.06 (c) If the employee is absent from work in excess of two (2) scheduled working days without notifying the Board, unless such absence is proven to the satisfaction of the Board to have been due to causes beyond the employee's control;

L14.06 (d) If the employee is laid off and not recalled for a period in excess of two (2) years;

L14.06 (e) If the employee retires;

L14.06 (f) If a non-permanent employee suffers a break in service of greater than twelve (12) months. It is understood that approved leaves of absence under this Agreement shall not constitute a break in service.

L14.07 An employee who accepts a temporary assignment with the Board outside the bargaining unit for a period of up to twenty-four (24) months shall have the option of continuing to accrue bargaining unit seniority provided they continue to pay Union dues. It is understood that the employee will not be covered by the terms and conditions of this collective agreement for the period of time that they occupy the temporary non-Union position.

L14.08 Members of the bargaining unit, who accept a permanent position with the Board outside the bargaining unit for a period of up to twenty-four (24) months, may only return to a bargaining unit position left unfilled after completion of the posting process. They shall have the option of continuing to accrue bargaining unit seniority provided they continue to pay Union dues.

L14.09 Casual and Temporary Employees - Temporary Assignments

L14.09 (a) Casual and Temporary employees may be hired to replace a permanent employee for sick leave, leave of absence, Workers' Safety Insurance Board (W.S.I.B.), vacation or other situations as agreed to by the parties where the incumbent employee is expected to return, or to fill a Vacancy or a Temporary Vacancy while the posting provisions are being fulfilled.

L14.09 (b) The parties agree the Board may fill a Temporary Vacancy for a fixed term not to exceed the absence of the incumbent or for up to twelve (12) months where a new temporary vacancy is created as a result of temporary funding.

L14.09 (c) When the Temporary Vacancy is to be for a period of forty (40) business days or longer, the Temporary Vacancy shall be posted according to provisions outlined in Article 15.

L14.10 Casual employees and Temporary employees shall be covered by all the provisions of this Agreement save and except seniority, benefits, paid holidays, job postings, vacation and sick leave. Furthermore, Casual employees shall not be entitled to paid leaves of absence.

L14.11 Seniority

L14.11 (a) Casual employees and Temporary employees, who are subsequently hired into a

permanent position after September 1, 2008 shall have their seniority calculation based on days worked since their original date of hire as a Casual employee or Temporary employee.

L14.11 (b) Vacation entitlement and wage grid placement will be based on date of hire into a permanent position.

L14.12 Probation

L14.12 (a) If a Temporary employee or Casual employee is subsequently hired into a Vacancy in the same job classification without a break in service, the employee's service in the temporary position shall be credited towards completion of the probationary period.

L14.13 Sick Leave

L14.13 (a) Temporary employees hired for a period of four (4) months or longer shall be entitled to two (2) days of sick leave credits for each full month worked. Sick leave credits expire at the completion of the temporary assignment.

L14.14 Statutory Benefits

L14.14 (a) Paid holidays and vacation pay shall be in accordance with the Employment Standards Act.

L14.15 Wage Rate

L14.15 (a) Temporary employees will be paid at the start rate of pay for their job classification as defined in Schedule "A". Casual employees shall be paid at ninety (90) percent of the start rate of pay for their job classification as defined in Schedule "A".

L14.16 Job Postings

L14.16 (a) Casual and Temporary employees do not have seniority status and shall be treated as external candidates for job posting. However, they are invited and encouraged to apply and will be given due consideration for such posted positions.

ARTICLE L15 - JOB POSTINGS

L15.01 (a) A job posting for a permanent position shall be issued to each Board facility where a permanent position is declared vacant by reason of the establishment of a new position within the Union, a leave of absence greater than twenty-four (24) months, an employee's reassignment, retirement, resignation, termination or death.

L15.01 (b) A temporary job posting shall be issued to each Board facility where:

- i) It is known or ought reasonably to be known in advance that a Temporary Vacancy of at least forty (40) business days occurs.

- ii) A position is declared vacant as a result of any leave of absence for a period of less than twenty-four (24) months.
- iii) Temporary funding is provided for a new position for a period not to exceed twelve (12) months.

L15.01 (c) A notice of vacancy for a permanent or temporary position shall be posted and remain active for a period of no less than three (3) business days from the date of issue or such other period of time as mutually agreed.

- i) Any vacancy may be temporarily filled pending the completion of the posting process.
- ii) There will be no ten-month positions posted during the period July 1 to August 15 unless mutually agreed between the Union and the Board.
- iii) An employee who is a successful applicant for a permanent position shall not be entitled to apply for any other permanent or temporary position with the same rate of pay and the same or fewer number of hours of work for a period of six (6) months from the employee's acceptance date of the new position, unless such positions complement one another and there is no disruption to the existing assignment in any way.
- iv) An employee who is a successful applicant for a temporary position of six (6) months or greater duration shall not be entitled to apply for any other temporary position with the same rate of pay and the same or fewer number of hours of work for a period of six (6) months from the employee's acceptance date of the new position, unless such positions complement one another and there is no disruption to the existing assignment in any way.
- v) An employee who is within their probationary period shall not be entitled to apply to any temporary positions for the duration of the probationary period, unless such positions complement one another and there is no disruption to their existing assignment in any way. However, this does not apply to permanent positions that may arise during their probationary period.
- vi) An employee who is approved by the Board to mutually transfer locations with another employee shall not be entitled to apply for a permanent or temporary position with the same rate of pay and the same or fewer number of hours of work for a period of six (6) months from the employee's acceptance date of the new position, unless such positions complement one another and there is no disruption to the existing assignment in any way.

L15.01 (d) An initial Temporary Vacancy shall be posted. Further subsequent vacancies within the same job classification may be filled without posting with due consideration for all applicants to the original posting.

L15.01 (e) Educational Assistants and Early Childhood Educators

- i) Permanent vacancies for Educational Assistants and Early Childhood Educators may be posted throughout the year, however where permanent vacancies are known to the employer prior to the last Friday in May, they will be posted not later than the first Friday in June. Educational Assistants and Early Childhood Educators who are declared surplus shall be notified not later than May 15. Notwithstanding any other provision of the collective agreement to the contrary, a successful applicant for permanent vacancies for Educational Assistants and Early Childhood Educators may be selected and announced pursuant to the posting process. However, successful applicants for permanent vacancies for Educational Assistants and Early Childhood Educators shall only be assigned in September.
- ii) A part-time educational assistant may be considered, subject to Article 15.03 at any time for another part-time temporary assignment provided the two assignments complement one another and there is no disruption to the existing assignment in any way. During September, part-time Educational Assistants and Early Childhood Educators may be considered, subject to Article 15.03 for temporary full-time positions with an anticipated end date of June 30. It is understood that assignments for positions posted during the months of October to June are temporary and the Educational Assistant and Early Childhood Educators will return to his/her employment status following the conclusion of the temporary assignment.

L15.02 The notification by the Board to the employees shall include the job classification which is in effect at the time and it shall also include the shift and wage or salary rate or range, location and the skills, ability, qualifications and primary duties of the Vacancy.

L15.03 The successful internal applicant will be selected and appointed to the vacant position within ten (10) Business Days of the closing date of the posting in accordance with bargaining unit seniority, provided that the senior applicant has the necessary skill, ability and qualifications to fill the Vacancy. In the cases of exceptional situations where the applicant cannot be selected and appointed to the position within ten (10) Business Days, the time line may be extended with mutual consent of both parties.

L15.04 Transition to Another Occupational Group

L15.04 (a) Where a permanent employee is the successful applicant to a posted vacancy in another occupational group, the successful applicant will be placed in the vacancy, for a trial period not exceeding forty (40) school days or sixty (60) consecutive days worked, whichever is completed first. It is understood that the trial period for school office staff must include forty (40) regularly scheduled school days.

- L15.04 (b) The employee will be paid at the new rate of pay that is closest but no less than his or her current rate of pay. If the successful applicant's current rate of pay is greater than the maximum rate of pay for the new position, then the applicant will be placed at the maximum rate of pay for the new position.
- L15.04 (c) The employer will determine the standards of performance as per Article L03 - Management Rights, of the Collective Agreement.
- L15.04 (d) If the applicant proves to be satisfactory, he/she will then be confirmed in the new position.
- L15.04 (e) If the applicant proves unsatisfactory or is unable to perform his/her new duties during the trial period, he/she will be returned to the former position at the former rate of pay, as will any other employee who was promoted or transferred by reason of such placing.
- L15.04 (f) The trial period may be extended by mutual agreement.
- L15.04 (g) If an applicant is returned to the former position, a re-posting of the position is not required. The employer shall give consideration to those employees who applied to the initial posting.
- L15.04 (h) An employee who is the successful applicant for another posted position prior to the completion of a trial period shall be subject to a new trial period consistent with Article 15.04 a) in the new position.
- L15.04 (i) The employer may but shall not be required to post any related notice of vacancy until the first successful applicant has successfully passed his/her trial period.
- L15.05 If there is no successful internal applicant, the Board may then go outside the bargaining unit to fill the Vacancy:
- L15.05 (a) Notwithstanding the above, employees on layoff shall be recalled to fill a Vacancy within the same classification, until such time as the job posting process is completed.
- L15.05 (b) Should there be no employees on layoff from the classification where the Vacancy occurs, the available work will be offered to any employee on layoff who possesses the skill, ability and qualifications to perform the available work, until such time as the job posting procedure has been completed.
- L15.05 (c) It is further agreed that where an employee is recalled to a position no additional training will be required to bring the employee's skill, ability and qualifications up to the level required to do the available work. The determination of an employee's suitability to do the available work is at the sole discretion of the Board.
- L15.06 (a) The establishment of a job description for a new position shall be the responsibility of the Board and each time a position is created or changed, the job description

shall be forwarded electronically to the President of the Bargaining Unit and to the incumbent.

L15.06 (b) Should the Board establish a new position, the applicable wage rate will be determined as a result of job evaluation.

L15.06 (c) The rate of pay for any position not covered by Schedule "A" (wage rates) which may be established during the life of this Agreement, shall be subject to negotiations between the Board and the Union. The new rate shall become retroactive to the time the position was first filled.

L15.06 (d) The Board agrees that no job(s) shall be reclassified without prior notification and consultation with the Union.

ARTICLE L16 - REASSIGNMENT AND TRANSFER

L16.01 The employer has the right to unilaterally reassign an employee at any time, provided the employee is informed in writing of the reasons for the reassignment with a copy to the Union.

L16.02 Where the employer determines a surplus of staffing in a job classification at a location exists, the decision to reassign an employee will be made by the employer based on the requirements and efficiency of operations and the ability, knowledge, training, and skill requirements. In cases in which other factors are considered equivalent, seniority shall be the determining factor.

L16.03 Where an employee is determined to be surplus to a location, the employer will reassign the employee to another location(s) with the same number of hours in the same job classification.

L16.04 A layoff will occur where there is no alternate location(s) with the same number of hours in the same job classification for an employee who has been determined to be surplus. Where an employee is assigned to a location pursuant to Article 16.03 which is outside of the employee's current zone as defined in Appendix C, the employee may choose to exercise bumping rights.

L16.05 Nothing in this Article prevents the transfer of an employee at any time by mutual agreement of the Board and the employee. An employee may also request a mutual transfer with another employee. Approval for mutual transfers shall be at the sole discretion of the Board. Employees who are approved for a mutual transfer shall be subject to Article L15.01(c)(vi).

ARTICLE L17 - LAYOFF AND RECALL

L17.01 Wherever practicable, it is the intent of the Board to preserve the employee's current hours of work.

- L17.02 A layoff shall be defined as a reduction in an employee's regular hours of work or the elimination of a permanent position. An employee who is laid off shall have access to the bumping procedure and shall not suffer a loss of hours while waiting to exercise bumping rights.
- L17.03 Notice of full or partial layoff shall be in writing, the greater of Employment Standards Act or thirty (30) calendar days before the layoff is to take place and signed by a duly authorized representative of the Board.
- L17.04 This layoff process is qualified with the provision that individuals have the necessary skill, ability and qualifications for the job in question. Seniority shall be the determining factor in cases of layoff:
- L17.04 (a) When the position occupied by an employee has been identified as redundant, the employee has the right to exercise the bumping procedure based on seniority. The affected employee will notify the Board in writing which position he/she chooses to bump according to Article 17.04 c), within five (5) Business Days of the date of notification. Failure to provide such notice in writing within five (5) Business Days of notification shall result in a forfeiture of bumping rights for this layoff notice. The Board and the Union agree to work together throughout the bumping process. At any step of the bumping process, the employee may accept layoff.
- L17.04 (b) For purposes of this Article, Occupational Group is defined as the following:
- i) Custodian
 - ii) Educational Assistant and Educational Assistant – Alternative Education
 - iii) Clerical/Secretarial/Receptionist – Accounting Clerk (Board office and school)
 - iv) Library Technician
 - v) Computer Technician
 - vi) Maintenance
 - vii) Early Childhood Educator
- L17.04 (c) The bumping process shall be as follows:
- L17.04 (d) Step 1 - Same Title/Same Level/Same Shift
- i) Displace the least senior employee in their same job title on the same shift (i.e. day shift or afternoon shift), within a zone of the employee's choice who has the same or more annual hours unless the employee chooses to bump the least senior employee with less annual hours. (4 zones as per Appendix '1')
 - ii) If this condition does not exist or if the employee's only option(s) would

require the employee to travel more than 60 km one way from their home and they choose not to do so then:

L17.04 (e) Step 2 - Same Title/Same Level

- i) Displace the least senior employee in their same job title within a zone of the employee's choice who has the same or more annual hours unless the employee chooses to bump the least senior employee with less annual hours. (4 zones as per Appendix '1')
- ii) If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km one way from their home and they choose not to do so then:

L17.04 (f) Step 3 - Same Occupational Group/Same Level/ Same Shift

- i) Displace the least senior employee in their same occupational group, in the same level, on the same shift (i.e. day shift and afternoon shift), within a zone of the employee's choice, who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.
- ii) If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km one way from their home and they choose not to do so then:

L17.04 (g) Step 4- Same Occupational Group/Same Level

- i) Displace the least senior employee in their same occupational group in the same level within a zone of the employee's choice, who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.
- ii) If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km one way from their home and they choose not to do so then:

L17.04 (h) Step 5 - Same Occupational Group/Lower Level

- i) Displace the least senior employee in their same occupational group within a zone of the employee's choice, at a lower level in a sequential manner (i.e. 5, 4, 3, etc.) who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.
- ii) If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km one way from their home and they choose not to do so then they shall be laid off.

- L17.05 Employees who change jobs as a result of the layoff and resultant displacement procedure shall be classified at the prevailing rate for the job they are doing. However, no employee who changes jobs shall suffer a reduction of hourly wages due to such procedure for a period of twelve (12) working months, or the advent of a new collective agreement.
- L17.06 Employees who accept the lower position under this Article shall have the right to reinstatement in their former position, if such becomes available within twenty-four (24) months from the date of accepting the lower level position. The job, in such instances, will not be posted and the employee shall be reinstated at the step he/she had attained in his/her former classification.
- L17.07 Notwithstanding any other provisions of this collective agreement, employees who are officers of the Union, being President, Vice-Presidents, Recording Secretary, and Secretary Treasurer, shall be the last to be laid off in the Union, provided they possess the skill, ability and qualifications, as outlined in the job posting, to perform the available work.
- L17.08 A grievance concerning a layoff may be taken up at Step Two of the Grievance Procedure.
- L17.09 Recall
- L17.09 (a) Seniority shall be the determining factor in cases of recall from layoff, so that the last person within the classification to be laid off will be the first person within the classification recalled, provided that the employee affected has the necessary skill, ability and has the qualifications to do the work available.
- L17.09 (b) Vacancies for positions which are subject to posting and assignment to fixed school locations shall be posted so that all permanent employees may apply prior to recalling employees from layoff. Employees who remain on layoff at the conclusion of the posting process shall be recalled according to Article L17.09 (a) above.
- L17.10 Notice of recall shall be by registered mail directed to the last address of the employee of which the Board has a record. In addition, the Board agrees to provide electronic notification to the Union. Employees are responsible for notifying the Board and their Union, in writing, regarding changes in mailing address.
- L17.11 An employee who fails to report to work within seven (7) Business Days after receiving delivery of notice of recall by registered letter shall cease to be an employee, unless such failure is proven to the satisfaction of the Board to be due to causes beyond the control of the employee.
- L17.12 In cases where the Board contacts a person who is on layoff and requests him/her to come to work on a temporary basis, and the person declines, the Board shall then contact the next laid off person, offering the temporary assignment, until all laid off persons have had the opportunity for temporary assignments, provided that each has the necessary skill, ability and qualifications to do the work available. Such person by

reason of declining this temporary assignment shall not lose his/her seniority rights. The Board may then hire outside the Union to do such temporary work.

L17.13 Employees who change jobs as a result of the recall procedure shall be classified at the prevailing rate for the job they are doing, maintaining the same step on the wage grid they were entitled to prior to the layoff.

L17.14 (a) No person, including students, or government project employees, will be hired until employees on layoff within that job classification, have been given an opportunity to work through the recall procedure, provided each has the necessary skill, ability, and has the qualifications to do the work available.

L17.14 (b) Board hours approved in addition to those regularly scheduled will first be offered to employees who are on layoff within that classification.

L17.14 (c) The use of volunteers will not be expanded in such a way as to cause or prolong the layoff of an employee.

L17.15 Ten (10) month employees are acknowledged to be employees for the definite term of each school year, and as such cannot bump twelve (12) month employees during the layoff periods of March break and summer break.

L17.16 Employees shall remain on the recall list for a period of twenty-four (24) months from date of layoff.

L17.17 Reduction in Hours of Work

Where an employee is laid off by virtue of a reduction in hours of work as opposed to the elimination of a permanent position, the employee shall be recalled, subject to the following conditions:

L17.17 (a) A Vacant position, which consists of assignments to two or more locations, shall only be divided into two or more vacant positions at the discretion of the Board.

L17.17 (b) Seniority shall be the determining factor in cases of recall from layoff, provided that the employee affected has the necessary skill, ability and has the qualifications to do the work available.

L17.17 (c) For purposes of recall from a reduction in hours of work, recall may be to work in one of two regions, the 'North' as defined by Zones 1 and 2 and 'South' as defined by Zones 3 and 4 of Appendix "C" to the collective agreement.

L17.17 (d) Recall out of Region

i) In cases where the Board contacts an employee who has suffered a reduction in hours of work and recalls him/her to work in another region other than the region in which they previously worked and the person declines the recall, he/she shall retain recall rights.

L17.17 (e) Recall in Region

- i) In cases where the Board contacts an employee who has suffered a reduction in hours of work and recalls him/her to work in the region in which they originally worked and the person declines the recall, he/she shall lose recall rights to the lesser of the reduction of hours occasioned by the lay-off and the hours of work offered by the recall and employment status shall also be reduced accordingly.

L17.17 (f) Recall Rights where Bumped

- i) Where pursuant to the bumping process an employee is bumped to another region, he/she shall lose recall rights and the employment status shall also be reduced only where they have declined recall in both Regions.

ARTICLE L18 - HOURS OF WORK AND WORK SCHEDULE

(see also C9.00 "Attendance at Mandatory Meetings / School Events")

- L18.01 (a) Nothing in this Agreement shall be understood as a guarantee of work on a daily or weekly basis or as a guarantee of work schedule.
- L18.01 (b) Normal work hours shall refer to the accepted full-time standard. Actual hours may differ from normal work hours. Furthermore, actual work schedule shall be based on the needs of the school/department as determined by the site supervisor or maintenance/technician supervisor.
- L18.01 (c) For purpose of clarification, the lunch and rest periods shall be taken at a time specified by the Board to meet the needs of the school/site. Except for unusual circumstances, the minimum lunch period shall be uninterrupted. Work schedules will be posted one week in advance of a change. Posted schedules may be altered with less than one week notice in cases of emergency. There shall be no less than eight (8) hours between regular shifts with the exception of emergencies.
- L18.01 (d) Nothing in this Article will prevent an informal mutual agreement between an employee and their site supervisor to adjust an employee's work schedule. This work schedule adjustment does not increase the employee's normal scheduled hours per week.
- L18.01 (e) Each employee will be entitled to work for another employee at the discretion of the supervisor. Employees requesting mutuals must submit the request in writing signed by both employees and the respective supervisors. It shall be understood that the employee requesting the mutual will be paid for the day and that the employee working the mutual will not be paid.

- L18.01 (f) In the event of a site closure (as determined by the Director of Education or designate) as a result of acts of nature an employee will be required to report to the closest open work site for reassignment. There will be no loss of wages during a shut down or interruption of scheduled shifts during site closure.
- L18.01 (g) Overtime will be offered on a rotating basis by seniority to the employee(s) within the classification at the work site. Additional hours will be offered on a rotating basis by seniority to the Part Time employees at the work site and then to the Casual employees.
- L18.01 (h) Wherever possible overtime will be paid in the pay period following the pay period in which the overtime was worked provided the appropriate reporting process is followed and submitted in a timely fashion.
- L18.01 (i) Whenever an employee is required to work overtime in excess of two (2) hours beyond the normal full time shift, without a minimum of twenty-four (24) hours notice, the employee shall be reimbursed by the Board for the cost of the employee's meal to a maximum of twenty (20) dollars, excluding alcohol. Acceptable receipts must show details of the expense and submitted to the appropriate supervisor.

L18.02 Custodians

- L18.02 (a) Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, with a maximum total of forty (40) hours per week. An unpaid lunch period of no less than one half (1/2) hour and no greater than one (1) hour, unless by mutual agreement, will be determined by the supervisor for those employees working in excess of five (5) consecutive hours on the day shift. For those Custodians working in excess of five (5) consecutive hours on the afternoon shift, a paid lunch period shall be taken as part of their shift in the school, of no less than one half (1/2) hour, unless by mutual agreement will be determined by the supervisor. The afternoon shift shall be defined as a shift where the greater number of hours worked are between 2:00 p.m. and 6:00 a.m.
- L18.02 (b) Employees working eight (8) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their shift. Employees working less than five (5) hours per day, but more than two (2) hours per day, shall be permitted one (1) paid rest period of fifteen (15) consecutive minutes per day.
- L18.02 (c) It is understood and agreed that the supervisor has the right to amend the working schedule to meet the needs of the school community as required. For purposes of clarification school community or Board Office shall be as defined in Board policy.
- L18.02 (d) When an employee is called in and accepts overtime, the employee shall complete the work due to the callout and be paid for a minimum of three (3) hours at the appropriate overtime rate. If the Custodian is called out by the security company to check a school alarm, the Custodian will be paid two hours

at the prevailing overtime rate. Should time in excess of this two hour period be required to correct or prevent problems in the building the total time shall be paid at the prevailing overtime rate. Failure by a Custodian to properly secure the building will not be considered a call out for purposes of this Article.

- L18.02 (e) If authorized by the site supervisor, time worked in excess of forty (40) hours per week, will be considered overtime hours and will be compensated at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Saturday will be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday or a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay.
- L18.02 (f) A member of the custodial staff in each secondary school shall work the day shift on a fixed basis. Other custodial staff in secondary schools will rotate through the day, afternoon and midnight shifts on an equitable basis by location (unless something can be worked out mutually at the location). If scheduled to work during Christmas, March break, summer and Professional Development Days, Custodians will work the day shift hours except where access for custodial service is limited due to construction, day care operations and similar such uses of the building making it impractical to do so.
- L18.02 (g) Unless mutually agreed otherwise:
- i) Where two (2) or more eight (8) hour Custodians are assigned to an elementary school the more senior Custodian shall be assigned to the day shift.
 - ii) Where an eight (8) hour Custodian bumps into an elementary school where two (2) or more eight (8) hour Custodians are assigned, the more senior Custodian shall be assigned to the day shift.
- L18.02 (h) The Board will, wherever possible, avoid split shifts. The Board agrees to work with the Union in scheduling alternative work schedules to achieve this. If a split shift is required by the school to effectively complete the assigned work and the incumbent is not in favour of the split, the incumbent may agree to a mutual transfer with another employee that is acceptable to the affected site supervisor.
- L18.02 (i) A split shift shall be defined as the situation where a Custodian is regularly scheduled to work two (2) blocks of time separated by more than two (2) hours. A split shift premium per hour as listed below will be paid in lieu of any other shift premium.

| | |
|-----------------------------|--------|
| Effective September 1, 2019 | \$1.21 |
| Effective September 1, 2020 | \$1.22 |
| Effective September 1, 2021 | \$1.23 |

L18.02 (j) Secondary Day Shift Custodian

- i) One day shift custodian at each secondary school shall be provided a one (1) dollar per hour premium.
- ii) The selection of such day shift custodian shall be the most senior custodian in the secondary school provided they have the desire and ability to discharge the day shift duties of the school.
- iii) Once a day shift custodian has been established at a school, they shall remain in this position subject to Article 17.
- iv) Should there be an amalgamation of secondary schools or should a new secondary school be created to replace a current secondary school(s) and more than one already selected day shift custodian is affected, the resulting day shift custodian position shall be awarded to the most senior day shift custodian.

L18.03 Maintenance

- L18.03 (a) Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, with a total of forty (40) hours per week. An unpaid lunch period of no less than one half (1/2) hour and no greater than one (1) hour, unless by mutual agreement, will be determined by the maintenance supervisor.
- L18.03 (b) Employees working eight (8) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes per day in each half of the shift. Employees working less than five (5) hours per day, but more than two (2) hours per day, shall be permitted one (1) paid rest period of fifteen (15) consecutive minutes per day. All breaks are to be taken at a time determined by the maintenance supervisor.
- L18.03 (c) If authorized by the maintenance supervisor, time worked in excess of forty (40) hours per week, will be considered overtime hours and will be compensated at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Saturday shall be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay.
- L18.03 (d) When an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate. If the maintenance employee is called out by the security company to check a school alarm, the maintenance employee will be paid two (2) hours at the prevailing overtime rate. Should time in excess of this two (2) hour period be required to correct or prevent problems in the building the total time shall be paid at the prevailing overtime rate. Failure by a maintenance employee to properly secure the building will not be considered a call out for purposes of this Article.
- L18.03 (e) Employees listed below shall receive the following responsibility allowance:
- i) All Semi-skilled Maintenance employees:

- Effective September 1, 2019 \$1.01
- Effective September 1, 2020 \$1.02
- Effective September 1, 2021 \$1.03

ii) All Skilled Maintenance employees (licensed trades)

- Effective September 1, 2019 \$1.52
- Effective September 1, 2020 \$1.54
- Effective September 1, 2021 \$1.56

L18.04 Library Technician

L18.04 (a) The normal work day for full-time Library Technicians unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 and 5:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed eight (8) consecutive hours. It is understood and agreed that the supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.

L18.04 (b) The normal work week for full-time Library Technicians, shall be a maximum of thirty-five (35) hours per week and shall consist of five (5) days maximum of seven (7) hours each Monday to Friday inclusive. The work year shall be the school year for elementary Library Technicians plus the week before commencement of the school year for secondary Library Technicians.

L18.04 (c) An unpaid lunch period of no less than one half (½) hour and no greater than one (1) hour will be determined by the supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.

L18.04 (d) All overtime hours worked shall be authorized by the appropriate supervisor and paid in accordance with the below schedule:

- i) at the employee's regular hourly rate for up to and including thirty-five (35) hours in any one week;
- ii) at time and one-half (1 ½) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
- iii) All hours worked on a Saturday shall be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

L18.05 Computer Technician

- L18.05 (a) The normal work day for full-time Computer Technicians unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 a.m. and 5:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed nine (9) consecutive hours. It is understood and agreed that the supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.
- L18.05 (b) The normal work week for full-time Computer Technicians, shall be a maximum of forty (40) hours per week and shall consist of five (5) days maximum of eight (8) hours each Monday to Friday inclusive.
- L18.05 (c) An unpaid lunch period of no less than one half ($\frac{1}{2}$) hour and no greater than one (1) hour will be determined by the supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.
- L18.05 (d) All overtime hours worked shall be authorized by the appropriate supervisor and paid in accordance with the below schedule:
- i) at the employee's regular hourly rate for up to and including forty (40) hours in any one week;
 - ii) at time and one-half ($1 \frac{1}{2}$) for hours worked in excess of forty (40) hours in any one week, Monday to Friday inclusive;
 - iii) All hours worked on a Saturday shall be paid at a rate of one and one-half ($1 \frac{1}{2}$) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

L18.06 Secretaries and Board Office Support Staff

- L18.06 (a) The normal work day for full-time Secretaries and Board Office Support Staff unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 a.m. and 5:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed eight (8) consecutive hours. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.
- L18.06 (b) The normal work week for full-time ten (10) month and full-time twelve (12) month Secretaries and Board Office Support Staff, shall be a maximum of thirty-five (35) hours per week and shall consist of five (5) days maximum of seven (7) hours each

Monday to Friday inclusive. All full-time and part-time, permanent and temporary Secretaries are required to attend Professional Development Days. Part-time permanent and temporary Secretaries who are directed by the Board to attend Professional Development Days on a full-time basis shall be paid for the day on the full-time basis accordingly.

- i) All elementary school secretaries will work the last five (5) working days of the school year.
- ii) For ten (10) month elementary and secondary school secretaries, the working year shall be the school year plus five (5) working days before commencement of the school year.

L18.06 (c) An unpaid lunch period of no less than one half ($\frac{1}{2}$) hour and no greater than one (1) hour will be determined by the site supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.

L18.06 (d) All overtime hours worked shall be authorized by the appropriate supervisor and paid in accordance with the below schedule:

- i) at the employee's regular hourly rate for up to and including thirty-five (35) hours in any one week;
- ii) at time and one-half ($1 \frac{1}{2}$) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
- iii) All hours worked on a Saturday shall be paid at a rate of one and one-half ($1 \frac{1}{2}$) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

L18.07 Educational Assistants

L18.07 (a) The normal work day for Educational Assistants unless otherwise determined by the Board, shall be scheduled between the hours of 7:00 a.m. and 5:30 p.m., with a total elapsed time, no less than six hours and forty-five minutes of consecutive hours of work, excluding the unpaid lunch period. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.

L18.07 (b) The normal work week for full-time Educational Assistants, shall be no less than thirty-three hours and forty-five minutes of work per week and shall consist of five

(5) days, with no less than six hours and forty-five minutes of consecutive hours of work each day Monday to Friday inclusive. The work year for Educational Assistants shall be the school year including Professional Development Days. All full-time and part-time, permanent and temporary Educational Assistants are required to attend Professional Development Days. Part-time permanent and temporary Educational Assistants who are directed by the Board to attend Professional Development Days on a full-time basis shall be paid for the day on the full-time basis accordingly.

L18.07 (c) An unpaid lunch period of no less than one half ($\frac{1}{2}$) hour and no greater than one (1) hour will be determined by the site supervisor. Employees working five (5) hours per day shall be permitted a paid rest period of fifteen (15) consecutive minutes in each half of their day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day.

L18.07 (d) All overtime hours worked shall be authorized by the appropriate supervisor and paid in accordance with the below schedule:

- i) at the employee's regular hourly rate for up to and including thirty-five (35) hours in any one week;
- ii) at time and one-half ($1\frac{1}{2}$) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
- iii) All hours worked on a Saturday shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.

L18.08 Early Childhood Educators

L18.08 (a) The normal work day for Early Childhood Educators unless otherwise determined by the Board, shall be scheduled between the hours of 6:30 and 6:30 p.m., with a total elapsed time including the unpaid lunch period not to exceed eight (8) consecutive hours. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community and Board office, as required. For purposes of clarification school community shall be as defined in Board policy.

L18.08 (b) The normal work week for full-time Early Childhood Educators, shall be no less than thirty-five (35) hours per week and shall consist of five (5) days, seven (7) hours each Monday to Friday inclusive. The work year for Early Childhood Educators shall be the school year including Professional Development Days. All full-time and part-time, permanent and temporary Early Childhood Educators are required to attend Professional Development Days. Part-time permanent and

temporary Early Childhood Educators who are directed by the Board to attend Professional Development Days on a full-time basis shall be paid for the day on the full-time basis accordingly.

- L18.08 (c) An unpaid lunch period of one half (1/2) hour will be determined by the site supervisor. Employees working five (5) hours or more per day shall be permitted paid rest periods totalling thirty (30) minutes in each day. Employees working less than five (5) hours per day but more than two (2) hours per day shall be permitted one paid rest period of fifteen (15) consecutive minutes per day. All full-time permanent Early Childhood Educators are required to attend Professional Development Days. Part-time and temporary Early Childhood Educators who are required to attend Professional Development Days on a full-time basis shall be paid for the day on a full-time basis accordingly.
- L18.08 (d) All hours worked shall be authorized by the appropriate supervisor and paid in accordance with the schedule below:
- i) At the employee's regular hourly rate for up to and including thirty-five (35) hours in any one week;
 - ii) At time and one-half (1 ½) for hours worked in excess of thirty-five (35) hours in any one week, Monday to Friday inclusive;
 - iii) All hours worked on a Saturday shall be paid at a rate of one and one-half (1 ½) times the normal rate of pay. All hours worked on a Sunday and a paid holiday, shall be paid at a rate of two (2) times the normal rate of pay and all hours worked when an employee is called in and accepts overtime, the employee shall complete the work due to the call-out and be paid for a minimum of three (3) hours at the appropriate overtime rate.
- L18.08 (e) Where Early Childhood Educators are assigned to a location where an Early Learning Program (ELP) before and/or after program operates the work year may be altered at the discretion of the Board to meet the needs of the program.
- L18.08 (f) Early Childhood Educators shall be hired and assigned to either the North or the South, where 'North' is defined as Zones 1 and 2 and 'South' is defined as Zones 3 and 4 of Appendix "C" to the collective agreement.
- L18.08 (g) Bargaining unit members with seniority may apply for posted Early Childhood Educator positions; however successful applicants will be determined on the basis of qualifications, experience, education or equivalency and ability to perform the work satisfactorily. When these factors are relatively equal, seniority shall govern. Where an internal applicant is not selected the Board reserves the right to hire from outside of the bargaining unit.
- L18.08 (h) Early Childhood Educators shall be assigned by the Board to locations to meet the needs of the Early Learning Program and in consideration of student enrolment. Assignments are subject to change due to student enrolment within the first week

of the start of each school year. For the duration of the school year, incumbent Early Childhood Educators will only be considered for subsequent job postings at the discretion of the Board.

L18.08 (i) The priority of Early Childhood Educators will be the Early Learning Program and meeting the needs of Early Learning Program students, however Early Childhood Educators may be assigned to supervise elementary students at various times including lunch and recess yard duty.

L18.09 Except as provided in the Letter of Understanding re: Staffing Funding Enhancement for 2011-12 Education Assistants and Article L18.08 (i), noon hour and recess yard duty shall not be assigned to any member of this bargaining unit except for educational assistants who are assigned to special needs students.

ARTICLE L19 - PAID HOLIDAYS

L19.01 Permanent Twelve (12) Month

L19.01 (a) For permanent twelve (12) month employees the following specified days, or day observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week.

- i) Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day , Civic Holiday, Labour Day, Thanksgiving Day
- ii) Two weeks at Christmas Break as defined by the Board Calendar, inclusive of Statutory Holidays

L19.01 (b) Providing school classes are not in session and they are days of the week normally scheduled as working days.

L19.02 Permanent Ten (10) Month

L19.02 (a) For permanent ten (10) month employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week.

- i) Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day
- ii) Two weeks at Christmas Break as defined by the Board Calendar, inclusive of Statutory Holidays

L19.03 Casual employees and Temporary employees shall be granted pay for holidays under the conditions set out in the Employment Standards Act.

L19.04 When any of the above-noted holidays fall on an employee's scheduled day off, the Board shall designate another day off with pay at a time appropriate to the Board's business.

ARTICLE L20 - VACATIONS

L20.01 Permanent full-time twelve (12) month employees shall be credited vacation entitlement on a monthly basis, the first pay of the month for the time earned in the prior month.

L20.01 (a) Except as mutually agreed, the balance accrued as of June 30, shall not exceed the vacation entitlement accrued over the last twelve (12) months.

L20.01 (b) Vacations may only be taken following the completion of the employee's probationary period.

L20.02 Temporary employees and Casual employees shall receive vacation pay equal to 4% of earnings on each pay.

L20.03 In the event that an employee is on L.T.D., in receipt of benefits from the W.S.I.B. or on a leave of absence without pay, or on layoff, vacation pay and vacation time off will be pro-rated unless otherwise legislated.

L20.04 An employee's vacation service date will be adjusted under the following conditions:

L20.04 (a) Unpaid leaves of absence greater than thirty (30) days

L20.04 (b) Lay-off greater than thirty (30) days

L20.04 (c) Unpaid sick leave greater than the L.T.D. elimination period

L20.05 Custodians

L20.05 (a) Vacations for Custodians shall be taken during the months of July and August, but not the week before school opening. However, for Custodians with more than four weeks' vacation, arrangements will be made with their supervisor in the Facility Services Department to take their additional time throughout the year. Such approval is subject to coverage being provided in order to meet the needs of the site as determined by the supervisor in the Facility Services Department.

L20.06 Secondary School Secretaries

L20.06 (a) The vacation time for secondary school secretaries who work the calendar year shall be taken during school holiday periods, but not the week before school opening. However, on limited occasions, vacation time may be taken at other times with the approval of the appropriate site supervisor. Such approval is subject to the needs of the site being met as determined by the site supervisor.

L20.07 Maintenance, Board Office Secretarial / Clerical, and Library / Computer Technicians

L20.07 (a) Vacations earned by these employees as at July 1st, must be taken by June 30th of the following year, as mutually agreed between the employee and appropriate supervisor in order to meet the needs of the Board.

L20.08 Vacation Entitlement

L20.08 (a) Vacation time off with pay will be allocated to twelve (12) month employees upon completion of each entitlement period calculated from the employee's vacation service date in accordance with the following schedule:

| | Vacation Allotment | Percentage on Excess |
|----------------|--------------------|----------------------|
| Under 1 Year | 10 Days pro-rated | 4% of wages earned |
| After 1 Year | 2 weeks | 4% of wages earned |
| After 3 Years | 3 weeks | 6% of wages earned |
| After 9 Years | 4 weeks | 8% of wages earned |
| After 14 Years | 5 weeks | 10% of wages earned |
| After 21 Years | 6 weeks | 12% of wages earned |
| After 30 Years | 7 weeks | 14% of wages earned |

- i) Vacation pay on excess earnings will be included in each of the biweekly pays at the appropriate rate as outlined above.

L20.08 (b) Vacation pay will be allocated to ten (10) month employees upon completion of each entitlement period in accordance with the following schedule:

| | Vacation Pay |
|----------------|---------------------|
| Under 1 Year | 4% of wages earned |
| After 1 Year | 4% of wages earned |
| After 3 Years | 6% of wages earned |
| After 9 Years | 8% of wages earned |
| After 14 Years | 10% of wages earned |
| After 21 Years | 12% of wages earned |
| After 30 Years | 14% of wages earned |

- i) Vacation pay will be included in each of the biweekly pays at the appropriate rate as outlined above.

L20.09 A permanent employee full-time or part-time employee voluntarily resigning or retiring his/her position at any time in his/her holiday year before having his/her vacation shall be paid a vacation entitlement pro-rated in accordance with the schedule outlined in Article 20.07.

L20.10 On retirement, employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.

ARTICLE L21 - SICK LEAVE

(see also C6.00, Appendix C, and LoU #8 of Part A)

Note: Portions of this article have been highlighted in grey *only to help provide clarity*, as they may be superseded by language in Part A

L21.01 The Board may require an employee to submit a medical certificate from a qualified medical or dental practitioner in accordance with Part A. Board requested medical documentation will be at the Board's expense.

- L21.02 An employee who is unable to work due to legitimate personal illness, disability, medical, dental or specialist appointments, or accident that is non-compensable under the Workplace Safety and Insurance Board, shall be entitled to sick leave with pay during the period of the employee's inability to work to the extent that the employee has unused allocated sick leave pursuant to the terms of this Article. Medical, dental or specialist appointments should be scheduled outside normal working hours.
- L21.03 Permanent Part-time employees shall be granted sick leave allocation in the same proportion as their work time is to full time.
- L21.04 Employees who are unable to attend work, and who do not have sick leave allocation remaining, shall be placed on leave of absence without pay, without benefits except as provided in Article 26.04 (b) and without further accrual of sick leave allocation to a maximum of twenty-four (24) months unless the employee resigns prior to the twenty-four (24) months.
- L21.05 A deduction shall be made from allocated sick leave for all working days absent. Absence for less than a full day shall be deducted in the proportion of the absence to the total number of hours in the work day for the job classification of the employee.
- L21.06 An employee who returns to work from sick leave shall return to his or her previous job at his/her previous location, provided they are capable of performing the essential duties of the job and subject to Article 17 Lay Off and Recall.
- L21.07 Wherever possible medical and dental appointments should be scheduled outside of the employee's normal hours of work. Unless the employee and the supervisor make mutually agreeable arrangements otherwise, a deduction from the employees allocated sick leave shall apply for the day or any part thereof required to attend a medical or dental appointment during the employee's normal hours of work.

ARTICLE L22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE OF ABSENCE

(see also C12.00 and LoU # 2 in Part A)

L22.01 The leaves noted below shall be without pay, without loss of seniority or benefits and shall be subject to Article 22.03 a), b), c) below unless otherwise provided for in the collective agreement.

L22.01 (a) Pregnancy/Maternity Leave

- i) A pregnant employee who has completed a minimum of thirteen (13) weeks of employment before the anticipated birth of a child shall be granted a pregnancy/maternity leave of absence for a period of up to seventeen (17) weeks. A pregnancy/maternity leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of

this leave and an employee who becomes pregnant shall notify the employer at least ten (10) weeks prior to the expected date of termination of the pregnancy. The employer may request a certificate from a legally qualified medical practitioner stated the expected due date.

- ii) Should an employee be entitled to parental leave below, her pregnancy/maternity leave ends seventeen (17) weeks after the pregnancy/maternity leave begins.
- iii) Should an employee not be entitled to parental leave below, her pregnancy/maternity leave ends on the day that is six (6) weeks after the birth, still-birth or miscarriage.

L22.01 (b) Parental/Adoption Leave

- i) An employee who has completed thirteen (13) weeks of employment before the anticipated birth or adoption of a child, shall be granted parental/adoption leave for a period of thirty-seven (37) weeks. However, if an employee has been on pregnancy/maternity leave immediately prior, she shall only be entitled for a period thirty-five (35) weeks of parental leave. This leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of the leave and the leave taken in conjunction with (a) above cannot exceed fifty-two (52) weeks in total. Either birth parent who intends to apply for parental leave shall notify the employer at least ten (10) weeks prior to the expected date of the termination of the pregnancy.

L22.02 An employee on pregnancy, parental or adoption leave, upon providing a written request to the senior administrator in human resource services, shall be granted an extension to the leave of up to one (1) school year. This additional leave will be in accordance with Article 23 General Leaves of Absence. The return date shall be clearly stated, in the written request to the senior administrator in human resource services, prior to the commencement of the leave.

L22.03 Benefits during Pregnancy/Parental/Adoption Leave

L22.03 (a) An employee on pregnancy leave may access either the Supplementary Employment Benefits (SEB) Plan in 22.03 b) or the Post-Partum sick leave provision in 22.03 c), but not both.

L22.03 (b) Supplementary Employment Benefits (SEB) Plan

- i) The Board shall provide for members on Pregnancy Leave, a Supplementary Employment Insurance Plan approved by Human Resources Development Canada. The plan will pay an amount equal to one hundred (100) percent of the employee's salary for the two (2) week waiting period prior to the commencement of Employment Insurance Pregnancy Leave Benefits (EI). The supplementary payment from the

Board will be payable to a ten (10) month employee only for those days during the two (2) week waiting period which fall on regular school days (maximum ten (10) days). The employee must provide proof from EI that an unpaid waiting period has been served.

- ii) In addition, the plan will pay an amount equal to one hundred (100) percent of the employee's normal weekly earnings minus the Employment Insurance Pregnancy Leave Benefits for six weeks subsequent to the two (2) week waiting period. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100) percent of the employee's normal weekly earnings. The supplementary payments from the Board will be payable to a ten (10) month employee only for those days which fall on regular school days (maximum thirty (30) days). The employee must provide proof of the amount of EI benefits.

L22.03 (c) Post Partum Sick Leave

- i) An employee going on Pregnancy Leave may request sick leave for any school days that occur during the six-week period immediately following the date of delivery as long as the employee has the number of sick days requested in her sick leave account. Should a delivery or pregnancy related medical issue develop during that specified period of time, the employee may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.

ARTICLE L23 - LEAVES OF ABSENCE

(see also C12.00, LoU #2, and LoU #5 of Part A)

L23.01 Leaves of Absence (Without Pay)

L23.01 (a) The following leaves may be granted, without loss of seniority. The employees shall submit the appropriate Board documentation to their supervisor/principal for signature and the completed document will be forwarded to the senior administrator in human resource services for approval prior to the leave.

L23.02 General

L23.02 (a) In the event that an employee wishes to return prior to the expiration of the leave of absence, it must be by mutual consent between the employee and the Board.

L23.02 (b) While on a leave of absence the employee shall be eligible to remain in the group benefits. The employee shall pay 100% of premium costs for the period of the leave granted in accordance with this Article by preauthorized direct debit from the employee's bank account.

L23.02 (c) On return from a leave of up to two (2) years and subject to Article L17 - LAYOFF AND RECALL, an employee will return to his/her previous position at his/her previous location. In the event the previous position at the previous location no longer exists, the employee will have the right to bump consistent with Article 17.04.

L23.02 (d) On return from a leave in excess of two (2) years and subject to Article L17 - LAYOFF AND RECALL, an employee will return to an equivalent position within our Board. In the event an equivalent position no longer exists, the employee will have the right to bump consistent with Article L17.04.

L23.03 Educational

L23.03 (a) A leave may be granted for education and training purposes. Approval will be based solely on the merits of each application.

L23.03 (b) Subject to the availability of funding, the Board may, upon receipt of proof that the employee has successfully completed the course, reimburse pre-approved expenses.

ARTICLE L24 – LEAVES OF ABSENCE (With Pay)

(see also C12.00, LoU #2, and LoU #5 of Part A)

L24.01 The following leaves shall be granted without loss of salary, seniority or deduction from sick leave. The employees shall submit the appropriate Board documentation to their supervisor/principal for signature and the completed document will be forwarded to the senior administrator in human resource services for approval. The required documentation shall arrive at Human Resource Services at least ten (10) days prior to the date of the leave. In the event of an emergency, a telephone call to the site supervisor, followed by the appropriate documentation to Human Resource Services will be acceptable. Such absence must not, in the opinion of the Board, conflict with the efficient operation of the school system.

L24.02 Bereavement

L24.02 (a) Five (5) consecutive Business Days shall be allowed upon the death of a member of the immediate family of the employee. The immediate family shall include the following members of either the employee or the Spouse of the employee as follows:

- i) Spouse
- ii) Father / Mother / Guardian
- iii) Son / Daughter / Foster Child
- iv) Brother / Sister
- v) Grandfather / Grandmother / Grandchild
- vi) Court Appointed Dependent

L24.02 (b) Up to three (3) consecutive Business Days shall be granted to attend funerals of non-immediate members of the family of the employee or the Spouse of the employee.

L24.02 (c) At the discretion of the senior administrator in human resource services, an allowance of one (1) day may be granted for the attendance at the funeral of a close friend.

L24.03 Child Birth and Adoption

L24.03 (a) One (1) day leave shall be granted for needs related to the birth/adoption of an employee's child.

L24.04 Discretionary

L24.04 (a) At the discretion of the Board, an allowance of up to a maximum of three (3) working days per school year may be granted to an employee for reasons outlined below in Article L24.04(b). Said reasons are to be stated clearly, in writing, on the appropriate Board documentation.

L24.04 (b) The reasons under Article 24.04 (a) shall include:

- i) Receiving a degree; writing examinations; or attending university or other convocation of a member of the immediate family.
- ii) To attend the wedding of a member of the immediate family.
- iii) For a serious illness of a member of the immediate family, the Board shall grant to an employee a paid leave of absence for the remaining number of available paid personal day(s).
- iv) To allow for acts of nature over which one has no control.
- v) Absence due to extenuating circumstances not covered above may be granted a paid leave at the discretion of the Senior Administrator in Human Resource Services or designate.

L24.05 Communicable Disease / Quarantined

L24.05 (a) In any case where, because of exposure to a communicable disease, the employee is quarantined or otherwise prevented by the order of the medical officer of health from attending upon his/her duties.

L24.06 Jury Duty / Subpoenaed

L24.06 (a) The employer agrees to grant leave of absence to employees without loss of salary or deduction from sick leave credits for absence from duty when required to serve on a jury or when subpoenaed as witness in any to which the employee is not a

party or one of the persons charged. The amount of money received by the employee for court duties exclusive of travel allowances and living expenses shall be remitted to the Board.

L24.07 Union Leaves of Absence (Union Conventions, Conferences and/or Seminars)

L24.07 (a) Leave of absence with pay and without loss of seniority shall be granted, upon receipt of appropriate documentation for the Board, employees' elected or appointed to represent the Union at Union functions. Such time shall not exceed a cumulative of sixty (60) working days in any contract year within the Union. The Union will reimburse the Board for all expenses related to replacement staff during the period of absence.

L24.08 Elected Full-Time Union Position

L24.08 (a) An employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or is elected to public office will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of one twenty-four (24) month term but without loss of seniority. Such leaves may be renewed for twenty-four (24) additional months provided a written request is made to the senior administrator in human resource services.

L24.08 (b) Where the employee elected or selected for a full-time position with the Union is at a fixed location, the employee shall have the right to return to that location for a period not to exceed twenty-four consecutive (24) months, after which the position shall be posted as a permanent vacancy. In the event that the employee serves in a full-time position with the Union in excess of twenty-four (24) consecutive months or the position at the original location no longer exists, he/she shall be entitled to exercise bumping rights according to Article L17.04 (c) upon return from such position.

L24.08 (c) Release for WSIB Representative

i) Where an employee in the bargaining unit is elected or appointed as CUPE WSIB Representative, such an employee may submit a request for an unpaid leave of absence (up to full-time) to the senior administrator in Human Resource Services. Such a leave will be granted and, where the Union requests the Board administer the salary and benefits for the employee related to the leave, the Board will continue the salary and benefits in accordance with the Collective Agreement.

L24.09 Union President Leave

L24.09 (a) An employee who is elected as President of the bargaining unit will be granted up to half-time release from their regular position. The employee will continue to receive their regular pay and benefits while President and the Board will be reimbursed

100% of the replacement costs. Notification of such leave request should be directed, annually, to the senior administrator in Human Resource Services.

L24.09 (b) Where the employee elected Union President is permanent full-time at a fixed location, the Union President shall have the right to return to that location for a period not to exceed twenty-four consecutive (24) months, after which the position shall be posted as a permanent vacancy. In the event that the employee serves as Union President in excess of twenty-four (24) consecutive months or the position at the original location no longer exists, he/she shall be entitled to exercise bumping rights according to Article L17.04 (c) upon return from such position.

L24.10 Election Leave

L24.10 (a) The Employer recognizes the right on an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority, so that the employee may be a candidate in federal, provincial or municipal elections.

L24.10 (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office.

ARTICLE L25 - DEFERRED SALARY LEAVE PLAN

L25.01 The provisions governing Deferred Salary Leave Plans are set out in Appendix "2" to this agreement.

ARTICLE L26 - LONG TERM DISABILITY

L26.01 It is agreed and understood that all permanent employees under this contract shall be eligible and must be enrolled in the Long Term Disability plan upon hire. It is further agreed that all employees will pay 100% of the premium costs.

L26.02 An employee, who is absent or will be absent from work due to illness or disability for twenty (20) or more consecutive working days, shall make application to the Long Term Disability Plan for insurance benefits.

L26.03 Accepted for L.T.D. Benefits

L26.03 (a) The Board shall provide all days with pay required for the qualification period (to the extent of available sick leave credits) to an employee whose claim has been accepted for Long Term Disability benefits. Any sick leave credits paid beyond the approval date for L.T.D. benefits must be paid back to the Board retroactive to the approval date.

L26.03 (b) Benefit coverage may be maintained at the option of the employee by preauthorized direct debit from the employee's bank account, on a cost-shared basis as defined in Article 30.01 c) of this collective agreement, for an employee who has been accepted and is receiving Long Term Disability Benefits, up to a

maximum of (24) twenty-four months or for an employee who's application for Long Term Disability Benefits is pending.

- L26.03 (c) It shall be understood that the Board will not "top up" the Long Term Disability days to achieve 100% gross wages.
- L26.03 (d) The employee's sick leave credit accumulation and vacation accumulation shall be frozen while receiving Long Term Disability Benefits. Accumulated vacation to the date of approval for Long Term Disability will be paid to the employee sixty (60) days after such date of approval.
- L26.03 (e) An employee who returns from approved Long Term Disability within twenty-four (24) months from the date of disability shall return to his or her previous job at his/her previous location provided they are capable of performing the essential duties of the job and subject to Article 17 Lay Off and Recall.
- L26.03 (f) An employee who returns from approved Long Term Disability after twenty-four (24) months but less than thirty-six (36) months from the date of disability shall be placed in a position equivalent to the one held prior to the date of disability provided they are capable of performing the essential duties of the job.

L26.04 Failure to Qualify for L.T.D. Benefits

- L26.04 (a) Any days absent during this period shall be deducted from the employee's sick leave credit accumulation provided the employee provides proper medical documentation to support the absence.
- L26.04 (b) If the employee has exhausted his/her sick leave credits while on unapproved long term illness, a leave without pay may be granted for a maximum of twenty-four (24) months, however there shall be no further accumulation of sick leave credits, vacation credits, seniority or vacation service.

ARTICLE L27 - HEALTH AND SAFETY

- L27.01 Health and Safety shall be governed by the applicable provisions of the Occupational Health and Safety Act and a member of the bargaining unit shall participate in the Joint Health and Safety Committee.
- L27.02 Each site shall be comprised of one site-based Board Representative and one site-based Worker Representative. Where workers are not represented by a trade Union, the site-based Worker Representative, who has been selected by workers, will inspect the worksite.
- L27.03 The Parties recognize the value of a workforce rooted in professionalism and respect. Therefore, the Parties are committed to promoting a safe and healthy work and learning environment free from harassment, discrimination, and violence.

ARTICLE L28 - MODIFIED REHABILITATIVE WORK

L28.01 The Board and Union agree to work cooperatively to establish modified/rehabilitative work, on a temporary or permanent basis, in order to address an employee's established medical capabilities. All efforts to accommodate will be in accordance with the pertinent legislation under Human Rights, Workplace Safety & Insurance Act and any other applicable legislation. In order to promote a modified return to work program (i.e. work hardening) for an employee, the Board will provide the Union with a copy of all modified return to work programs. The Board may, in consultation with the Union, temporarily assign tasks to an employee that normally do not fall within the bargaining unit. The employee will be involved in the process to ensure participation and they will remain in the C.U.P.E. bargaining unit. The Board agrees not to offer modified work or rehabilitative volunteer work to the extent that it will cause layoffs or loss of regular hours to permanent employees of the Board.

ARTICLE L29 - WORKERS' SAFETY & INSURANCE BOARD (W.S.I.B.)

(see also C6.00 of Part A)

L29.01 Where an employee is absent from work as a result of a workplace injury the Board will continue to pay the employee their regular pay for a maximum of twenty (20) working days following the date of the accident. Payment for absences beyond the twenty (20) working days specified above shall be made directly to the employee by the W.S.I.B. Where W.S.I.B. has not approved a claim for benefits, an employee will only be permitted to access unused sick leave credits where appropriate medical documentation is provided to the employer to support the absence.

L29.02 When the employee is accepted for W.S.I.B. benefits the amount of benefits paid by W.S.I.B. for the period the Board continued payment of wages to the employee shall be directed to the Board. The employee's sick bank shall be charged with the difference between the employee's regular wage and the amount awarded by W.S.I.B.

L29.03 Sick leave credits will be earned and accumulated to the date of the injury and will start accumulating only after the employee returns to work.

L29.04 The Board will continue to pay their share of the premiums for extended health care coverage, dental coverage, life insurance and pension contributions for a period of twenty-four (24) months following the date of the accident, provided the employee agrees to pay his/her portion by preauthorized direct debit from the employee's bank account.

L29.05 Vacation pay and vacation time off will be earned and accumulated to the date of the injury and will start accumulating only after the employee returns to work.

L29.06 Transportation to the nearest physician or hospital for an employee requiring medical care as a result of a work related accident shall be at the expense of the Board.

L29.07 An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, provided that a doctor's note states that the employee is unfit for further work on this shift.

ARTICLE L30 - BENEFITS

L30.01 Pension Plan

L30.01 (a) The Pension Plan for employees established by the St. Clair Catholic District School Board through OMERS shall be applicable to full time permanent twelve (12) and ten (10) month employees covered by this Agreement. During the life time of this Agreement, the Board agrees to make contributions to the plan in accordance with the requirements of the OMERS Act. Part-time and Casual employees shall be given the opportunity to participate in this plan subject to the provisions of OMERS.

L30.01 (b) On behalf of each employee the Board shall pay the Board Health Tax and premiums for the Workers' Safety Insurance Board.

L30.01 (c) For all eligible employees under age sixty-five (65) who became permanent employees prior to ratification of this agreement, the Board agrees to pay 85% of the billed premium cost of participation in the plans listed or equivalent plans. For employees working less than thirty (30) hours per week, the Board's share of premium costs will be paid on a pro-rated basis.

L30.01 (d) Effective upon ratification of this agreement, for eligible employees under age sixty-five (65) working less than full-time who become permanent employees, the Board's share of premium costs will be paid on a pro-rated basis.

L30.02 In order to provide benefits to eligible employees, the Board and Union agree to fully cooperate with the established Benefits Trust under the Central Terms of this Agreement.

L30.03 The Union will share in the premium reduction to the extent of 5/12 as per Unemployment Insurance Reduction Plan. These premiums are to be paid to the Union once per year at the end of March for the previous calendar year.

L30.04 Medical fees associated with the renewal of required trade tickets shall be paid by the Board.

ARTICLE L31 - PAYMENT OF WAGES

L31.01 (a) The Board shall pay wages every other Thursday for the period up to and including Friday of the same week, in accordance with Schedule "A1" (wage rate progression) attached hereto and forming part of this Agreement.

L31.01 (b) Notwithstanding Article L31.01 (a), pay for casual work performed during the pay period immediate prior to the Christmas Break, will be paid after the break.

L31.02 Employees will receive payment by direct deposit to the employee's bank account.

L31.03 Rate of Pay

L31.03 (a) An employee who is transferred by the Board to fill a temporary absence of another employee shall receive the rate for the job or his/her rate whichever is the greater.

L31.03 (b) An employee who accepts to substitute on any job during the temporary absence of another employee shall receive the rate for the job.

L31.03 (c) A permanent part-time employee shall be paid the permanent rate when performing temporary and casual work.

L31.03 (d) A temporary employee shall be paid the temporary rate when performing temporary work and the casual rate when performing casual work.

L31.03 (e) A casual employee shall be paid the casual rate when performing casual work.

ARTICLE L32 - TRAVEL ALLOWANCE

L32.01 (a) Each employee shall bear the cost of traveling from home to his/her first work location and from his/her last work location to home.

L32.01 (b) The Board agrees to pay each employee the applicable Revenue Canada rate per kilometre for each kilometre driven in the employee's own automobile while on the employer's business provided that the employee has received authorization from the employer.

L32.01 (c) An employee who is required to travel between work locations in the same workday shall be granted reasonable time to travel between those work locations.

L32.02 It is understood and agreed that employees using their personal cars on the Board's business shall maintain car insurance coverage in an amount not less than One Million Dollars for personal liability and public damage.

L32.03 Float Custodians shall be assigned by their supervisor a home base at Ursuline College, St. Patrick High School, or the CEC in Wallaceburg, whichever is closest to their regular area of work. Travel allowance shall be paid to the aforementioned employees for km travelled in excess of 15 km from the assigned base to the first work location of the day. Travel allowance shall be paid for all km travelled between work locations during the day. Travel allowance shall be paid to the aforementioned employees for km travelled in excess of 15 km from the last work location of the day to the home base.

L32.04 Computer Technicians shall be assigned by their supervisor a home base either at Ursuline College, St. Patrick High School, or the CEC in Wallaceburg, whichever is closest to their regular area of work.

ARTICLE L33 - MAJOR TECHNOLOGICAL CHANGES

- L33.01 The Board shall notify the Union before the introduction of any major technological changes, which will impact members of the bargaining unit.
- L33.02 The Board shall update the Union on any technological change at a Joint Liaison Committee meeting.
- L33.03 An employee about to be affected by the technological change shall be allowed a reasonable training period to acquire the necessary knowledge or skills. Where training to enable employees to adapt to technological change would be reasonably practicable, the Board agrees to provide the training.
- L33.04 No such employee as in Article L33.03 above shall be dismissed or have his/her regular hours or rate of pay reduced by the Board because of technological change provided the employee has the skills, experience, ability and qualifications to perform the work that remains available.

ARTICLE L34 - PROFESSIONAL DEVELOPMENT

- L34.01 When the Board in consultation with the members of the Union, determines the need for professional development, in-servicing will be held.
- L34.02 The in-service agenda and related costs must be approved by the appropriate Superintendent.
- L34.03 This day may be held on a Board scheduled Professional Development Day.
- L34.04 Where it is determined by the Board that the attendance is mandatory, invited employees will be paid at their normal daily rate of pay. If the invited employee does not attend the in-service session, he/she will not receive payment for this time.

ARTICLE L35 - JOB SECURITY

- L35.01 The Board agrees not to contract out bargaining unit work to the extent it will cause layoffs or loss of regular hours to permanent employees of the Board as of the date of ratification. Furthermore, the Board will not systematically replace the work currently performed by a member of the bargaining unit. It is understood that in the case of Maintenance staff and Computer Technician staff where there is no suitably qualified applicant for the Vacancy, the Board may contract out the work, until such time as a qualified applicant can be placed. The Board does not intend to systematically replace full-time employees with part-time employees.

ARTICLE L36 - CUSTODIAL AND MAINTENANCE

- L36.01 The Board agrees to supply three (3) sets of uniforms per year. The employee has the discretion to purchase a jacket, coat, safety shoes or any other work related clothing as approved by the supervisor, in lieu of one (1) set of the three (3) uniforms up to a value equal to one uniform set. Maintenance employees will be supplied a winter jacket or

insulated coveralls in addition to the three (3) uniforms all of which will be chosen from a predetermined selection of clothing mutually agreed upon by the Board and employee representatives from the Facility Services staff.

L36.02 Maintenance staff shall wear CSA approved safety shoes. Upon proof of purchase, the Board shall pay up to \$175.00 per employee per year for the safety shoes.

L36.03 If approved by the appropriate manager, tools required for each maintenance position may be provided by the Board.

ARTICLE L37 - GENERAL

L37.01 Merger with Another Body

L37.01 (a) In the event the Board merges with any other body, the Board where it has the authority to do so will endeavor to ensure that:

- i) Unionized employees shall be credited with all seniority rights with the new Board.
- ii) All service credits relating to vacation with pay, sick leave credits, pensionable service, and other benefits shall be recognized by the new Board.
- iii) All work and services now performed by members of the Canadian Union of Public Employees Local 4168, shall continue to be performed by C.U.P.E. members with the new Board.

L37.01 (b) The Board agrees to include C.U.P.E. Local 4168 in all discussions pertaining to the above.

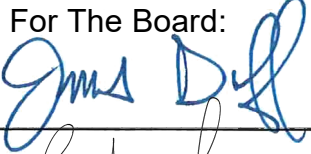
L37.02 The Board shall provide employees with an electronic version of the Collective Agreement and make the text of the Collective Agreement available on the Board's website.

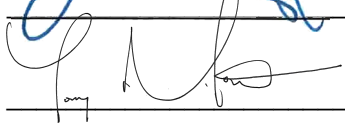
ARTICLE L38 - ADMINISTRATION OF MEDICATION

L38.01 The Board shall through existing or supplementary insurance coverage adequately insure employees against claims arising from the administration of medication in accordance with Board policy or directives for those employees who must deal with medical procedures.


Signed this 3rd day of October, 2020

For The Board:



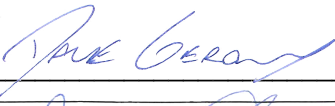


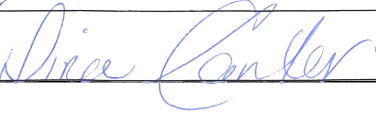


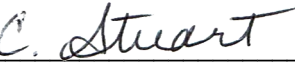




For CUPE Local:











SCHEDULE 'A1'

**Wage Rate Progression
Job Groups**

Values are in accordance with Section 13 of the Oct 9th, 2019 Memo of Settlement between CUPE and the CTA/CAE

EFFECTIVE SEPTEMBER 1, 2019 - 1.0%

| | Job Group | 90% of Start (Casual) | Probation (1st 6 months) & Temporary | After 6 months | 1 Year | 2 Year |
|---|--|----------------------------------|---|---------------------------|---------------|---------------|
| 1 | Custodian | \$18.32 | \$20.35 | \$21.03 | \$21.48 | \$22.58 |
| 2 | Secretary - Special Education Library Technician – Central Library Library Technician – Elementary Accounting Technician Receptionist – Accounting Technician SFE Operator Educational Assistant – Special Education | \$20.51 | \$22.80 | \$23.56 | \$24.07 | \$25.30 |
| 3 | Semi-skilled – Maintenance Educational Assistant - Alternative Education Educational Assistant – Itinerant (ASL) Educational Assistant – Itinerant (CST) Library Technician – Secondary Secretary – Secondary | \$20.73 | \$23.02 | \$23.81 | \$24.34 | \$25.62 |
| 4 | Computer Technician Payroll Technician Secretary - School Support Services Secretary - Elementary | \$20.92 | \$23.24 | \$24.04 | \$24.55 | \$25.86 |
| 5 | Educational Assistant - Itinerant Head Secretary – Secondary OnSIS and School Support Technician | \$21.53 | \$23.92 | \$24.75 | \$25.25 | \$26.57 |
| 6 | Licensed Maintenance | \$24.57 | \$27.30 | \$28.07 | \$28.59 | \$29.89 |

EFFECTIVE SEPTEMBER 1, 2020 - 1.0%

| | Job Group | 90% of Start (Casual) | Probation (1st 6 months) & Temporary | After 6 months | 1 Year | 2 Year |
|---|--|----------------------------------|---|---------------------------|---------------|---------------|
| 1 | Custodian | \$18.50 | \$20.55 | \$21.24 | \$21.69 | \$22.81 |
| 2 | Secretary - Special Education Library Technician – Central Library Library Technician – Elementary Accounting Technician Receptionist – Accounting Technician SFE Operator Educational Assistant – Special Education | \$20.72 | \$23.03 | \$23.80 | \$24.31 | \$25.55 |
| 3 | Semi-skilled – Maintenance Educational Assistant - Alternative Education Educational Assistant – Itinerant (ASL) Educational Assistant – Itinerant (CST) Library Technician – Secondary Secretary – Secondary | \$20.94 | \$23.25 | \$24.05 | \$24.58 | \$25.88 |
| 4 | Computer Technician Payroll Technician Secretary - School Support Services Secretary - Elementary | \$21.13 | \$23.47 | \$24.28 | \$24.80 | \$26.12 |
| 5 | Educational Assistant - Itinerant Head Secretary – Secondary OnSIS and School Support Technician | \$21.75 | \$24.16 | \$25.00 | \$25.50 | \$26.84 |
| 6 | Licensed Maintenance | \$24.82 | \$27.57 | \$28.35 | \$28.88 | \$30.19 |

EFFECTIVE SEPTEMBER 1, 2021 - 1.0%

| | Job Group | 90% of Start (Casual) | Probation (1st 6 months) & Temporary | After 6 months | 1 Year | 2 Year |
|----------|--|----------------------------------|---|---------------------------|---------------|---------------|
| 1 | Custodian | \$18.69 | \$20.76 | \$21.45 | \$21.91 | \$23.04 |
| 2 | Secretary - Special Education Library Technician – Central Library Library Technician – Elementary Accounting Technician Receptionist – Accounting Technician SFE Operator Educational Assistant – Special Education | \$20.93 | \$23.26 | \$24.04 | \$24.55 | \$25.81 |
| 3 | Semi-skilled – Maintenance Educational Assistant - Alternative Education Educational Assistant – Itinerant (ASL) Educational Assistant – Itinerant (CST) Library Technician – Secondary Secretary – Secondary | \$21.15 | \$23.48 | \$24.29 | \$24.83 | \$26.14 |
| 4 | Computer Technician Payroll Technician Secretary - School Support Services Secretary - Elementary | \$21.34 | \$23.70 | \$24.52 | \$25.05 | \$26.38 |
| 5 | Educational Assistant - Itinerant Head Secretary – Secondary OnSIS and School Support Technician | \$21.97 | \$24.40 | \$25.25 | \$25.76 | \$27.11 |
| 6 | Licensed Maintenance | \$25.07 | \$27.85 | \$28.63 | \$29.17 | \$30.49 |

SCHEDULE 'A2'

Wage Rate Progression Early Childhood Educators

Values are in accordance with Section 13 of the Oct 9th, 2019 Memo of Settlement between CUPE and the CTA/CAE

EFFECTIVE SEPTEMBER 1, 2019

| | |
|-------------------------------|---------|
| Casual Employees | \$19.30 |
| Letter of Permission | \$19.78 |
| Qualified 0 Years Experience | \$21.44 |
| Qualified 1 Years Experience | \$23.08 |
| Qualified 2 Years Experience | \$24.72 |
| Qualified 3 Years Experience | \$26.37 |
| Qualified 4+ Years Experience | \$28.03 |

EFFECTIVE September 1, 2020

| | |
|-------------------------------|---------|
| Casual Employees | \$19.49 |
| Letter of Permission | \$19.98 |
| Qualified 0 Years Experience | \$21.65 |
| Qualified 1 Years Experience | \$23.31 |
| Qualified 2 Years Experience | \$24.97 |
| Qualified 3 Years Experience | \$26.63 |
| Qualified 4+ Years Experience | \$28.31 |

EFFECTIVE September 1, 2021

| | |
|-------------------------------|---------|
| Casual Employees | \$19.68 |
| Letter of Permission | \$20.18 |
| Qualified 0 Years Experience | \$21.87 |
| Qualified 1 Years Experience | \$23.54 |
| Qualified 2 Years Experience | \$25.22 |
| Qualified 3 Years Experience | \$26.90 |
| Qualified 4+ Years Experience | \$28.59 |

ZONES-BUMPING

Zone 1

Gregory A. Hogan, Sarnia
Holy Trinity, Sarnia
Sacred Heart, Sarnia
St. Anne, Sarnia
St. Joseph, Corunna
St. Matthew, Sarnia
St. Patrick, Sarnia

Zone 2

Holy Rosary, Wyoming
St. John Fisher, Forest
St. Michael, Bright's Grove
St. Peter Canisius, Watford
St. Philip, Petrolia

Zone 3

Catholic Education Centre, Wallaceburg
Christ The King, Wallaceburg
Holy Family, Wallaceburg
Monsignor Uyen, Chatham
Sacred Heart, Port Lambton
St. Angela Merici, Chatham
St. Elizabeth, Wallaceburg
St. Joseph, Tilbury
Ursuline College "The Pines", Chatham

Zone 4

Georges P. Vanier, Chatham
Good Shepherd, Thamesville
St. Anne, Blenheim
St. Michael, Ridgetown
St. Ursula, Chatham

DEFERRED SALARY LEAVE PLAN**Qualification**

1. Any employee having three (3) years' seniority with the Board is eligible to participate in the Plan.

Description

2. Subject to the approval of the Canada Revenue Agency, the number of years over which the employee's salary is to be deferred shall be negotiated between the employee and the Director of Education, but will not exceed a six (6) year span from the commencement of the deferral of salary to the completion of the period of leave, in accordance with the Income Tax Act (Canada). The leave must be for no less than a six (6) month period.

Application

3.
 - a) An employee who intends on participating in the Plan must apply in writing to the Director of Education on or before January 31st requesting permission to participate in the Plan.
 - b) The application form shall set out the period in which the Plan is to be affected and the year in which the employee requests the leave.
 - c) Criteria for acceptance will be based on:
 - i) earliest applications and
 - ii)) seniority
 - d) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.
 - e) Approval of individual requests to participate in the Plan shall be at the sole discretion of the Board.
 - f) The employees cannot receive any earnings during the leave from the employer as this will disqualify the arrangement as a bona fide Salary Deferral Agreement.
 - g) In accordance with the Income Tax Act (Canada), employees must return to the employ of the employer or another employer that provides its employees the option to take a Salary Deferral Leave for a period at least equal to the duration of the leave at the end of the leave.

Payment formula and Leave of Absence

4. In each year of the Plan preceding the year of the leave, the employee shall be paid an equally reduced percentage of his/her proper grid salary and applicable allowances. The remaining percentage of annual salary, not to exceed one third of their earnings in accordance with the Income Tax Act (Canada), shall be deferred and this accumulated amount plus any interest earned shall be retained for the employee by the Board to finance the year of the leave.
5. Deductions will be made each pay period and remitted once a month to the current Board bank account set up separately for each participating employee. The funds in this account will be held in trust by the Board for each contributor at the bank where the Board normally does business. On or before January 31st in the first year of the participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive from the Board a statement of principal and interest standing to his or her credit, as recorded and reported by the Bank.
6. Interest shall be credited to the account monthly, using the Minimum Lending Rate less a specified percentage established by the bank. The interest rate will be applied in accordance with banking agreement established with the Board. The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation and will recognize the earnings in amounts reported to the employee's T4. In the year of the leave, one third of the accumulated savings including undistributed interest in the current account shall be paid to the employee by September 15th and the balance by January 15th less the appropriate payroll deductions.

Employee Benefits

7.
 - a) While an employee is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
 - b) An employee's benefits will be maintained by the Board during his/her leave of absence; however, the premium costs of all benefits shall be paid by the employee during the year of leave.
 - c) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
8. The Board will make pension deductions from payments to the participant in accordance with the appropriate pension act. It is understood that OMERS will treat the year of leave as broken service which the employee could purchase at double contribution on 100% of annual salary.

9. a) Sick leave credits will not accumulate during the year spent on leave.
- b) Seniority will continue to accumulate.
- c) Experience for purposes of salary increment will not accumulate for the period of the leave.

Withdrawal from the Plan

10. Laid off employees must withdraw from the Plan. In such case the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan, subject to the statutory deductions required from time to time by the regulations set by Revenue Canada. Where an employee withdraws from the plan, the Board shall issue revised T4s for years in which earnings were deferred.
11. An employee may withdraw from the Plan at any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Section 10 above.
12. Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death will be paid to the employee's estate.
13. An employee who resigns from the Board's employ, is dismissed, or otherwise ceases to be employed by the Board prior to commencement of his/her leave, shall be deemed to have withdrawn from the Plan.
14. In the event that the employee requests to delay or defer the leave of absence and the Board consents, then such leave may be postponed but under no circumstances should such delay or deferral exceed one (1) school year and the participant must take his/her leave at the end of such time or withdraw from the Plan at that time, taking into consideration the parameters previously noted.

ARTICLE L21 - SICK LEAVE

The purpose of Historical Appendix A is to provide historical terms of reference in relation to sick leave under Part A and Part B of the Collective Agreement. This Appendix shall be removed at the expiry of the current Collective Agreement.

L21.01 (a) The Board may require an employee to submit a medical certificate from a qualified medical or dental practitioner, for absences of three (3) consecutive working days or more due to sickness, physical and/or mental disability. Board requested medical documentation will be at the Board's expense.

L21.01 (b) For absences of ten (10) consecutive working days or more due to sickness, physical and/or mental disability, the Board may require an employee to submit a medical certificate at the Board's expense, endorsed by a qualified medical or dental practitioner, indicating:

i) the date the employee was seen by the doctor

ii) the anticipated date of return to normal duties (if known)

iii) an indication as to whether the employee is under continuing medical care or where appropriate, medical treatment

iv) any work restrictions if applicable, which prevent the employee from fulfilling the normal duties of his/her assignment.

L21.02 An employee who is unable to work due to legitimate personal illness, disability, medical, dental or specialist appointments, or accident that is non compensable under the Workplace Safety and Insurance Board, shall be entitled to sick leave with pay during the period of the employee's inability to work to the extent that the employee has unused accumulated sick leave credits pursuant to the terms of this Article. Medical, dental or specialist appointments should be scheduled outside normal working hours.

- L21.03 Permanent full-time twelve (12) month and permanent full-time ten (10) month employees who are actively employed shall be granted two (2) days of sick leave credits per month, effective the first scheduled work day of the month. The unused portion shall accrue for future use to a maximum of two hundred forty (240) days for permanent full-time twelve (12) month employees and to a maximum of two hundred (200) days for permanent full-time ten (10) month employees.
- L21.04 Permanent Part-Time employees shall be granted sick leave credits in the same proportion as their work time is to full time.
- L21.05 An employee shall be entitled to transfer credits accumulated in another plan in accordance with the provisions of the Education Act.
- L21.06 Employees who are unable to attend work, and who do not have sick leave credits remaining, shall be placed on leave of absence without pay, without benefits except as provided in Article 25.04 b) and without further accrual of sick leave credits to a maximum of twenty-four (24) months unless the employee resigns prior to the twenty four (24) months.
- L21.07 A deduction shall be made from accumulated sick leave credits for all working days absent. Absence for less than a full day shall be deducted in the proportion of the absence to the total number of hours in the work day for the job classification of the employee.
- L21.08 Sick leave credits granted to an employee pursuant to this Article will be used only for the purposes specified in this Article and shall have no independent cash value.
- L21.09 An employee who returns to work from sick leave shall return to his or her previous job at his/her previous location, provided they are capable of performing the essential duties of the job and subject to Article 17 Lay Off and Recall.
- L21.10 Wherever possible medical and dental appointments should be scheduled outside of the employee's normal hours of work. Unless the employee and the supervisor make mutually agreeable arrangements otherwise, a deduction from the employees accumulated sick leave credits shall apply for the day or any part thereof required to attend a medical or dental appointment during the employee's normal hours of work.

Historical Appendix B

ARTICLE L29 - BENEFITS

The purpose of Historical Appendix B is to provide a historical terms of reference in relation to benefits under Part A and Part B of the Collective Agreement. This Appendix shall be removed at the expiry of the current Collective Agreement.

L29.01 Pension Plan

L29.01 (a) The Pension Plan for employees established by the St. Clair Catholic District School Board through OMERS shall be applicable to full time permanent twelve (12) and ten (10) month employees covered by this Agreement. During the life time of this Agreement, the Board agrees to make contributions to the plan in accordance with the requirements of the OMERS Act. Part-time and Casual employees shall be given the opportunity to participate in this plan subject to the provisions of OMERS.

L29.01 (b) On behalf of each employee the Board shall pay the Board Health Tax and premiums for the Workers' Safety Insurance Board.

L29.01 (c) For all eligible employees under age sixty-five (65) who became permanent employees prior to ratification of this agreement, the Board agrees to pay 85% of the billed premium cost of participation in the plans listed or equivalent plans. For employees working less than thirty (30) hours per week, the Board's share of premium costs will be paid on a pro-rated basis.

L29.01 (d) Effective upon ratification of this agreement, for eligible employees under age sixty-five (65) working less than full-time who become permanent employees, the Board's share of premium costs will be paid on a pro-rated basis.

L29.02 Group Life Term Insurance and Accidental Death and Dismemberment

L29.02 (a) Group life insurance coverage shall be mandatory for Permanent Full-time employees and Permanent Part-Time employees – either three (3) times salary or a minimum of \$10,000.00.

L29.02 (b) Accidental Death and Dismemberment insurance will be equivalent to the Group Life term insurance amount.

L29.03 Optional Life Insurance

L29.03 (a) Employees have the option of buying optional life insurance in \$10,000.00 increments, to a maximum of \$250,000 including the group life coverage with the employee paying one hundred percent (100%) of the premiums.

L29.04 Extended Health Care

L29.04 (a) Semi-Private coverage, prescription drugs equivalent to Liberty formulary number 3 which covers drugs that legally require a prescription plus certain life sustaining over the counter drugs (\$2.00 per prescription deductible paid by the employee), vision care - \$300 every 24 months, annual eye examination, hearing aids - \$500 every 60 months, Chiropractic – maximum \$35 per visit, \$400 per year and Physiotherapy – maximum \$35 per visit, \$400 per year. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

L29.05 Deluxe Travel Insurance Plan

L29.05 (a) This travel insurance plan shall be compulsory for each employee who is enrolled in the Extended Health Plan. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

L29.06 Dental Plan

L29.06 (a) Equivalent to Liberty Health Rider #3 and Rider #4.

L29.06 (b) Orthodontic Rider 3 - \$2500 per individual lifetime maximum

L29.06 (c) Nine (9) month recall.

L29.06 (d) All benefits under this present plan are paid in accordance with the Ontario Dental Association's Schedule of Fees. The Schedule of Fees to be used is current year minus two (2) years as at February of each year. In addition, the plan will provide for dependent coverage to age 21, or to age 25 provided the dependent is unmarried and enrolled as a full-time student in an accredited institution of learning.

L29.06 (e) All of the benefits mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of the policies shall be sent to the Union as of the date of the signing of this Agreement only and in future at the written request of the Union, whenever there are any changes in the coverage provided in the policies. Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned, but the Board will use its best efforts to adjust and settle any such dispute.

L29.06 (f) The Union will be given written information about any changes which have been made to the rates and given written information regarding changes in carriers.

L29.07 Continuation of Benefits

L29.07 (a) The Board agrees to maintain the payment of its premiums for Extended

Health and Dental Plans for employees laid-off for periods less than (24) twenty-four months, provided the employee agrees to pay his/her portion of the premiums by preauthorized direct debit from the employee's bank account.

L29.07 (b) The Board shall make available to each retired member upon retirement, and until age 65, the option of enrolling in a benefit plan. The retired member shall pay 100% of the premium costs.

L29.08 Benefit Contracts and Statistical Information

L29.08 (a) The Board shall provide the Union with copies of all information regarding the group insurance and extended health plans. This shall include each master contract with the insurance company and the annual financial statements.

L29.09 The Board reserves the right to change insurance carriers provided the insurance maintains equal or better coverage.

L29.10 The Union will share in the premium reduction to the extent of 5/12 as per Unemployment Insurance Reduction Plan. These premiums are to be paid to the Union once per year at the end of March for the previous calendar year.

L29.11 Medical fees associated with the renewal of required trade tickets shall be paid by the Board.

LETTER OF UNDERSTANDING #1

Re: Professional Development

In cases where the Board receives a one-time allocation of funding to support the professional development of bargaining unit members CUPE will have the opportunity to provide input into the use of this one-time funding through the Joint Liaison Committee.

For the Employer

For CUPE Local 4168

LETTER OF UNDERSTANDING #2

Re: PDT Provincial Committees

Should the parties to *any negotiated provincial* agreement indicate their intention to establish *one of the following* committees at the provincial level; Joint Task Group on Violence in the Workplace, Green Clean Working Group, Support Workers Advisory Group (SWAG) and a Tripartite Benefits Committee, the St. Clair Catholic District School Board and the Canadian Union of Public Employees, Local 4168, agree that in the event a member of the bargaining unit is appointed to *any* of these *provincial* committees, the employee will not suffer loss of pay or benefits for time spent attending *provincial* committee meetings, *provided* the Ministry of Education commits to pay all expenses related to participation on these *provincial* committees. It *would then be* further agreed that any money received by the employee directly from the Ministry in this regard, exclusive of travel allowance and living expenses shall be remitted to the Board.

For the Employer

For CUPE Local 4168

LETTER OF UNDERSTANDING #3

Re: Staffing Funding Enhancement of 2011-12 Education Assistants

In 2011-12, the Board applied enhanced staffing funding to increase the number of hours worked by Education Assistants to a minimum of six hours and forty-five minutes (6.75 hours) per day effective September 1, 2011.

The use of the incremental forty-five (45) minutes for Education Assistants must include scheduled supervision of students or after-school homework support. However Principals may assign some of such additional time within the usual scope of duties of an Educational Assistant. Principals shall have the flexibility to assign this time in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

For the Employer

For CUPE Local 4168

LETTER OF AGREEMENT #1

Re: Legislative Changes

In the event the Government changes the current legislation with regard to Unions and required financial disclosure, dues collection or any other change in legislation that might impact CUPE Local 4168, the Board agrees to review its technological and reporting capabilities, and operational resources to determine if support can be provided to assist the Union in meeting its legislated requirements.

LETTER OF AGREEMENT #2

TERMS OF REFERENCE FOR PAY EQUITY AND INTERNAL EQUITY MAINTENANCE

A. PREAMBLE

The parties have agreed to the following Terms of Reference for the purpose of Pay Equity maintenance in accordance with the provisions of the Pay Equity Act and its guidelines as well as maintaining internal equity with respect to classifications referred to in the collective agreement.

B. JOINT JOB EVALUATION COMMITTEE

The Joint Job Evaluation Committee (JJEC) shall be comprised of:

- 3 representatives from the Union
- 2 representatives from the Board.

A quorum for the JJEC meeting shall be a minimum of four members.

(two each minimum from Union and the Board)

The JJEC shall meet to review new evaluations and for re-evaluations at the request of either party but no more than quarterly and no less than annually.

The position of Chairperson to the JJEC shall alternate between the Union and the Board.

Accurate minutes and rating documentation of the JJEC must be kept by the Recording Secretary of the JJEC. The Recording Secretary shall not participate in any rating decisions. The person appointed to this role shall be by mutual consent of the parties.

The decision of the Joint Job Evaluation Committee must be by consensus. All decisions made by the JJEC are final and binding. The JJEC shall provide rationale for their decisions.

If consensus cannot be reached, see Settlement of Disagreements.

It shall be the responsibility of the Joint Chairpersons to communicate the decision of the JJEC to the incumbent(s) and supervisors(s) using the Job Evaluation Advice of Rating Form (Appendix A).

C. JOINT JOB EVALUATION MAINTENANCE PROGRAM

- 1.1 It is important to maintain accurate job descriptions and Job Fact Sheets and job ratings on an ongoing basis. It is the intention of the parties to periodically review jobs upon request and to ensure all remaining jobs be reviewed every 24 to 36 months.
- 1.2 Whenever the Board changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description and/or job analysis questionnaire does not reflect the duties/responsibilities of the job, the following procedures shall be followed:
 - a) The incumbent(s)/Union or the supervisor/Board may request a job evaluation review by completing and submitting a Job Evaluation Maintenance Form (Appendix B);
 - b) Upon receipt of a completed Job Evaluation Maintenance Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve the interviewing of incumbent(s) and the supervisor(s) and visits to the job site by two appointed JJEC members (1 Union/1 Board), as well as information from the Job Evaluation Questionnaire and/or job description as appropriate. Based on this information, the Committee shall update the job description and/or Job Fact Sheet as necessary;
 - c) Where the job description and/or Job Fact Sheet has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and the supervisor of its decision. The rating of the job shall determine the job group and the wage rate for the job;
 - d) If the job is rated in a job group with a wage rate higher than the existing pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Maintenance Form was submitted or the new duties were assigned, whichever is earlier. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated upon the appropriate wage rate classification;
 - e) If the job is rated in a job group with a wage rate lower than the existing wage rate the incumbent in the job shall have their current wage rate frozen until such time as the wage rate for the job group meets or exceeds the current wage rate of the incumbent.

- 1.3 Whenever the Board wishes to establish a new job, the following procedures shall apply:
- a) The Board shall prepare a new job description for the job;
 - b) The JJEC shall meet to establish a temporary rating for the job based on the new job description. This temporary rating will place the job in a job group and the applicable wage rate will apply;
 - c) The job shall be posted and any person appointed to the job shall be paid the temporary wage for the job group;
 - d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Fact Sheet which shall be submitted to the JJEC for rating according to the previously agreed to procedure. The wage rate shall be paid to each incumbent effective the date of his/her appointment to the job.

D.SETTLEMENT OF DISAGREEMENTS

- 2.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Maintenance Program, the Co-Chairpersons of the Committee shall request within ten (10) working days, that each party designate an Advisor to meet with the Committee. The two (2) Advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) Advisors appointed pursuant to Section D, 2.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Board of this fact, within fifteen (15) working days.

- 2.2 Either party may, by written notice to the other party, refer a pay equity dispute to a Review Officer from the pay Equity Commission, as per the Pay Equity Act. Any other disputes shall be addressed in accordance with grievance procedures as outlined in the collective agreement.

E.APPLYING THE RATING TO THE WAGE RATE CLASSIFICATION

- 3.1 The total point allocation resulting from the job evaluation process shall be used to determine the wage range for the job groups subject to agreement by the parties.

F.AMENDMENTS

- 4.1 The parties from time to time may amend the terms of reference and/or waive provisions therein for pay equity and/or internal equity maintenance by mutual agreement.

APPENDIX 'A'

| | |
|------------------------------|------------------|
| ADVICE OF RATING FORM | |
| Incumbent's Name: | |
| Job Title: | Job #: |
| Department: | Location: |
| Current Pay Grade: | |

This is to advise the rating for the job to which you have been appointed is as follows:

| JOB RATING | | | | | | | | | | |
|---|------------|------------|------------|------------|------------|-----------|------------|------------|------------|------------|
| Sub factors | EDU | EXP | CJD | IND | CON | WR | LDR | PHS | SEN | ENV |
| Degree | | | | | | | | | | |
| Points | | | | | | | | | | |
| Total Points: | | | | | | | | | | |
| RATING RESULTS: <input type="checkbox"/> No Change <input type="checkbox"/> Change in Points <input type="checkbox"/> Change in Band Pay Grade: _____ Increment: _____ | | | | | | | | | | |
| | | | | | | | | | | |

| | |
|---------------------------------|------------------------------|
| Employer Co-Chairperson: | Union Co-Chairperson: |
| Date: | Date: |

| |
|---|
| Maintenance Committee/Human Resources to send copies to: <input type="checkbox"/> Incumbent(s) <input type="checkbox"/> Supervisor <input type="checkbox"/> Union |
|---|

JOB EVALUATION MAINTENANCE FORM
FOR
THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES 4168

A. POSITION IDENTIFICATION

Job Title: _____ Department: _____

Employee Name: _____ Employee Signature: _____

Date: _____

B. CHANGES

1. If the general purpose of the position has changed, please submit a new Job Fact Sheet.
2. Are there significant changes to the key activities presently stated on your Job Fact Sheet?
NO _____ **YES** _____. If yes, please specify the key activity (A, B, C, D or E) and state the change/s only. Estimate (to the nearest %) the percentage of the time per you spend on each Key Activity.

| KEY ACTIVITY AND % | CHANGE |
|-----------------------|--------|
| | |
| | |
| | |

Please complete the evaluation factors which you feel have been affected:

1.EDUCATION

Definition

Education refers to the training an/or formalized knowledge (versus practical experience) necessary to prepare an individual to satisfactory fill a position based on today’s educational levels and standards. Such knowledge is most commonly acquired as the result of time spent in schools, trades, colleges, universities, other formal instruction programs or equivalent.

Application of this factor should not be confused with either the actual education of a particular incumbent or with employment standards established to ensure adequate background for advancement within the organization.

For jobs coming from an apprenticeship program only the entrance education level (as prescribed) plus the required classroom time is measured in this factor. Time spent learning on the job is measured under the experience fact.

Have the minimum education and/or specific training requirements changed? **NO** _____ **YES** _____

Please specify.

2.EXPERIENCE

DEFINITION

Work experience measures the length of time (in months or years) required to learn under instruction or guidance, the essential techniques and skills required by the job. The experience will be gained on the job under consideration, as well as on prior job where the same or more elementary principles and techniques are used, and also on related jobs where one can build up a body of knowledge essential to the proper performance of the job. When evaluating this factor, include the time needed to learn special skills required for the job (but not normally taught during formal education). For jobs coming from an apprenticeship program, the time spent learning on the job (versus classroom time) is measured under this factor.

The amount of work experience represents the fastest elapsed on-the-job learning time. It is not the same as “years of experience” often used for promotion or hiring purposes. It does not reflect individual maturity or typical ages of people on a certain job. Assume that the incumbent starts with the educational level specified in the Education factor.

Has the time period of relevant experience necessary to learn and carry out the required job activities changed? **NO** ____ **YES** ____ **Please specify.**

3.COMPLEXITY-JUDGEMENT DECISION MAKING

DEFINITION

This factor deals with the decision-making aspects of the position.
Complexity refers to the variety and relative difficulty of the material or information upon which decisions are based.
Judgment refers to the use of knowledge gained through formal education/training and experience in making the decisions.

Please specify reasons for consideration and give examples.

4.INDEPENDENCE

DEFINITION

This factor refers to the degree of freedom available to exercise individual action in undertaking tasks and achieving required outputs. It also considers ingenuity, creative thought which may be needed on the job.

It is limited by the amount of direction and control received from either personal supervision/leadership or standard practices and precedents. The level of independence increases as the amount of control decreases.

Please specify reasons for consideration and give examples.

5.CONSEQUENCE OF ACTION

DEFINITION

This factor appraises the likelihood and the probable effect of errors on the job. Consider the extent of losses to the organization which may result from mistakes occasioned by insufficiently considered decisions or judgments. Consider a typical instance, not a rare or extreme one.

Consequence of Action is also used to evaluate responsibility for the safety of others.

Please specify reasons for consideration and give examples.

6.WORKING RELATIONSHIPS

DEFINITION

This factor refers to the nature and purpose of communicating with other people and/or for the well being of students. The contacts can be internal or external to the organization.

Contacts can be: talking face-to-face, on the telephone, making presentations, written communication, instructing, guiding, counseling or negotiating.

Please specify reasons for consideration and give examples.

7.LEADERSHIP

DEFINITION

Leadership considers the degree, kind and intricacies of operating supervision or the nature of functional supervision, technical direction or advice provided in staff relationships subject to organization practices (i.e. approval).

Operating leadership (supervision) refers to situations where there is a direct, clearly understood reporting relationship between the leader and staff. The leader is typically responsible for assigning the work, reviewing progress, and checking the results. They may also be responsible for performance reviews, discipline, coaching, recommending promotion or demotion.

“Functional leadership (supervision)” may be provided by a person who is particularly knowledgeable or expert in a field or discipline. The expert may be required to provide direction regarding this area of expertise to others for whom they have no formal responsibility.

Please specify reasons for consideration and give examples.

8.PHYSICAL DEMANDS

DEFINITION

Physical Demands considers the degree and severity of physical exertion associated with the position. Consider the intensity and severity of the physical effort rather than the strength or energy needed to perform the task.

Please specify reasons for consideration and give examples.

9.SENSORY DEMANDS

DEFINITION

Sensory Demands considers the degree and severity of mental concentration associated with the position.

Please specify reasons for consideration and give examples.

10.ENVIRONMENT

DEFINITION

This factor measures the frequency of exposure to undesirable or disagreeable environmental conditions, or hazards under which the work is performed. In general, consider the following characteristics of work:

Exposure to such unpleasant or disagreeable conditions as temperature extremes, fumes, chemicals, odours, noise, inclement weather, interruptions; hazards which present a risk to health or personal safety; requirement to the use safety devices, clothing or other safety procedures.

Please specify reasons for consideration and give examples.

C. OTHER COMMENTS

D. SUPERVISOR'S COMMENTS.

SUPERVISOR'S NAME: _

SUPERVISOR'S SIGNATURE: _

PLEASE RETURN TO:
