

# COLLECTIVE AGREEMENT

between the

**THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1369 C.L.C.**

**effective from September 1, 2014 to  
August 31, 2017**

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## CUPE – PART A: CENTRAL TERMS

### C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

#### C1.1 Separate Central and Local Terms

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

### C2.00 DEFINITIONS

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

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

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

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

### **C3.00 LENGTH OF TERM/NOTICE TO BARGAIN**

#### **C3.1 Term of Agreement**

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

#### **C3.2 Term of Letters of Agreement/Understanding**

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

#### **C3.3 Amendment of Terms**

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

#### **C3.4 Notice to Bargain**

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

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

#### **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

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

##### **C4.1 Statement of Purpose**

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

##### **C4.2 Parties to the Process**

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

- d) For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

**C4.3 Meetings of the Committee**

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

**C4.4 Selection of Representatives**

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

**C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

- a) **Dispute Resolution**

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

- b) **Not Adjudicative**

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

**C4.6 Role of the Central Parties and Crown**

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

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

**C4.7 Referral of Disputes**

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

**C4.8 Carriage Rights**

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

**C4.9 Responsibility to Communicate**

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

**C4.10 Language of Proceedings**

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



**C4.11 Definition of Dispute**

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

**C4.12 Notice of Disputes**

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

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

**C4.13 Referral to the Committee**

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

**C4.14 Timelines**

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.

- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

#### **C4.15 Voluntary Mediation**

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

#### **C4.16 Arbitration**

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

**C5.00 BENEFITS**

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

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

Post Participation Date, the following shall apply:

**C5.1 Funding**

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

**C5.2 Cost Sharing**

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

**C5.3 Payment in Lieu of Benefits**

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

**C6.00 SICK LEAVE****C6.1 Sick Leave/Short Term Leave and Disability Plan****Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

- i. a long term supply assignment within the meaning of the local collective agreement, or

- ii. where no such definition exists, a long term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

**“Casual Employees”** means,

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

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

**“Fiscal Year”** means September 1 to August 31.

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

**a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

**Employees on Long Term Supply Assignments**

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

to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

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

**Permanent Employees**

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

**Employees on Long Term Supply Assignments**

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

### **Employees on Long Term Supply Assignments**

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

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

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

### **e) Refresh Provision for Permanent Employees**

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

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

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

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

**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

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

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

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

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;

- and has sick leave days and/or short term disability days remaining from the previous year

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

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

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

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

#### **h) Proof of Illness**

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

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

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



**i) Notification of Sick Leave Days**

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

**j) Pension Contributions While on Short Term Disability****Contributions for OMERS Plan Members:**

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

**Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

**l) Sick Leave to Establish EI Maternity Benefits**

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

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

agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

**C7.6 Without Prejudice or Precedent**

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

**C7.7 Cost of Labour Relations Meetings**

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

**C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

**C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

**C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING****Negotiations Committee**

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

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

**C12.00 STATUTORY LEAVES OF ABSENCE/SEB****C12.1 Family Medical Leave or Critically Ill Child Care Leave**

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

**Supplemental Employment Benefits (SEB)**

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

**C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT**

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

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

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

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

**C14.00      SPECIALIZED JOB CLASSES**

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

## APPENDIX A

CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS  
NOTICE OF CENTRAL DISPUTE

Name of Board where Dispute Originated:

CUPE Local &amp; Bargaining Unit Description:

Policy ☐ Group ☐ Individual ☐ Grievor's Name (if applicable):

Date Notice Provided to Local School Board/CUPE Local:

Central Provision Violated:

Statute/Regulation/Policy/Guideline/Directive at issue (if any):

Comprehensive Statement of Facts (attach additional pages if necessary):

Remedy Requested:

Date:

Signature:

Committee Discussion Date:

Withdrawn ☐ 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 de district catholique Centre-Sud
  - ix. Conseil scolaire Viamonde

### Other Retirement Gratuities

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



**LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

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

Job Security as it Relates to Technological Change

Allowances

**LETTER OF UNDERSTANDING #2****BETWEEN**

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

**AND**

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

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

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

**PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB**

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

**Common Central Provisions****Maternity Benefits/SEB Plan**

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

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

### **SHORT TERM PAID LEAVES**

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

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

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

### **WSIB TOP-UP**

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

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

### **RETIREMENT GRATUITIES**

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

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

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

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

**SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD**

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

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

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

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

**AND**

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

**Re: Job Security: Protected Complement**

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
  - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through

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

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**Re: Professional Development**

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

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

**LETTER OF UNDERSTANDING #5****BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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



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

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

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

This Letter of Understanding expires on August 30, 2017.

**LETTER OF UNDERSTANDING #6****BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**I. MANDATE OF THE COMMITTEE**

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

**II. DELIVERABLES**

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

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

**III. SCOPE**

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

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

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

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

**IV. MEMBERSHIP**

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

**V. CO-CHAIR SELECTION**

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

**VI. MEETINGS**

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

**VII. OTHER**

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

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

**LETTER OF UNDERSTANDING #9****BETWEEN**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement. The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

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

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

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

#### **1.0.0 PRINCIPLES**

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

#### **2.0.0 GOVERNANCE**

##### **2.1.0 Board of Trustees**

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

### **3.0.0 ELIGIBILITY and COVERAGE**

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

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

### **4.0.0 FUNDING**

#### **4.1.0 Start-Up Costs**

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



- CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
  - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

#### **4.2.0 On-Going Funding**

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

- i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.

- ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.

- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then

either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

#### **5.0.0 SHARED SERVICES**

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

#### **6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES**

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
  - a. The trustees' selection of the Trust auditors and the Trust actuaries;
  - b. The annual reports of the Auditors and actuaries;
  - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design.

The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;

- d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
- e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
- f. Validation of the sustainability of the respective Plan Design;
- g. Establishing member contribution or premium requirements, and member deductibles if any;
- h. Identifying efficiencies that can be achieved;
- i. The design and amendment of the Funding policy;
- j. The investment Policy and changes to the Investment Policy; and
- k. Procurement of adjudicative, administrative, insurance, consultative and investment services.

6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share if any.

6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility;
- f. Cessation of benefits, other than life insurance benefits; and
- g. Identify other sources of revenue.

6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

## **7.0.0 ACCOUNTABILITY**

7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three year period.

If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

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

#### **8.0.0 TRANSITION COMMITTEE**

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

#### **9.0.0 PAYMENTS**

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

#### **10.0.0 ENROLMENT**

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

**11.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

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

**12.0.0 CLAIMS SUPPORT**

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

**13.0.0 PRIVACY**

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

**Appendix A – HRIS File**

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

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



**LETTER OF UNDERSTANDING #10**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

Christopher Albertyn  
John Stout  
Paula Knopf  
Mort Mitchnick  
Brian Sheehan

French Language:

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

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Ministry Initiatives**

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

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

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

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Provincial Health and Safety Working Group**

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

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

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

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

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

**LETTER OF UNDERSTANDING #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Training**

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

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

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

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

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

**LETTER OF UNDERSTANDING #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Additional Professional Activity (PA) Day**

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

**CUPE – PART B: LOCAL TERMS**

**between**

**THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1369. C.L.C.**

**effective from September 1, 2014 to**

**August 31, 2017**



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## CUPE – PART B: LOCAL TERMS

### PREAMBLE

In adherence to the philosophy of Catholic Education, employees of the Sudbury Catholic District School Board are encouraged to direct their school taxes to the separate school system.

### ARTICLE 1 – PURPOSE

The purpose of the Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide a process for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

### ARTICLE 2 – SCOPE

The Scope of this agreement shall apply to all employees of the Sudbury Catholic District School Board of the Operations and Facility Management staff save and except Supervisors, persons above the rank of Supervisors, Office Staff, students employed during the summer, Christmas and mid-winter holidays and educational work placements.

### ARTICLE 3 - UNION RECOGNITION

#### 3.01 - Bargaining Agent

The Board hereby recognizes CUPE and its Local 1369 as the sole Collective Bargaining Agent for all employees covered by Article 2 - Scope, in respect to hours of work, wages and all other conditions pertaining to this Agreement.

#### 3.02 - No Discrimination

There shall be no discrimination or intimidation by the Board or the Union against any employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, mental or parental status, family relationship, place of residence, disability or in accordance with the Ontario Human Rights Code, nor by reason of membership or activity in the Union.

#### 3.03 - Employees Defined

- (1) A full-time employee is an employee who is regularly employed for more than twenty-four (24) hours per week.
- (2) A part-time employee is an employee who is regularly employed for twenty-four (24) hours or less per week and subject to the terms of Schedule "E".
- (3) A full-time temporary employee is an employee working more than twenty-four (24) hours per week on a regular basis for a specified duration not to exceed six (6) months,

within the Facility Management Division for purposes of Capital Renovation Projects and subject to the terms of Schedule "F". Such term shall not be extended without the written agreement of the employer, the employee and the union.

- (4) A casual employee is an employee who is not regularly scheduled and is called on an as required basis, and will not regularly work more than 24 hours/week and subject to the terms of Schedule "D".

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01 - Workforce**

The Union agrees that the Board has the right, subject to the terms and provisions of this Agreement, to manage all departments, to direct the forces, to hire, promote, demote, transfer, lay-off, suspend, discipline or discharge employees for just cause.

### **4.02 - Functions**

The Board agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of the employee to lodge a grievance as set forth herein.

### **4.03 - Certificate Requirement**

The Union agrees that the Board has the right to require from the employees covered by this Agreement, a certificate of medical fitness from a Doctor mutually agreed upon. The cost of such examination is to be borne by the Board.

### **4.04 - Regulations**

The Union agrees that the Board has the right to make and alter from time to time rules and regulations to be observed which are not inconsistent with the provisions of this Agreement.

### **4.05 - Discipline**

The official personnel file of an Employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports. It is understood that the twenty-four (24) months begins from the date of the incident or occurrence.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **5.0 - Definitions**

- (1) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, and is identified as one of the following:

- (a) An individual grievance is a grievance lodged on behalf of one member of the Union.
  - (b) A group grievance is a grievance lodged on behalf of two or more members by the Union upon a common issue.
  - (c) A policy grievance is a grievance lodged by either party, other than under (a) or (b) above.
- (2) A party is: (a) the Union
- (b) the Board
- (3) A member is an employee of the Board who is a member of CUPE Local 1369 as defined in Article 2.
- (4) Days shall mean Board business days unless otherwise stated.

#### **5.01 - Terms**

The Board and the Union agree that the prompt and effective settlement of grievances is desirable and both parties agree to expedite such settlements. Therefore, both parties agree to adjust any complaints or grievances through the regularly constituted Grievance Procedure hereinafter set forth.

#### **5.02 - Work Stoppage**

In the event of any dispute or grievance arising between the Board and the Union, there shall be no suspension of work on the part of the Board or employee on account of such dispute or grievance. Grievances shall not be discussed when individual or group stoppages occur until the employee or employees participating return to work.

#### **5.03 - Complaint**

It is the mutual desire of the Parties hereto that complaints of employees be adjusted as quickly as possible. Therefore, an employee's complaint must be taken up verbally by the employee who is affected and/or his/her union representative with his/her immediate Supervisor/designate within five (5) working days.

Employees shall be accompanied by their Steward unless they do not wish a Steward present. The Immediate Supervisor/designate shall give a verbal answer within five (5) working days from the date the complaint was lodged.

#### 5.04 - Grievance

It is agreed that an employee has no grievance unless the First Step of the Grievance Procedure has been taken within fifteen (15) working days from the time such grievance arose.

#### 5.05 - Steps

The steps to be taken in the Grievance Procedure shall be as follows:

- (1) In this the First Step, the written grievance shall be discussed between the Manager of Facility Services or designate who may be accompanied by another Board designate, the grieving employee or employees concerned together with a Steward within fifteen (15) working days from receipt of the written grievance. The Manager of Facility Services or designate shall reply in writing to the Union within ten (10) days of the meeting. The Step 1 meeting will include the grievor, up to two (2) CUPE representatives and up to three (3) Board representatives. In the case of a group grievance, attendance will be limited to a maximum of two (2) grievors.
- (2) If a satisfactory settlement is not reached at Step 1, the Union may request within ten (10) days of the receipt of the reply of the Superintendent of Business and Finance or designate that the grievance be referred to the Director of Education for a meeting within ten (10) days of receipt of such request.
- (3) In this, the Second Step, the Superintendent of Business and Finance shall meet with the grieving employee or employees accompanied by a Steward and a CUPE Representative. The Superintendent of Business and Finance shall advise the Union in writing of his/her decision within ten (10) days following the meeting.
- (4) If the reply of the Superintendent of Business and Finance is not satisfactory and the Union wishes to proceed in the grievance procedure, then within ten (10) working days after the receipt of the Superintendent of Business and Finance's decision, the Union shall advise the Board through the Director of Education or designate in writing of its intention to refer the case to Arbitration. The notice shall contain the name of the Union's Nominee to the Arbitration Board. Alternatively, either party may invoke the provisions of Section 49 of the Ontario Labour Relations Act.

Notwithstanding the above, where the reply of the Superintendent of Business and Finance is not satisfactory and the employment relationship is in jeopardy, the Union may request in writing that the matter be referred to the Director of Education.

The Director of Education shall meet with the grieving employee or employees accompanied by a Steward and a CUPE Representative. The Director of Education or designate shall advise the Union of his or her decision in writing within five (5) days of the meeting.



If a satisfactory settlement is not reached, the Union may continue through the arbitration process as herein described in 5.05 (4).

- (5) The Director of Education or designate, shall within five (5) working days of the receipt of the notice, advise the Union of the Board's nominee.
- (6) The two appointees shall within five (5) working days of the appointment of the second, nominate a third party who shall be the Chairperson. In the event of their failure to select a third party, the Minister of Labour for Ontario shall select a third party.
- (7) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. Such decision shall be final and binding upon the Board and the Union, but shall not have the effect of altering or annulling any part of this Agreement.
- (8) The Board and the Union shall pay the costs of their own appointees and shall share equally the cost of the third member.

#### **5.06 - Policy Grievance**

A policy grievance as defined in Article 5.00 (1) shall be originated at Step 1 within ten (10) working days following the circumstances giving rise to the complaint or grievance.

#### **5.07 - Timelines**

- (1) Either Party may extend the time limits outlined at the various steps of the grievance procedure by ten (10) working days by advising the other Party accordingly and in writing.
- (2) Any extension in excess of the ones invoked in 5.07 (1) above may be extended by written agreement between the Superintendent of Employee Relations or designate and the Union.

#### **5.08 - Leave for Representatives**

Subject to the approval of the appropriate supervisor, representatives of the employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the Supervisory Personnel of the Board, for the purpose of investigation, consideration, and adjustment of grievances, or any other business pertaining to this Collective Agreement.

It is understood that this provision is limited to two (2) employees at one time, with a maximum of one (1) from the Maintenance Department.

**5.09 - Responses**

Replies to grievances shall be in writing at all stages. All grievances and grievance related matters shall be sent to the Superintendent of Employee Relations or designate.

**5.10 - Reinstatement**

Should it be found upon investigation, that an employee has been unjustly suspended, disciplined or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge, suspension or discipline, (less amounts earned during period of suspension, discipline or discharge) or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

**5.11 - Suspension / Discharge**

Prior to the imposition of a suspension or discharge, an employee shall be given the reason, in the presence of his/her Steward or Union Representative if the employee so desires. Such employee and the Union shall be notified promptly in writing by the employer with full disclosure of the reason for such suspension or discharge.

**5.12 - Employee File**

- (1) An employee shall have the right, at any time by submitting written notification, which includes by email, to the Human Resources Department, to have access to and review his/her official personnel file.
- (2) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (3) No evidence from the employee's official personnel file may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (4) An employee shall have the right to take notes and/or make a copy of any material contained in his/her official personnel file.

**ARTICLE 6 - UNION SECURITY****6.01 - Deduction of Dues**

It is agreed by all parties hereto that there shall be a compulsory check-off upon all employees who come within the scope of this agreement except students employed during the summer, Christmas, and mid-winter holidays. If Union dues are not deducted from newly hired employees, the Board shall be deemed responsible.

**6.02 - Remittance**

- (1) All deductions shall be made from each pay of each employee during the currency of this and any subsequent agreements and shall be submitted to the Treasurer of the Union prior to the end of the month in which the deduction was made, together with a list of such employees identifying their classification from whom deductions were made and a further list of all additions to and from the payroll of the Board affecting the Bargaining Unit and shall show conspicuously all hours worked by all employees and shall list by number each full-time, part-time and casual employee. The Board shall forward a list of the names of newly hired employees indicating the classification to be occupied. The Board shall deduct union dues according to the rate specified in a written schedule set out by the union.
- (2) The employer shall supply to the Union the total monthly earnings of all employees in the Bargaining Unit.
- (3) When an employee is off on an approved Leave of Absence, on Wage Loss Benefits or on Workplace Safety Insurance Benefits, the requirements for the deduction of Union dues shall be waived.

**6.03 – No Other Agreements**

No contract, written or oral shall be entered into between the Board or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages, and working conditions, promotions, demotions, or any other conditions affecting the welfare of the employees in general.

**6.04 - New Employees**

On commencing employment, arrangements shall be made by a representative of the Board to introduce the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for the purpose of acquainting the new employee with the benefits and duties of the union membership and his/her responsibilities and obligations to the employer and Union.

**6.05 - Member Information**

The employer shall provide the Union with a list of current addresses and telephone numbers of all CUPE employees upon request, and no more frequent than on a semi-annual basis. The Union shall notify the Employer of Union members who do not want the Union to have this information.

## ARTICLE 7 – SENIORITY

### 7.01 - Definition

- (1) Seniority shall be defined as the length of service with the Board or any predecessor Board as defined in article 7.02, and shall operate on a bargaining unit wide basis.
- (2) Continuous service is defined as uninterrupted service in accordance with the provisions of the Collective Agreement.
- (3) In all cases of transfer, demotions, layoffs and recalls for positions within the bargaining unit, seniority shall be the governing factor, provided that the employee can meet the normal requirements of the job.
- (4) In cases of promotions the following factors shall apply:
  - a) Seniority
  - b) the ability, knowledge, skill, performance, qualifications and fitness of the individual to fulfil all of the requirements of the job

Where factor (b) is relatively equal between two or more employees then factor (a) shall be the determining factor on a bargaining unit wide basis.

In designing and administering tests and/or holding interviews to measure a candidate's overall fitness to perform the position as set out in the measurable factors of the Collective Agreement, all candidates will be subject to the following criteria:

- a) any and all candidate(s) vying for a promotion must achieve at least the threshold level of a seventy per cent (70%) mark of the overall measuring instrument to be considered for such position.
- b) The substantive and demonstrable difference between candidates' marks shall be eight percent (8%) or greater whereby a difference of score less than eight percent (8%) shall be deemed as a relatively equal score.
- c) The relatively equal criteria of less than eight (8) percent shall only apply in selecting the successful candidate(s) who achieve the seventy per cent (70%) threshold.

### 7.02 - Update

An up-to-date Seniority List shall be sent to the Secretary-Treasurer of the Union and posted on all bulletin boards as follows: updated August 31<sup>st</sup>, posted by October 31<sup>st</sup>. The posting shall indicate the employees' seniority standing with the Board and shall also indicate their basic unionized weekly hours. An employee's seniority will accumulate based on actual weekly hours paid.

**7.03 - Status**

- (1) All newly hired full-time employees shall be on a probationary basis until they have performed sixty (60) days of actual worked time (i.e. does not include time away from work due to vacation, sick leave or any other approved leaves)
- (2) In the case of promotion or transfer within the Bargaining Unit, it is agreed that an employee shall be on a trial basis until he/she has performed forty (40) days of actual worked time (i.e. does not include time away from work due to vacation, sick leave or any other approved leaves.) The employer will provide the employee with the necessary orientation for the position. In the event of failure to complete the trial period satisfactorily, he/she shall revert to his/her former or equivalent position and current wage rate for said or equivalent position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority.
- (3)
  - a) No employee shall be transferred to a position outside the bargaining unit without his/her consent.
  - b) In the case of a permanent transfer or promotion outside the bargaining unit, it is agreed that the employee may return to the bargaining unit to a floater position within one year of his/her appointment. It is further agreed that the employee shall retain his/her seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority until his/her return.
  - c) In the case of a temporary transfer or promotion outside the bargaining unit, it is agreed that at the completion of the assignment the employee may return to the position he/she held with the bargaining unit. Such period shall not exceed twelve (12) months within an 18 month period commencing on the first day of such temporary transfer. It is further agreed that the employee shall retain his/her seniority accumulated up to the date of leaving the unit but will not accumulate further seniority until he/she returns.
- (4) If a temporary position outside the Bargaining Unit exceeds twelve (12) months, the employee's former position will be posted permanently as per Article 9.01 and the employee will, upon completion of the assignment, return to an equivalent position and current wage rate. Such return shall not result in lay-off or bumping of an employee in the Bargaining Unit.
- (5) The Employer will notify the Union in writing of all permanent/temporary transfers outside of the Bargaining Unit.

- (6) Part-time employees in the classification of Custodian, Assistant Custodian and Cleaner will be on a probationary period during the first 240 hours of employment.

Part-time employees in all other classifications will be on a probationary period during the first 480 hours of employment.

#### **7.04 - Adjustments**

Complaints regarding errors in seniority standing since the last posting of the seniority list may be grieved. No change in the seniority status of an employee shall be made unless concurred to by the Union.

#### **7.05 - Part-time Employees**

- (1) The Board shall be entitled to employ part-time workers to work more than 24 hours per week for a period not to exceed a six (6) month duration.
- (2) Except in situations where a part-time employee is replacing a full-time employee on a temporary basis, a part-time employee automatically becomes a full-time employee if the part-time employee works more than 24 hours per week for a continuous period exceeding six (6) months. Such an employee shall be entitled to all rights, benefits and privileges of this Collective Agreement of a full-time employee from the day he/she becomes a full-time employee.

#### **7.06 - Layoff**

- (1) It is understood that this clause does not apply to permanent employees who occupy a temporary position. Such employees shall revert to their previous permanent position.
- (2) Definition of Layoff -- a layoff is defined as a reduction of employee(s) from the total workforce.
- (3) Notice of Layoff

In the event of a proposed layoff the employer shall:

- (i) provide written notice to the Union before notifying the employees to be laid off.
- (ii) provide to the affected laid off employee(s) no less than three (3) months written notice of layoff or pay in lieu thereof. Copies of such notice shall be provided to the Union.
- (4) In cases of layoff, employees will be laid off in the reverse order of seniority unless the more senior employees are unable to fulfill the normal requirements of the job without training other than orientation.

In a situation where the employer requires its full complement of Facility/ Maintenance employees and such employees are least senior employees in the bargaining unit, in the event of a layoff these junior employees may be bypassed and maintained in order to meet the efficient operation of the Board.

- (5) Laid off employees shall be placed on the recall list as referred to in Article 7.09.

#### **7.07 - Workforce Adjustment**

- (1) Preamble

It is understood that this clause applies to employees being displaced from their last permanent posting as a result of a workforce adjustment and not those affected by Article 7.06 or 7.08.

- (2) The employer shall provide such affected full time employees with no less than one (1) month written notice of displacement prior to redeployment; the employer shall provide such affected part time employees, at the time of the initial staffing for the upcoming school year, no less than one (1) month written notice of displacement prior to redeployment; thereafter during the school year part time employees may be redeployed simply upon receipt of notice of displacement.
- (3) Affected employees under this clause shall have access to the bumping process per Article 7.08.
- (4) Employees who incur a loss of earnings due to displacement shall have their earnings and hours of work red-circled for a period of no less than three (3) months from the date the notice of displacement is issued.

#### **7.08 - Bumping Rights**

In the event of a displacement as per Article 7.07 or as a result of being bumped, the affected employee(s) may:

- (1) accept a placement in a vacant position at the same or lesser classification or hours if one exists after the posting process; or
- (2) displace an employee with lesser seniority provided the employee can perform the duties of the position without training other than orientation. It is understood that this includes the right to bump up; or
- (3) in the case of a situation arising during the initial proposed staffing for the upcoming school year, an employee may voluntarily accept a no less than three (3) months written Notice of Layoff or pay in lieu thereof. Copies of such notice shall be provided to the Union. In all other cases the employee may voluntarily accept a Notice of Layoff

effective the day following the refusal of an offer of a job with decreased earnings.

- (4) Employees who incur a loss of earnings due to bumping shall have their earnings and hours of work red-circled for a period of no less than three (3) months from the bumping date provided such employees are not in receipt of a Notice of Layoff.
- (5) Employees electing a voluntary layoff shall be placed on the recall list referred to in Article 7.09.

#### **7.09 - Recall Provisions**

- 1) Laid off employees shall remain on the recall list for a maximum period of twenty- four (24) months from their date of layoff.
- 2) Employees on the recall list shall be recalled in the order of their seniority provided that they are qualified and able to meet the normal requirements of the job. The posting procedure in Article 9 of the Collective Agreement shall be completed before the recall process is initiated.
- 3) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- 4) Employees on the recall list will be given preference in order of seniority for temporary vacancies expected to exceed ten (10) days, at the same or lesser classification and hours provided that the employee can perform the duties of the position without training other than orientation. An employee will be offered such temporary vacancy by phone contact. An employee who is offered such temporary vacancy may accept or refuse such assignment without affecting his/her recall rights. Schedule "E" shall apply to such employees.
- 5) Where it is operationally feasible, employees on the recall list will be given preference in order of seniority for temporary work less than ten (10) days in duration resulting from an unexpected situation such as a catastrophic event and provided that the employee can perform the duties of the position without training other than orientation. An employee will be offered such temporary work by phone contact. An employee who is offered such temporary work may accept or refuse such assignment without affecting their recall rights. Schedule "E" shall apply to such employees.
- 6) Employees on the recall list will be given preference in order of seniority for work as a full time temporary employee for purposes of Capital Renovation Projects, provided that the employee can perform the duties of the position without training other than orientation. An employee will be offered such temporary work by phone contact. An



employee who is offered such temporary work may accept or refuse such assignment without affecting their recall rights. Schedule "F" shall apply to such employees.

- 7) New employees shall not be hired until all those laid off have been given an opportunity of recall.
- 8) Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.
- 9)
  - (a) When employees are to be recalled to permanent positions at the same or lesser classification or hours, they shall be notified by registered mail forwarded to the last place of residence recorded with the Board by the employee. The Union will receive a copy of such notice.
  - (b) Should the employee;
    - (i) fail to advise within fifteen(15) working days after mailing of such notice, of his/her intention to report for work on the recall start date stated; or
    - (ii) fail to report for work within (15) working days after having advised the Employer of his/her intentions to report for work;

the Board shall be under no obligation to re-employ the employee.

  - (iii) Subject to Article 7.09 (1), an employee may refuse the permanent position without affecting their recall rights
- 10) The Board shall advise the Union in writing of all employees recalled to a permanent classification.

#### **ARTICLE 8 - LOSS OF SENIORITY**

An employee shall lose all seniority for any of the following reasons:

- (a) Voluntary resignation
- (b) Discharge for just cause
- (c) Failure to report to work in accordance with Article 7.09
- (d) After a lay-off extending for a period of more than twenty-four (24) consecutive months

## ARTICLE 9 - JOB POSTING

### 9.01 - Process

#### In accordance with part A, Central Terms of this Collective Agreement and the following:

- 1) All vacant and newly created permanent jobs shall be posted for seven (7) working days on the designated job posting board. Any position requiring interviews shall indicate the date and times of such interviews on the posting. Such notice shall contain the following information: classification, work site, shift and wage rate as per Schedule "A".

A copy of said posting shall be forwarded to the Recording Secretary of the Union.

Application forms shall be available at all work locations.

- 2) A selection period of up to ten (10) working days shall apply to positions requiring an interview. A selection period of up to five (5) working days shall apply to all other posted positions. After the posting has ended, the name of the successful applicant shall be posted for five (5) working days on the job posting board and a copy forwarded to the Recording Secretary of the Union.

- 3) The Board shall post all vacancies as specified in Article 9.01 (1) within five (5) working days of the occurrence during the school year.

- 4) Where there are more than two (2) vacancies the Board may schedule a job fair to expedite the process to fill the initial vacancies and all resulting vacancies. An absent employee may exercise his/her seniority rights through a Union representative.

- 5) It is understood that the following applies solely to the custodial staffing process, for the forthcoming school year.

- a) By May 31<sup>st</sup> of each year, the required staff will be calculated in accordance with Schedule C – Custodial Staffing.
- b) The number of full time equivalent (FTE) employees in excess of the required complement will be surplus to the system and issued a Notice of Layoff in accordance with Article 7.06.
- c) For any changes to the staffing structure at schools, affected employees will be issued a Notice of Displacement of each year in accordance with Article 7.07.
- d) A memorandum will be sent to all CUPE employees to describe any workforce changes and to provide advance warning of the possibility of being affected through the bumping process.

- e) All CUPE employees shall have the right to attend or participate in a Job Fair if scheduled, during regular working hours to fill all newly created positions and to fully complete the bumping process. It is understood that Article 9 applies for all other vacancies.
- 6) Employees shall be allowed to withdraw their application for positions provided such withdrawals are made in writing prior to the conclusion of the posting period as per article 9.01 (1).

### 9.02 - Results

- (1) Following the selection process of the job posting procedure, the employer shall provide the Union with the names of all applicants, their seniority and indicate the successful applicant to the vacant position.
- (2) The successful applicant shall not be permitted to return to his/her former job for a period of six (6) months.
- (3) In the event that the most senior employee is not the successful applicant, the Employer shall then offer the position to the next senior applicants sequentially. Where there is no successful applicant an employee may be hired from outside the Bargaining Unit.

### 9.03 - Temporary Vacancy

- (1) Temporary vacancies of one full shift or more, but less than twenty (20) working days in the position of Custodian shall be offered, for the Custodian's full scheduled shift, to the school staff in accordance with Article 7.01 (3) and (4).
- (2) In the event that a temporary full time vacancy extends beyond twenty (20) working days, the first and second vacancies shall then be posted as per article 9.01. Any subsequent vacancies will be assigned.

An employee occupying a temporary position cannot bid on another temporary position unless it provides for an increase earnings potential or improved hours.

- (3) An employee filling a temporary vacancy shall on termination of the said temporary vacancy revert to the permanent position held immediately preceding his/her selection for the temporary vacancy.

## ARTICLE 10 - PAID HOLIDAYS

### 10.01 – Holidays

New Year's Day   Good Friday   Labour Day   Civic Day   Canada Day

Christmas Day   Thanksgiving Day   Victoria Day   Easter Monday   Boxing Day   Family Day

**10.02 - Holiday Schedule**

- (a) In the event that the following Paid Holidays fall on a day set out below, the following schedule shall be observed by all employees.

<b>Holiday</b>	<b>Falling On</b>	<b>Day Off</b>
New Year's Day	Saturday or Sunday	Friday Preceding
Canada Day	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding <u>or Monday following</u>
Boxing Day	Saturday or Sunday	<u>Friday Preceding or Monday Following</u>

**10.03 - Vacation Period**

In the event that a Paid Holiday falls within the employee's vacation period, no deduction shall be made from the employee's vacation entitlement for that day.

**10.04 - Holiday Requirement**

In order to qualify for any of the above Paid Holidays, an employee is required to work his/her one full scheduled shift immediately preceding and his/her one full scheduled shift immediately following the Holiday unless such employee is sick and produces a medical certificate to that effect.

**10.05 - Holiday Work Rate**

Employees who are not required to work on the above Holidays shall receive Holiday pay equal to one normal day's pay. Employees called upon to work on any of the Holidays provided for in this Article shall be paid their regular day's pay as above, plus time and one-half their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours.

**10.06 - Additional Day Off**

Each employee shall be entitled to a day off with pay to be taken on a work day between Christmas and New Year's Day as mutually agreed to between the Board and CUPE. In the event the federal and/or provincial government recognizes an additional statutory holiday during the life of this agreement, such additional holiday will replace this Additional Day Off.

**10.07 - Adjustments**

Payment for statutory holidays for employees working less than forty (40) hours will be based on the average salary and average hours worked of the preceding twenty (20) working days to the holiday.

**ARTICLE 11 - ANNUAL VACATION****11.01 - Employees with Less than One Year**

Employees who have less than one year's service with the Board as of August 31<sup>st</sup>, shall be granted vacations on the following basis: 5/6th of one day with pay for each month or major fraction thereof of service prior to August 31<sup>st</sup>.

**11.02 - Employees with One Year or More**

Employees who have completed one year or more of employment with the Board as of June 30<sup>th</sup>, shall be granted two (2) weeks vacation with pay calculated at the rate of 4% of the gross yearly earnings, for the year ending May 31st.

**11.03 - Allocation**

Employees who have completed the following years of service with the Board shall be granted annual vacation with pay according to the following schedule:

**Years of Service as of**

<b>June 30<sup>th</sup></b>	<b>Annual Vacation Entitlement</b>	<b>Vacation Pay</b>
Less than one	5/6 of one day each month	4% of gross earnings
From one (1) to		
Three (3) years	10 days	4% of gross earnings
Four (4) years	15 days	6% of gross earnings
Five (5) years	16 days	6.4% of gross earnings
Six (6) years	17 days	6.8% of gross earnings
Seven (7) years	18 days	7.2% of gross earnings
Eight (8) years	19 days	7.6% of gross earnings
Nine (9) years	20 days	8% of gross earnings
Ten (10) years	21 days	8.4% of gross earnings

Eleven (11) years	22 days	8.8% of gross earnings
Twelve (12) years	23 days	9.2% of gross earnings
Thirteen (13) years	24 days	9.6% of gross earnings
Fourteen (14) years	25 days	10% of gross earnings
Fifteen (15) years	26 days	10.4% of gross earnings
Sixteen (16) years	27 days	10.8% of gross earnings
Seventeen (17) years	28 days	11.2% of gross earnings
Eighteen (18) years	28 days	11.2% of gross earnings
Nineteen (19) years	29 days	11.6% of gross earnings
Twenty (20) years	29 days	11.6% of gross earnings
Twenty-one (21) years	30 days	12.0% of gross earnings
Twenty-two (22) years	30 days	12.0% of gross earnings
Twenty-three (23) years	31 days	12.4% of gross earnings
Twenty-four (24) years	31 days	12.4% of gross earnings
Twenty-five (25) years	32 days	12.8% of gross earnings
Twenty-six (26) years	32 days	12.8% of gross earnings
Twenty-seven (27) years	32 days	12.8% of gross earnings
Twenty-eight (28) years	32 days	12.8% of gross earnings
Twenty-nine (29) years	32 days	12.8% of gross earnings
Thirty (30) years	33 days	13.2% of gross earnings (effective July 1, 2010)
Thirty (30) years	34 days	13.6% of gross earnings (effective July 1, 2011)
Thirty (30) years	35 days	14.0% of gross earnings (effective July 1, 2012)

**11.04 - Accumulation**

Employees with vacation entitlement shall accumulate their vacation credits to August 31<sup>st</sup> of each year. Employees shall not be allowed to take any vacation from their accumulated vacation credits prior to September 1<sup>st</sup>.

**11.05 - Scheduling**

Vacations shall be taken during the twelve (12) month period of September 1<sup>st</sup> to August 31<sup>st</sup>. In the event that two employees at the same school are requesting the same vacation time, seniority will be the governing factor.

**11.06 - Approval**

Employees' requests for vacation leave will be scheduled and approved by the Board up to the maximum number of employees that can reasonably be accommodated at one time.

**11.07 - Unused Vacation**

An employee leaving the services of the Board at any time in his/her vacation year before he/she has had his/her vacation, shall be entitled to vacation with pay prorated in accordance with the provisions of this Article.

Earned vacation shall not be carried over from one year to the next. Any vacation not taken by August 31<sup>st</sup> shall be paid out on the second pay in September.

**11.08 - Vacation Periods**

- (a) Custodial employees shall be allowed to take their vacation entitlement in accordance with Article 11.03 during the following periods:
  - (i) July and August
  - (ii) Christmas Break
  - (iii) Mid Winter Break
  - (iv) Other days as mutually agreed upon with the employer where regular day school classes are not being offered.
- (b) An employee wishing to take vacation as entitled, in accordance with Article 11.03, at other periods than indicated in clause 11.08 (a) above shall comply with the following conditions:

An allowable maximum of ten (10) working days will be granted. Vacation shall be taken at a time mutually agreed to by the employer and employee.

**11.09 - Alternate Vacation Periods**

Facility Management employees may take their vacation entitlement at any time during the year, seniority being the governing factor, having made suitable arrangements with the immediate supervisor or designate who will have due regard for the efficiency of operations in establishing a vacation schedule.

**11.10 - Vacation Pay**

- (a) Employees will receive due vacation pay and vacation entitlement in accordance with Article 11.03.
- (b) Vacation pay will be paid to employees for vacation days taken at the daily vacation rate and issued on the regularly scheduled bi-weekly pay during which the employee takes his/her vacation. The daily vacation rate shall be calculated by dividing the vacation pay entitlement by the number of vacation days entitlement.

**11.11 - Part-time Employees**

Part-time employees' vacation entitlement will be in accordance with the Employment Standards Act.

**11.12 - Part-time Scheduling**

- (a) Part-time employees shall be allowed to take their vacation entitlement in accordance with Article 11.11 during the following periods:
  - (i) July and August
  - (ii) Christmas Break
  - (iii) Mid Winter Break
  - (iv) Other days as mutually agreed upon with the employer where regular day school classes are not being offered.
- (b) A part-time employee wishing to take his/her vacation entitlement in accordance with Article 11.11, at other periods than indicated in clause 11.12 (a) above, shall comply with the following conditions:
  - (i) An allowable maximum of five (5) working days will be granted;
  - (ii) Vacation shall be taken at a time mutually agreed to by the employer and employee.



**11.13 - Vacation Blocks**

- (a) For employees working forty (40) hours, vacation days are to be taken in minimum blocks of four (4) hours at a time.
- (b) For employees working less than forty (40) hours, vacation days are to be taken in minimum blocks of one (1) full day.

**ARTICLE 12 - HOURS OF WORK AND OVERTIME****12.01 - Maximum Hours**

The maximum hours of work for the custodial employees working full-time shall be as Schedule "B" attached.

**12.02 - Overtime**

The hours of work for employees in excess of eight (8) hours/day or forty (40) hours/week shall be considered overtime hours and shall be paid at the rate of one and one-half times the regular rate.

**12.03 - Hours of Work**

Maintenance Section hours of work shall be as per Schedule "B".

**12.04 - Minimum Hours**

Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of four (4) hours pay for four (4) hours work or less at the prevailing overtime rate.

**12.05 - Regular Hours**

For the purpose of this article, a regular shift is defined as eight (8) hours per day and a regular work week is defined as forty (40) hours per week, Friday to Thursday.

**12.06 - Overtime Allocation**

- (a) Overtime will be divided as equitably as possible. Such overtime shall be given to permanent employees before probationary employees.
- (b) In an emergency situation and where feasible, the Custodian assigned to a school shall be called in.
- (c) (1) The parties recognize that overtime is necessary in the Operations Division.
  - (2) (i) Overtime required to deal with an unexpected local school problem shall first be offered to the staff present at the school at the time of the incident.

- (ii) If no one is present, then 12.06 (b) applies.
  - (iii) If the custodian as per 12.06 (b) is unavailable, then the other school staff will be called in order of seniority.
  - (iv) If no one from the school staff is available, then the members of the Master Custodial Overtime list will be called in order of seniority.
- (3)
  - (i) Scheduled overtime for special events such as a conference or a school dance will be offered on a rotational basis to the staff of the school. The Custodian or BST of the school shall maintain a detailed log of recorded overtime.
  - (ii) If no one from the school staff is available then the members of the Master Custodial Overtime list will be called in order of seniority.
- (d)
  - (i) Overtime required within the Warehousing Division shall be offered to the staff of the Division in order of seniority.
  - (ii) If no one from the Division staff is available then the members of the Master Custodial Overtime list will be called in order of seniority.
- (e)
  - (i) The Board will maintain three (3) Custodial Master Overtime lists, one for each of the following classifications: custodians, assistant custodians, cleaners. The lists will include only the names of those employees who are interested in performing overtime work and will list all such employees in decreasing order of seniority.
  - (ii) By September 15th of each year, the lists will be updated and further modified to reflect the willingness of employees to work overtime.
  - (iii) Management will draw employees from the appropriate list, based on the nature of the overtime work to be performed. Each list operates on a rotational basis.
  - (iv) Employees will be expected to work for the entire duration (i.e. Saturday and Sunday) of the assignment; employees will not be allowed to choose only a portion of the assignment. The process

of following the master lists is continuous in nature for the duration of the contract term. On the next overtime occurrence, management will begin by offering the overtime work to the next most senior employee on the appropriate list. If an employee refuses the overtime or is unavailable or cannot be reached after one attempt at home and one attempt at work, the employee will be bypassed and the next senior employee will be offered the work. The bypassed employee will be offered overtime only in the next cycle.

#### **12.07 - Responsibility**

If the presence of the Custodial Employee is not required in a school during a loan or rental, the said employee shall not be held responsible for the security of the school during the night of the said loan or rental.

#### **12.08 - Time Off In Lieu**

Time off in lieu of overtime shall be approved under the following conditions:

- (a) Instead of cash payment for overtime, an employee must accumulate at least 50% of earned overtime at the applicable overtime rate which is to be taken in time off.
- (b) In the case of earned overtime with capital construction projects, employees shall be compensated 100% in cash, not including call outs.
- (c) All time off in lieu of overtime shall be taken by the employee at a time mutually agreed upon by the employee and the employer, during the same fiscal year the overtime was incurred. An employee's bank of accumulated overtime shall be depleted by August 31<sup>st</sup> of each year.

#### **12.09 - Meal Allowance**

- (a) When an employee is called upon to perform more than two (2) hours of overtime work continuous to an eight (8) hour shift, he/she shall be paid up to a maximum of \$12.00 for the purpose of purchasing a meal. Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then he/she shall be paid up to a maximum of an additional \$12.00 for the purpose of purchasing the second meal.

- (b) Employees called upon to perform unscheduled work not continuous with their regular scheduled shift, shall receive a meal allowance of up to a maximum of \$12.00 for each five (5) continuous hours of employ.

#### **12.10 - Overtime Rate**

Part-time employees shall be paid overtime at the rate of one and one-half times the applicable hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per work week.

#### **12.11 - On Call**

It is understood that any employee required to be on call will be compensated at a rate of \$100.00 per calendar week or prorated accordingly. The rate will increase to \$150.00 effective September 1, 2009.

### **ARTICLE 13 - NO STRIKE OR LOCKOUTS**

#### **13.01 - No Work Stoppage**

During the term of this Agreement neither the Union or any of its Officers or Officials, nor any employee shall take part in, or call, or encourage any strike, sit-down, or any suspension of work against the Board which shall in any way affect the operations of the Board, nor shall the Board nor any of its Officers or Officials engage in any lockout.

#### **13.02 - Other Bargaining Units**

In the event of a strike or lockout by another bargaining unit, the employee agrees to make a reasonable effort to report for work. It is understood that where an employee has a concern in regards to his/her health and safety such employee shall not be required to cross the picket line and shall report to the Employer. The employee shall be entitled to request an unpaid leave of absence under Article 25 of the Collective Agreement.

### **ARTICLE 14 - BULLETIN BOARDS**

The Board agrees that the Union shall have the right to use Bulletin boards supplied by the Board and located in the custodial supply room in each school and Board facilities where employees are assigned. Such Bulletin Board will be used to post notices of meetings and other such notices that may be of interest to all employees concerned. Management shall have the right to remove materials offensive to the Board.

### **ARTICLE 15 - VALIDITY OF AGREEMENT**

In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not

be, or deemed to be abrogated but shall be amended as to conform with the requirements of any such law.

## **ARTICLE 16 - PAY DAYS**

### **16.01 - Pay Schedule**

Pay days shall be every second Thursday except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day.

### **16.02 - Pay Information**

- (1) The Board will show conspicuously in writing on the pay slip accompanying the wages paid to each employee the following facts: employee's wage rate, number of overtime hours worked and all deductions made.
- (2) Should the Board wish to allow employees access to the electronic pay stub system, consultation and mutual agreement shall be sought by the parties prior to its implementation.

### **16.03 - Union Dues**

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union Dues paid by each Union Member in the previous year.

## **ARTICLE 17 – SCHEDULES**

Attached hereto and forming an integral part of this Agreement affecting employees are the following Schedules:

1. Schedule "A" - Classification and Wage Rates
2. Schedule "B" - Hours of Work
3. Schedule "C" - Custodial Staffing
4. Schedule "D" - Casual Employees
5. Schedule "E" - Part-time Employees
6. Schedule "F" - Temporary Full-time Employees

## **ARTICLE 18 - TOOLS AND EQUIPMENT**

The Board will supply all tools and equipment and cleaning materials essential and necessary by the Board in order to carry out the work maintaining facilities. All such tools provided must be kept on facility premises and replacements will be made by producing the broken or worn tool.

## ARTICLE 19 - HOSPITALIZATION AND MEDICAL BENEFITS

The Board shall provide the Benefit Plans' Master Policies within 15 days of being received by the Board.

The benefits conferred under the Benefit Plan's Master Policies will be maintained as status quo, except as otherwise mutually agreed, for the life of this Agreement.

### 19.01 - Benefits

#### (1) Extended Health

The Board agrees to contribute one hundred percent (100%) of the total employee cost for the Extended Health Supplementary Plan, Vision Care Plan (\$250.00) and the Prescription Drug Plan (35 cents deductible), \$50,000.00 per year Private Duty Nursing.

#### (2) Group Life

The Board agrees to contribute one hundred percent 100% of the premium for Group Life Insurance equal to triple the annual salary.

The Board agrees to contribute \$1.80 per month per employee for Group Term Life Insurance coverage upon the life of the employee's spouse of twelve thousand dollars (\$12,000.00)

Participation in this plan of Group Term Life Insurance for employees and spouses shall be mandatory for all employees covered by this agreement.

#### (3) Dental

The Board agrees to contribute one hundred percent (100%) of the total employee cost for the Dental Plan in accordance with the current O.D.A. fee schedule. This Dental Plan will include a 50% co-insurance orthodontal and major restorative plan to a maximum of \$2,000.00 lifetime for each element for all family members.

#### (4) Premium Contribution during Absence from Work

- (a) In the event an employee has exhausted his/her paid sick leave, the employer's contribution will be paid to the above plan during the employee's participation in the wage-loss program (maximum 75 days). Thereafter, the employee may choose to participate by paying the full premiums through the employer.

(b) An employee on staff who is injured in the course of his/her duty and receiving indemnity from Workplace Safety and Insurance Board shall be provided the opportunity to elect:

(i) to receive his/her indemnity directly from Workplace Safety and Insurance Board without deduction from his/her accumulated sick leave credits.

OR

(ii) to receive from the Board his/her regular gross salary in accordance with this agreement consisting of WSIB award (advances) plus a top-up amount; the Board shall then deduct from the employee's cumulative sick leave bank, for each day of absence, the proportion of time equivalent to the top-up (salary less WSIB award) paid by the Board.

(c) An employee who is receiving Workplace Safety and Insurance Board weekly benefits will continue to receive benefits in accordance with the Benefit Plans in Article 19.01 as per the Workplace Safety and Insurance Act. Following this statutory period, an employee may continue to participate in group benefits provided in this agreement by remitting directly to the Board the full premium thereof.

(d) When the employee's cumulative sick leave are entirely used up, the conditions of option (4)(b)(i) above shall apply.

## **ARTICLE 20 - LABOUR-MANAGEMENT COMMITTEE**

(1) The Board agrees, in cooperation with the Union, to establish a Labour- Management Committee to be composed of four (4) members of the Union Executive and four (4) Board Management representatives. It shall be the duty of this committee to meet every two (2) months, if necessary, to discuss any matters which may arise in the day to day operations of the Board. Notwithstanding the above, the Parties may, by mutual agreement, schedule additional committee meetings.

(2) Any representative of the local Union Labour-Management Committee shall have the right to attend the regularly scheduled meetings within working hours without loss of remuneration. The Union will endeavour to ensure that there shall not be more than one (1) representative from Maintenance.

(3) In the event of layoff(s), a meeting of the Labour/Management Committee shall be established no later than two (2) weeks after the notice of layoff is given to the Union.

The mandate of the Committee is to:

- a) identify and propose alternatives to the proposed layoff(s) including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the employer which could be performed by bargaining unit employees;
  - b) identifying vacancies which may become available within a twelve (12) month period which are either:
    - i) within the bargaining unit;
    - ii) within another CUPE bargaining unit;
    - iii) not covered by a Collective Agreement
  - c) The Parties shall make every effort to find alternatives to layoffs.
  - d) The Parties shall consider voluntary early retirement and severance packages.
- (4) Each party shall appoint a co-chair for the Labour/Management Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.
- (5) The Employer shall provide to the Labour/Management Committee all pertinent staffing, work organization and financial information necessary for the Committee to carry out its mandate.

## **ARTICLE 21 - PENSION PLAN**

Employees covered by this Agreement shall be covered by the Ontario Municipal Employees Retirement System in accordance with the regulations thereunder and the Canada Pension Plan based on a fifty percent (50%) contributory basis.

## **ARTICLE 22 - RELIEVING IN OTHER CLASSIFICATIONS/GRADES**

### **22.01 - Higher Rate Position**

When an employee is detailed to relieve in a position of higher rating, he/she shall receive the rate applicable for the position in which he/she is relieving for the hours worked in the higher rate position.

### **22.02 - Lower Rate Position**

When an employee is detailed to relieve in a position of lower rating, he/she shall maintain his regular rate of pay while so assigned.



## **ARTICLE 23 - VEHICLE ALLOWANCE**

### **23.01 - Rate**

- a) Permanent employees required by the Board to use their personal vehicles in order to carry out the business of the Board shall receive a vehicle allowance, the greater of the rate of 32.0 cents per kilometre or as specified in Board APG while on Board business.
- b) Notwithstanding the above, permanent Maintenance employees of the Facility Services required by the Board to use their personal vehicles in order to carry out the business of the Board will be entitled to receive in addition to the mileage set out in Article 23.01 a) above, an additional \$65.00 per month. Effective September 1<sup>st</sup>, 2009 \$100.00 per month.

### **23.02 - Payment Schedule**

Vehicle allowance payment shall be made for a one (1) month period calculated on a calendar month and paid before the following month-end consisting of the total allowances for the preceding month as well as showing conspicuously on the pay slip, the total mileage, the rate per mile, as well as the additional monthly payment outlined in article 23.01.

## **ARTICLE 24 - SICK LEAVE**

### **24.01 - Definition of Sick Leave**

Sick Leave means the period of time an employee is permitted to be absent from work by virtue of his/her personal illness or injury.

It is understood that Sick Leave provisions do not apply to an accident for which compensation is payable under the Workplace Safety and Insurance Act (except as provided in clause 19.01 (4)), or for which the employee would be legally liable.

### **24.02 - Allocation of Sick Leave Credits**

Sick Leave credits shall be granted to employees on the basis of two (2) days per month per year.

In any one year where an employee has not had sick leave or only a portion thereof, he/she shall be entitled to full accrual of the unused portion of sick leave credits for his/her future benefits to a maximum of two hundred and sixty (260) days. A deduction shall be made from accumulated sick leave credits on all normal working days absent for sick leave as defined in 24.01.

**24.03 - Medical Certification**

- (1) A full time employee will be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) consecutive working days, certifying that such employee is unable to carry out his/her duties due to illness. This certificate is to be in the hands of the Board within ten (10) consecutive days following the commencement of sick leave or upon release from hospital if the employee is hospitalized.
- (2) Where requested by the board, a part time employee will be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) consecutive working days, certifying that such employee is unable to carry out his/her duties due to illness. This certificate is to be in the hands of the Board within ten (10) consecutive days from the commencement of sick leave or upon release from hospital if the employee is hospitalized.

**24.04 - Notice of Absence**

An employee will give reasonable notice of his/her inability to report for work due to illness and will also give reasonable notice of his/her ability to return after such illness.

**24.05 - Sick Leave Statement**

A statement of accumulated days of sick leave will be issued by the Board to all employees by November 15th of each year.

**24.06 - Sick Leave Gratuity**

A full time employee who is retiring from the Board on a pension from O.M.E.R.S. because of age or inability through illness of efficiently discharging his/her duties shall be entitled to a sick leave credit gratuity as follows:

10 years' seniority, 10% of cumulative sick leave credits X 1/260 of annual salary at date of retirement.

11 years' seniority - 12%

21 years' seniority - 32%

12 years' seniority - 14%

22 years' seniority - 34%

13 years' seniority - 16%

23 years' seniority - 36%

14 years' seniority - 18%

24 years' seniority - 38%

15 years' seniority - 20%	25 years' seniority - 40%
16 years' seniority - 22%	26 years' seniority - 42%
17 years' seniority - 24%	27 years' seniority - 44%
18 years' seniority - 26%	28 years' seniority - 46%
19 years' seniority - 28%	29 years' seniority - 48%
20 years' seniority - 30%	30 years' seniority - 50%

#### **24.07 - Unused Sick Leave Credits - Balance**

In the event of the death of an employee either before or after retirement, all accrued and outstanding sick leave credits shall be paid in the form of cash bonus to the employee's estate calculated by the formula prescribed in clause 24.06.

All such benefits shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the employee and the Board.

#### **24.08 - Sick Leave Pay Rate**

- a) Employees who work less than forty (40) hours per week will be credited sick leave credits prorated based on the actual hours worked in a calendar month.
- b) Payment of sick leave credits for employees working less than forty (40) hours will be based on the average hours worked in the preceding twenty (20) working days of the employee to the sick leave.
- c) Payment of sick leave for permanent full time employees occupying temporary assigned positions of less than thirty-five (35) days, shall be: one sick leave credit is equal to the employee's regular permanent basic hourly rate times his/her basic daily hours of work.

### **ARTICLE 25 - LEAVE OF ABSENCE**

#### **25.01 - Salary Representatives**

Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without pay while so engaged, provided written request is made by the Union. In the event that the employee shall return to work with the Board, he/she shall be entitled to all benefits. He/she shall accrue seniority for the duration of the leave.

**25.02 - Delegates**

Duly appointed delegates shall be granted leave of absence without pay and without loss of seniority to attend conventions or educational seminars of the Union upon five (5) working days written notice by the Union.

**25.03 - DND**

Any employee now serving or who hereafter serves in the Armed Forces shall, during his/her absence, while on military service, be granted leave of absence and shall accrue seniority for the duration of the leave.

**25.04 - Seniority while on Paid Leave**

The name of an employee on a paid leave of absence shall be continued on the Seniority List and shall accumulate seniority provided such leave of absence is authorized by the Board.

**25.05 - Bereavement Leave**

Employees will be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows:

- (a) Up to a maximum of five (5) consecutive working days upon death of a:

spouse	brother	step-child	grand-parent
child	sister	step-parent	step-brother
parent	guardian	grand-child	step-sister

- (b) Up to a maximum of three (3) consecutive working days upon the death of a:

parent-in-law	brother-in-law	spouse's brother-in-law
son-in-law	sister-in-law	spouse's sister-in-law
daughter-in-law	grand-parent-in-law	

- (c) Up to a maximum of two (2) working days in any one fiscal year, to be used separately or together, upon the death of :

an aunt	a spouse's aunt	a close friend
an uncle	a spouse's uncle	any other family member not listed herein

- (d) An additional day or days without pay may be granted by the immediate supervisor when excessive traveling is involved;

- (e) A leave granted under this article shall begin the earlier of when an employee leaves his/her work or on the day following the day of death;
- (f) In the event an employee is on vacation and entitled to take Bereavement Leave, the vacation credit shall be reinstated.
- (g) Payment of Bereavement Leave shall be at the employee's regular basic hourly rate times his/her basic daily hours of work.

## ARTICLE 25.05 - BEREAVEMENT LEAVE

Employee		Spouse	5 days	
Parent		5 days	Parent	3 days
Guardian		5 days	Sister	Sister-in-law  Brother-in-law  3 days
			Brother	
			3 days	
Step Parent		5 days	Grand-Parent	3 days
Daughter-in-law	Child	3 days	Aunt	★
Son -in-law	Step-Child		Uncle	
		5 days		
Sister-in-law	Brother	3 days		
Brother-in-law	Sister			
		5 days		
	Step-Brother	5 days		
	Step-Sister			
		5 days		
	Grand-Parent	5 days		
	Grand-Child	5 days		
	Uncle/Aunt	★		
	Close Friend	★		
	Any other family member not listed herein	★		

★ Up to a maximum of two (2) days in any one fiscal year, to be used separately or together.

**25.06 - Quarantine**

Every employee is entitled to his/her salary notwithstanding his/her absence from duty in any case where, because of exposure to a communicable disease, he/she is quarantined or otherwise prevented by the order of the Medical Health Authorities from attending upon his/her duties.

**25.07 - Court Summons**

Every employee is entitled to his/her salary, less jury duty pay, notwithstanding his/her absence from duty as a witness in any court or jury duty to which he/she has been summoned in any proceedings to which he/she is not a party or one of the persons charged.

**25.08 - No Deductions**

No deductions will be made from sick leave credit for absences as defined in 25.05, 25.06, and 25.07 above.

**25.09 - Pregnancy / Parental Leave**

- (1) A Pregnancy and/or Parental Leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- (2) The duration of the Pregnancy and/or Parental Leave shall be in accordance with Part XI of the Employment Standards Act, RSO 1990 and amendments thereto. At the request of the employee, the employer shall extend the period of unpaid pregnancy/parental leave to a maximum of six (6) months.
- (3) During the statutory period of the Pregnancy and/or Parental Leave, an employee shall retain full employment and rights and shall accumulate all benefits under this Collective Agreement.
- (4) During the statutory period of the Pregnancy and/or Parental Leave, the employer shall continue to pay the hospital, medical, dental, group life and other benefits of this agreement. If the employee elects to continue making pension contributions during the statutory period of the leave, the Board will continue to make its required contributions.
- (5) When an employee decides to return to work after Pregnancy and/or Parental Leave, he/she shall provide the employer with at least two weeks' notice. On return from

Pregnancy and/or Parental Leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, he/she shall be placed in a position in his/her department of equal rank and value at the same rate of pay.

- (6) A one (1) day Paternity Leave or Adoption Leave shall be granted on the date of birth of the child or in the case of an adoption, on the day of arrival of the child.
- (7) During the two (2) week E.I.C. waiting period, the employee shall be entitled to 95% of her salary. This payment constitutes a Supplemental Employment Benefit Plan (SEB) which shall be subject to the approval of Human Resources and Social Development Canada.
- (8) Where an employee seeks leave due to adoption, the foregoing provisions shall apply.
- (9) Calculations for the SEB Plan entitlements for part time employees under article 25.09 (7) will be based on the average salary and average hours worked of the preceding twenty (20) working days to the leave.

#### **25.10 - Union Leave**

- (1) Where applicable and when the Union officially makes a request for leave(s) of absence for employee(s) and where such leave(s) are approved by the Board's designate, the Board shall continue to pay the salary of the employee(s), invoice the Treasurer of the Union and the Union shall reimburse the Board for such salary without delay.
- (2) A leave of absence of up to five (5) days per contract term shall be granted to members of the Negotiating Committee in order to prepare contract amendments and proposals in preparation for a meeting with the Board. The Board shall continue to pay the salary of the employee(s), invoice the Treasurer of the Union and the Union shall reimburse the Board without delay. Every effort will be made to have negotiations during the day.
- (3) A leave of absence of two (2) working days per month shall be granted to the President and Vice President of the Union for the purpose of covering administration of the Bargaining Unit in the best interests of the members and the relationship attached to the Board. The Board shall continue to pay the salary of the employee, invoice the Union and the Union shall reimburse the Board without delay.
- (4) The Union shall provide five (5) working days written notice for all leaves described in this article.



It is understood that in the event of emergency situations preventing five (5) working days written notice, the request will be made verbally to the Superintendent of Employee Relations or designate and followed up in writing.

#### **25.11 - Leave without Pay**

An employee shall be entitled to Leave of Absence without pay and without loss of seniority to a maximum of fifteen (15) working days per year when he/she requests such leave for good and sufficient cause. All requests shall be in writing. All requests for less than a full day are subject to approval of the Immediate Supervisor/designate. If the duration of the leave is one full day or greater, such request shall be approved by the Superintendent of Business and Finance/designate. Such approval shall not be withheld without just cause.

#### **25.12 - Personal Leave**

It is recognized that employees may have emergencies, business, or personal affairs that could not be or could not have been reasonably scheduled outside of the work hours or during vacation periods. The intent of a Leave for Personal Reasons is to assist the employee to attend to the above noted matters.

- (1) When an employee is required to be absent for personal reasons, he/she shall be granted up to two (2) days or four (4) half-days per fiscal year, taken individually, collectively or in combination, without loss of pay but subject to deduction from the employee's bank of accumulated sick leave credits.

Personal Leave days shall not be taken the calendar day immediately preceding and/or immediately following a holiday or a vacation period, unless the leave is approved by the Superintendent of Business and Finance or designate.

- (2) The Personal Leave entitlement for employees working less than 2,080 hours per year will be prorated based on the total hours worked in the preceding fiscal year.

### **ARTICLE 26 - RETIREMENT**

#### **26.01 - Retiree Benefits**

For current and future retired employees who have had fifteen (15) or more years of continuous service with the Board, the Board agrees to contribute one hundred percent (100%) of the total premium cost for the following plans until such employees attain sixty-five (65) years of age:

- a) Comprehensive Extended Health Care annual deductible of \$25.00 Single - \$50.00 Family - with Eye Glass subsidy of \$150.00.

The provisions of Article 26.01 apply only to a person who:

- i) Has applied for and received within ten (10) years of normal retirement, a service pension from O.M.E.R.S.

OR

- ii) Has applied for and receives an O.M.E.R.S. Disability Pension.

### **26.02 - Eligibility**

The Retiree Benefits outlined in Article 26.01 will apply to employees who were in receipt of the benefits outlined in Article 19.01 at the effective date of retirement.

### **26.03 - Benefits after Retirement**

Employees who retire from the Board may continue to have access to the retiree group coverage plans (extended Health Care, Life Insurance and/or Dental). The full amount of the provisions for such coverage will be paid by the retiree by monthly automatic bank withdrawals authorized by (voided) cheque. It is understood that retired employees form a separate group with respect to administration, experience, and premium schedules.

The surviving spouse of a deceased employee, including a retired employee, shall be entitled to continue coverage in the Board's group insurance plans for a period not exceeding the earliest of the date on which the employee would have reached the age of 65 years or the date on which the surviving spouse remarries. It is understood that a surviving spouse who maintains coverage will form part of the retired employee group with respect to plan administration, experience, and premium schedules. It is further understood that the surviving spouse will pay the full cost of premiums by monthly automatic withdrawals authorized by (voided) cheque.

## **ARTICLE 27 - JOB SECURITY**

### **27.01 - Contracting Out**

It is agreed that for the term of this Agreement, there shall be no restriction on contracting out by the Board of the work or service now performed by employees herein represented provided; however, that employees in the bargaining unit shall not be laid off, lose employment or suffer a reduction of their regular hours of work as a result of contracting out or as a result of persons outside the bargaining unit performing work of the bargaining unit.

The Board shall make every reasonable effort to contract work inside rather than contracting work outside of the bargaining unit.

**27.02 - Work Programs**

No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program.

**ARTICLE 28 - TERMS OF AGREEMENT****28.01 - Duration**

This Agreement comes into force on the date it is ratified by both parties and expires on August 31, 2017.

**28.02 - Notice Period**

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

**28.03 - Timelines**

If notice of amendments or termination is given by either party pursuant to Article 28.02, the other party if requested to do so, agrees to meet for the purpose of negotiations within thirty (30) days from receipt of the said notice provided that the party giving the notice, if requested by the other party, shall consent to a reasonable extension to the thirty (30) day period.

**28.04 - Amendments**

Amendments to the Collective Agreement are subject to ratification by the parties.

**28.05 - Printing of Collective Agreement**

The Board agrees to print copies of the collective agreement at its own cost and to distribute one (1) copy to each CUPE employee.

**ARTICLE 29 - CONTRACT LANGUAGE**

It is understood and agreed between the parties that the official contract language for the Agreement shall be the English language.

**ARTICLE 30 - SAFETY BOOTS AND SHOES AND UNIFORMS****30.01 - Safety Boots and Shoes**

- (1) The Board shall provide an allowance of \$125.00 to be paid in the month of October in each year of the Collective Agreement to cover the cost of safety boots or shoes as defined in Article 30.01 (2)(3)(4)(5)(6)(7)(8) below.

- (2) Employees performing the duties of Maintenance Person and Journeyperson are required to wear as a minimum, green patch safety boots.
- (3) Employees performing the duties of shop Journeyperson are required to wear as a minimum, green patch safety footwear.
- (4) Employees performing the duties of a Journeyperson-painter are required to wear as a minimum, safety toe footwear.
- (5) Custodial employees performing regular duties will wear as a minimum, yellow patch safety footwear.
- (6) Custodial employees performing stripping and ground maintenance duties will wear as a minimum, yellow patch safety boots.
- (7) A part time employee shall be entitled to an allowance of \$125.00 to cover the cost of safety boots and shoes as defined in Article 30.01 (2)(3)(4)(5)(6) above. This allowance will be payable by the end of October and every two (2) years thereafter.
- (8) It is agreed that the date to be used for determining the status of the employee, i.e. part-time or full-time, for the sole purpose of the entitlement to the footwear allowance, shall be October 1<sup>st</sup> of each year.

### **30.02 - Coveralls**

Facilities Management employees shall be entitled to receive one (1) pair of coveralls in each year.

### **30.03 - Uniforms**

Employees will be required to purchase and wear a Board approved uniform (shirt or smock only). However, the Board may also set reasonable dress code rules having regard for issues such as Health, Safety and Image.

In each year of the collective agreement, the Board shall provide two (2) uniform shirts or smocks to all permanent employees in the Bargaining Unit.


## ARTICLE 31 - OTHER MATTERS

Both the Board and the Union agree that the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating on any matter with the Board.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective name by their representative(s) thereunto duly authorized as of this 16<sup>th</sup> day of February 2016.

For the Sudbury Catholic District

School Board



Michael Bellmore

Chair of the Board

For the Canadian Union of

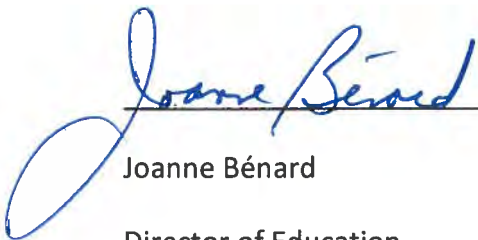
Public Employees, Local 1369, C.L.C.



Frank Lapensée

Representative

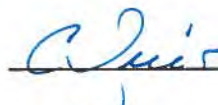
Canadian Union of Public Employees



Joanne Bérard

Director of Education

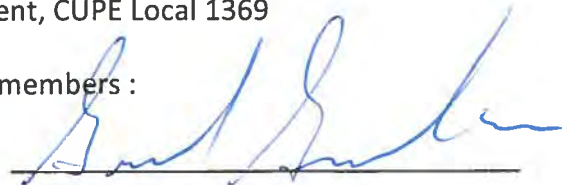
and Secretary of the Board



Claude Dupuis

President, CUPE Local 1369

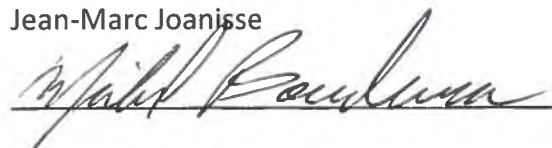
Other members :



Gerard Grandbois



Jean-Marc Joanisse



Michel Boudreau

**SCHEDULE "A" - PAY RATES**

Position	Sep. 1, 2014	Sep. 1, 2016	Feb. 1, 2017
<b>Custodian</b>			
0 - 20,000 sq. ft.	25.17	25.42	25.55
20,001 - 30,000 sq. ft.	25.79	26.05	26.18
30,001 sq. ft. plus	25.99	26.25	26.38
St. Albert Custodian	25.99	26.25	26.38
<b>Building Services Technician</b>			
Year 1	26.76	27.03	27.16
Year 2	27.21	27.48	27.62
Year 3	27.60	27.88	28.02
Assistant Custodian	21.01	21.22	21.33
Cleaner	16.02	16.18	16.26
Casual	16.02	16.18	16.26
General Journeyperson	29.44	29.73	29.88
General Maintenance Person	26.98	27.25	27.39
Maintenance Helper	22.58	22.81	22.92
Labourer	16.02	16.18	16.26

**(2) Allowance for Certificates**

Employees in the General Journeyperson classification who possess government certificates will receive an allowance while performing duties recognized by the Trade Certificate. An additional allowance will be paid for additional certificates where required by law or by the Employer in order for the work to be performed.

\$ .84 per hour effective Sept. 1, 2014

\$ .85 per hour effective Sept. 1, 2016

**(3) Responsibility Allowance**

- (a) An employee assuming the Lead-Hand responsibility in secondary schools will receive an allowance of:

\$1.38 per hour effective Sept. 1, 2014

\$1.39 per hour effective Sept. 1, 2016

\$1.40 per hour effective Feb. 1, 2017

- (b) An employee assuming additional responsibilities during vacation periods due to the school Custodian's absence will receive an allowance of:

\$2.31 per hour effective Sept. 1, 2014

\$2.33 per hour effective Sept. 1, 2016

\$2.35 per hour effective Feb. 1, 2017

## Schedule “B” – Hours of Work

### (1) Hours of Work for Elementary and Secondary School Staff (excluding St. Albert Adult Centre)

- (a) Normal School Term – Monday through Friday, hours of work
  - (i) Custodian/BST - 6:00 a.m. to 3:00 p.m. or 6:30 a.m. to 3:30 p.m. (one (1) hour unpaid lunch)
  - (ii) Assistant Custodians – 3:00 p.m. to 11:00 p.m.  
 \*Note: One Assistant Custodian at St. Charles College and one Assistant Custodian at St. Benedict will work 6:00 a.m. to 3:00 p.m. with a one hour unpaid meal break. It is understood that the Assistant Custodian working this shift will replace the BST as required, and that all other Assistant Custodians at that school will work their normal schedule on that day.
  - (iii) Assistant Custodians or Cleaners (Multi Site): 2:30 p.m. to 11:00 p.m. (1/2 hour unpaid travel time)
  - (iv) Cleaners: 3:00 p.m. to 11:00 p.m.
- (b) Normal School Term (excludes school break at Christmas; excludes July and August) - Saturday and Sunday, hours of work
  - (i) Assistant Custodians - between 6:00 a.m. and 11:00 p.m.
- (c) During School Vacations – Monday to Friday, hours of work
  - (i) 7:00 a.m. to 11:30 a.m. and 12:00 p.m. to 3:30 p.m.
  - (ii) Scheduling of hours during school vacations will be altered in order for daily cleaning of daycares during and after daycare hours to occur, as requested by the daycare provider and to a maximum number of hours as stipulated in the contract with the daycare provider.
  - (iii) Scheduling of hours during school vacations will be altered in order for cleaning of Board facilities to occur that are in use during the day.
- d) The normal hours of work will be eight (8) hours per day and forty (40) hours per week with specific schedules according to the needs of each school.
- e) Shift will include day and afternoon shifts.
- f) Note: If alterations to the hours in (a), (b), or (c) are required, the parties agree to discuss the requirement. Alterations will be by mutual agreement between the Board and the Union or the



representatives of the Board and the Union; however, agreement will not be unreasonably denied.

g) Temporary alterations, not to exceed five (5) consecutive working days, in the schedules set out in (a), (b), and (c) above may be made on the basis of individual schools where such changes would improve the efficiency of the operation.

## **(2) Hours of Work for Maintenance**

### **a) Day Shift (Monday through Friday)**

The normal day shift shall work from 8:00 am to 4:30 pm with one half hour lunch period from 12:00 to 12:30 pm. However, the exact time of the lunch period may be altered occasionally to facilitate work in classrooms or emergency work.

### **b) Afternoon Shift (Monday through Friday)**

The normal afternoon shift shall work from 3:00 p.m. to 11:00 p.m. with one half hour lunch period. Whenever possible every effort will be made to rotate the afternoon shift work amongst the Maintenance staff as much as possible. Such employees working on the afternoon shift will receive a shift premium as follows:

Effective Sept, 1, 2014	eighty-four (84) cents per hour
Effective Sept 1, 2016	eighty-five (85) cents per hour
Effective Feb 1, 2017	eighty-five (85) cents per hour

c) Note: If alterations to the hours in (a) or (b) are required, the parties agree to discuss the requirement. Alterations will be by mutual agreement between the Board and the Union or the representatives of the Board and the Union; however, agreement will not be unreasonably denied.

Temporary alterations in the schedules set out above may be made on the basis of maintenance requirements where such changes would improve the efficiency of the operation.

## **(3) Students**

a) The employer shall have the right to hire students during the summer vacation period (May 1 – Sept. 15)

b) It is understood that permanent employees of the Board shall not have their hours reduced or be laid off as a result of students being hired.

**SCHEDULE "C" - Custodial Staffing****In accordance with Part A Central Items of this Collective Agreement and the following:**

1. If the Board is to provide custodial services through a leasing agreement, the Board has the right to respect the language of choice of the lease holder.
2. The Board will staff effective July 1st of each year (and reviewed annually by the Employer and the Union) according to building size, school needs, room usage, and ISSA 540 standards.
3. Notwithstanding Article 9.03 (1), employees who are on contractual leaves, Workplace Safety Insurance Benefits or other leaves of absences shall be replaced at 50% subject to the availability of funding.
4. (a) There will be a minimum of one (1) Assistant Custodian assigned to each school with greater than 37,000 in square feet in use.  
  
(b) In the secondary schools, the most senior employee on the afternoon shift will act as Lead Hand and receive the responsibility allowance specified in schedule "A".  
  
(c) Subject to Article 7.06, 7.07, 7.08 and 7.09, no employee shall be reclassified without mutual agreement between the Employer and the Union.
5. The Parties agree with the following process in the event of a school transfer:  
  
(a) The affected custodian shall be transferred to the new location.  
  
(b) The transferred custodian shall be remunerated in accordance with Schedule "A" of the Collective Agreement.  
  
(c) In the event that the new location cannot accommodate the transfer of assistants and cleaners, such employees shall be entitled to their rights under Article 7 of the Collective Agreement.

**SCHEDULE "D" - Casual Employees**

Articles of the Collective Agreement that apply to these employees:

Article 1	Purpose
Article 2	Scope
Article 3	Union Recognition
Article 4	Management Rights
Article 5	Grievance Procedure
Article 6	Union Security
Article 13	No Strikes or Lockouts
Article 15	Validity of Agreement
Article 16	Pay Days
Article 28	Term of Agreement
Article 29	Contract Language
Article 30	Safety Boots and Shoes and Uniforms
	30.01 (2) to 30.01 (7) only
Article 31	Other Matters
Schedule "A"	

Statutory holidays, vacation pay, and leaves of absence shall be in accordance with the Employment Standards Act.

The hours of work for employees in excess of eight (8) hours/day or forty (40) hours/week shall be considered overtime hours and shall be paid at the rate of one and one-half times the regular rate.

Casual employees shall be required to purchase and wear a Board approved uniform (shirt or smock only) and safety footwear while performing their duties for the Board.

## SCHEDULE "E" - Part-time Employees

The articles in the Collective Agreement with respect to Part-time Employees are applicable as follows:

### PART "A"

Articles in the Collective Agreement also Applicable to Part-time Employees

1	7.01	10.04	16.02	25.03
2	7.02	10.05	16.03	25.04
3.01	7.03(2)(3)(4)(5)	10.06	17	25.05
3.02	7.04	10.07	18	25.09(1) to (8)
3.03	7.05	11.04	20	25.1
4.01 to 4.05	7.06	11.05	21	25.11
5.00 to 5.12	7.07	11.06	22.01	26.01
6.01	7.08	11.09	22.02	27.01
6.02	7.09	11.13	23.01	27.02
6.03	8	12.03	23.02	28.01
6.04	9.01	12.09	24.04	28.02
6.05	9.02	12.11	25.01	28.03
	9.03	13.01	25.02	28.04
	10.01	13.02		28.05
	10.02	14		29
	10.03	15		30.01 (2) to (7)
Schedule "A"		16.01		30.02
Schedule "B"				30.03
Schedule "C"				31

### PART "B"

Articles of the Collective Agreement Applicable only to P/T Employees

7.03 (6)  
11.11  
11.12  
12.1  
24.03 (2)  
25.09 (9)  
30.01 (8)

### PART "C"

Articles of the Collective Agreement Not Applicable to P/T Employees

7.03 (1)	12.07	25.06
11.01	12.08	25.07
11.02	19.01	25.08
11.03	24.01	25.12
11.07	24.02	26.02
11.08	24.03 (1)	26.03
11.1	24.05	30.01 (1)
12.01	24.06	Schedule "D"
12.02	24.07	Schedule "F"
12.04	24.08	
12.05		

12.06

**SCHEDULE "F" - Full-time Temporary Employees**

This article refers to employees working more than twenty-four (24) hours/week on a regular basis for a specified duration not to exceed six (6) months within the Facility Management Division. For purposes of Capital Renovation Projects.

Articles which DO NOT APPLY to these employees

7.00	Seniority
8.00	Loss of Seniority
9.00	Job Posting
10.00	Paid Holidays
11.00	Annual Vacations
12.00	Hours of Work and Overtime
18.00	Tools and Equipment
19.00	Hospitalization and Medical Benefits
21.00	Pension Plan
22.00	Relieving in Other Classifications
24.00	Sick Leave
25.00	Leave of Absence
26.00	Retirement
27.00	Job Security
30.00	Safety Boots, Shoes and Uniforms
31.00	Other Matters
Schedules	A, B, C, D, E

Statutory holidays, vacation pay, overtime and leaves of absence shall be in accordance with the Employment Standards Act.

Where a permanent employee is engaged to perform the work of a full-time temporary employee, the permanent employee shall retain full rights as a permanent employee under this Collective Agreement.

The rate of pay for employees under this schedule will be at least the cleaner's rate of pay under Schedule "A".

**LETTER OF INTENT (# 1)****Job Descriptions**

The Board agrees to prepare a Job Description when a new position is created or the duties of a job classification significantly changes. The rate of pay for new or modified position shall be determined in consultation with the Union.



Claude Dupuis

President, CUPE Local 1369

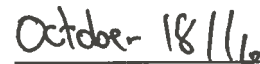


Michael Bellmore

Chair of the Board



Date




Date


## LETTER OF INTENT (# 2)

### Casual Employees


1. The Board will make every reasonable effort to assign employees from the Casual List to vacant temporary positions in accordance with their date of hire.
2. When a casual employee becomes a permanent employee (part-time or full-time), the Board will recognize prorated experience (amount of time worked in hours) from assigned temporary positions only, not day-to-day assignments.
3. The employee's length of service with the Board will be considered as one factor when hiring as a permanent employee.
4. The Board will maintain a seniority list of all casual employees, ranked by the total number of hours worked since their most recent date of hire with the Sudbury Catholic District School Board.


  
 Claude Dupuis

President, CUPE Local 1369

  
 Michael Bellmore

Chair of the Board


  
 Date

  
 Date

**LETTER OF INTENT (# 3)****Pay Information**

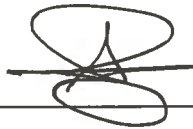
The Sudbury Catholic District School Board will provide to all members of the bargaining unit, on an annual basis, a schedule of the rate differentials for employees relieving in a higher paying classification; that schedule is otherwise known as a schedule of MSR codes.

Effective with the first pay period in January 2009, in addition to the pay stub each CUPE employee currently receives, the Sudbury Catholic District School Board will provide a time sheet earnings report. Information on that report will include but is not limited to the work date, the earning code, the hours worked each day, the hourly rate for all hours worked in the employee's classification, and the MSR rate for all hours worked while relieving in a higher paying classification.



Claude Dupuis

President, CUPE Local 1369



Michael Bellmore

Chair of the Board



Date



Date




## LETTER OF UNDERSTANDING (# 1)

### RE: Supervision of Students


The Board agrees that CUPE employees will not be normally assigned to supervise students (i.e. classroom, recess, lunchtime and bus supervision).

This does not negate the requirement of CUPE members to act as responsible adults.




Claude Dupuis

President, CUPE Local 1369




Michael Bellmore

Chair of the Board



Date



Date

**LETTER OF UNDERSTANDING (# 2)**

This LOU is for historical reference only

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

**WHEREAS** the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square meter by \$1.41;

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

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

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

**LETTER OF UNDERSTANDING (# 3)**

This LOU is for historical reference only

**Benefit Improvements - PDT Agreement**

In accordance with the terms of the Provincial Discussion Table (PDT) for the 2008-2012 Collective Agreement, the Sudbury Catholic District School Board and CUPE Local 1369, will meet to review and apply the allocation of the Local's share of any Additional Enhancement Monies for the enhancement of benefits to be effective September 1, 2010.

The CUPE Local Bargaining Unit is committed to educating its members and promoting agreed-to cost-effective practices regarding the Benefits plans as outlined in Article 19 in consultation with the Superintendent of Education & Employee Relations and the Manager of Human Resources.

**LETTER OF UNDERSTANDING (# 4)**

This LOU is for historical reference only

**Joint Professional Development Committee**

The Sudbury Catholic District School Board and CUPE local 1369 have jointly agreed to a philosophy which encourages professional development for all members.

A professional development committee with equal representation from Management and CUPE local 1369 will be established.

CUPE local is recognized as an equal participant in the Professional Development Committee. It is agreed that the Joint Professional Development Committee will be established and meet (within sixty (60) days of ratification) to review professional development issues and make recommendations for upcoming professional development opportunities for members.

Mutually agreed upon items will be forwarded to Senior Administration with a recommendation on timelines for implementation.

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.



Claude Dupuis

President, CUPE Local 1369




Michael Bellmore

Chair of the Board



Date



Date

## LETTER OF UNDERSTANDING (# 5)

### T2200

The Employer agrees to provide, upon request, a T2200 to employees who are required to have and maintain a vehicle as a condition of employment.



Claude Dupuis

President, CUPE Local 1369



Michael Bellmore

Chair of the Board



Date



Date

## LETTER OF UNDERSTANDING (# 6)

### Joint Job Evaluation

Whereas the parties recognize the goal of achieving fair and equitable wages for all employees within the Board and;

Whereas the parties recognize that the Board's Job Evaluation system may be utilized as a tool to highlight any internal equity concerns that may exist and;

Whereas the parties recognize that there may exist an inequitable disparity between duties and wages within Local 1369 bargaining unit classifications;

The parties agree to address any results of the job evaluation process through the Labour/Management committee and if need be through the next round of Collective Bargaining.



Claude Dupuis

President, CUPE Local 1369




Michael Bellmore

Chair of the Board



Date



Date

**LETTER OF UNDERSTANDING (# 7)**

This LOU is for historical reference only

**Benefits**

In accordance with the terms of the Provincial Discussion Table (PDT) agreement, for the 2008-2012 collective agreement, the Sudbury Catholic District School Board and CUPE local 1369 agree that the additional annual enhancement of benefits effective September 1st, 2010 shall first be applied as follows:

- Extended Health, Dental, Group Life and any other benefits provided under Article 19, for two (2) additional full-time positions created upon ratification.

When exact funding is confirmed, the parties shall meet and allocate the remaining portion to the following until the funding is exhausted:

- Retirees: Vision Care increase from \$150 to \$250
- Active employees: Vision Care increase from \$250 to \$350
- Orthotics: increase from \$300 to \$500

If there is a balance in the PDT benefit enhancement monies, it will be utilized to enhance working conditions for bargaining unit members.

**LETTER OF UNDERSTANDING (# 8)**

This LOU is for historical reference only

**Enhancements Arising from Other Education Support Workers PDT Agreements**

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

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

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



**Letter of Understanding (#9)****Commitment**

The Sudbury Catholic District School Board and CUPE Local 1369 are committed to achieving excellence, ensuring equity, promoting well-being, and enhancing public confidence.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.



Claude Dupuis

President, CUPE Local 1369



Michael Bellmore

Chair of the Board



Date



Date

# LETTER OF UNDERSTANDING (# 10)

## Letter of Reprimand or Suspension

The Parties agree that notwithstanding Article 4.05 of the Collective Agreement, in the event that a bargaining unit employee is in receipt of a letter of reprimand and/or suspension, and is absent on an unpaid leave of absence for a period of one or more years, such period of unpaid leave shall not be counted as part of the twenty-four (24) months period.



Claude Dupuis

President, CUPE Local 1369



Michael Bellmore

Chair of the Board



Date



Date

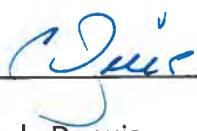
## LETTER OF AGREEMENT (# 1)

### Contracting Out

The parties agree that a Joint Committee consisting of two CUPE representatives and two Employer representatives will be established within thirty days of ratification.

The Parties will develop their Joint Terms of References within ninety days of ratification.

The Committee will be provided with financial information in order to review contracting out issues. The Committee will make recommendations to the Superintendent of Business and Finance.




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Claude Dupuis

President, CUPE Local 1369




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Michael Bellmore

Chair of the Board




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Date




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Date

## Appendix A

### OMERS Contributory Earnings

The content has not been verified to its currency

The following information on contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by OMERS pension plan's contributory earnings requirements, as well as any and all amendments to the OMERS pension plan.

Contributory earnings include the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. trade's allowances);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered

pension plan (except CPP), the balance of the extension period becomes unpurchaseable service;

- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.



Claude Dupuis

President, CUPE Local 1369



Date



Michael Bellmore

Chair of the Board



Date