

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, 2019 to

August 31, 2022

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a) **Dispute Resolution**
A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.
- b) **Not Adjudicative**
It is clearly understood that the Committee is not adjudicative in nature. Unless otherwise agreed to by the parties, decisions of the committee are without prejudice or precedent.

C4.6 Role of the Central Parties and Crown

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

- i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
 - vi. To refer a grievance it filed to final and binding arbitration.
 - vii. To mutually agree to voluntary mediation.
- b) The Crown shall have the following rights:
- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

provided accordingly to ensure that non-francophone participants are able to participate effectively.

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

- a) A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.

- b) The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days.
- c) If the dispute is not settled, withdrawn, or referred back to the local grievance procedure within twenty (20) working days of the Committee meeting, the central party submitting the dispute may file the dispute as a grievance, and refer it to arbitration/mediation within ten (10) working days.

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

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

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").
- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in

accordance with an agreement between the Trustees and the applicable Board.

- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.
- d) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

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

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

Funding will be made retroactive to September 1, 2019.

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

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under 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 payable at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

Employees on Long Term Supply Assignments

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

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

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

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their

regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

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

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary

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

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

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under 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. In accordance with paragraph c), the Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term

Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

C12.00 STATUTORY LEAVES OF ABSENCE/SEB

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

Subject to errors and omissions

affected school board or authority of the merger, amalgamation or integration, including possible redeployment strategies.

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS
NOTICE OF CENTRAL DISPUTE

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

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

Health Care Professional: The following information should be completed by the Health Care Professional			
First Day of Absence:			
General Nature of Illness* (<i>please do not include diagnosis</i>):			
Date of Assessment: dd mm yyyy		No limitations and/or restrictions <input type="checkbox"/> Return to work date: dd mm yyyy For limitations and restrictions, please complete Part 2.	
Health Care Professional, please complete the confirmation and attestation in Part 3			
PART 2 – Physical and/or Cognitive Abilities			
Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)			
PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):

Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify):	
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____
COGNITIVE (if applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>).	
Additional comments on Limitations (not able to do) and/or Restrictions (<u>should/must not do</u>) for all medical conditions:	
Health Care Professional: The following information should be completed by the Health Care Professional	
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is the patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Please check one:

- ☐ Patient is capable of returning to work with no restrictions.
- ☐ Patient is capable of returning to work with restrictions. **(Complete Part 2)**
- ☐ I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy

PART 3 – Confirmation and Attestation

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

I confirm all of the information provided in this attestation is accurate and complete: ☐

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Signature:

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

Re: Education Worker Protection Fund

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

- i. Schools boards and the CUPE local shall jointly apply for funding to reinstate affected positions. This funding shall be available from the date of central ratification until August 31, 2022 for the affected employees' work year.
- ii. Affected positions are those that were reduced either by lay off or reduction to hours effective August 31, 2019 as a result of the expiry of LOU #3, Job Security: Protected Complement. This does not apply to positions reduced in accordance with LOU #3, Job Security: Protected Complement.
- iii. LOU #3, Job Security: Protected Complement will apply to reinstated positions through the use of this fund.
- iv. The local unions and local school boards will meet as soon as practical, and no later than 30 days after the date of central ratification, to discuss the implementation of this LOU.
- v. A reconciliation process shall be established to confirm that the positions have been reinstated to the appropriate School Boards. Any disputes regarding the implementation, administration and the reconciliation of this LOU will be submitted to the Central Dispute Resolution Committee by December 31, 2019. Any disputes not

resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.

Upon receiving the applications in i), and reconciliation in v), the funding shall be prorated based on the finalized FTE numbers.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

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, 2019 to August 31, 2022 as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn

John Stout

Paula Knopf

Brian Sheehan

Jesse Nyman

Jim Hayes

French Language:

Michelle Flaherty

Kathleen O'Neil

Bram Herlich

Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

Whereas the parties have a shared interest in preventing violence in the workplace;

And whereas the parties have agreed to work collaboratively in developing a program;

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

Topics the training program will address are the following:

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

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent CUPE represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and

that the day will not be designated as SULP. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter "CUPE")

AND

The Council of Trustees' Associations

(Hereinafter the "CTA/CAE")

Re: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for their Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on September 1, 2016.

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

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

4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

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

4.2.0 On-Going Funding

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

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no

resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

5.0.0 SHARED SERVICES

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

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

g. Identify other sources of revenue.

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

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

7.0.0 ACCOUNTABILITY

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

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

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

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.

10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

- 10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

- i. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - x. names;
 - xi. benefit classes;
 - xii. plan or billing division;
 - xiii. location;
 - xiv. identifier;
 - xv. date of hire;
 - xvi. date of birth;
 - xvii. gender;
 - xviii. default coverage (single/couple/family).
 - j. estimated return to work dates;
 - k. benefit claims history as required by the Trustees;
 - l. list of approved pre-authorizations and pre-determinations;
 - m. list of approved claim exceptions;
 - n. list of large amount claims based on the information requirements of the Trustees;
 - o. list of all individuals currently covered for life benefits under the waiver premium provision; and
- member life benefit coverage information.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

THE CROWN

RE: BENEFITS

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement ("CUPE represented employees") as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.
- 4.2.4 In addition to the contributions provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay and as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by

legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- 4.2.7 For purposes of 4.2.6 above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- 4.2.8 Amounts previously paid under 4.2.3 and 4.2.4 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
 - a. The trustees' selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;

- g. Establishing member contribution or premium requirements, and member deductibles if any;
 - h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding policy;
 - j. The investment Policy and changes to the Investment Policy; and
 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide "trustee liability insurance" for all Trustees.

7.0.0 ACCOUNTABILITY

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

If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.
- 7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 11.4.0 Within thirty (30) days following a request by the Trustees, a Board shall permit a chartered professional accountant acting on the Trustees' behalf to carry out an inspection, audit or examination of the books of account, documents, payrolls, records, and other materials relating directly to its participation in this Trust.

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

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, 2019 to

August 31, 2022

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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 them 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 or their union representative with the Manager of Facility Services/designate within five (5) working days. The Union shall be notified of any complaint by an employee of an alleged violation of the collective agreement.

Employees shall be accompanied by their Steward unless they do not wish a Steward present. The Manager of Facility Services/designate shall give a verbal answer within the five (5) working days following 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 Superintendent of Business and Finance 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 Superintendent of Business and Finance or designate shall reply in writing to the Union within ten (10) working 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) working 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) working days of receipt of such request.
- (3) In this, the Second Step, the Director shall meet with the grieving employee or employees accompanied by a Steward and a CUPE Representative. The Director shall advise the Union in writing of their decision within ten (10) working days following the meeting.
- (4) If the reply of the Director is not satisfactory and the Union wishes to proceed in the grievance procedure, then within ten (10) working days after the receipt of the Director'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.
- (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 Business and Finance 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 Business and Finance 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 their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their 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 their 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 their 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 their 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, 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 their 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 their 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 respect of the application of Article 7.01 (4) and (5) below and postings for Custodian positions:

- a) if an applicant is in a Custodian position and applies to a posting for another Custodian position (i.e. an alternate location), it will be considered a transfer and article 7.01 (4) will apply.
- b) Applicants already in a Custodian position (i.e. vying for a transfer) will be considered prior to considering applicants not in a Custodian position (i.e. vying for a promotion). If no applicants to the Custodian posting are currently in a Custodian position, article 7.01 (5) will apply and a testing/interview process will take place.
- (4) 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.
- (5) 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.

(6) If there is one posting that lists numerous jobs in the same classification, e.g. Custodian at multiple locations, candidates vying for a promotion will attend one interview process, and their results from that interview process will be used in determining the successful applicant to each of the jobs listed in that particular posting.

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 31st, posted by October 31st. 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 they have 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, they shall revert to their 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 their 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 their 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 their appointment. It is further agreed that the employee shall retain their seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority until their 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 they 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 their seniority accumulated up to the date of leaving the unit but will not accumulate further seniority until they return.

- (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.
- (7) 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 they become a full-time employee.

7.06 – Layoff

Shall be in accordance with Part A, Central Terms, Letter of Understanding #3 Job Security: Protected Complement of this Collective Agreement and as follows:

- (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 their recall rights. Schedule AE@ 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 AE@ 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 AF@ 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 their 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 their 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 AA@.

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 their 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 31st 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. The employer shall inform each employee who was vying for a promotion and was interviewed, whether or not they achieved the threshold level of seventy per cent (70%) mark of the overall measuring instrument.
- (2) The successful applicant shall not be permitted to return to their 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 their 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.

Holiday	Falling On	Day Off
New Year's Day	Saturday or Sunday	Friday Preceding
Canada Day	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding or Monday following
Boxing Day	Saturday or Sunday	<u>The working day following the working day on which Christmas is observed</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 their one full scheduled shift immediately preceding and their 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 days 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 years service with the Board as of June 30th, 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 June 30th.

11.02 - Employees with One Year or More

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

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

June 30th	Annual Vacation Entitlement	Vacation Pay
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	35 days	14.0% of gross earnings

11.04 - Accumulation

Employees with vacation entitlement shall accumulate their vacation credits to June 30th of each year.

11.05 – Scheduling and Unused Vacation

In the event that two employees at the same school are requesting the same vacation time, seniority will be the governing factor.

Vacations earned from July 1st to June 30th shall be taken by August 31st immediately following. Any vacation not taken by August 31st from what was earned from July 1st to June 30th shall be paid out in accordance with article 11.09 (c).

An employee leaving the services of the Board at any time in their vacation year before they have had their vacation, shall be entitled to vacation with pay prorated in accordance with the provisions of this Article.

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 - 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 11.07 (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.

11.08 - Alternate Vacation Periods

Maintenance 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.

11.09 - Vacation Pay

- (a) Employees will receive due vacation pay and vacation entitlement in accordance with Article 11.03.
- (b) Employees will be paid for vacation days taken at the employee's daily rate for their permanent position. Payment will be issued on the regularly scheduled bi-weekly pay during which the employee takes their vacation.
- (c) The Board will reconcile by October 15th of each year, vacation pay earned to June 30th (based on article 11.03) to vacation pay paid (including any amount calculated per article 11.05 above). The employee will subsequently be paid any further amounts owed, or repay to the Board any overpayment through payroll deduction.

11.10 - Part-time Employees

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

11.11 - Part-time Scheduling

- (a) Part-time employees shall be allowed to take their vacation entitlement in accordance with Article 11.10 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 their vacation entitlement in accordance with Article 11.10, at other periods than indicated in clause 11.11 (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.

11.12 - 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 AB@ 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 on a rotating basis.
 - (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) The Board will maintain one (1) Custodial Master Overtime list. The list will include only the names of those employees who are interested in performing custodial overtime work. It will list all such employees in decreasing order of seniority.
 - (ii) By September 30th of each year, the list will be updated and further modified to reflect the willingness of employees to work overtime.
 - (iii) 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 list 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 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.

- (iv) An employee who is on vacation or sick leave of known duration of 11 consecutive work days or longer will not be contracted for an offer of overtime until they actively return to work.

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 - Compensation for Overtime

- (a) Employees may be paid for overtime worked, which shall be based on the rate of their permanent position.
- (b) Time off in lieu of overtime may be taken on a mutually agreed upon basis between the employee and the Board.
- (c) The Board shall revert to payment if time off is not taken within the fiscal year in which it was earned, i.e. if not taken by August 31st.

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, they 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 they 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 their 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 AA@ - Classification and Wage Rates
2. Schedule AB@ - Hours of Work
3. Schedule AC@ - Custodial Staffing
4. Schedule AD@ - Casual Employees
5. Schedule AE@ - Part-time Employees
6. Schedule AF@ - 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 - WSIB Top-up

Shall be in accordance with Part A, Central Terms, Letter of Understanding #2 of this Collective Agreement and as follows:

An employee on staff who is injured in the course of their duty and has had their claim approved by the Workplace Safety and Insurance Board (WSIB) shall receive from the Board their regular gross salary, consisting of WSIB award (advances) plus top-up amount. The Board shall not make deductions from the employee's Sick Leave/Short Term Disability Coverage days.

The top-up shall be for a maximum of four (4) years and six (6) months.

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, they shall receive the rate applicable for the position in which they are 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, they shall maintain their 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 1st, 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

Sick Leave shall in be in accordance with Part A, Central Terms, Article C6.00, as well as Letter of Understanding #8 Sick Leave of this Collective Agreement and as follows:

24.01 - WSIB

It is understood that Sick Leave and Short Term Disability Coverage 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), or for which the employee would be legally liable.

24.02 - Medical Certification

- (1) An employee will be required to produce a certificate from a duly qualified medical practitioner for any illness of five (5) consecutive working days or longer, certifying that such employee is unable to carry out their 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.

24.03 - Notice of Absence

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

24.04 - Sick Leave Gratuity

Shall be in accordance with Part A, Central Terms, Letter of Understanding #2 Status Quo Central Items and Items Requiring Amendment and Incorporation of this Collective Agreement and as follows:

- a) Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave of 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.

b) 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 their duties shall be entitled to a sick leave credit gratuity as calculated as at August 31, 2012.

c) Gratuity – 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 as calculated as at August 31, 2012.

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

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, they shall be entitled to all benefits. They 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 their 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 their work or on the day following the day of death;
- (f) When required, the employee may be granted at the discretion of the Superintendent of Business and Finance that the allotted days in (a) and (b) above not be consecutive;
- (g) In the event an employee is on vacation and entitled to take Bereavement Leave, the vacation credit shall be reinstated;
- (h) Payment of Bereavement Leave shall be at the employee=s regular basic hourly rate times their 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		Brother-in-law
	Step Parent	5 days		3 days	3 days
Daughter-in-law	Child		Grand-Parent	3 days	
Son -in-law	Step-Child	5 days	Aunt		
			Uncle	π	
Sister-in-law	Brother		π Up to a maximum of two (2) days in any one fiscal year, to be used separately or together.		
Brother-in-law	Sister	5 days			
	Step-Brother				
	Step-Sister	5 days			
		5 days			
	Grand-Parent	5 days			
	Grand-Child	5 days			
	Uncle/Aunt	π			
	Close Friend	π			
	Any other family member not listed herein	π			

25.06 - Quarantine

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

25.07 - Court Summons

Every employee is entitled to their salary, less jury duty pay, notwithstanding their absence from duty as a witness in any court or jury duty to which they have been summoned in any proceedings to which they are 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

Maternity Benefits/SEB Plan shall be in accordance with Part A, Central Terms, Letter of Understanding #2 of this Collective Agreement and as follows:

(A) Birth Mother:

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.

(B) Mother or Father (including adoptive parents):

(1) The duration of the Pregnancy and/or Parental Leave shall be in accordance with the Employment Standards Act, 2000 and amendments thereto. At the request of the employee, the employer shall extend the period of unpaid pregnancy and/or parental leave to a maximum of six (6) months.

(2) 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.

(3) During the statutory period of the Pregnancy and/or Parental Leave, 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. 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.

(4) When an employee decides to return to work after Pregnancy and/or Parental Leave, they 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 their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.

(C) Parent other than birth mother:

(1) 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.

(2) For employees who are eligible for Employment Insurance Benefits for a Parental Leave (excluding the birth mother) or an Adoption Leave, the Board shall pay a modified Supplemental Employment Benefit (SEB), which shall be subject to the approval of Employment and Social Development Canada, and which shall be paid in accordance with the following:

During the first two (2) week of a parental leave, the employee shall be entitled to 95% of their salary less any E.I. benefits. To receive pay, the employee must provide proof that they have applied for and are in receipt of Employment Insurance parental leave benefits, confirmation of whether or not they have served a wait period, and confirmation of the gross weekly amount of the benefit.

(3) Where an employee seeks leave due to adoption, the foregoing provisions shall apply.

(4) Calculations for the SEB Plan entitlements for part time employees under article 25.09 (C) (2) 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, invoice 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 Business and Finance 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 they request 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, they 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 and without deduction from the employee's Sick Leave/Short Term Disability Coverage.

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 – RETIREE BENEFITS

26.01 - Retiree Benefits

Shall be in accordance with Part A, Central Terms, Article C5.1 c) and d) of this Collective Agreement.

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 AOntario 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, 2022.

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 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) below. The allowance will be as follows:

<u>September 1, 2019</u>	<u>\$126.25</u>
<u>September 1, 2020</u>	<u>\$127.51</u>
<u>September 1, 2021</u>	<u>\$128.79</u>

- (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 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 following the date of hire and every two (2) years thereafter. It will be based on the appropriate rate in accordance with Article 30.01 (1).

- (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 1st 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 19th day of February 2020.

For the Sudbury Catholic District

For the Canadian Union of

School Board

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



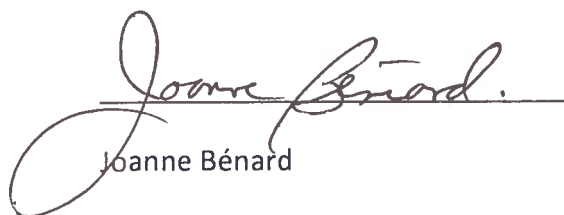
Michael Bellmore

Frank Lapensée

Chair of the Board

Representative

Canadian Union of Public Employees



Joanne Bérard



Marc Boisvert

Director of Education

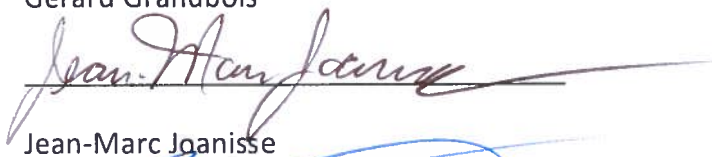
President, CUPE Local 1369

and Secretary of the Board

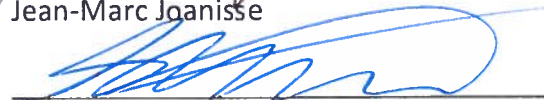
Other members:



Gerard Grandbois



Jean-Marc Joannis



Steven Depatie

SCHEDULE "A" - PAY RATES

Position	<u>Sept. 1, 2019</u>	<u>Sept. 1, 2020</u>	<u>Sept. 1, 2021</u>
Custodian			
0-20,000 sq. ft.	<u>26.85</u>	<u>27.11</u>	<u>27.39</u>
20,001 - 30,000 sq. ft.	<u>27.52</u>	<u>27.80</u>	<u>28.08</u>
30,001 sq. ft. plus	<u>27.73</u>	<u>28.01</u>	<u>28.29</u>
St. Albert Custodian	<u>27.73</u>	<u>28.01</u>	<u>28.29</u>
Building Services Technician			
Year 1	<u>28.55</u>	<u>28.84</u>	<u>29.13</u>
Year 2	<u>29.02</u>	<u>29.31</u>	<u>29.60</u>
Year 3	<u>29.45</u>	<u>29.75</u>	<u>30.04</u>
Assistant Custodian	<u>22.42</u>	<u>22.64</u>	<u>22.87</u>
Cleaner	<u>17.09</u>	<u>17.26</u>	<u>17.43</u>
Casual	<u>17.09</u>	<u>17.26</u>	<u>17.43</u>
General Journeyperson	<u>31.40</u>	<u>31.71</u>	<u>32.03</u>
General Maintenance Person	<u>28.79</u>	<u>29.07</u>	<u>29.36</u>
Maintenance Helper	<u>24.08</u>	<u>24.32</u>	<u>24.56</u>
Labourer	<u>17.09</u>	<u>17.26</u>	<u>17.43</u>

(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.

\$.90 per hour effective Sept. 1, 2019

\$.91 per hour effective Sept. 1, 2020

\$.92 per hour effective Sept. 1, 2021

(3) Responsibility Allowance

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

\$1.47 per hour effective Sept. 1, 2019

\$1.49 per hour effective Sept. 1, 2020

\$1.50 per hour effective Sept. 1, 2021

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

\$2.46 per hour effective Sept. 1, 2019

\$2.49 per hour effective Sept. 1, 2020

\$2.51 per hour effective Sept. 1, 2021

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, 20 <u>19</u>	eighty- <u>five</u> (<u>85</u>) cents per hour
Effective Sept 1, 20 <u>20</u>	eighty- <u>six</u> (<u>86</u>) cents per hour
Effective Feb 1, 20 <u>21</u>	eighty- <u>seven</u> (<u>87</u>) 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)(6)(7)	10.06	17	25.05
3.02	7.04	10.07	18	25.09
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	11.08	22.02	27.01
6.02	7.09	11.10	23.01	27.02
6.03	8	11.11	23.02	28.01
6.04	9.01	11.12	24.02	28.02
6.05	9.02	12.10	24.03	28.03
	9.03	12.11	25.01	28.04
	10.01	13.01	25.02	28.05
	10.02	13.02	15	29
	10.03	14		30.01 (2) to (8)
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)
7.03 (7)
7.05
11.10
11.11
12.10
25.09 (c)(4)
30.01 (7)
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	24.04	30.01 (1)
12.01	24.06	Schedule "D"
12.02	24.07	Schedule "F"
<u>12.03</u>	24.08	
12.04		
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.

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.

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.

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.

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.

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.

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.

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.

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.