

COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

(HEREINAFTER REFERRED TO AS THE "BOARD")

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 256, ESL

(HEREINAFTER REFERRED TO AS THE "UNION")

OF THE SECOND PART

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*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b) The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

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

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.

- ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.

b) Funding amounts:

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

Funding will be made retroactive to September 1, 2019.

c) Funding changes described in a) and b) are contingent on the CUPE EWBT agreeing that any enhancements to the CUPE Benefit plan shall be consistent with the following parameters:

- i) The Claims Fluctuation Reserve (CFR) shall not decrease below 25% of total CUPE benefit plan costs for the prior year and,
- ii) the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120)

short-term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked. Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

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

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

l) Sick Leave to Establish EI Maternity Benefits

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without

deduction from the sick days or short-term disability leave days (remainder of six weeks topped-up as SEB).

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

<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 _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</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>Please return the completed form to the attention of:</p> <p>_____</p> <p>Telephone No: _____</p> <p>Work Location: _____</p>
<p>Employee</p> <p>Address: _____</p>	

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

Return to work date: dd mm yyyy

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)

Walking:

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

Standing:

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

Sitting:

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

Lifting from floor to waist:

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

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

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

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

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

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

- 1-2 days 3-7 days 8-14 days
 15 + days Permanent

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd** **mm** **yyyy**

Is the patient on an active treatment plan?: Yes No

Has a referral to another Health Care Professional been made?

- Yes (optional - please specify): _____ No

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

- Yes No

Please check one:			
<input type="checkbox"/>	Patient is capable of returning to work with no restrictions.		
<input type="checkbox"/>	Patient is capable of returning to work with restrictions. (Complete Part 2)		
<input type="checkbox"/>	I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.		
Recommended date of next appointment to review Abilities and/or Restrictions:		dd	mm yyyy
PART 3 – Confirmation and Attestation			
Health Care Professional: The following information should be completed by the Health Care Professional			
I confirm all of the information provided in this attestation is accurate and complete: <input type="checkbox"/>			
Completing Health Care Professional Name: (Please Print)			

Date:			

Telephone Number:			

Signature:			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without

deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or

more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

RE: Job Security: Protected Complement

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:

- a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
7. This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Protection Fund

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

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

implementation, administration and the reconciliation of this LOU will be submitted to the Central Dispute Resolution Committee by December 31, 2019. Any disputes not resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.

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

APPENDIX D

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

Notes:

1. Investment of \$17,087,984, conditional upon the approval from the Lieutenant-Governor-in-Council (if applicable), will be provided subject to the terms in Letter of Understanding #4.

2. This amount was determined by using the total FTE of 302.1 multiplied by the 2019-20 Grants for Student Needs salary and benefits benchmark of \$56,564.00

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

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

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

RE: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

RE: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

Topics the training program will address are the following:

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

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that

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

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

RE: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter "CUPE")

AND

The Council of Trustees' Associations

(Hereinafter the "CTA/CAE")

RE: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:

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

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

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

4.2.0 On-Going Funding

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

by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

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

not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

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

5.0.0 SHARED SERVICES

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and

to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.

- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

7.0.0 ACCOUNTABILITY

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three-year period.
If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.
- 7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

Boards will participate in this Trust on a common date no later than February 1, 2018. The date on which the Boards commence participation in the Trust shall be referred to herein as the "Participation Date".

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. 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, AFOSC 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

L – ARTICLE 1 – PURPOSE

L1:01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and employees who are subject to the provisions of this Agreement, to provide a process for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees.

L – ARTICLE 2 – RECOGNITION

L2:01 The Board recognizes the Union as the sole and exclusive Collective Bargaining Agent for all Adult English as a Second Language (ESL) Instructors employed by the Upper Grand District School Board in the Continuing Education Department in the Counties of Wellington or Dufferin, save and except supervisors and persons above the rank of supervisor, students employed pursuant to a co-operative training program in conjunction with a school, college or university, and persons covered by subsisting collective agreements.

L2:02 **Work of the Bargaining Unit**
The Board agrees that it will not assign the work normally performed by members of the bargaining unit to supervisory, managerial personnel or outside contractors, volunteers, tutors or students for the purpose of reducing the number of employees in the bargaining unit below ten (10).

L2:03 **Casual Employees/Supply**
A casual employee is an employee who is not regularly scheduled to work and is available for call-ins for relief or replacement purposes.

L – ARTICLE 3 – NO DISCRIMINATION

L3:01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability

- Family status
- Marital status (including single status)
- Gender identity, gender expression
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation

Nor by reason of that employee's activity or lack of activity in the Union.

L3:02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.

L3:03 The Union agrees it will not discriminate against, coerce or restrain any employee because of their membership or non-membership, their activity or lack of activity in the Union, and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.

L3:04 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the article so requires.

L – ARTICLE 4 – RESERVATION OF MANAGEMENT’S RIGHTS

L4:01 The Union acknowledges that it is the right of the Board within the terms of this Agreement to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be subject to a grievance and dealt with as hereinafter provided;
- (c) Administer and manage all affairs of the Board;
- (d) Administratively transfer employees for the following reasons:
 - i) personality conflicts between members of the bargaining unit or other school staff;
 - ii) training needs for the employee's classification;
 - iii) replacement coverage.

This will not be done arbitrarily or in an unreasonable manner.

For transfer under L4:01 (d) i) the Board agrees to provide an opportunity for mediation to take place before any such transfer.

L – ARTICLE 5 – COMMUNICATIONS

L5:01 All official communications between the parties, arising out of this Agreement or incidental thereto, shall be in writing and shall pass between the Executive Officer - Human Resources of the Board, or designate and the President of the Union and the Unit Chair representing the ESLs.

L5:02 Copies of such communications shall be provided by the sender to the appropriate Senior Administrator at the same time as the correspondence is exchanged between the parties.

(a) The address for service of the Board is:

Upper Grand District School Board
500 Victoria Street North
Guelph, Ontario N1E 6K2

(b) The address for service of the Union is:

Canadian Union of Public Employees
1120 Victoria Street North, #204
Kitchener, Ontario N2B 3T2

(c) To the president and Unit Chair representing ESLs of Local 256 at his or her current work location.

L5:03 The Union President, Secretary-Treasurer and Unit Chair shall be notified in writing within two (2) weeks following all appointed hiring's, lay-offs, permanent transfers, recalls and terminations of employment. The Board further agrees to notify the Union of the name, address and place of work of all new employees. The Board will supply two (2) complete mailing lists of all members to the Unit Chair and Secretary-Treasurer each year in the month of September.

L5:04 Employees are responsible for providing to the Human Resources Department their current home address and phone number and updating this information when it changes.

L5:05 The Union will not engage in Union activities during the working hours or hold Bargaining Unit group meetings at any time on the premises of the Board without the permission of the Program Manager or designate first being obtained at least twenty-four (24) hours in advance, where reasonably possible. The twenty-four (24) hour timeline is not to be construed as limiting the ability of the Union with regard to representation of individual members.

L5:06 (a) Information will be sent to the Unit Chair of ESL for C.U.P.E. Local 256 on all matters of policy which will affect working conditions or the employee benefits of its members.

(b) The Bargaining Unit will reply in the affirmative or negative within thirty (30) calendar days from the date of notification, and at the same time request a meeting, if desired, for further information and discussion of the policy.

L5:07 The Bargaining Unit will reply in the affirmative or negative within thirty (30) calendar days from the date of notification, and at the same time request a meeting, if desired, for further information and discussion of the policy.

L – ARTICLE 6 – ASSISTANCE OF THE UNION

L6:01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees.

L – ARTICLE 7 – DUES CHECK-OFF

L7:01 As a condition of employment, all employees within the scope of the bargaining unit shall be required to support the Union by check-off payment of an amount as Union dues to be set from time to time by the Union. The Board agrees deductions shall be made from each pay, beginning with the first month of employment and shall be forwarded to the Secretary-Treasurer of the Union not later than the 20th of the month following. The list shall also include the amount of dues deducted from each employee. The Board agrees to provide the Union with a complete list of all dues-paying personnel as at the commencement of this Agreement.

L7:02 The Union agrees to indemnify and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.

L – ARTICLE 8 – COMMITTEES – NEGOTIATING, LABOUR MANAGEMENT, GRIEVANCE, WSIB

L8:01 Negotiating Committee

The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of ESL employees, and will recognize and deal with the said committee with respect to any matter which may arise from time to time during the term of this Agreement. Three (3) members of the Negotiating Committee, and / or the President, shall have the right to attend meetings with the Board held within working hours without loss of pay.

L8:02 Labour-Management Committee

Where either party believes that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of not more than three (3) from each party, including the President, shall meet not less than four (4) times per year unless mutually agreed upon to meet less frequently. The meetings will be held at a time and place mutually satisfactory. These dates will be scheduled, in advance, during the month of September for that school year. At least one week prior to the scheduled meeting date, each party will submit to the other an agenda of their items to be discussed. In the event that additional meetings are required, a request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Items discussed at Labour Management shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this agreement.

Minutes of Labour Management meetings will be taken and distributed to the Committee members within fifteen (15) working days after the meeting.

Any representatives(s) attending such meetings shall not lose regular earnings as a result of such attendance.

L8:03 Grievance Committee

The Board will recognize a Grievance Committee composed of the not more than two (2) employees selected by the Union plus the President of the Local. A National representative of the Canadian Union of Public Employees may be present at any meeting of the Committee. The purpose of the Committee is to deal with grievances as set out in the Collective Agreement.

The Union shall keep the Board notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent in attending grievance meetings with the Board.

These said two (2) members of the Grievance Committee and the employee with the grievance and the President shall be allowed reasonable time off without loss of pay, upon giving notice and receiving permission from their immediate supervisor/manager to attend to the legitimate duties connected with the processing of grievances.

L8:04 WSIB Committee

The Board acknowledges the right of the Union to appoint or otherwise select a WSIB Committee of Board employees (ESL) and will recognize and deal with representatives of the said Committee, provided the injured worker authorizes the WSIB Committee to do so, with respect to any WSIB claim which may arise during the term of this Agreement.

One of the two (2) members of the WSIB Committee shall be entitled to attend meetings (at the injured workers request) with an injured worker and the Board, without loss of pay. The Employer agrees to provide a summary of all workplace injuries at each regularly scheduled Joint Health and Safety Committee meeting.

L – ARTICLE 9 – SENIORITY

See also Part A: Central Terms C10.00 CASUAL SENIORITY EMPLOYEE LIST

L9:01 Seniority shall be calculated based on the members' first day of work in the Bargaining unit.

Seniority for employees hired to permanent Bargaining Unit positions on or after date of ratification of the 2019-2022 Collective Agreement shall be calculated based on the members' first permanent day of work in the Bargaining unit.

L9:02 The Employer shall maintain a seniority list, of all employees. The Board shall provide to the Union on or before February 1st each year an electronic copy of an updated seniority list effective December 1st of the previous year.

(a)

- i) Following successful completion of the employee's probationary period, the employee shall be placed on the seniority list and will be credited with seniority at the date of hiring. The employee will be notified in writing of the employee's change of status.

- ii) Both parties recognize that the purpose of probation is for the Employer to properly ascertain that the employee in question is in fact capable of performing the duties and is suitable for the position for which the employee was hired. It is understood that probationary employees are subject to a lesser standard of just cause (basic Procedural fairness).

(b)

- i) A seniority list shall be established for all permanent employees covered by this Agreement based upon each employee's length of service in the ESL Departments of the Board as per L9:01. The seniority list shall be prepared by the Board, effective December 1, with a copy to the Bargaining Unit Chair by February 1.
- ii) By February 1 of each year the Board shall post a copy of the seniority list in all ESL work locations owned by the Board with members covered by this Agreement.
- iii) Any question as to the accuracy of the seniority list must be submitted by the employee to the Executive Officer of Human Resources within thirty (30) working days of the posting of the list.
- iv) The seniority list shall be arranged in order from the most senior to the most junior, including name and seniority date.

L9:03 Transfer Outside of Bargaining Unit

No employee will be transferred to a position outside the bargaining unit without the employee's consent. If such a transfer does take place, the employee shall retain the employee's seniority acquired to the date of the transfer, for a period of up to two (2) years, but will not accumulate any further seniority.

If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with that employee's seniority, and the employee's return shall not result in the lay-off or bumping of an employee holding greater seniority.

L9:04 Loss of Seniority

An employee's seniority shall be lost and the employee shall be deemed to have been terminated in the event of the following:

- i) dismissal;
- ii) voluntary resignation;
- iii) off work due to lay-off for more than twenty-four (24) calendar months;

- iv) an employee does not report or refuses to report for duty after recall from lay-off;
- v) an employee fails to report for duty following the completion of an approved leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- vi) absence without permission for three (3) consecutive working days, unless a reason satisfactory to the employer is given.

L9:05 Employees newly hired by the Board to fill permanent vacancies covered by the Collective Agreement shall be considered probationary employees during the first twelve (12) calendar months of active employment. The employee's performance shall be evaluated during the probationary period to determine whether the employee successfully meets the requirements of the position.

Natural school break periods (Christmas, March break and summer) will not constitute a break in active employment.

L – ARTICLE 10 – LAYOFF AND RECALL

See also Part A: Central Terms LETTER OF UNDERSTANDING #3 Re: Job Security: Protected Complement

Note: For the purpose of this Article, "same or similar" shall be defined as up to a three (3) hour variance per week to the instructor's current weekly time allocation.

L10:01 In the event that a position in a job classification is to be eliminated, the employee in that job classification with the least bargaining unit seniority will be initially declared surplus.

L10:02 The process of redeployment shall be followed in order of seniority, beginning with the most senior employee affected first. All temporary and casual employees within the classification in which reductions are being made shall be laid off prior to displacing permanent employees.

L10:03 Each surplus employee shall be placed according to the following process:

The employee shall:

- (a) be placed into a vacant position within the employee's same salary category and the same or similar weekly time allocation, provided the employee has the qualifications and ability to perform the normal requirements of the job, or, at the employee's choice,

- (b) displace the least senior employee in the same salary category and the same or similar weekly time allocation, provided the employee has the qualifications and ability to perform the normal requirements of the job, or, at the employee's choice,
- (c) be placed into a vacant position for the same or similar weekly time allocation within the next lowest salary category provided the employee has the qualifications and ability to perform the normal requirements of the job or, at the employee's choice,
- (d) displace the least senior employee in the next lowest salary category or categories provided it is for the same or similar weekly time allocation and the employee has the qualifications and ability to perform the normal requirements of the job, or, at the employee's choice,
- (e) be placed on layoff with eligibility for recall in accordance with the provisions listed within this Article.

L10:04 It is understood that employees placed in accordance with the process in L10:03 must have the qualifications and ability to perform the normal requirements of the job in which they would be placed.

L10:05 An employee who is to be laid off shall be given appropriate notice in accordance with the Employment Standards Act.

L10:06 Employees laid off shall be placed on the recall list in order of seniority.

L10:07 Employees will be entitled to recall in order of greatest seniority within the bargaining unit for a position in an equal or lower salary category and the same or similar weekly time allocation to the position from which they were laid off, provided the employee is able to meet the normal requirements of the job for which they are recalled. The Board shall attempt to contact the employee being recalled by telephone, and shall offer the position by registered e-mail.

L10:08 An employee shall have the right to refuse an offer of recall if it is not of equivalent hours and salary category from which they were laid-off. The employee shall not forfeit any rights of recall under this article for such refusal.

L10:09 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent e-mail address and telephone number.

L10:10 An employee who is recalled to work must signify intent to return within four (4) working days after mailing by registered e-mail of the recall notice or within two (2) days after the notification is received by telephone and must return on the date

specified or give a reason acceptable to the Executive Officer of Human Resources why this is not possible and must return to work within ten (10) working days from the date notification of recall is received. The Board shall have no further obligation to the member under this Collective Agreement if the member recalled to work fails to comply with the provisions of this clause.

L10:11 An employee on lay-off shall be notified of all job postings covered by this Agreement by e-mail to the last recorded e-mail address on the employee's personnel file.

L10:12 In order that the operations of the Union will not become disorganized when lay-offs are being made, the Unit Chair shall be the last person laid off during his/her term of office, so long as work at the same or similar weekly time allocation for which he/she is qualified to perform, at his/her own or lower wage level, is available.

L10:13 If a redundant position is re-implemented within twelve (12) months of the notice of redundancy, the position will be offered by seniority to those employees laid off from the classification who are still remaining on the recall list.

L – ARTICLE 11 – REDEPLOYMENT COMMITTEE

L11:01 There shall be a CUPE-ESL redeployment committee consisting of up to three (3) members appointed by the Board and up to two (2) members appointed by the Union plus the Bargaining Unit Chair.

L11:02 The Committee shall review the declaration of surplus positions prior to layoff procedures being initiated.

L11:03 In the event of staff reductions within the bargaining unit which results in the redeployment of staff, the committee shall propose the time lines to be followed and implementation of the procedure contained within the Layoff and Recall Article of this agreement.

L11:04 Meetings of the committee shall be held during regular working hours.

L11:05 Time spent by committee members attending redeployment committee meetings shall be considered as time worked.

L – ARTICLE 12 – AMALGAMATION AND MERGER PROTECTION

L12:01 In the event that the Upper Grand District School Board amalgamates with any other Board of Education the Upper Grand District School Board will make every reasonable effort to secure continued employment for members of CUPE Local 256/ESL who were

in its employ at the time of amalgamation and to make its best effort to ensure the retention of seniority.

L – ARTICLE 13 – STAFF CHANGES/JOB POSTINGS

L13:01

- (a) The Board agrees that any vacancy, or new permanent position created within the ESL staff, shall be posted in bulletin form at all Board-owned places of ESL employment at least five (5) working days (Monday to Friday) prior to the filling of such position, providing the opportunity for all employees to make application. All subsequent vacancies, if any, created by an appointment through this procedure shall be posted for four (4) working days prior to the filling of such subsequent vacancy and further vacancies subsequently created by this procedure shall be posted. During the time that a position is posted the Board may temporarily (for a period up to but not to exceed sixty (60) working days) fill the vacancy as it sees fit. The Board shall post positions vacated due to retirement no less than twenty (20) working days prior to date of retirement provided the Board is notified in writing of the impending retirement and provided the Board has made a decision to fill the position.
- (b) Each job posting shall include:
 - i) That the position is a CUPE, Local 256 Unit 3 position
 - ii) Whether the position is permanent or temporary
 - iii) Job title
 - iv) Hourly salary
 - v) Number of hours worked per week
 - vi) Start date, if known, and end date, if applicable
 - vii) Requirements and Qualifications of the position
 - viii) To whom applications should be sent
 - ix) The due date for such application
 - x) The date the position was posted

Of note, where the specific class or level is known in advance of posting (e.g. temporary leaves, where possible) this shall be identified on the posting.

L13:02

- (a) When any new classification is established, the rate of pay shall be subject to negotiations between the Board and the Union and the job posted prior to an employee being selected and trained for the job. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

- (b) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Board will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or be returned by the Board, to the original position held or to an equal one, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is complete.

L13:03 When the duties of an existing job or classification are changed sufficiently to justify an increase in the wage rate, the matter shall be subject to negotiation between the Board and the Union.

L13:04 An employee who becomes physically or mentally disabled and provides medical evidence of such, acceptable to the Board, may be placed in a vacant position, which takes into consideration the employee's ability and physical and mental condition.

L13:05 Change in Class Enrolment Within a Term

If increased enrolment necessitates the hiring of additional staff during the term, the positions will be posted.

For clarity, where a position has been filled for two (2) consecutive terms temporarily and enrolment supports a third term, such position shall be posted permanent.

L – ARTICLE 14 – JOB DESCRIPTIONS

L14:01 The Board will provide the Union with job descriptions within ninety (90) days of ratification of the collective agreement. The Board will notify the Union when significant changes are made to a job description.

L – ARTICLE 15 – CONTRACTING OUT

L15:01 No member of the Bargaining Unit shall be laid off, or have their hours of work or salary reduced, due to contracting out.

L – ARTICLE 16 – WORK YEAR

L16:01 The normal work year for permanent employees shall commence the Tuesday after Labour Day and shall end no later than June 30th.

Employees who are employed for the Tuesday following Labour Day to June period will no longer be required to re-apply for their position, therefore these employees are considered permanent.

For clarity, permanent Pronunciation positions will commence the second week of the start of the term and will finish the week prior to the end of the term.

L16:02 Summer School Instructors will continue to be hired each year through an application process and will not be considered permanent.

L16:03 Employees in positions formerly known as Non-Continuous Service will be considered temporary employees, except for Pronunciation, Citizenship, Conversation, and Listening and Comprehension.

L16:04 SCHOOL CLOSURES

Christmas Break – 2 weeks

March Break – 1 week

June Break – 1 week

August Break – 2 weeks

L – ARTICLE 17 – HOURS OF WORK / REGULAR HOURS

See also Part A: Central Terms LETTER OF UNDERSTANDING #1 Re: Status Quo Central Items

L17:01 Programs shall run in the morning, the early afternoon, the late afternoon, the evening, and the weekend as required based on student enrolment and program needs.

L17:02 Preparation time

Each Instructor shall receive one prep time per week for each class they are assigned in the day program. Preparation time must be taken at the school.

L – ARTICLE 18 – REST PERIODS

L18:01 Instructors of classes that are 2.5 hours or more in length shall receive a fifteen (15) minute rest period. Instructors of classes that are less than 2.5 hours in length shall receive a five (5) minute rest period.

L – ARTICLE 19 – PAID HOLIDAYS

See also Part A: Central Terms LETTER OF UNDERSTANDING #1 Re: Status Quo Central Items

L19:01

(a) The following days will be recognized as paid holidays:

New Year's Day Victoria Day

Good Friday Labour Day*

Easter Monday Thanksgiving Day

Canada Day* Christmas Day

Civic Holiday* Boxing Day

Family Day

In the event that Easter Monday is a school day, employees shall work on Easter Monday and will be given another day in lieu.

And any other day proclaimed as a Public Holiday by the Federal, Provincial or Municipal Government. (See (b))

- (b) It is understood that a day proclaimed as a holiday by a Municipal Government would apply only to those employees working in the municipality that declared the holiday.

L19:02 An employee will be paid for each of the above holidays at the regular rate of pay for their normal hours of work on that day, or as per the Employment Standards Act, whichever is greater, provided that the employee works the shift immediately preceding and immediately succeeding that holiday, unless there is illness substantiated by a medical certificate or the employee has made some other arrangement satisfactory to the Board.

Notwithstanding the above, holidays identified with an asterisk (*) shall be subject to the following holiday pay clarification.

- i) An employee will be paid their regular earnings for the day, provided the holiday falls within the work term and the employee would have otherwise been scheduled to work, or
- ii) Statutory holiday pay calculation in accordance with the Employment Standards Act of Ontario, whichever is greater.

L19:03 If any of the above holidays fall on a Saturday or Sunday, a Friday or Monday will be paid at the regular rate of pay for the employee's normal hours of work on that day, or as per the Employment Standards Act, whichever is greater, provided that the employee works the shift immediately preceding and immediately succeeding that holiday, unless there is illness substantiated by a medical certificate or the employee has made some other arrangement satisfactory to the Board.

L – ARTICLE 20 – VACATION PAY

See also Part A: Central Terms LETTER OF UNDERSTANDING #1 Re: Status Quo Central Items

L20:01 Employees will be paid vacation pay on each pay in accordance with the Employment Standards Act of Ontario:

- Up to five (5) years of employment – 4%
- Five (5) years of employment or greater – 6%

Notwithstanding the above, it is understood and agreed that in the event the Employment Standards Act (ESA) of Ontario is amended, whereby the percentage of vacation pay is reduced from the above, the Board shall provide vacation pay in accordance with the appropriate ESA legislative amount, as amended.

L – ARTICLE 21 – PENSION PLAN

L21:01 The Board will contribute the required statutory amount for employees enrolled in the Ontario Municipal Employees' Retirement System.

L21:02 It is the responsibility of the employee to notify the Board if the employee is a certified teacher at the time of hire or becomes a certified teacher at any time during the employee's employment with the Board. Failure of the employee to properly notify the Board will not subject the Board to liability for failure to direct pension contributions to T.P.P.

L – ARTICLE 22– GRIEVANCE PROCEDURE

See also Part A: Central Terms C4.00 CENTRAL DISPUTE RESOLUTION PROCESS and LETTER OF UNDERSTANDING #10 RE: List of Arbitrators

L22:01 It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement. When an employee is to be disciplined by any representative of the Board, the employee must be accompanied by a representative of the Union Grievance Committee. Notwithstanding the foregoing, employees who are absent without permission, or who are not at work, may be disciplined by letter sent by verifiable mail with a copy to the Union. It is understood that the Union will be notified on the same day on which the employee is sent the letter by verifiable mail.

L22:02 Grievance Procedure

The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given the employee's immediate supervisor/manager an opportunity to address the complaint. The employee shall meet with the employee's immediate supervisor/manager to present the complaint no later than ten (10) days after circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The employee may have the assistance of a member of the Grievance Committee or a Steward if so desired. The immediate supervisor/manager will give an answer within five (5) working days and failing a settlement satisfactory to the employee, Step 1 of the grievance procedure may be invoked.

L22:03 Settling of Grievance

An earnest effort shall be made to settle any employee or Union grievance fairly and promptly in the following manner:

L22:04 Step 1

If not settled at the informal stage, the complaint will within fifteen (15) days be submitted as a written grievance by the Union to the Senior Administrator responsible for Human Resources for consideration by the Program Manager, Adult ESL and LINC Programs or designate. The grievance shall not be subject to change following submission. The Program Manager, Adult ESL and LINC Programs, or designate, shall provide a written answer within five (5) days of the grievance being submitted.

L22:05 Step 2

If not settled in Step 1, the grievance will within five (5) days be submitted in writing to the Senior Administrator responsible for Human Resources. The Board's representative shall meet with the grievor and the grievor's representative at the regularly scheduled monthly grievance meeting. The Board's representative shall provide written answer within fifteen (15) days of the meeting being held.

L22:06 Step 3

If not then settled, the grievance may within thirty (30) days be referred to arbitration as follows:

- (a) Written notice by fax, and/or email shall be given to the other party formally stating the subject of the grievance and at the same time nominating an appointee. Within ten (10) days upon receipt of such notice the other party shall name an appointee. The appointees representing both parties shall meet within fifteen (15) days and will attempt to agree on a Chairperson of the Arbitration Board and failing such

agreement within ten (10) days after they have first met either party may, within ten (10) days, request the Ministry of Labour for the Province of Ontario to name a Chairperson.

- (b) If agreed to by the Board and the Union an Arbitration Board may be waived in favour of a Single Arbitrator. In this event, such Single Arbitrator shall be selected jointly by the Board and the Union. If the parties are unable to agree on the selection of a Single Arbitrator within twenty (20) days, they shall request the Ministry of Labour for the Province of Ontario to name such an Arbitrator.
- (c) The Arbitration Board or Single Arbitrator may determine the procedure to be followed but shall give full opportunity to all parties to present evidence and make representation. The Arbitration Board or Single Arbitrator shall hear and determine the difference or allegation and render a decision.
- (d) Where a grievance is referred to an Arbitration Board, the decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board.

The decision of the Arbitration Board or Single Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitration Board or Single Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

However, the Arbitration Board or Single Arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangement which is, in the opinion of the Arbitration Board or Single Arbitrator, deemed just and equitable.

- (e) Each party shall pay the following:

Arbitration Board

- i) the fees and expenses of the Arbitrator it appoints; and,
- ii) one-half the fees and expenses of the Chairperson.

Single Arbitrator

- i) one-half the fees and expenses of the Single Arbitrator.

L22:07 The time limits fixed in both grievances and arbitration procedures may be extended by consent of the parties to this Agreement.

L22:08 For the purpose of this section "days" shall mean working days other than Saturday, Sunday or paid holidays.

L22:09 Replies to grievances shall be in writing at all steps with the exception of the informal stage. The same form shall be used at all steps of the grievance process.

L22:10 Mediation

Notwithstanding the foregoing, grievances may, upon agreement of both Parties, proceed through the grievance procedure to a mediator for the purpose of resolving grievances in an expeditious and informed manner prior to referral to arbitration as defined under Step 3 of the grievance procedure.

All time lines related to referral to arbitration shall be suspended pending the outcome of the mediation. The mediator shall endeavour to assist the parties to settle the grievance by mediation. Costs for the mediator shall be shared equally by the Parties.

If the parties are unable to settle the grievance by mediation, the parties, by mutual consent, may empower the mediator as an arbitrator and the arbitrator shall determine the grievance by arbitration. The provisions of clause L22:06 (Arbitration) shall be adhered to.

L – ARTICLE 23 – UNION AND MANAGEMENT GRIEVANCES

See also Part A: Central Terms C4.00 CENTRAL DISPUTE RESOLUTION PROCESS and LETTER OF UNDERSTANDING #10 RE: List of Arbitrators

L23:01 It is understood that the Board may bring forward at any meeting with the Grievance Committee any complaints or grievances, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to Arbitration.

L23:02 Policy Grievance

A complaint or grievance arising directly between the Board and Union concerning the interpretation, application or alleged violation of the Agreement must be originated at Step 2 no later than ten (10) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could institute on his/her own and the regular grievance procedure shall not be thereby bypassed.

L23:03 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union may present a group grievance in writing identifying each employee who is grieving to the Board or its designee no later than ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance must then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

L – ARTICLE 24 – NO STRIKES OR LOCKOUTS

L24:01 During the term of this Agreement, there shall be no strikes or lockouts as defined by the Ontario Labour Relations Act, and the Union agrees that neither it nor its representatives shall cause or sanction any slow-down or other interference.

L – ARTICLE 25 – DISCIPLINE, DISCHARGE, SUSPENSIONS

L25:01 A claim by an employee that the employee has been discharged or suspended without good cause shall be treated as a grievance if a written statement of such grievance is lodged with the Board or its designate within ten (10) working days of discharge and shall be lodged at Step 2 of the grievance procedure.

L25:02 Notwithstanding the foregoing and without otherwise impeding management's right to discipline and manage the operations of the workplace, the Board agrees to consult with the Unit Chair of the Bargaining Unit prior to suspending an employee without pay while an investigation is pending or ongoing.

L25:03 No discipline records shall be used against an employee providing the employee's record has been clear for a period of two (2) years, excluding periods of leave of absence.

L – ARTICLE 26 – PERSONNEL FILE

L26:01 The only recognized personnel file of an employee shall be maintained in the Human Resources Department. The file shall be available and open to the employee for inspection in the presence of a Human Resources Officer by contacting the Human Resources Department and arranging an appointment.

Opportunities to view a personnel file shall not be unreasonably requested, delayed and/or denied.

L26:02 An employee shall be entitled, upon request, to copies of any materials contained in the employee's personnel file.

In the event an employee is ill, or otherwise unavailable to review their file, they may authorize, in writing, access to their file by the Bargaining Unit Chair, or designate, who shall be supplied, upon request, with copies of any materials contained in the file.

L26:03 A member shall have the right to be accompanied by a Bargaining Unit representative when reviewing their personnel file.

L – ARTICLE 27 – LEAVE OF ABSENCE WITHOUT PAY

See also Part A: Central Terms LETTER OF UNDERSTANDING #6 Re: Scheduled Unpaid Leave Plan

L27:01 A leave of absence without pay may be granted by the Board to an employee, in accordance with the conditions set out in this article.

L27:02 A leave of absence granted under this Article shall be without salary/wages.

- L27:03 (a) An employee shall apply in writing to the Program Manager for a leave of absence without pay.
- (b) An employee requesting a Leave of Absence without pay for a full term(s) shall apply at least seven (7) weeks prior to the beginning of the requested leave and shall provide a reason for the request.
- (c) The timeline in (b) may be waived when the application for such leave is for compassionate family circumstances.
- (d) Requests for leave of absences will not be unreasonably denied.

L27:04 The period of a leave granted under this Article shall be for up to one (1) year (three consecutive terms).

L27:05 An extension of up to one (1) year (in full term increments, up to three consecutive terms) may be granted to the employee with the approval of the Board upon written request of the employee received by the Board not less than four weeks prior to the end of the leave.

L27:06 The total length, including extension, of leaves of absence for any reason (including pregnancy and parental leaves) shall not exceed twenty-four (24) consecutive calendar months without approval of the Director of Education and the Bargaining Unit President.

L27:07 Requests for Leave of Absence of less than one (1) full term may be considered when the application is for compassionate family circumstances.

L27:08 Except in extenuating circumstances an employee shall not be entitled to more than six (6) full term leaves within a five (5) year period.

L27:09 For clarity, it is understood that the FTE amount of the leave within a term shall constitute a full-term leave.

L – ARTICLE 28 – UNION LEAVE

L28:01 Leave of absence without pay and without loss of seniority shall be granted to not more than two (2) employees at any one time for a period not to exceed sixteen (16) person days in total, in any one (1) year September 1 to August 31 for the purpose of attending to Union business provided that at least seven (7) working days prior notice of such leave is given to the Board. The Board shall pay their regular wages which shall be reimbursed by the Union.

L28:02 Full Time Position with the Union

Any employee with seniority elected or selected for a full-time position with the Union shall be granted a leave of absence without pay for a period of up to one (1) year. Such employee shall retain their seniority. Such leave of absence shall be confined to one (1) employee during the same year. The Board shall be given at least twenty-one (21) days clear notice of request for such leave (or such less notice as may be mutually agreed upon).

L – ARTICLE 29 – PREGNANCY AND PARENTAL LEAVE / SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)

See also Part A: Central Terms LETTER OF UNDERSTANDING #2 Re: Status Quo Central Items Requiring Amendment and Incorporation (Maternity Benefits/SEB Plan)

L29:01 Pregnancy and Parental Leave

Entitlement to pregnancy and parental leave shall be in accordance with the Employment Standards Act, R.S.O. 2000 as amended from time to time.

L – ARTICLE 30 – LEAVE OF ABSENCE WITH PAY

See also Part A: Central Terms LETTER OF UNDERSTANDING #2 Re: Status Quo Central Items Requiring Amendment and Incorporation

L30:01 Paid Leave

All employees shall be allowed a maximum of one (1) day per school year (September 1 – August 31) with pay for one of the following:

- (a) to attend their own wedding or that of the employee's parents, brother, sister, son or daughter if the wedding occurs on a working day during working hours; or;
- (b) to attend the ceremonies for graduation from a post-secondary institution of self, husband, wife, son or daughter;
- (c) to participate in the employee's own personal move of residence;
- (d) to attend the birth of their child.

This request shall be submitted, in writing, two (2) weeks prior to the day off requested and must be deemed acceptable by the Executive Officer of Human Resources.

L30:02 Illness in Immediate Family

In the case of serious illness in the immediate family (spouse/partner, mother, father, son or daughter) which requires the employee's urgent personal attention, the employee shall be allowed up to two (2) days per year with pay. This leave may be extended under exceptional circumstances on the recommendation of the Executive Officer of Human Resources and subject to approval of the Director of Education.

L30:03 Bereavement Leave

An employee shall be granted, upon written request, the following leaves with the understanding that the death has occurred during the scheduled work term and that there shall be no pyramiding of days in the event of more than one death occurring during the leave period.

- (a) Up to five (5) consecutive working days leave with pay in the event of a death in the immediate family (i.e. Spouse/Partner, Son, Daughter, Father or Mother, Step-Parent, Stepchild, Grandchild) of the employee; three (3) working days leave with pay in the event of a death of Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother or sister of the employee. One of these days may be deferred to a later date for purposes of interment.

Alternatively, one (1) day's mourning leave shall be given with pay in the event of a death in the immediate family when the employee is not attending the funeral.

- (b) One (1) day's leave with pay shall be granted in the event of the death of Brother-in-law, Sister-in-law, Niece, Nephew, Grandparents, Aunt or Uncle when the employee is attending the funeral.
- (c) For absences occasioned by the death of those not covered above, under exceptional circumstances, leave may be granted on the recommendation of the Program Manager and subject to the approval of the Executive Officer of Human Resources.

L30:04 Jury Duty

The Board agrees to pay an employee who is required to serve as a juror or summoned as a court witness the difference between normal earnings and the payment received for jury service or court witness. The employee shall present proof of service and the amount of pay received.

L – ARTICLE 31 – REPLACEMENT STAFF – LESSON PLANS

L31:01 Instructors are required to report their absence(s) as per the administrative process established by the Board. The Instructors will not be required to find their own replacement when they are absent as staff replacement will be the responsibility of management. It is understood that staff will be required to provide lesson plans for the first five (5) days of absence for the substitute employee to the office no later than two (2) hours prior to the start of the class for the day(s) of the absence.

L – ARTICLE 32 – SELF-FUNDED LEAVE PLAN – GENERAL TERMS AND CONDITIONS

L32:01 Types of Leave

- (a) The employee-funded leave shall afford an employee the opportunity to enter into an agreement with the Board to take a one (1) year self-funded leave in the last year of an individual's five (5) year agreement. In each year of the Plan preceding the year of leave, an employee will be paid a reduced percentage of salary (80%). The remaining percentage, which shall not exceed 20% of the employee's annual salary, will be deferred and shall be retained by the Board to finance the year of leave.
- (b) Any employee having three (3) years of service with the Board is eligible to participate in the plan.
- (c) An employee must make written application to the Board, with a copy to the Program Manager, on or before May 1st for a September to August leave, requesting permission to participate in the plan.

- (d) Written acceptance, or denial, of the employee's request, with an explanation, will be forwarded to the employee within sixty (60) days of the original request.
- (e) Approval of individual requests to participate in the plan rests solely with the Board.

L32:02 Financial Provisions

- (a) An employee participating in the plan shall be eligible for any increase in salary and benefits that would have been received had the employee not been in the plan, including full credit for seniority and increment during participating years.
- (b) Sick leave shall not accumulate during the term spent on leave.
- (c) Income Tax shall be deducted on the actual monies received by the employee during each of the years of the plan, subject to the Income Tax regulations in effect at that time.
- (d) The employee shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the employee's account shall be the current rate for the Savings account at the Bank used by the Board, and be compounded and credited on each pay date. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon written request by the employee.
- (e) Upon conclusion of the individual's leave plan, the balance of the employee's account will be settled in a manner mutually agreeable to the Board and the employee.
- (f) Pension deductions (OMERS and / or TPP, as applicable) are to be continued as required by the appropriate legislation and policies during all years of participation.
- (g) An employee may apply, in writing, to the Board to withdraw from the plan no later than sixty (60) working days prior to the scheduled commencement of the leave. Within sixty (60) days following the request to withdraw the Board shall repay to the employee any monies accumulated, plus interest owed.
- (h) Should an employee die while participating in the plan, any monies accumulated, plus interest owed at the time of death, shall be paid to the deceased's estate.

L32:03 General Provisions

- (a) During the self-funded leave, the employee may engage in such plans of education and employment outside of the Board as the employee chooses.
- (b) Upon return from leave, the employee shall be returned to the same position or an equivalent position, or if such placement is not possible, shall be placed in the most appropriate position available retaining the same terms and conditions including salary level. Implementation of this clause is subject to Article 10 – Layoff and Recall.
- (c) All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participation will be granted.

L – ARTICLE 33 – HEALTH AND SAFETY

See also Part A: Central Terms LETTER OF UNDERSTANDING #12 Re: Provincial Working Group - Health and Safety

L33:01 It is agreed that both Parties will cooperate for the prevention of accidents and the promotion of health and safety. The Employer will make reasonable provisions for the safety and protection of the health of employees during the hours of employment.

L33:02 The Parties recognize their obligations under the Occupational Health and Safety Act - Ontario and its accompanying regulations.

L33:03 When supervising students of the Upper Grand District School Board members shall act in accordance with the Occupational Health and Safety Act - Ontario, Section 27.

L33:04 The Parties agree that the Bargaining Unit shall have the right to identify Health and Safety concerns at Labour Management Committee meetings. The Employer shall investigate such issues brought forward for discussion and report back to the Bargaining Unit.

L33:05 The Employer will offer opportunities for members of the Bargaining Unit to be trained with respect to Health and Safety, including at a minimum, worker rights, safety policies and procedures, at the Upper Grand District School Board. Members shall complete training as legislatively required or as required by the Board.

L33:06

- (a) It is mutually agreed that both parties will co-operate to the fullest extent on the prevention of accidents and in the promotion of safety and health. The Board will make reasonable provisions for the safety and protection of the health of the

employees, and acknowledge recommendations of a committee of stewards appointed by the Union.

- (b) The Board has established a contact system for every site which is normally staffed with a sole person in a night school position. Employees are required to comply with the contact system. Failure to adhere to this system will result in disciplinary action, following one (1) reminder.
- (c) CUPE Local 256 will have four (4) members on the Joint Health and Safety Committee (JHSC), one of whom may be from the ESL bargaining unit. The worker members of the JHSC representing CUPE shall be allowed a total of five (5) days per year to attend Union sponsored Health and Safety related conferences and seminars. Such days shall be compensated by CUPE but not deducted from Union release days (L – Article 28 – Union Leave).

L – ARTICLE 34 – PANDEMIC

L34:01 In the event of a pandemic which impacts upon the Upper Grand District School Board, the parties agree to meet to discuss interim changes necessary to the Collective Agreement to allow for the continued operation of the Board/School functions.

L – ARTICLE 35 – WORKPLACE SAFETY AND INSURANCE BOARD

See also Part A: Central Terms LETTER OF UNDERSTANDING #2 Re: Status Quo Central Items Requiring Amendment and Incorporation

L35:01 An employee in receipt of a Workplace Safety and Insurance Board award for injuries suffered during the course of employment, shall be paid, in addition to the award, the difference between the amount of such award and the employee's normal salary or wages.

L35:02 An employee who is injured during working hours and is required to obtain treatment at a medical location, shall be paid the remainder of the employee's normal work assignment, without deduction for time absent on that day, provided that the examining physician states the employee is unable to complete his/her work assignment.

L35:03

- (a) An employee receiving payment for compensable injury under Workplace Safety and Insurance Board benefits shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement for a period of two (2) years.

- (b) The Board agrees that every employee returning from an absence due to a work related injury for which Workplace Safety and Insurance Board benefits were payable shall be reinstated to the position the employee held on the date of injury provided that the employee is certified as medically fit to resume their regular duties by a legally qualified medical practitioner. If such an employee cannot resume the employee's previous position, the Board shall place the employee in an available position which the employee is qualified to perform. If an employee is thus reinstated it shall be under the terms and conditions of this Agreement, as may be mutually agreed upon between the parties.

In the event that an employee is unable to return to their regular pre-disability position, the Board and Union shall identify, where possible, suitable alternate work duties in accordance with the Workplace Safety Insurance Act (WSIA) and Ontario Human Rights Code (OHRC).

L – ARTICLE 36 – ABSENCE / RETURN TO WORK FROM ILLNESS OR INJURY

See also Part A: Central Terms LETTER OF UNDERSTANDING #2 Re: Status Quo Central Items Requiring Amendment and Incorporation

L36:01 Employees in receipt of sick leave and/or benefits under the Workplace Safety Insurance Act (WSIA) and/or returning to work from an illness/injury (work related or non-work related) may be required to take part in the Board's Workplace Early Intervention Program (WEIP) and to sign a release of information to permit the Board to contact the employee's physician to facilitate this process (See Appendix B- WEIP Program).

L – ARTICLE 37 – GENERAL CONDITIONS

L37:01 The Board shall provide bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees at each ESL site owned by the Board.

L37:02 At the beginning of employment, the Board will advise each new employee of the intranet location of the Collective Agreement. The cost of printing the Collective Agreement shall be shared equally between the Board and the Bargaining Unit.

L – ARTICLE 38 – INCLEMENT WEATHER CANCELLATIONS

L38:01 When the employee's class is cancelled because of inclement weather, the employee will be allowed necessary leave of absence without loss of pay until the employee's class resumes.

If weather conditions make it impossible to reach their assigned work location the employee shall notify their supervisor as soon as possible. It is understood that the employee shall not be disciplined and will not be paid for the time absent from work.

L – ARTICLE 39 – MILEAGE AND TRAVELLING TIME

L39:01 When an employee is required by the Board to use the employee's own vehicle for transportation from one of the Board's job sites to another job site, or between job sites, to fulfill a work assignment the employee shall be paid mileage according to Board policy. This clause does not apply to employees who have chosen to work at more than one work location.

L – ARTICLE 40 – CASUAL EMPLOYEES

See also Part A: Central Terms C10.00 CASUAL SENIORITY EMPLOYEE LIST

L40:01 Seniority for casual employees shall be established as the employee's first day of work in the Bargaining Unit as a casual employee.

L40:02 It is understood that permanent employees may apply for the casual list following their retirement, however their seniority date shall be the first date of hire as a casual employee following their retirement date.

L40:03 The Board shall maintain a seniority list for casual employees. The Board shall provide to the Union on or before February 1st each year an electronic copy of an updated seniority list effective December 1st of the previous year.

L40:04 A seniority list shall be generated in order of seniority (most senior to the least senior) of all Supply staff. The seniority list shall be posted and a copy sent to the Unit Chair twice a year.

L40:05 Casual employees shall be covered by the following articles of the local (Part B) Collective Agreement:

L – Article 1 - Purpose, L – Article 2 - Recognition, L – Article 3 - No Discrimination, L – Article 4 - Reservation of Management's Rights, L – Article 5 - Communications, L- Article 6 – Assistance of the Union, L – Article 7 – Dues Check-Off, L – Article 8 – Committees – Negotiating, Labour Management, Grievance, WSIB, L – Article 18 – Rest Periods, L – Article 20 – Vacation Pay, L – Article 21 – Pension Plan, L – Article 22 – Grievance Procedure, L – Article 23 – Union and Management Grievances, L – Article 24 – No Strikes or Lockouts, L – Article 25 – Discipline, Discharge, Suspensions, L – Article 26 – Personnel File, L – Article 32 – Health and Safety, L – Article 35 – Absence / Return to

work from illness or injury, and L – Appendix A – Hourly Rates.

Further to the above, the following asterisked (*) article(s) of the local collective agreement shall apply to casual employees in a long-term assignment in accordance with and limited to the relevant Part A: Central Agreement provisions:

*L – Article 29 – Pregnancy and Parental Leave / Supplemental Employment Benefits (SEB)

L – ARTICLE 41 – TERMINATION CLAUSE

See also Part A: Central Terms C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

L41:01 This Agreement shall be in effect from September 1, 2019 and shall remain in effect until August 31, 2022 and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect from year to year thereafter. However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement provided that agreement to any such changes shall not be, in any way, construed as affecting the provisions of L – Article 24 (No Strike or Lockout).

L41:02 Notice that amendments are required or that either party intends to terminate the 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 of this Agreement or any anniversary of such.

L41:03 Notwithstanding the period of notice cited in clause L41.02, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) days prior to the expiration date that it desires to negotiate with a view to renew, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L41:04 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

L41:05 This Agreement shall remain in full force during bona fide negotiations.

L41:06 Following ratification and after signing of the formal Agreement, copies of the Agreement shall be distributed within thirty (30) days to all employees covered by this Agreement.

SIGNATURES

Signed this 16th, day of December, 2020, at Guelph, Ontario

FOR THE BOARD

FOR THE UNION

Maurice Rogers

ME Beardall

M. MacNeil

[Signature]

Lisa Fedak

Bill [Signature]

L – APPENDIX A – HOURLY RATES

	Aug. 31, 2019	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
INSTRUCTOR:				
ESL/LINC Instructor (TESL Accredited or equivalent)	\$38.02	\$38.40	\$38.78	\$39.17
ESL/LINC Instructor (TESL Certified or equivalent)	\$34.62	\$34.97	\$35.32	\$35.67
Probationary ESL/LINC Instructor (for one year upon date of hire)	\$34.62	\$34.97	\$35.32	\$35.67
Probationary ESL/LINC Supply Instructor (for one year upon date of hire)	\$30.25	\$30.55	\$30.86	\$31.17
Supply ESL/LINC Instructor (after successful one year)	\$34.62	\$34.97	\$35.32	\$35.67

L – APPENDIX B – Workplace Early Intervention Program (WEIP)

Purpose Statement

The Upper Grand District School Board and its Employee Groups are committed to maintaining a supportive workplace environment. The goal of the program is to return employees to their pre-injury/illness job. Every effort will be made to provide suitable and meaningful work for any employee unable to perform regular duties as a result of a work or non-work related injury or illness.

Overview of the Program

Once a period of absence commences, employee and Principal/Supervisor maintain regular contact to remind the employee about the program and to identify whether the absence will result in some limitations or need of return to work assistance.

Once the fifth day of absence is reached, the Principal/Supervisor notifies the WEIP Coordinator of the absence

The WEIP Coordinator reviews available information and may request that the employee have his/her physician or therapist complete a form which details functional limitations.

Employee and Principal/Supervisor and/or WEIP Coordinator maintain ongoing communication geared to identifying when the employee will be able to return to productive work and what special needs he/she may have.

Once functional information is received, WEIP Coordinator reviews and assesses whether return to work is reasonable and what special needs might exist, and:

- If medical status is not improved/stable, makes a note to follow up in the future, or;
- If appropriate, notifies the Principal/Supervisor to work with the employee, as well as the WEIP Coordinator, if applicable, to develop a return to work plan which sets out duties and working hours/days as well as time targets, and/or;
- Consults with the Benefit Coordinator to decide whether an LTD application package should be provided to the employee.

Employee returns to work and the return to work plan is implemented, if applicable. The Principal/Supervisor and/or the WEIP Coordinator monitor the plan to ensure everything is progressing on schedule. The employee notifies the Principal/Supervisor or the WEIP Coordinator immediately if there are any concerns emerging.

The return to work plan is completed and the employee returns to his/her regular, pre-injury/illness job. The Principal/Supervisor continues to monitor for a short period to ensure the employee can manage full duties.

In the event that the employee has a permanent impairment and cannot return to his/her regular, pre-disability job, the Program Coordinator will liaise with the Executive Officer of Human Resources and other appropriate parties to locate a suitable permanent placement.

PROCEDURES

A. FOLLOW-UP PROCESS

- When an employee is absent from work, he/she is responsible for developing a schedule for ongoing contact with the Principal/Supervisor, and to call in or meet with the Principal/Supervisor at the agreed upon times. The purpose of the contact is to maintain a workplace connection, by keeping the employee up-to-date with events at the workplace and to remind the employee about the program. In addition, the employee will be responsible for providing information about any-expected limitations or return to work assistance that may be necessary. An employee may, at any time choose to maintain contact with the Early Intervention Program Coordinator directly.
- If an employee has been absent for a period of 5 or more working days, the Principal/Supervisor will notify the Program Coordinator. The Principal/Supervisor will continue to be responsible for maintaining contact with the employee thereafter, and to keep the Program Coordinator up-to-date.
- In the event the employee notifies the Principal/Supervisor of a planned absence for medical reasons, the Principal/Supervisor should notify the Program Coordinator right away. This will allow for early return to work planning to begin, even before the employee misses the first day of work.

DETERMINING THE FEASIBILITY OF RETURN TO WORK

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- The program Coordinator will decide when it is appropriate to request information about functional limitations which may inhibit the employee's ability to work at his or her regular job. The employee will be provided with a form to take to his/her designated health care provider for completion.
- Once the completed form is received, the Program Coordinator will review the information, and make an assessment about return to work potential. The Program Coordinator will notify the Principal/Supervisor of the results, and will obtain any further updates on the employee's condition that the Principal/Supervisor may have.

RETURN TO WORK:

1. *Return to Regular Duties:*

- In many situations, the employee will return to his/her pre-disability job with no need for assistance. While these returns are straightforward, the Principal/Supervisor will still check with the employee and, if appropriate, remind the employee about the program and the assistance that is available if problems occur. In addition, the Principal/Supervisor will provide information about the return to work to the WEIP Coordinator for program measurement purposes.

2. *Return to Modified Duties:*

- In other situations, the employee will not be able to return to his/her pre-disability job right away, but will be capable of performing work that is suitable to their limitations or restrictions which might result from the disability. In these situations, return to work assistance may be necessary to help build strength and stamina to prepare for return to regular duties. Return to work assistance may include any or all of changed duties, reduced hours or changed shifts.
 - a) For straightforward situations the Principal/Supervisor and the employee may simply agree on and implement the required modifications. The Principal/Supervisor is responsible for letting the Program Coordinator know about the assistance that has been provided, and for how long. The Principal/Supervisor will also be responsible for monitoring the employee's progress regularly throughout the period of assistance and for several days after return to regular duties to ensure there are no concerns.
 - b) For more complex situations, the Program Coordinator will work with the Principal/Supervisor and the employee to design and implement a return to work plan. The employee has the right to request the involvement of his/her collective bargaining agent in these discussions. The resulting plan will be documented and signed by the employee, Principal/Supervisor and the Program Coordinator. The Principal/Supervisor and employee are responsible for implementing the plan and monitoring the employee's

progress. Where concerns arise, the Program Coordinator will be notified by the employee or Principal/Supervisor and will assist, as necessary, in resolving the concern(s).

- Infrequently, an employee will be permanently disabled and will never be able to return to his or her regular, pre-disability job. In these situations, the Program Coordinator will be responsible to work with the Executive Officer of Human Resources and other appropriate parties to seek alternate job duties for the employee, in accordance with standard Board of Education policy.

3. *Involvement of External Parties:*

- The WEIP Coordinator will:
 - determine when it is appropriate to involve external parties;
 - assist with gaining access to the medical system when requested to do so by the employee.

B. MAKING APPLICATION FOR LONG TERM DISABILITY

- Benefits staff in Human Resources will identify when an employee has been absent for a period which approximates one-half the LTD qualifying period. In consultation with the WEIP Coordinator, they will determine when it is appropriate for the employee to complete an application for LTD benefits and will provide a package to the employee.
- Completed LTD applications may be forwarded by Human Resources staff or sent directly to OTIP, who will be responsible to forward the application to the insurer and to follow up on any missing information. In addition, OTIP will monitor the insurer's decisions and will assist the LTD applicant as necessary.
- The WEIP Coordinator will represent the Board at regular case review meetings with the insurer, OTIP, WSIB, etc., as applicable. The goal of the meetings is to provide updates to all parties on the progress being achieved by employees who are absent, are on modified work programs and/or are on disability benefits.

L – LETTER OF UNDERSTANDING

Between

UPPER GRAND DISTRICT SCHOOL BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

Re: Administrative Procedures

Board agrees to develop consistent administrative procedures to be implemented no later than ninety (90) school days following ratification of the Collective Agreement on the following issues:

- Absence reporting
- Staffing guidelines
- Procedure for providing lesson plans
- Procedure for determining assignments of replacement staff

The procedures will be reviewed with the Bargaining Unit Chair prior to implementation.

L – LETTER OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

Re: OMERS Contributory Earnings

The parties agreed that this Letter of Understanding is for information purposes only and is not grievable. The parties will continue to be bound by the OMERS definition of contributory earnings including any and all amendments to the definition.

Contributory earnings must include all regular recurring earnings including the following:

- ▲ basic wages or salary;
- ▲ regular vacation pay if there is corresponding service;
- ▲ normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited services;
- ▲ retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- ▲ Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organization performance, some types of variable pay, merit pay, commissions.);
- ▲ market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy,(and not a temporary policy));
- ▲ ongoing special allowances (for example, flight allowance, canine allowance);
- ▲ pay for time in lieu of overtime;
- ▲ danger pay;
- ▲ acting pay (pay at a higher salary rate for acting in place of an absent person);
- ▲ shift premium (pay for shift work);
- ▲ ongoing long service pay (extra pay for completing a specified number of years of service);
- ▲ sick pay deemed to be regular wages or salary;
- ▲ salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- ▲ stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- ▲ living accommodation premiums provided (if paid as a form of compensation and not as

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

L – LETTER OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

Re: Pay Equity

The Board and the Union agree as follows:

The parties will meet during the month of April each year, for the purpose of reviewing Pay Equity unless another date is mutually agreed.

The Board shall comply with its legal obligations under Section 14 of the Pay Equity Act including negotiating Terms of Reference, weight and bands, GNCS, JE rating, job analysis questionnaire and other agreed to documents to comply with the Pay Equity Act.

L – LETTER OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

Re: Attributed Hours of Insurable Employment

This will confirm that, with the consent of the Union and conditional upon any initial and continuing approvals required under the Employment Insurance Act and Regulations, the Upper Grand District School Board agrees to use the following formula for the sole and exclusive purpose of reporting insurable hours on an Employee's Record of Employment.

Effective the month following ratification employees will be deemed to have worked 1.5 hours for each hour they are paid.

L – LETTER OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

Re: Hiring Practices

The parties agree to the following hiring practices:

When a permanent position is to be filled or a new permanent position is created in the bargaining unit, the Board will:

- i. offer the position, subject to L - Article 10 - Layoff and Recall, to those on the Recall List; if there is no one on Layoff with the ability and qualifications to fill the position, then;
- ii. post the position as outlined in L – Article 13 – Staff Changes / Job Postings.

Staffing for Posted Positions (Specific Skill Set Not Required)

Permanent employees who have applied to a position where no specific skill set has been identified shall have first rights to such position based on the seniority date of the applicants. Accordingly, seniority shall be the determining factor in the granting of such positions and interviews are therefore not required.

Staffing for Posted Positions (Specific Skill Set Required)

- i. Where a specific skill set is required, it is understood that Administration reserves the right to select the most appropriate applicant (skills and abilities). The following classes are included: “Foundation Literacy and Pronunciation”. Accordingly, when two or more applicants have equal skill and ability, the instructor with the most seniority will be the successful applicant.
- ii. Notwithstanding the above, it is understood and agreed that in the event that a position is added to the program (e.g. blended learning), the Board reserves the right to determine the specific skill set and abilities and hire as such.
- iii. Job postings shall include requirements and qualifications of the position in accordance with L13:01 b) vii).

Administration shall interview for positions where a specific skill set is required to determine the competency and suitability of the applicants. It is understood that this requirement shall apply, including in circumstances where only one candidate submits an application to said position(s).

CUPE – RETAINED LANGUAGE

Retained for Historical Reference (Not Applicable)

Retained from 2014-2017 Collective Agreement:

**L – LETTER OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256**

Re: Group Benefits and Other Working Conditions

Note: The content of this letter is not applicable and is included for reference only. It originally appeared in the CUPE Local 256 Caretaking and Maintenance Collective Agreement and therefore does not apply to this unit.

The Bargaining Unit's share of the Board's allocation under the PDT Agreement will be the ratio between the bargaining unit's FTE of employees eligible for benefits to the total FTE of the Board's unionized and non-unionized employees as reported in the Board's 2008-09 Financial Statements.

The parties agree that the Bargaining Unit's share of the Board's allocation under the PDT Agreement in 2010-11 is approximately \$40,092 which shall be verified by the parties upon agreements being reached with all other groups of the Board on the understanding that the total allocation for all groups shall not exceed the Board's total allocation under the PDT agreement.

The parties agree to establish a Joint Benefits and Other Working Conditions Committee comprised of up to three (3) representatives of the Union and up the three (3) representatives of the Board, plus appropriate resources. The Committee shall be responsible for reviewing and determining the group benefits and other working conditions enhancements to be applied to CUPE Local 256 for implementation by September 1, 2010.

Retained from 2014-2017 Collective Agreement:

**L – LETTER OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256**

Re: LTD

Note: The content of this letter is not applicable and is included for reference only. It originally appeared in the CUPE Local 256 Caretaking and Maintenance Collective Agreement and therefore does not apply to this unit.

The parties agree to investigate the implementation of an employee paid Long Term Disability (LTD) program for employees working half-time or more (20 or more hours per week). The Board's benefit consultant from AW Schreiber will be invited to a Union membership meeting to discuss LTD options and pricing.

In the event that the Union, on behalf of the membership, accepts the introduction of an LTD plan, the parties agree to meet to make the corresponding necessary changes to the collective agreement to implement the plan.

Retained from 2014-2017 Collective Agreement:

L – LETTER OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

Re: Family Caregiver Leave

Definitions

49.3 (1) In this section,

“qualified health practitioner” means,

- (a) a person who is qualified to practise as a physician, a registered nurse or a psychologist under the laws of the jurisdiction in which care or treatment is provided to the individual described in subsection (5), or
- (b) in the prescribed circumstances, a member of a prescribed class of health practitioners; (“praticien de la santé qualifié”)

“week” means a period of seven consecutive days beginning on Sunday and ending on Saturday. (“semaine”) 2014, c. 6, s. 3.

Entitlement to leave

(2) An employee is entitled to a leave of absence without pay to provide care or support to an individual described in subsection (5) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition. 2014, c. 6, s. 3.

Serious medical condition

(3) For greater certainty, a serious medical condition referred to in subsection (2) may include a condition that is chronic or episodic. 2014, c. 6, s. 3.

Same

(4) An employee is entitled to take up to eight weeks leave under this section for each individual described in subsection (5) in each calendar year. 2014, c. 6, s. 3.

Application of subs. (2)

(5) Subsection (2) applies in respect of the following individuals:

1. The employee’s spouse.
2. A parent, step-parent or foster parent of the employee or the employee’s spouse.
3. A child, step-child or foster child of the employee or the employee’s spouse.
4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee’s spouse.
5. The spouse of a child of the employee.
6. The employee’s brother or sister.
7. A relative of the employee who is dependent on the employee for care or assistance.
8. Any individual prescribed as a family member for the purpose of this section. 2014, c. 6, s. 3.

Advising employer

(6) An employee who wishes to take a leave under this section shall advise his or her employer in writing that he or she will be doing so. 2014, c. 6, s. 3.

Same

(7) If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it. 2014, c. 6, s. 3.

Copy of certificate

(8) If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in subsection (2) as soon as possible. 2014, c. 6, s. 3.

Leave under ss. 49.1, 49.4, 49.5 and 50

(9) An employee's entitlement to leave under this section is in addition to any entitlement to leave under sections 49.1, 49.4, 49.5 and 50. 2014, c. 6, s. 3.

Section amendments with date in force (d/m/y)

2014, c. 6, s. 3 - 29/10/2014

Retained from 2014-2017 Collective Agreement:

L – LETTER OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

Re: Critically Ill Child Care Leave

Definitions

49.4 (1) In this section,

“child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age; (“enfant”)

“critically ill child” means a child whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury; (“enfant gravement malade”)

“qualified health practitioner” means,

- (a) a person who is qualified to practise as a physician, a registered nurse or a psychologist under the laws of the jurisdiction in which care or treatment is provided to the individual described in subsection (2), or
- (b) in the prescribed circumstances, a member of a prescribed class of health practitioners; (“praticien de la santé qualifié”)

“week” means a period of seven consecutive days beginning on Sunday and ending on Saturday. (“semaine”) 2014, c. 6, s. 3.

Entitlement to leave

(2) An employee who has been employed by his or her employer for at least six consecutive months is entitled to a leave of absence without pay to provide care or support to a critically ill child of the employee if a qualified health practitioner issues a certificate that,

- (a) states that the child is a critically ill child who requires the care or support of one or more parents; and
- (b) sets out the period during which the child requires the care or support. 2014, c. 6, s. 3.

Same

(3) Subject to subsections (4) and (5), an employee is entitled to take up to 37 weeks leave under this section to provide care or support to a critically ill child of the employee. 2014, c. 6, s. 3.

Same — period less than 37 weeks

(4) If the certificate described in subsection (2) sets out a period of less than 37 weeks, the employee is entitled to take a leave only for the number of weeks in the period specified in the certificate. 2014, c. 6, s. 3.

Same — more than one child critically ill

(5) If more than one child of the employee is critically ill as the result of the same event, the employee is not entitled to take a leave for a longer period than the period that would otherwise apply under subsection (3) or (4). 2014, c. 6, s. 3.

When leave must end

(6) Subject to subsections (7) and (8), a leave under this section ends no later than the last day of the period specified in the certificate described in subsection (2). 2014, c. 6, s. 3.

Limitation period

(7) If the period specified in the certificate described in subsection (2) is 52 weeks or longer, the leave ends no later than the last day of the 52-week period that begins on the earlier of,

- (a) the first day of the week in which the certificate is issued; and
- (b) the first day of the week in which the child in respect of whom the certificate was issued became critically ill. 2014, c. 6, s. 3.

Same — more than one child critically ill

(8) If more than one child of the employee is critically ill as the result of the same event and the period specified in any certificate described in subsection (2) that was issued in respect of any of the children is 52 weeks or longer, the leave ends no later than the last day of the 52-week period that begins on the earlier of,

- (a) the first day of the week in which the first certificate is issued in respect of any of the children; and
- (b) the first day of the week in which the first of the children in respect of whom a certificate was issued became critically ill. 2014, c. 6, s. 3.

Death of child

(9) Subject to subsection (10), if a critically ill child dies while an employee is on a leave under this section, the employee's entitlement to be on leave ends at the end of the week in which the child dies. 2014, c. 6, s. 3.

Same — more than one child critically ill

(10) Subsection (9) does not apply if more than one child of the employee is critically ill as the result of the same event, unless all of the children die while the employee is on leave, in which case the employee's entitlement to be on leave ends at the end of the week in which the last child dies. 2014, c. 6, s. 3.

Total amount of leave

(11) The total amount of leave that may be taken by one or more employees under this section in respect of the same child, or children who are critically ill as the result of the same event, is 37 weeks. 2014, c. 6, s. 3.

Further leave

(12) If one or more children in respect of whom an employee has taken a leave under this section remain critically ill while the employee is on leave or after the employee returns to work, but before the 52-week period described in subsection (7) or (8) expires, the employee is entitled to take an extension of the leave or a new leave if,

- (a) a qualified health practitioner issues an additional certificate described in subsection (2) for the child or children that sets out a different period during which the child or children require care or support;
- (b) the total amount of leave taken in the leave or combined leaves, as the case may be, does not exceed 37 weeks; and
- (c) the leave ends no later than the last day of the period described in subsection (7) or (8). 2014, c. 6, s. 3.

Additional leaves

(13) If one or more children in respect of whom an employee has taken a leave under this section remain critically ill after the 52-week period described in subsection (7) or (8) expires, the employee is entitled to take another leave and the requirements of this section apply to the new leave. 2014, c. 6, s. 3.

Advising employer

(14) An employee who wishes to take a leave under this section shall advise his or her employer in writing that he or she will be doing so and shall provide the employer with a written plan that indicates the weeks in which he or she will take the leave. 2014, c. 6, s. 3.

Same

(15) If an employee must begin a leave under this section before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it and shall provide the employer with a written plan that indicates the weeks in which he or she will take the leave. 2014, c. 6, s. 3.

Same — change in employees plan

(16) An employee may take a leave at a time other than that indicated in the plan provided under subsection (14) or (15) if the change to the time of the leave meets the requirements of this section and,

- (a) the employee requests permission from the employer to do so in writing and the employer grants permission in writing; or
- (b) the employee provides the employer with such written notice of the change as is reasonable in the circumstances. 2014, c. 6, s. 3.

Copy of certificate

(17) If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in subsection (2) as soon as possible. 2014, c. 6, s. 3.

Leave under ss. 49.1, 49.3, 49.5 and 50

(18) An employee's entitlement to leave under this section is in addition to any entitlement to leave under sections 49.1, 49.3, 49.5 and 50. 2014, c. 6, s. 3.

Section amendments with date in force (d/m/y)

2014, c. 6, s. 3 - 29/10/2014