

# Wellington

DISTRICT SCHOOL BOARD



## COLLECTIVE AGREEMENT

BETWEEN

**THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD**

(HEREINAFTER CALLED "THE BOARD")

AND

**THE MEMBERS OF**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND LOCAL 256**

EMPLOYED BY THE BOARD

(HEREINAFTER CALLED "THE UNION")

**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.

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><b>Dear Health Care Professional,</b></p> <p>please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Employee</p> <p>Address:</p>	<p>Telephone No: _____</p> <p>Work Location: _____</p>

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

First Day of Absence:

General Nature of Illness\* (*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*):

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





**PART 3 – Confirmation and Attestation**

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

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

**Completing Health Care Professional Name:**

**(Please Print)**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Telephone Number:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

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

Additional or follow up information may be requested as appropriate.

# **LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

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

## **Issues: To be Updated as Necessary**

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

## **LETTER OF UNDERSTANDING #2**

**BETWEEN**

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

**AND**

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

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

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

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

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

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

### **STATUTORY/PUBLIC HOLIDAYS**

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

## **WSIB TOP-UP**

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

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

### **Common Central Provisions**

#### **Maternity Benefits/SEB Plan**

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

### **SHORT-TERM PAID LEAVES**

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

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

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

An Employee who has applied for long-term disability is eligible for additional short-term disability leave days up to the maximum difference between the long-term

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

### **RE: Job Security: Protected Complement**

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

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

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

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



## **LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

### **RE: Education Worker Protection Fund**

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

- i. Schools boards and the CUPE local shall jointly apply for funding to reinstate affected positions. This funding shall be available from the date of central ratification until August 31, 2022 for the affected employees' work year.
- ii. Affected positions are those that were reduced either by lay off or reduction to hours effective August 31, 2019 as a result of the expiry of LOU #3, Job Security: Protected Complement. This does not apply to positions reduced in accordance with LOU #3, Job Security: Protected Complement.
- iii. LOU #3, Job Security: Protected Complement will apply to reinstated positions through the use of this fund.

- iv. The local unions and local school boards will meet as soon as practical, and no later than 30 days after the date of central ratification, to discuss the implementation of this LOU.
- v. A reconciliation process shall be established to confirm that the positions have been reinstated to the appropriate school boards. Any disputes regarding the implementation, administration and the reconciliation of this LOU will be submitted to the Central Dispute Resolution Committee by December 31, 2019. Any disputes not resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.
- vi. Upon receiving the applications in i), and reconciliation in v), the funding shall be prorated based on the finalized FTE numbers.

## APPENDIX D

<b>Education Worker Protection Fund</b>		
	<b>2019-20</b>	<b>2019-20</b>
<b>School Board</b>	<b>FTE</b>	<b>\$</b>
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
<b>Provincial Total</b>	<b>302.1</b>	<b>\$ 17,087,984</b>

### 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 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.

- ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
  - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any



Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31<sup>st</sup> of each year.
- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> 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.

**MEMORANDUM OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**AND**

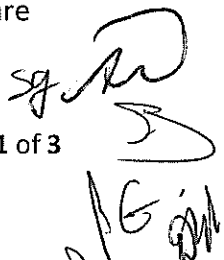
**The Crown**

**Re: CUPE EDUCATION WORKER BENEFITS TRUST (EWBT) IMPLEMENTATION MATTERS**

**Surplus/Reserves**

All eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans as a result of the transfer of benefit plans to the CUPE EWBT will be allocated between the school board and the employees. The employees' share is to be transferred to the applicable Trust 90 days after all Central Employee Workers' unions or council of unions, Teachers' Federations, and other employee groups have signed their respective Agreement on Central Terms or other agreements with this process.

- A. For policies where employee groups were tracked separately:
- i. The share of the total eligible and available surplus to be transferred to the CUPE EWBT is the total CUPE eligible and available surpluses multiplied by an amount equal to CUPE represented employees' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.
- B. For policies where multiple employee groups were pooled together:
- i. The total eligible and available surpluses will be allocated to each employee group based on the total paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
  - ii. The share of the total eligible and available surplus to be transferred to the CUPE EWBT is the total CUPE eligible and available surpluses (calculated in B.i above) multiplied by an amount equal to CUPE represented employees' pro rata share of employee premiums based on the employees' premiums based on the



employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.

- C. For policies where employee groups were tracked separately and pooled together:
  - (i) Separately tracked surpluses are to be subtracted from the total eligible and available surpluses. The share of the separately tracked surpluses is to be transferred to the CUPE EWBT as per the process described in section A above.
  - (ii) The remaining eligible and available surpluses are then distributed based on the process described in section B above.

The total surplus amount to be allocated in sections A, B and C, will be based on the school board's final surplus balance as reported by the boards' insurance carriers or, in the case of board-owned defined contribution plans, the boards' financial systems.

All school board reserves for Incurred But Not Reported ("IBNR") claims and Claims Fluctuation Reserve ("CFR") will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

School 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 school board.

The school boards will not make any withdrawal, of any monies, from any health care benefit plan reserve, surplus and/or deposit until direction by the ministry on the distribution of surpluses/reserves to the CUPE EWBT is provided to school boards.

Dated this 6<sup>th</sup> day of October, 2019 at Toronto

**FOR THE COUNCIL OF TRUSTEES ASSOCIATION (CTA)**

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**FOR THE CROWN**

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*Subject to errors and omissions*

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES/ONTARIO SCHOOL BOARD  
COUNCIL OF UNIONS (CUPE/OSBCU)**


**MEMORANDUM OF UNDERSTANDING #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: TRANSITION OF POST RETIREMENT BENEFITS**

Letter of Understanding 9, forming part of the Agreement on Central Terms executed on November 2, 2015 between the CTA/CAE, CUPE and the Crown, provides that eligible retired CUPE represented employees would move to the trust no later than August 31, 2017.

Despite the transition of CUPE represented employees' benefits to the CUPE EWBT, the school boards continue to provide health care benefits to eligible retired CUPE represented employees in accordance with the existing benefit plans and co-pay arrangements.

The Parties acknowledge that the transition of retirees to the CUPE EWBT is a matter that needs to be resolved.

If by December 31, 2019 the parties are unable to resolve all disputes concerning the transition of retirees to the CUPE EWBT, the parties and the Crown (as participant) agree to refer the matter to arbitration with a mutually agreed upon arbitrator. If the parties and the Crown cannot agree on an arbitrator, William Kaplan will appoint an arbitrator. The parties agree the matter shall be scheduled expeditiously.

In the event that a school board is advised by its' benefits carrier that the carrier will cease to provide coverage for eligible retirees, it is agreed that as an interim solution, the CUPE EWBT will work with the Council of Trustee Associations and the Crown to request that the CUPE EWBT benefit provider temporarily provide benefits coverage to the retirees consistent with current arrangements. The board will remain the plan holder. Provisions of this benefit coverage shall be outside and without cost to the CUPE EWBT. This temporary solution will remain in place until the matter is conclusively resolved by way of agreement or award.

*[Handwritten signatures and initials]*  
S.A. R.  
S.D.  
D.W.M.

*Subject to errors and omissions*

Dated this 6<sup>th</sup> day of October, 2019 at Toronto

**FOR THE COUNCIL OF TRUSTEES ASSOCIATION (CTA)**

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**FOR THE CROWN**

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**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES/ONTARIO SCHOOL BOARD COUNCIL OF UNIONS (CUPE/OSBCU)**

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<b>APPENDIX II: Investments in System Priorities - CUPE</b>		<b>ESTIMATED SHARE OF INVESTMENTS</b>	
<b>DSBNo</b>	<b>DSB Name</b>	<b>Special Education Staff Amount</b>	<b>Other Staffing Amount</b>
1	DSB Ontario North East	\$ -	\$ 181,718
2	Algoma DSB	\$ -	\$ 170,474
3	Rainbow DSB	\$ -	\$ 213,190
4	Near North DSB	\$ -	\$ 282,325
5.1	Keewatin-Patricia DSB	\$ -	\$ 140,706
5.2	Rainy River DSB	\$ -	\$ 39,937
6.1	Lakehead DSB	\$ -	\$ 137,371
6.2	Superior-Greenstone DSB	\$ -	\$ -
7	Bluewater DSB	\$ -	\$ 228,965
8	Avon Maitland DSB	\$ -	\$ -
9	Greater Essex County DSB	\$ -	\$ 731,248
10	Lambton Kent DSB	\$ 643,974	\$ 482,055
11	Thames Valley DSB	\$ 1,734,105	\$ 1,513,610
12	Toronto DSB	\$ 4,700,640	\$ 4,387,433
13	Durham DSB	\$ 1,655,465	\$ 1,332,987
14	Kawartha Pine Ridge DSB	\$ 899,304	\$ 690,150
15	Trillium Lakelands DSB	\$ 497,663	\$ 428,984
16	York Region DSB	\$ 2,570,039	\$ 2,292,186
17	Simcoe County DSB	\$ -	\$ 568,951
18	Upper Grand DSB	\$ -	\$ 328,518
19	Peel DSB	\$ -	\$ 2,947,250
20	Halton DSB	\$ -	\$ 516,562
21	Hamilton-Wentworth DSB	\$ -	\$ 549,441
22	DSB of Niagara	\$ 919,400	\$ 733,657
23	Grand Erie DSB	\$ 688,836	\$ 577,882
24	Waterloo Region DSB	\$ -	\$ -
25	Ottawa-Carleton DSB	\$ -	\$ -
26	Upper Canada DSB	\$ 772,922	\$ 671,089
27	Limestone DSB	\$ 505,891	\$ 422,938
28	Renfrew County DSB	\$ -	\$ 237,812
29	Hastings and Prince Edward DSB	\$ 446,296	\$ 330,671
30.1	Northeastern Catholic DSB	\$ 112,275	\$ 71,513
30.2	Nipissing-Parry Sound Catholic DSB	\$ -	\$ 32,061
31	Huron-Superior Catholic DSB	\$ 215,677	\$ 161,715
32	Sudbury Catholic DSB	\$ -	\$ 78,168
33.1	Northwest Catholic DSB	\$ 95,723	\$ 44,874
33.2	Kenora Catholic DSB	\$ -	\$ -
34.1	Thunder Bay Catholic DSB	\$ -	\$ -
34.2	Superior North Catholic DSB	\$ -	\$ -
35	Bruce-Grey Catholic DSB	\$ 158,728	\$ 94,370
36	Huron Perth Catholic DSB	\$ 166,590	\$ 52,483
37	Windsor-Essex Catholic DSB	\$ 526,463	\$ -
38	London District Catholic School Board	\$ 498,656	\$ 356,777
39	St. Clair Catholic DSB	\$ 266,530	\$ 187,373
40	Toronto Catholic DSB	\$ 1,706,784	\$ 1,952,195
41	Peterborough V N C Catholic DSB	\$ 434,405	\$ 354,125
42	York Catholic DSB	\$ 1,135,857	\$ 967,351
43	Dufferin-Peel Catholic DSB	\$ -	\$ 1,640,315
44	Simcoe Muskoka Catholic DSB	\$ -	\$ 267,773
45	Durham Catholic DSB	\$ 417,283	\$ 399,957
46	Halton Catholic DSB	\$ 675,346	\$ 610,306
47	Hamilton-Wentworth Catholic DSB	\$ 779,463	\$ 229,261
48	Wellington Catholic DSB	\$ -	\$ 79,436
49	Waterloo Catholic DSB	\$ 503,628	\$ 191,624
50	Niagara Catholic DSB	\$ 543,760	\$ 452,333
51	Brant Haldimand Norfolk Catholic DSB	\$ -	\$ -
52	Catholic DSB of Eastern Ontario	\$ 386,489	\$ 333,277
53	Ottawa Catholic DSB	\$ 958,145	\$ 376,518
54	Renfrew County Catholic DSB	\$ -	\$ 58,992
55	Algonquin and Lakeshore Catholic DSB	\$ 373,422	\$ 303,699
56	CSD du Nord-Est de l'Ontario	\$ 120,046	\$ 91,784
57	CSD du Grand Nord de l'Ontario	\$ -	\$ 60,831
58	CS Viamonde	\$ -	\$ 160,034
59	CÉP de l'Est de l'Ontario	\$ -	\$ 371,770
60.1	CSD catholique des Grandes Rivières	\$ -	\$ 99,324
60.2	CSD catholique Franco-Nord	\$ -	\$ 40,997
61	CSD catholique du Nouvel-Ontario	\$ -	\$ 125,313
62	CSD catholique des Aurores boréales	\$ -	\$ -
63	CS catholique Providence	\$ 314,725	\$ 282,884
64	CS catholique Mon Avenir	\$ -	\$ 200,317
65	CSD catholique de l'Est ontarien	\$ -	\$ 242,895
66	CSD catholique du Centre-Est de l'Ontario	\$ -	\$ 176,627
<b>Estimated Totals</b>		<b>\$ 26,424,532</b>	<b>\$ 32,287,384</b>

**Notes:**

Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.

- The Investments in System Priorities is a time-limited annual amount as specified in the table and will only be provided for the term of the agreement.
- The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

## APPENDIX III

### Community Use of Schools Investment

DSB Name	\$
DSB Ontario North East	4,951
Algoma DSB	4,417
Rainbow DSB	6,140
Near North DSB	4,719
Keewatin-Patricia DSB	2,820
Rainy River DSB	-
Lakehead DSB	3,792
Superior-Greenstone DSB	-
Bluewater DSB	7,113
Avon Maitland DSB	-
Greater Essex County DSB	222
Lambton Kent DSB	9,693
Thames Valley DSB	29,002
Toronto DSB	85,953
Durham DSB	25,822
Kawartha Pine Ridge DSB	12,589
Trillium Lakelands DSB	6,961
York Region DSB	45,435
Simcoe County DSB	17,471
Upper Grand DSB	11,029
Peel DSB	55,581
Halton DSB	21,477
Hamilton-Wentworth DSB	17,826
DSB of Niagara	14,460
Grand Erie DSB	10,719
Waterloo Region DSB	-
Ottawa-Carleton DSB	-
Upper Canada DSB	12,895
Limestone DSB	8,416
Renfrew County DSB	4,763
Hastings and Prince Edward DSB	6,802
Northeastern Catholic DSB	1,143
Nipissing-Parry Sound Catholic DSB	1,291
Huron-Superior Catholic DSB	2,064
Sudbury Catholic DSB	2,384
Northwest Catholic DSB	518
Kenora Catholic DSB	-
Thunder Bay Catholic DSB	-
Superior North Catholic DSB	-
Bruce-Grey Catholic DSB	1,608
Huron-Perth Catholic DSB	47
Windsor-Essex Catholic DSB	-
London District Catholic School Board	7,165
St. Clair Catholic DSB	3,211
Toronto Catholic DSB	34,196
Peterborough V N C Catholic DSB	5,638
York Catholic DSB	20,341
Dufferin-Peel Catholic DSB	31,209
Simcoe Muskoka Catholic DSB	7,466
Durham Catholic DSB	8,163
Halton Catholic DSB	11,833
Hamilton-Wentworth Catholic DSB	165
Wellington Catholic DSB	2,950
Waterloo Catholic DSB	87
Niagara Catholic DSB	8,288
Brant Haldimand Norfolk Catholic DSB	-
Catholic DSB of Eastern Ontario	4,814
Ottawa Catholic DSB	231
Renfrew County Catholic DSB	1,816
Algonquin and Lakeshore Catholic DSB	4,558
CSD du Nord-Est de l'Ontario	1,119
CSD du Grand Nord de l'Ontario	1,977
CS Viamonde	4,747
CÉP de l'Est de l'Ontario	6,144
CSD catholique des Grandes Rivières	3,613
CSD catholique Franco-Nord	1,260
CSD catholique du Nouvel-Ontario	3,574
CSD catholique des Aurores boréales	-
CS catholique Providence	4,228
CS catholique Mon Avenir	6,415
CSD catholique de l'Est ontarien	5,191
CSD catholique du Centre-Est de l'Ontario	7,802
<b>Total</b>	<b>\$ 638,320</b>

#### Notes:

- Provincial system investment in the Community Use Of Schools (CUS) that was made in 2017-18 reflecting a 3% increase in the allocation will continue for the term of this agreement.

## **CUPE - PART B: LOCAL TERMS**

### **PREAMBLE**

The Wellington Catholic District School Board and C.U.P.E. Local 256 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

This Collective Agreement made and entered into this 1<sup>st</sup> day of September, 2019 by and between "The Wellington Catholic District School Board", hereinafter called the "Board" and The Canadian Union of Public Employees and Local No. 256 thereof, hereinafter called the "Union".

### **ARTICLE 1 - PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations and to promote co-operation and harmony between the "Board" employees and the "Union" and to provide an amicable method of settling differences, which might arise hereunder.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 Subject to the terms of this Agreement, the "Union" recognizes that the operating of the schools and the full direction of the work force is the exclusive function and responsibility of the "Board". Without restricting the generality of the foregoing the "Union" recognizes the right of the "Board" to determine the scheduling of the work force, the methods and procedures to be used, the kinds and location of tools, materials and control of materials that may be used in the operations to be performed. The "Union" further recognizes the right of the "Board", subject to the terms of this Agreement, to hire, retire, promote, determine qualifications and capabilities, transfer, demote and lay off employees and to suspend, discharge or otherwise discipline employees for cause, maintain order, discipline and efficiency and to determine standards of performance for all equipment, employees and operations.

2.02 The "Union" further acknowledges that the "Board" has the right to make and/or alter from time to time reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules shall be posted in the customary locations for this type of information. An

employee may be disciplined, or discharged for infraction of rules and/or regulations referred to in this clause.

- 2.03 The "Board" agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The "Board" recognizes the "Union" as the exclusive bargaining agent of all employees of the "Board" engaged in Maintenance Services and Plant Operations save and except supervisors, persons above the rank of supervisor, office staff and employees regularly employed for less than fifteen (15 hours) per week.

- 3.02 No full-time supervisor, persons above the rank of supervisor or member of the office staff shall normally perform work that would be done by members of the bargaining unit except for the purposes of instruction, experimenting or in emergencies when regular employees are not readily available and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of such employees.

- 3.03 No employee in the bargaining unit shall be required or permitted to make any written or verbal agreement with the "Board" or their authorized representatives, which will conflict with the terms of this Collective Agreement unless mutually agreed by the parties to this Agreement.

- 3.04 a) "Part-time employee" shall mean a person employed by the "Board" on a continuous basis between fifteen (15) and twenty-three (23) hours per week.

A part-time employee does not include a temporary employee as defined in Article 3.04 (b) of this Agreement. Temporary employees are not members of the bargaining unit or covered under this collective agreement with the exception of the payment of the wage rate and union dues deduction in accordance with the Collective Agreement.

- b) "Temporary Employee" shall mean a person employed by the "Board" on a temporary basis for special projects, or during periods of heavy workload, or in cases of emergency, or to replace employees absent due to prolonged illness, or for similar purposes, or approved leave of absence. A temporary employee shall not be

hired for a term longer than eighty (80) working days; however, such period may be extended by mutual agreement between the parties.

The Union agrees that the "Board" shall have the right to hire a temporary employee to replace an employee for the duration of an Employee Funded Leave, an approved Long Term Disability claim or legislated Pregnancy/Parental Leave.

#### **ARTICLE 4 - BOARD AND UNION RELATIONS**

4.01 The "Board" acknowledges the right of the "Union" to appoint or otherwise select a Union Committee, which shall consist of not more than four (4) members. Such members shall be regular full-time employees of the "Board" and shall be members of the bargaining unit and have completed their probationary period. Such Committee shall have the right at any scheduled meeting held with the "Board" to have the assistance of a full-time staff representative of the Canadian Union of Public Employees when dealing or negotiating with the "Board". The "Union" will advise the "Board" of the members of said Committee and shall keep the "Board" informed of any changes at all times so that the "Board" will be currently informed.

4.02 This Committee shall be known as the "'Union" Committee" and shall function as a Negotiating Committee and/or a Grievance Committee. The "Board" will recognize and deal with said Committee in an endeavour to complete a collective agreement between the "Union" and the "Board".

The "Board" further agrees that it will recognize and deal with said committee with respect to any grievances, which might arise during the life of this collective agreement and in accordance with its terms, and participation in Labour/Management meetings.

4.03 The full-time staff representative of the Canadian Union of Public Employees may have the right of access to the "Board's" premises in order to investigate and assist in the settlement of a grievance. Before entering such premises, the staff representative must have prior approval of the "Board". The "Board" shall have the right of designation of time and conditions.

4.04 A current member of the "'Union" Committee" upon request to the "Board" shall be permitted reasonable time off without loss of pay to attend meetings scheduled between the "Union Committee", the "Union" and the "Board" during working hours.



- 4.05 Both parties agree that each committee person is employed to perform full-time work for the "Board" and that the work place will not be left during working hours except to perform the duties as a committee person under this Agreement. Therefore, no committee person shall leave the work place without obtaining the permission of the supervisor or in the supervisor's absence an authorized representative of the "Board", and subject to operational requirements such permission will not be unreasonably withheld.
- 4.06 a) The parties agree that there will be no discrimination, interference, coercion or intimidation by reason of membership or non-membership in the "Union".
- b) The parties agree that in accordance with the Ontario Human Rights Code, there shall be no discrimination based on any of the grounds enumerated in the Code.
- 4.07 All correspondence between the parties arising out of this Agreement, unless otherwise specified, shall pass to and from the Superintendent of Human Resources or designate of the "Board" and the Chairperson of the Union Committee.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.01 An employee who has a complaint concerning the interpretation, application, administration or alleged violation of this Agreement must bring that complaint to the attention of the Manager of Plant and Operations or designate within ten (10) working days of when the employee became, or ought reasonable to have become aware of, the occurrence which gave rise to the complaint. It is understood that no employee has a grievance until the Manager of Plant and Operations or designate has been given an opportunity to review the complaint and verbally reply, which shall be within five (5) working days after the receipt of the complaint. In the event that the employee is not satisfied with the proposed resolution they may, within ten (10) working days, submit a written grievance in the format as outlined below.

Step 1 Subject to having completed the mandatory complaint stage in Article 5.01, the employee shall submit a written grievance and shall specify the Article or Articles of this Agreement alleged to have been violated and the relief sought. The grievance shall be signed by the employee and by the Grievance Officer. The grievance shall be submitted to the Superintendent of Human Resource. Within ten (10) working days of the receipt of the grievance, a meeting will be held to discuss the grievance. The employee shall be accompanied by a member of the "Union

Committee". A written response will be provided within ten (10) working days of the meeting.

Step 2

Failing settlement being reached in Step 1, the Union, within five (5) working days of the reply of the Superintendent of Human Resources in Step 1 above, but not thereafter, shall present the Grievance to the Director of Education or Designate. Within ten (10) working days of the receipt of the Grievance a meeting with the employee, who will be accompanied by the Union Committee will be held to discuss the grievance. The Director of Education, or designate, shall reply in writing within ten (10) working days of the meeting. Failing satisfaction with such reply the Union may within fifteen (15) working days of the receipt of the reply in Step 2 but not thereafter refer the Grievance to Arbitration.

- 5.02 It is understood that the "Board" may bring forward at any meeting with the "Grievance Committee" any complaint or grievance and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration.
- 5.03 The "Board" shall supply the necessary facilities for the Grievance Meetings.
- 5.04 The time limits outlined in the grievance procedure including arbitration, may be extended by mutual agreement, which will not be unreasonably withheld.
- 5.05 A grieved employee may be required by either party to attend a grievance between the "Board" and the "Union". No more than one (1) employee shall be requested to attend a meeting unless it is mutually felt that more than one (1) is necessary. Any employee(s) so attending during working hours shall do so without loss of pay.
- 5.06 The "Union" agrees that the final written answer of the "Board" to a grievance at any step in the grievance procedure shall dispose of the grievance, unless the grievance is advanced to the next step of the grievance procedure within the time-lines outlined above. The only exception being arbitration as per 6.01.
- 5.07 A seniority employee who feels that a suspension or discharge has been unjustly administered shall have the right to appeal herewith the discharge or suspension in accordance with the grievance procedure commencing at Step 2 herein provided. Such appeal must be in writing addressed to the "Board" and the "Union" and must be in the "Board's" hands, no later than five (5) working days after the effective date of

suspension or discharge. If such appeal is properly made, the matter shall be negotiated through the grievance procedure and if it is determined that such employee has been unjustly suspended or discharged, the employee shall be reinstated to their former position without loss of seniority and shall be compensated at their normal hourly rate for normal hours lost from work because of the suspension or discharge. It is further agreed that the conferring parties or Arbitration Board shall have the power to make any other arrangement in compensation and/or penalty, which in their opinion is just and equitable.

#### **GRIEVANCE OF NEW HOURLY RATES**

5.08 Grievances on new hourly rates established after the effective date of this Agreement excepting those affected by general wage adjustments are subject to the grievance procedure including arbitration. When the duties of an existing classification are changed sufficiently to justify a decrease or increase, the "Board" shall have the right to establish a new hourly rate.

If the "Board" does not alter a rate and the "Union" is of the opinion that the change in duties is substantially enough to justify a change in rate of at least five percent (5%), the "Union" shall have the right to initiate a grievance.

#### **POLICY GRIEVANCE**

5.09 A complaint or grievance arising directly between the Board and Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within 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 himself institute and the regular grievance procedure shall not be thereby bypassed.

#### **GROUP GRIEVANCE**

5.10 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Superintendent of Human Resources within 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 shall

then be treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

## **GRIEVANCE MEDIATION**

- 5.11 a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- b) The time lines outlined in the grievance procedure shall be suspended at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were suspended.

## **ARTICLE 6 - ARBITRATION**

- 6.01 Any grievance arising from the interpretation, application, administration or alleged violation of this Agreement which has not been settled under the grievance procedure, including any question as to whether a matter is arbitrable, may within but not more than fifteen (15) working days after the completion of Step 2 be submitted to arbitration by either party. When either party to this Agreement desires that a grievance be submitted to arbitration it shall notify the other party in writing. Such notification shall contain in so far as possible a complete and accurate statement of the grievance matter to be arbitrated. Within ten (10) working days after the receipt of this notice each party shall appoint a nominee and notify the other party of its appointee. The two nominees, so appointed, shall select a chairperson of the arbitration Board within five (5) working days of the date of the last appointed arbitrator. If the recipient of the foregoing notice fails to appoint an arbitrator as herein specified or if the two appointees fail to agree upon a chairperson either or both parties shall make an application to the Minister of Labour for Ontario asking that the appointment be made. In the appointment for a Chairperson it is requested that preference be given to a member of the judiciary.
- 6.02 Each of the parties shall pay the charges and expenses of its appointee. The charges and expenses of the Chairperson of the Arbitration Board shall be borne equally by the "Board" and the "Union".

- 6.03 A decision by the majority of the Arbitration Board shall be final and binding upon both parties. Where there is no majority decision, the decision of the Chairperson of the Arbitration Board shall be the decision of such Board.
- 6.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part thereof. Unless mutually agreed no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 6.05 Grievances on rate ceilings in effect on the effective day of this Agreement including those, which are affected by a general wage adjustment, are not subject to arbitration.
- 6.06 During the arbitration procedure the parties shall, upon request have the assistance of employee or employees concerned and/or witnesses. The "Union" will give the "Board" at least two (2) working days prior notice to the day of requirement of any employee called by them. All reasonable arrangements will be made to provide access to the schools to the Arbitration Board if and when requested to view working conditions that may be relevant to the settlement of the grievance.
- 6.07 Should the parties disagree as to the meaning of the arbitration decision, either party may apply to the Chairperson of the Board of Arbitration to clarify the decision.

#### **ARTICLE 7 - NO STRIKE OR LOCKOUT**

- 7.01 During the term of this Agreement there shall be no strikes or lockouts as defined in The Labour Relations Act of Ontario and the "Union" agrees that neither it nor its representatives shall cause or sanction any slowdown nor stoppage of work either partial or complete.

#### **ARTICLE 8 - SENIORITY**

- 8.01 a) An employee shall be considered a probationary employee until completion of sixty working days of satisfactory service. After sixty working days of satisfactory service the employee shall be classed as a seniority employee and seniority shall date back to last date of hire. "Satisfactory Service" shall mean service satisfactory to the "Board". Probationary employees shall not have the right to grievance regarding

discharge and the "Union" shall not have the right to act on their behalf upon such discharge.

- b) The probationary period for a part-time employee will be five hundred and twenty (520) hours.

8.02 Employees shall update any change in address or telephone number within one (1) week using the applicable electronic system.

A former employee on lay-off and subject to recall will notify the "Board" by registered mail of changes in address or telephone numbers.

8.03 a) A newly hired employee shall have job seniority after successful completion of the probationary period of sixty working days. In the case of transfer or promotion of an existing bargaining unit member to a new job, the employee shall be entitled to permanent status on such job after successful completion of a trial period of sixty working days.

- b) In the transferring of a caretaker from one school to another school the "Board" will take into consideration the length of service which a caretaker may have in a particular school and will give every consideration, after consulting with such a senior employee, prior to any transfer.

8.04 An employee who is transferred shall continue to accumulate job seniority on the job from which the transfer was made until the employee acquires job seniority on the job transferred to, in accordance with Clause 8.03 above.

8.05 "Qualified Experience" shall mean the employee has worked on the job sixty (60) working days or more and is presently able in the opinion of the "Board" to perform the job at a level of performance required of a satisfactory and experienced employee on such job.

8.06 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee presently in the bargaining unit who is transferred to a position outside the bargaining unit and who returns to the bargaining unit, shall return to the job held prior to transfer but shall not displace an employee with greater seniority. Failing placement in such job the employee shall be placed in accordance with clauses 11.01 and 11.02. The employee shall retain the seniority held at the date of transfer from the bargaining unit and in addition time spent on a job(s) outside the

bargaining unit shall be credited to the job held in the bargaining unit on the date of transfer out for the purpose of union dues.

## **SENIORITY LIST**

- 8.07 The "Board" agrees to furnish the "Union" with a seniority list based on employees' records, which shall contain the seniority date of each seniority employee. This list shall be supplied by the Human Resources Department on February 1 and September 30 of each year, and at other times as reasonably requested by the "Union".
- 8.08 Seniority shall accumulate, except as otherwise provided for in this Agreement, during an approved personal leave of absence in accordance with Board policy and Regulation HRG.R.5, provided such accumulation does not exceed three (3) months.
- 8.09 Part-time employees hired after September 1, 2008, will earn seniority based on the number of hours worked. One (1) year of seniority equals two thousand and eighty (2080) hours.

## **ARTICLE 9 – DISCIPLINARY**

- 9.01 The disciplinary record of an employee shall not be used against the employee at any time after eighteen months following disciplinary action (which will include verbal warnings and letters of reprimand), provided the employee has kept his/her record clear during such period. If an employee has had subsequent discipline (which will include verbal warnings and letters of reprimand) during the initial eighteen month period, then the initial letter will remain in the employee's file until eighteen months have expired from the date of the last verbal warning and/or disciplinary letter. Upon written request from the employee or the Union on the employee's behalf, documentation with regard to a verbal warning or disciplinary letter(s) will be removed from the employee's Human Resources file, provided they meet the above noted criteria. Letters of Expectation shall not be used against an employee when applying for a promotion or transfer if the employee has no further incidents after 18 months from the date the letter was issued.

## **ARTICLE 10 - JOB POSTINGS**

- 10.01 Where the Board decides to fill a vacancy (including new positions) in the bargaining unit, the following process will apply:

- (a) Except in the case of emergency, all vacancies for regular full-time positions shall be posted to the H.R. Job Posting Employee Portal, with an e-mail copy going at the same time to the Local Chair. Posting lengths are as follows:
- i) five (5) working days for initial postings.
  - ii) two (2) working days for all lateral transfers. In the case of a lateral transfer within the same job classification or a voluntary demotion, an e-mail expressing interest in the position must be submitted as per the posting instructions, and will be awarded in accordance with seniority. For transfer purposes it is understood that Staff Caretaker and Unassigned Caretaker are in the same job classification.
  - iii) five (5) working days for promotional postings. The posting shall stipulate the qualifications, classifications, rate of pay and location. A bargaining unit member, who desires to be considered for the vacancy, shall submit an application form by e-mail as per the posting instructions. The application must identify the position for which the employee is applying.
- (b) Transfers as a result of clause 2.01 will not be posted, however the subsequent vacancy may be posted in accordance with this clause.
- (c) The Union and the Board acknowledge the desirability of promotion and career progression within the Board.
- (d) Educational requirements or an equivalent combination of work experience and relevant skills, will be considered in the evaluation of candidates.
- (e) When assessing the qualifications of an applicant, the Board will consider the following factors:
- Application Form – employees will be expected to submit a current Application Form.
  - Interview – In order to ensure fair and equitable interviews are provided for all qualified applicants, except in an emergency, the same interview committee will be present for all interviews, and the same questions will be asked, specific to each job posting. Responses will be recorded. Each person



will be provided with the same opportunity to ask questions. The same scoring method will be used for all interviews.

- Testing – Applicants will be advised in advance of any tests that will take place as part of the interview process. Applicants may request their individual test results.
- Skill – when evaluating an applicant’s skill level as it relates to the position, the interview committee will consider: related education, training and/or experience; proven ability to work effectively in a team environment and provide functional guidance to others.
- Efficiency – when evaluating an applicant’s efficiency as it relates to the position, the interview committee will consider: the employee’s attendance record (i.e. absenteeism); punctuality; proven ability to work to deadlines; proven ability to work independently and without close supervision.
- Job Ability – when evaluating an applicant’s job ability as it relates to the position, the interview committee will consider: the application; the interview; the interview responses; the accuracy on any testing.
- Seniority – seniority will only be used when two (2) or more candidates are considered by the interview committee to be “relatively equal”.

Applicants will be advised in advance of their interview, the marking/weighting scheme as it relates to the specific position, for each of the following: application form; interview; skill; efficiency; job ability; and any testing that may be required. The union will also be advised of the marking/weighting scheme.

- (f) It shall be the right of the Board subject to the terms of this agreement, to appoint persons it deems suitable to positions of responsibility within the bargaining unit including the position of Caretaker-in-Charge.
- (g) All job postings will be suspended during the Christmas break and March break.
- (h) The successful applicant shall be placed on a trial period for up to sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position, or if the successful applicant requests in writing to be removed from the

position at any time during the trial period, the employee shall be returned to his/her former position and wage. Where operationally feasible the employee may be returned to his/her previous location and shift if vacant. If the position is no longer available, the employee will be transferred into another appropriate classification subject to skill, efficiency and job ability as determined by the Board, and his/her hourly rate will be red-circled.

- 10.02 There will be no posting required if an employee is offered and accepts an increase in hours at the same site up to a maximum of thirty five (35) hours per week. Upon request of the union, a meeting will be arranged to discuss the increase in hours.
- 10.03 Successful applicants and newly hired employees will not be eligible to post for transfer, except at the discretion of the "Board", for a period of six (6) months from the date of transfer, promotion or hire. This clause does not apply to a promotional opportunity (increase in wage rate).
- 10.04 The Union Chairperson shall be notified in writing within one (1) week of all appointed hiring, lay-offs, permanent transfers, recalls, and termination of employment.
- 10.05 Employees may be loaned from one job to another for a period not to exceed four (4) consecutive weeks. Such time may be extended by mutual agreement. The Operations and Maintenance Utility employee as part of the duties may be required to work in other classifications for longer periods of time. The "Board" will endeavour where practical to replace caretaking staff when on a leave of absence.

#### **HIRING OF STUDENTS**

- 10.06 (a) The Board may at its discretion hire students for a period not to exceed four (4) consecutive months. Student employees will not be covered under the terms of this Collective Agreement.
- (b) If a student employee successfully applies for a posted bargaining unit position without a break in service, his/her seniority will commence from the date of hire as a student employee, and they will be covered by the terms of this collective agreement effective his/her first day of work in a bargaining unit position.

## **ARTICLE 11 - LAYOFF AND RECALL**

**11.01** When it becomes necessary to lay-off employees in a job classification, probationary employees will be laid off first. If after the lay-off of probationary employees a further lay-off is necessary, then employees who were transferred and have not attained job seniority on such job will be transferred back to the job where they last held job seniority.

If a further lay-off is necessary, then seniority employees will be laid off in accordance with their seniority as follows:

- a) An employee who was not transferred into the job will displace an employee with the least and lesser seniority in such job classification, failing which the employee shall be laid off.
- b) An employee who was transferred into the job and has job seniority on such job shall displace employees with the least seniority in the following order:
  - 1. displace an employee with less seniority on such job, failing which
  - 2. displace an employee with less seniority on job which the senior employee has "qualified experience" failing which the employee shall be laid off.

**11.02** An employee on lay-off and who has recall rights shall be recalled to vacancies by the application of the reverse procedure as set forth heretofore in clause 11.01.

**11.03** Notwithstanding the procedure in clause 11.01 and 11.02 herewith the "Board" and the "Union" may by mutual agreement permit an employee who would displace an employee with the least seniority to displace an employee with lesser seniority.

**11.04** In all cases of termination of employment, excepting surplus help lay-off, an employee shall lose seniority and/or service credit, and if and when rehired such shall not be credited to the employee. An employee classed as a probationary employee, on date of lay off shall not if/and when rehired be credited with any service credit. A seniority employee on date of surplus help lay-off will if rehired during the period of recall rights be credited with the amount of seniority held on date of lay-off.

11.05 When it becomes necessary to lay-off an employee or eliminate a position the employee will be given thirty (30) days prior notice to the date of lay-off. An employee desiring to leave shall likewise give similar notice.

11.06 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program if this results in the lay off or reduction in hours of an existing bargaining unit member.

## **RECALL PROCEDURE**

### **11.07 Recall Rights:**

An employee who has three (3) or more months of seniority on date of lay-off shall be entitled to the following recall rights:

<b><u>Seniority at Date of Lay-Off</u></b>	<b><u>Period of Recall Rights from Date of Lay-Off</u></b>
(a) Three (3) months but less than three (3) years	Three (3) months
(b) Three (3) years but less than five (5) years	Twelve (12) months
(c) Five (5) years but less than ten (10) years	Twenty-four (24) months
(d) Ten (10) years of more	Three (3) years

11.08 An employee in order to retain recall rights of twenty-four (24) months or more in accordance with clause 11.07 must register with the "Board" by sending a registered letter to the "Board" during the thirteenth (13th) month of lay-off and thereafter during each thirty (30) calendar days following each annual anniversary date of the lay-off date, indicating the desire to retain recall rights.

11.09 A former employee who had seniority at date of lay-off and who qualified in accordance with clauses 11.07 and 11.08 herewith, must report for work-within two (2) working days from date of recall. However, if such former employee is employed at date of recall such two (2) working days shall be extended to seven (7) calendar days. Failing to

so report shall cancel all former seniority. If such employee should report within thirty (30) days of date of recall with a reason acceptable to the "Board" for not reporting, the employee's seniority shall be retained and the employee will be notified of the next vacancy in accordance with the terms of this Article.

11.10 Before hiring a new employee in the bargaining unit the "Board" will give preference to a capable and/or qualified employee on lay-off who has recall rights.

11.11 Notwithstanding the provisions of this Article the "Board" may place employees under the following conditions:

- (a) When two (2) or more employees have identical seniority and are entitled to the same job.
- (b) Where an employee is fully qualified to perform a job for which no other employee can qualify without long training.
- (c) Where for the purpose of rehabilitating a compensable injured employee who as a result of such injury is required to be kept at work or as a result of such injury has a permanent disability but performs the work, which has been assigned in a manner that is satisfactory to the "Board". In either case the injured employee shall not displace an employee with greater seniority.
- (d) Subject to the duty to accommodate under the Ontario Human Rights Code, where an employee cannot perform work satisfactory to the "Board" due to age, health or other physical or mental conditions, such employee may be transferred to work, which is more suitable if such is available. Failing placement, the employee shall be laid off. However, such employee if transferred shall not displace an employee with greater seniority.

11.12 An employee recalled to work in a different classification from which he or she was laid off shall have the option of returning to the position held prior to lay off should it become vacant within twelve (12) months of layoff or remain in their current position.

11.13 It is mutually agreed that there will be no reduction of hours or lay off(s) within the bargaining unit due to the use of volunteers.

11.14 Employees on layoff shall be given preference for temporary bargaining unit vacancies, which are expected to exceed ten (10) working days. An employee who has been

recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

- 11.15 In the event of a reduction in the workforce due to lay off, a Redeployment Committee shall be established no later than two (2) weeks after the notice of lay off is given to the "Union". The Committee will assist in identifying and proposing alternatives to the proposed lay off(s).

## **ARTICLE 12 - CONTRACTING OUT**

- 12.01 No employee with seniority will be laid off or dismissed as a result of contracting out.

## **ARTICLE 13 - SICK LEAVE PROVISIONS**

*(See PART A CENTRAL TERMS - C.6.00 SICK)*

- 13.01 Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act 1997.
- 13.02 a) Where an employee participates in the Long Term Disability Plan, during any one illness, the employee may use sick leave, only to the end of the waiting period required by the Long Term Disability Plan.
- b) An employee who is injured in the workplace and is eligible to be compensated by the Workplace Safety and Insurance Board will be entitled to receive 100% of their regular salary. When an employee's Workplace Safety and Insurance Board (WSIB) claim is approved by the WSIB, the Board shall credit the member's sick day account with any sick days previously deducted, and subsequently approved by the WSIB. While off work and in receipt of WSIB, an employee is not eligible to receive paid sick leave from the Board.
- 13.03 An employee may be required by the "Board" to submit medical certification after three (3) days of such illness and/or injury where such employee claims the absence is due to such reason; however, the "Board" may require that a medical certificate be submitted for less than three (3) days illness and/or injury if, in the opinion of the "Board", a particular case requires such action.

The Board may require a second opinion as to the employee's condition from another qualified physician mutually agreeable to the Board and the employee. In such circumstances, the Board will reimburse the employee for the cost of any medical certificate to a maximum of seventy-five (\$75.00) dollars.

- 13.04 A deduction shall be made from the sick leave of an employee for each day or part thereof that the employee is absent from work because of verified sickness and/or accident and which absence was paid for in accordance with Clause 13.01 and 13.03 herewith. Absence and payment for a full day shall result in a deduction of one (1) day from an employee's sick leave. Absence and payment for a half (1/2) day shall result in a deduction of one-half (1/2) day from such employee's sick leave.
- 13.05 A record of sick leave will be kept by the "Board" for each employee entitled to be part of the sick leave plan. Deductions shall be included in this record.
- 13.06 In a case where an employee is entitled to payment for loss of salary or wages due to an accident from a third party the employee shall be required to repay the "Board" the amount of monies received by said employee from the "Board" under the sick leave plan. After receipt of such repayment, the "Board" shall credit the employee's sick leave to the extent applicable.
- 13.07 An employee absent as a result of sick leave in excess of thirty (30) calendar days must, if required by the "Board", pass a medical examination at the "Board's" expense. If the employee fails to pass such examination the employee may be prevented from resuming work and will remain on sick-leave in accordance with the terms of this Agreement.
- 13.08 An employee who within twenty-four (24) months returns to work from sick-leave and/or Long Term Disability (LTD) shall be reinstated to his/her former position (including location and shift), provided the employee is capable of performing the work and the position continues to exist at that location. If the position no longer exists at the same location, the employee will be transferred to another location subject to the seniority provisions of this agreement and provided the employee is capable of performing the work. That is, the employee will be given the same rights under this collective agreement that they would have had they not been off on sick leave and/or LTD. Appropriate medical certification will be required to confirm the employee's ability to return to work and ability to perform the bona fide requirements of the position.

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **PREGNANCY/PARENTAL LEAVE**

***(See PART A CENTRAL TERMS-LETTER OF UNDERSTANDING # 2 Re: Status Quo Central items Requiring Amendment and Incorporation)***

14.01 Pregnancy/Parental Leave shall be granted in accordance with Employment Standards Act 2000, as amended from time to time.

### **JURY DUTY**

14.02 An employee who is summoned-and reports for Jury Duty as prescribed by law, shall be paid by the "Board" an amount equal to the difference between the daily Jury Duty fee paid by the court (not including travel allowance or reimbursement for expenses) and the wages the employee would have earned that day by working normal hours at the applicable hourly rate.

The Jury Duty fee paid by the Court shall be assigned or endorsed to the "Board", and the "Board" will pay the employee the normal wages that would have earned by working normal hours at the employee's hourly rate.

The employee will be paid for each day on which the employee reports for and performs Jury Duty and on which the employee would otherwise have been scheduled to work for the "Board" during the normal week for such employee.

Payment for such service shall be paid provided:

1. The employee notifies the "Board" within twenty-four (24) hours after receipt of selection.
2. The employee furnishes the "Board" with a written statement signed by the appropriate public official, which shall contain the date, time served and amount.
3. The employee reports for work if a reasonable amount of time can be worked either before or after such service.



## **BEREAVEMENT LEAVE**

- 14.03 (i) Bereavement Leave shall be granted by the immediate Supervisor, without loss of pay, to a maximum of five (5) consecutive work days at the time of death for time lost during the normal work week, in the case of the death of a husband, wife, child, step-child, mother, father, grandchild, sister, brother, to attend the funeral and /or matters pertaining thereto.
- (ii) Bereavement Leave shall be granted by the immediate Supervisor, without loss of pay, to a maximum of three (3) consecutive work days at the time of death for time lost during the normal work week, in the case of the death of a son-in-law, daughter-in-law, current mother-in-law, current father-in-law, step-parent, to attend the funeral and / or matters pertaining thereto.
- (iii) Bereavement Leave shall be granted by the immediate Supervisor without loss of pay to a maximum one (1) work day for time lost during the normal work week in the case of the death of a grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, foster parent to attend the funeral.
- (iv) Additional compassionate leave(s) of absence, without pay, may be granted by the Board.
- 14.04 One half (1/2) day leave shall be granted without loss of wages of not more than four (4) seniority employees to attend the funeral of a fellow employee.

## **PERSONAL LEAVE**

- 14.05 The "Board" may grant a reasonable leave of absence for personal reasons to an employee providing such does not unduly hamper the "Board" in its operations. Such leave shall be in accordance with Board Policy and Regulation HRG.R.5. Before an employee can take such a leave the employee must obtain a written approval of same from the "Board". Such leave shall be without pay.
- 14.06 An employee who has been given a personal leave of absence with or without pay for any reason or an employee who is laid off shall not accumulate any sick leave credit for the period of such absence, and the accumulated balance shall be adjusted accordingly.

## **UNION LEAVE**

- 14.07 (a) Seniority employees who are properly designated representatives of the "Union" and members of the bargaining unit shall upon request of the "Board" be granted a leave of absence to attend to Union business without loss of seniority provided such does not unduly hamper the "Board" in its operations and the number of leaves granted does not exceed two (2) employees at any time and does not exceed a total of thirty (30) days in a calendar year and up to ten (10) additional days in a calendar year upon approval of the Supervisor based on the operational needs of the Board. The "Union" will notify the "Board" in writing at least ten (10) working days in advance of requirement for leaves. The Union agrees to reimburse the Board for the wages paid on such days.
- (b) Local union representatives whose normal hours of work are such that if the representative attends a Board initiated meeting during normal business hours (8:30 a.m. – 4:30 p.m.), the representative would be required to do so outside of his/her regular working hours will be compensated for the time spent at the meeting at straight time. Time spent in the meeting will not be included in the employee's regular scheduled shift (i.e. the employee will not be eligible for overtime as outlined in clause 20.09). The number of local representatives present at meetings is defined in clause 4.01 and 5.01. For the purpose of clarification, a board initiated meeting will include (but not be limited to) the following: labour/management meetings; grievance meetings (including mediation but excluding arbitration); any meeting requested by or agreed to by Human Resources or Plant & Operations; negotiations (excluding conciliation and/or mediation).
- 14.08 Any seniority employee elected or selected for a full-time position with the "Union" shall be granted a leave of absence without pay or participation in benefits for a period of two (2) years. Such employee shall retain the seniority and service held prior to such leave. Such leave of absence shall be confined to one (1) employee during the same year.

## **EMPLOYEE FUNDED LEAVE PLAN**

- 14.09 a) By January 31 of any given year, an employee with three or more years seniority wanting to participate in the Employee Funded Leave Plan shall apply in writing to the Superintendent of Human Resources. If approval is given the employee will be notified no later than March 31 of the year of application. Each CUPE employee

permitted to participate in the Plan shall enter into an Agreement with the "Board", which form of agreement shall be mutually satisfactory to the parties.

- b) Upon approval and beginning September 1, an employee shall receive eighty per cent (80%) of their current pay during each of the first four (4) years of the Plan. The remaining twenty per cent (20%) shall be retained by the "Board", in trust, and shall accumulate interest.
- c) During his/her leave of absence, the employee shall not be entitled to sick leave benefits. The employee's sick leave credits shall be maintained but not accumulated during his/her leave of absence.
- d) During his/her leave of absence, the employee shall not be entitled to the Board's Long Term Disability Plan.
- e) Income tax, U.I. and C.P.P. deductions shall be calculated based only on the eighty per cent (80%) earnings paid to the employee. O.M.E.R.S. Pension Plan and employee benefits deductions shall be calculated on 100 per cent (100%) earnings in accordance with the Plan. A statement indicating the status of the employee's account shall be provided to the employee each September of the Plan. The employee shall accept full responsibility for any problems, which might arise, through participation in the Plan, with Revenue Canada, O.M.E.R.S. Pension Plan or the carriers of any employee benefit plan.
- f) The employee's Leave of Absence shall commence on September 1 of the fifth year, at which time the employee shall receive forty per cent (40%) including the accumulated interest of the accumulated funds, with the appropriate deductions for employee benefits at 100% cost to the employee and income tax pro-rated accordingly. The remainder of the funds and interest shall be paid to the employee on the following January 1.
- g) An employee shall maintain but not accumulate seniority after the initial three (3) months of leave during his/her leave of absence. Upon completion of a leave of absence, the employee shall return to his/her former position, or a comparable one in terms of work setting, level of responsibility and equivalent remuneration in accordance with Article 14.10 and 14.11.
- h) An employee may choose to withdraw from the Plan:

- i) at any time with the consent of the "Board",
- ii) at the end of the second or third year of the Plan,
- iii) at the end of the fourth year of the plan provided the "Board" has not engaged a replacement,

At the time of withdrawal of funds from the plan the "Board" will withhold \$100.00 to cover administrative costs.

- i) The employer agrees to make every effort to find a replacement for the employee prior to their Leave of Absence. In the event that a suitable replacement is not found, the employee may be required to defer his/her Leave up to a maximum of two years. An employee may be requested by the "Board" to withdraw from the plan in the event that a suitable replacement is not found during the deferred period. The employee shall be reimbursed for any costs incurred by the employee as a result of said cancellation of Leave by the "Board".
- j) In the event of:
  - i) withdrawal from the plan,
  - ii) termination of the employee
  - iii) death of the employee

All retained funds including accumulated interest shall be paid to the employee or their estate within sixty (60) days.

#### **PROCESS FOR RETURN FROM ALL ABSENCES**

(Excluding Jury Duty, Bereavement and Pregnancy/Parental Leave)

- 14.10 An employee granted a leave of absence in excess of thirty (30) calendar days must if required by the "Board" pass a medical examination at the "Board's" expense. If the employee fails to pass such examination the employee may be prevented from resuming work and given a further leave of absence in accordance with the terms of this Agreement.
- 14.11 An employee who returns to work from a leave of absence of six (6) months or more shall be reinstated in the employee's former position in accordance with the seniority provisions of this Agreement and provided the employee is capable of performing the work required. For clarification purposes it is understood that former position refers to job classification (i.e. Maintenance, Staff Caretaker, and Unassigned Caretaker) and not a specific work location.

An employee who returns to work from a leave of absence of less than six (6) months shall be reinstated in the employee's former location provided the employee is capable of performing the work required.

#### **LEAVES OF ABSENCE FOR PUBLIC DUTIES**

- 14.12 (a) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay so that the employee may be a candidate in Federal, Provincial, or Municipal elections. Such leave will be without loss of seniority.
- (b) An employee who is elected to public office shall be allowed a leave of absence without pay during his/her first term of office. Following the first term, the employee shall be required to apply to the Board for an extension of the leave.

#### **ARTICLE 15 - CRITICALLY ILL CHILD-CARE LEAVE**

***(See PART A CENTRAL TERMS - C12.00 STATUTORY LEAVES OF ABSENCE/SEB)***

15.01 Critically Ill Child-Care Leave shall be granted in accordance with the Employment Standards Act, 2000, S.O. 2000, sec. 49.4 (See Appendix C) which may be subject to change from time to time.

#### **ARTICLE 16 - FAMILY CAREGIVER LEAVE**

***(See PART A CENTRAL TERMS - C12.00 STATUTORY LEAVES OF ABSENCE/SEB)***

16.01 Family Caregiver Leave shall be granted in accordance with the Employment Standards Act, 2000, S.O. 2000, sec. 49.3 (See Appendix D) which may be subject to change from time to time.

#### **ARTICLE 17 - ATTENDANCE**

17.01 An employee who expects to be late or absent must report their absence and reason into the electronic absence system prior to the employee's normal starting time for the shift expected to be late or absent from.

In the case of an absence (illness, injury, or other) of the employee, the employee must notify or make arrangements to have their supervisor or designate notified by phone, email

or text, as soon as possible prior to the starting time of such shift. The employee is not required to provide a reason for the absence if the designate is a CUPE member. An employee off work shall keep their supervisor informed as to the expected return and the supervisor may follow-up as necessary for additional information and reason for the absence. The "Board" will advise each employee of his or her supervisor or designate and applicable phone number for the purposes of Article 17.01. The reporting relationship may change from time to time depending on the operational requirements of the "Board".

17.02 An employee may be reprimanded, suspended or deemed to have resigned from the "Board" where:

- a) The employee is absent without good and sufficient cause and has not obtained a leave of absence.
- b) The employee is approved for work after an illness or injury with a definite starting time, but does not report on such date.
- c) The employee is absent subsequent to the expiring date of a leave of absence.
- d) The employee is absent for reasons other than those for which a leave of absence was originally granted.

**ARTICLE 18 - PAID HOLIDAYS**

18.01 An employee who qualifies will be paid for normal daily hours at the employee regular rate of pay for the following paid holidays:

1/2 Day before New Year	Civic Holiday
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	½ day before Christmas Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

18.02 In order to qualify for the paid holidays specified in Clause 18.01 herewith an employee must meet all of the following rules unless otherwise provided therein:

1. The employee must report for work at the scheduled starting time of the shift and be prepared to work the normal scheduled hours of the shift on both the last scheduled normal work day preceding and the first scheduled normal work day following the paid holiday.

Exceptions: An employee who is absent on one or both of the qualifying days and the reason for being absent was because:

- a) The employee was late in reporting for work due to a reason beyond control, that is acceptable to the "Board".
- b) The employee is confined to a hospital or at home due to sickness and/or injury and such shall be verified by medical evidence.
- c) The employee has an approved leave of absence from the "Board" for any reason. This exception is limited to one (1) paid holiday during the same leave of absence.

18.03 When one of the paid holidays falls during the vacation period of an employee, the employee will be paid for such holiday and will be given another day off at the "Board's" discretion. The qualifying days as provided in Clause 18.02 herewith shall be the last scheduled workday preceding and following the employee's vacation leave.

18.04 A paid holiday shall start at midnight and end at midnight on the day of its observance.

18.05 Notwithstanding anything to the contrary an employee who has been requested to work on a paid holiday and who fails to report for work on such day without a reason satisfactory to the "Board" shall not qualify for such paid holiday.

18.06 An employee who works on a paid holiday shall be paid at the rate of double time (2 times) the regular hourly rate for all hours worked on the paid holiday, in addition to any paid holiday pay the employee may be entitled to under the terms of the preceding clauses in this Article.

18.07 When any of the paid holidays listed in Clause 18.01 falls on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the "Board".

**ARTICLE 19 - VACATIONS**

19.01 An employee shall be granted a vacation the duration of which shall be based on the employee's seniority and the payment of which shall be based on the employee's seniority and percentage of the employees' wages received by the employee from the "Board" for time worked from the first (1st) pay in June of the preceding calendar year up to and including the last pay in May of the current calendar year including paid sick days and excluding vacation payment. The duration and payment shall be based as follows:

<b>Seniority as of last Pay in May of Current Calendar Year</b>	<b>Duration</b>	<b>Payment</b>
<b>Group A – Less than 10 calendar months</b>	1 day for each full calendar month	4%
<b>Group B – 10 calendar months to 3 years</b>	2 weeks	4%
<b>Group C – more than 3 years but less than 8 years</b>	3 weeks	6%
<b>Group D – 8 years but less than 13 years</b>	4 weeks	8%
<b>Group E – 13 years but less than 18 years</b>	5 weeks	10%
<b>18 years and over</b>	6 weeks	12%

19.02 Where an employee's anniversary date falls after June 1, and said anniversary occurs in the employee's transition year whereby the employee would move to the next level of vacation entitlement, the employee shall not be required to wait until the following June 1 to receive additional vacation, and instead, said employee shall receive increased vacation as follows:



<b>Date of Anniversary falls in (quarter):</b>	<b>Additional Days</b>	<b>Payment</b>
First (June, July, August)	4	1.6%
Second (Sept., Oct., Nov.)	3	1.2%
Third (Dec., Jan., Feb.)	2	0.8%
Fourth (Mar., April, May)	1	0.4%

- 19.03 All employees will make application to the Board for all eligible vacation indicating request periods by April 1st of each year. All vacations for all of the above mentioned groups must be scheduled to meet the operational requirements of the "Board".
- 19.04 The Board will notify each employee who has submitted his/her vacation request by April 1<sup>st</sup>, of his/her scheduled vacation by May 1<sup>st</sup> of the current year, in accordance with clause 19.03. Request received after April 1<sup>st</sup> will be considered only after all other requests have been approved, and may be scheduled subject to the operational requirements of the Board."
- 19.05 An employee whose employment is terminated, subsequent to the last pay in May of the current calendar year shall be paid in addition to any unpaid vacation pay entitled in accordance with Clause 19.01, a vacation payment based on the applicable percentage contained in Clause 19.01 of the wages received by the employee for time worked subsequent to the last pay in May of the current calendar year to the date of termination (excluding vacation payment).
- 19.06 An employee whose employment is terminated subsequent to January 1st but prior to the last pay in May of the current calendar year shall be entitled to any unpaid vacation pay in accordance with Clause 19.01.
- 19.07 An employee who has been laid off and subsequently rehired shall be paid vacation pay in accordance with Clause 19.01 less any vacation payment received by the employee in accordance with clauses 19.05 and 19.06 herewith.
- 19.08 Employees must take the vacation to which they are entitled during the current vacation year. There shall be no carry over from one (1) vacation year to another. Exceptions to this clause may be allowed for up to two (2) weeks' vacation, with approval of the "Board". Any carryover approved must be used by August 31.
- 19.09 In no instance will vacation payment be paid twice for the same period of time worked.

19.10 Unless mutually agreed no employee except in Group A shall receive less than one (1) calendar week vacation at one period of time.

19.11 Sick leave may be substituted for vacation when it can be established by the employee that an illness or accident hospitalized same while on vacation.

## **ARTICLE 20 - HOURS OF WORK AND OVERTIME**

20.01 a) The normal day shift hours for full-time caretakers shall be forty (40) hours per week. This time shall consist of eight (8) hours per day, which shall be scheduled within the time of 6:30 a.m. to 5:00 p.m. Monday to Friday inclusive. The "Board" does not guarantee the existing normal hours of work per week, but before any changes are made there shall be prior notice to and discussion with the "Union".

The start and finish times of this shift as well as lunch break will be set by the Board to meet the operational needs of a school or schools.

For a caretaker-in-charge-elementary, lunch break is one and one half hour (1.5 hour) long and is unpaid.

For a caretaker-in-charge-secondary, lunch break is one hour (1 hour) and is unpaid.

For a caretaker-secondary, lunch break is one and one half hour (1.5 hour) long and is unpaid.

b) The normal afternoon shift hours for full-time caretakers shall be forty (40) hours per week. This time shall consist of eight (8) hours per day, which shall be scheduled within the time of 3:30 p.m. to 11:30 p.m. Monday to Friday inclusive. The "Board" does not guarantee the existing normal hours of work per week, but before any changes are made there shall be prior notice to and discussion with the "Union".

For both elementary and secondary afternoon shift caretakers, lunch break is one half hour (0.5 hour) following five (5) consecutive hours of work, is paid and must be taken on site.

c) The normal night shift hours for full-time caretakers shall be forty (40) hours per week. This time shall consist of eight (8) hours per day, which shall be scheduled within the time of 11:00 p.m. to 7:00 a.m. Monday to Friday/Saturday inclusive. The

"Board" does not guarantee the existing normal hours of work per week, but before any changes are made there shall be prior notice to and discussion with the "Union".

For both elementary and secondary night shift caretakers, lunch break is one half hour (0.5 hour) following five (5) consecutive hours of work, is paid and must be taken at the site.

- d) The normal mid-day shift for full-time caretakers shall be forty (40) hours per week. This time shall consist of eight (8) hours per day, which shall be scheduled within the time of 12:00 p.m. to 11:00 p.m. Monday to Friday inclusive. The "Board" does not guarantee the existing normal hours of work per week, but before any changes are made there shall be prior notice to and discussion with the "Union".

For both elementary and secondary mid-day shift caretakers, lunch break is one hour (1 hour) and is unpaid.

- 20.02 The normal day shift hours for full-time maintenance employees shall be forty (40) hours per week, which shall be scheduled on the basis of eight (8) hours per day between 6:00 a.m. to 4:30 p.m. Monday to Friday inclusive. The "Board" does not guarantee the existing normal hours of work per week, but before any changes are made there shall be prior notice to and discussion with the "Union".

For day shift full-time maintenance employees, lunch break is one hour (1 hour) long and is unpaid.

- 20.03 The "Union" recognizes that it is the function of the "Board" to schedule hours of work and the employee's obligation to work the hours scheduled, provided such does not violate any of the terms of this agreement.
- 20.04 Employees shall be permitted a rest period of ten (10) minutes for each four (4) hour period worked.
- 20.05 Employees shall be permitted a five (5) minute wash up time before their lunch period and before their quitting time.
- 20.06 An employee called back to work in an emergency after completing the scheduled shift and has gone home, or before the employee's normal starting time, if not required to remain on the job for the employee's normal shift shall be provided with a minimum of two (2) hours

pay or three (3) hours if between the hours of 11:00 p.m. and 6:00 a.m. at the applicable overtime rate.

- 20.07 A full-time employee who reports for work at the scheduled time and without being notified to the contrary or reports for work at a time requested by the employees' supervisor and is assigned no work or works for a lesser period than four (4) hours because of some reason within the "Board's" control, payment will be made for a minimum of four (4) hours at the employee's regular hourly rate. An employee shall be considered to have been properly notified if such notification is received by the employee directly or indirectly no later than one (1) hour before the scheduled starting time. Reporting for work will not be paid to an employee who has failed to record with the "Board" the current telephone number at which to be contacted and therefore the supervisor was unable to notify same as heretofore specified.

#### **HOURS OF WORK JULY AND AUGUST**

- 20.08 During the term of this Agreement, the Union Management Committee will meet prior to June 1st of each year to discuss an alternative summer work schedule for all CUPE Local 256 staff.

Adjustments may be made to the regular work schedule during July and August to allow staff flexibility in their normal scheduled hours of work. The option for employees to participate in a revised summer work schedule is subject to the operational requirements of the "Board" and individual school sites.

Every effort will be made to maintain the employee's summer schedule however, it is understood that this agreement in no way restricts the "Board's" right to schedule an employee's work week or hours of work in accordance with the provisions of the Collective Labour Agreement.

#### **OVERTIME**

- 20.09 An employee will be eligible for overtime on a Saturday under the following circumstances:
1. The employee has been "at work" and completed 40 hours of work during the period Monday to Friday in the week immediately preceding the Saturday when overtime is available.

2. The employee has completed 40 hours of work with a combination of days “at work”; days off on approved vacation; days off on approved time off in lieu; days off on approved PPL; Bereavement Leave; days off on approved Union Leave; days off on Jury Duty; and days off on pregnancy/parental leave.
  3. An employee will not be eligible for overtime rate on a Saturday, if the employee has not been “at work” for 40 hours during the preceding Monday to Friday period, as a result of time off for sick-leave; time off for WSIB or time off for LTD.
  4. Overtime, which may have been worked during the period Monday to Friday, will not be included in the calculation of the 40 hours. That is, if an employee for example worked his/her regular shift on Monday and Tuesday, and on both days worked 4 hours overtime, and were off sick on Thursday: they would not be eligible for overtime on Saturday however the employee will be offered the opportunity to work the overtime at straight time.
- 20.10 Hours worked from midnight Saturday to midnight Sunday shall be compensated at double time.
- 20.11 An employee who works on a paid holiday shall be compensated at the rate of double time for hours worked in addition to any pay the employee may be entitled to under the terms and conditions of "Paid Holidays".
- 20.12 An employee who works overtime shall not be required to take time off during the normal week to bring hours down to normal hours per week.
- 20.13 Overtime shall be compensated for as outlined in this Article providing such has been approved by the Manager of Plant and Operations or designate.
- 20.14 The “Board” agrees that overtime will be divided as equally as is reasonably possible among those employees who are qualified to do the work required.
- 20.15 Time and one-half and double time will not be paid twice for the same hours worked or paid for.
- 20.16 An employee who works overtime may elect to take time off in lieu of overtime pay to a maximum of 40 hours per year. Overtime worked for continuing education or to accommodate community use will normally not be approved to be taken as time off in lieu. This option is subject to the operational requirements of the “Board” and suitable

arrangements for time off must be made with the Manager of Plant and Operations or designate. Any unused lieu time in an employee's bank will be paid out if not used by December 31st of each year.

#### **ARTICLE 21 - UNION DUES CHECK OFF**

21.01 The "Board" agrees to deduct union dues and/or assessments from the wages of all employees in the bargaining unit for each pay period provided such employee has sufficient earnings on such payday and has completed thirty (30) days employment. These union dues and/or assessments will be deducted in accordance with the constitution and/or By-Laws of the "Union". The "Board" agrees to make such deductions provided such is a constant amount for each employee per month.

21.02 The union dues and/or assessments shall be made from each pay period.

21.03 The "Board" will forward the deductions as herewith provided in this Article to the Treasurer of the "Union" not later than the fifteenth (15th) day of the month immediately following the month such deduction was made. The following information shall be supplied at the same time:

- (a) Name of employee from whom a deduction has been made and the amount.
- (b) Name of employee from whom no deduction was made and the reason.
- (c) In September and February of each school year, the Board will provide to the Union President or Designate an electronic list of CUPE members which shall include:

Name, Address, Phone Number, Scheduled Hours of Work, Wage Rates, Status and Classification

21.04 The following form shall be used to meet the requirement of this Article:

I, the undersigned employee do hereby authorize and direct The Wellington Catholic District School Board to deduct from my pay payable from each pay period commencing from the month of the amount of union and/or assessments as determined by the "Union" in accordance with the Constitution and/or By-Laws of the Union, and remit such to the Secretary-Treasurer of the "Union". This authorization for deduction shall remain effective for the term of the Agreement or any extension or renewal thereof but becomes void upon:

- (a) Termination of employment or
- (b) Transfer to an occupation outside the bargaining unit. I understand that it shall place no liability upon the Wellington Catholic District School Board by virtue of its action in honouring in good faith this assignment and authorization

Signature of Employee.....

Address .....

Witness .....

21.05 The "Union" shall indemnify and save the "Board" harmless from any claims, suits, judgements, attachments and any other form of liability as a result of the "Board" making any deductions in accordance with the authorizations and assignments provided for in this Article and the "Union" will refund directly to any employee on whom wrongful deduction was made.

21.06 The "Union" shall notify the "Board" in writing of changes in dues or other changes in the "Union" Constitution affecting the "Board's" obligation under this Article no later than the 10th day of the calendar month immediately proceeding the month that such change is to become effective.

**ARTICLE 22 - WAGE POLICY**

22.01 Appendix A herewith attached is part of this Agreement and contains "job classifications" and their respective hourly job rate. The hourly job rate therein shall remain in effect for the life of this Agreement and are not subject to change except by mutual agreement.

22.02 Pay periods shall be on a bi-weekly basis (every two weeks) and shall be paid every second Thursday.

22.03 An employee who is injured during working hours and is required to obtain treatment at a medical location shall be paid for the remainder of the normal shift at the regular hourly rate, without deduction from the employee's sick leave credit provided a doctor states that the employee is not fit for further work on such shift.

## **STARTING RATE**

22.04 The start rate for all job classifications shall be thirty (.30) cents below the job rate for that classification.”

Subject to satisfactory performance, upon completion of three (3) months of continuous employment, the employee’s hourly rate will be increased to job rate on the following Monday. Part-time employees will move to job rate upon successful completion of five hundred and twenty (520) hours.

22.05 An employee permanently transferred from one job to another for reasons such as displacement through seniority procedures or application for transfer shall be paid the rate in the range of the job (as per clause 22.01) to which the employee is transferred in accordance with the qualifications to perform such a job.

22.06 An employee who is temporarily transferred from their regular job shall be paid their regular hourly rate or (the rate in the range of the job to which the employee is transferred based on the qualifications on such job), whichever is the higher.

## **SHIFT PREMIUM**

22.07 Effective September 1, 2019, The “Board” will pay a shift premium of eighty (.80) cents per hour, effective September 1, 2020 the “Board” will pay a shift premium of eighty-one (.81) cents per hour, and effective September 1, 2021 the “Board” will pay a shift premium of eighty-two (.82) cents per hour for all hours worked on any shift which starts at or after 3:30 p.m. and before 11:00 p.m. and shall be called “afternoon shift”.

22.08 Effective September 1, 2019, The “Board” will pay a shift premium of eighty (.80) cents per hour, effective September 1, 2020 the “Board” will pay a shift premium of eighty-one (.81) cents per hour, and effective September 1, 2021 the “Board” will pay a shift premium of eighty-two (.82) cents per hour for all hours worked on any shift, which starts at or after 11:00 p.m. and ends on or before 7:00 a.m. and shall be called “night shift”.

22.09 Effective September 1, 2019, The “Board” will pay a shift premium of eighty (.80) cents per hour, effective September 1, 2020 the “Board” will pay a shift premium of eighty-one (.81) cents per hour, and effective September 1, 2021 the “Board” will pay a shift premium of eighty-two (.82) cents per hour for all hours worked on any shift which starts at or after 12:00 p.m. and before 11:00 p.m. and shall be called “midday shift”. The shift premium for midday shift will only be paid as stated above, if the Board determines there is an



operational requirement for the midday shift, and the Board assigns the employee to the shift. The premium will not be paid if the employee requests the midday shift.

Shift premiums shall not be included in calculating overtime rate.

#### **NO LOSS OF SHIFT ON EARLY DISMISSAL**

22.10 An employee, whose regularly scheduled afternoon shift is adjusted on Early Dismissal Days, will receive a shift premium for all hours worked after 3:30 p.m. regardless of the start time of their shift to a maximum of five (5) in any one school year.

#### **ALLOWANCES**

- 22.11 a) When an employee, as part of the normal duties, relieves an employee in a higher paying category the employee shall receive the higher pay for the time worked commencing on the sixth (6th) consecutive working day. Employees assigned to relieve in a position of lower paying job categories will maintain their regular rate of pay.
- b) When an employee is assigned by the supervisor to relieve in a position of higher rating, the supervisor will determine the classification and wage rate. The employee will be paid the higher rate as determined by the supervisor for each day that the employee works in the higher rated position.

#### **VEHICLE MILEAGE**

22.12 Employees required by the "Board" to use their own vehicle for transportation shall be paid mileage at a rate as established under Board policy and Regulations GSA.G.1.

#### **ARTICLE 23 – BENEFITS**

***(See PART A CENTRAL TERMS - C5.00 BENEFITS)***

23.01 The "Board" will remit the monthly premium to an insurer on behalf of its eligible employees to provide the benefits hereinafter specified.

Upon doing so, the "Board" shall be relieved of any liability to any employee with respect to such benefits.

The monthly premium the “Board” agrees to remit shall be obtained by the “Board” paying a portion of the required premium for each benefit provided, including arrears, and by deducting the balance of the required premium from the employees pay each month.

## **BENEFITS**

Sun Life Long Term Disability Plan (Please refer to benefit book for full details)

Notwithstanding the above, the “Board” may arrange with any carrier to provide Long Term Disability benefits.

## **PREMIUM CONTRIBUTIONS**

For the above-mentioned benefit the “Board” will pay 100% of the required premiums in effect as of September 1, for each eligible employee.

The “Board” will deduct the balance of the premium cost, for each eligible employee, from the employee’s pay each month.

For an employee who works twenty-four (24) hours, but less than forty (40) hours per week, the “Board” will provide the above-mentioned benefit. Part-time and temporary employees as defined in Article 3.04 are not entitled to the benefit provided in Article 23.

In January 1990, the Employer Health Tax replaced the Ontario Health Insurance Plan (OHIP). The Employer Health Tax is paid by the “Board”.

## **OMERS**

The “Board” agrees to deduct the necessary premium from the pay of each eligible employee for the Ontario Municipal Employees’ Retirement System. The “Board” will contribute an amount of money equal to the employee’s deduction for the OMERS PLAN.

**23.02 (See PART A CENTRAL TERMS – APPENDIX B Sick Leave Credit-Based Retirement Gratuities and C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT)**

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.

For employees who are not eligible for OMERS Pension Plan, the eligibility for Retirement Gratuity will be determined by the following criteria:

- a) The employee must be at least sixty (60) years of age.
- b) The employee is no longer able to work for compensation due to physical and/or mental disability, which must be substantiated by a physician.
- c) The employee must have at least nine (9) years seniority.

23.03 Except in extenuating circumstances as agreed to by the Board, an employee will be required to submit his/her letter outlining his/her intent to retire and the date of such retirement no less than three (3) months prior to the date of retirement. At such time as Human Resources acknowledge receipt of the employee's request to retire, the request will be irrevocable. Retirement gratuities will be paid out on the employee's last day of employment prior to commencement of his/her retirement, subject to all documentation/direction of funds, being submitted to the Board no less than two (2) weeks in advance of the planned retirement date.

**ARTICLE 24 - GENERAL CONDITIONS**

24.01 Accommodation as presently provided for employees to have their meals and change their clothes shall be continued.

24.02 Tools required to perform work will be supplied by the "Board".

24.03 The "Board" and the "Union" shall co-operate in continuing and improving regulations which will afford adequate protection to employees engaged in work and the "Board" further agrees to supply tools, safety equipment and protective clothing which it considers reasonable.

- 24.04 Authorized transportation when provided for an employee to the nearest physician or hospital because of medical care required as a result of a workplace accident shall, if not covered under the Workplace Safety and Insurance Board, be at the expense of the "Board".
- 24.05 At the beginning of a person's employment, the "Board" will provide each new employee with a copy of the Collective Agreement.
- 24.06 The principle of equal pay for equal work shall apply, regardless of gender.
- 24.07 The "Board" agrees that every employee has a right to freedom from violence in the workplace, (actual or threatened, verbal or physical) upon their persons, sustained in the course of their professional duties as set out under Board Policy and Regulation FBC.B.11.

#### **PANDEMIC**

- 24.08 In the event of a pandemic, which impacts upon the Wellington Catholic District School Board, the parties agree to discuss interim changes necessary to the Collective Agreement to allow for the continued operation of the Board/School functions.

#### **ARTICLE 25 - GUIDELINES FOR CUSTODIAL STAFFING**

- 25.01 The "Board" in determining the number of employees required to staff its schools for custodial purposes will use a floor area of twenty thousand (20,000) square feet per full-time caretaker and twelve thousand (12,000) square feet per full-time cleaner.

The "Board" may use a combination of as many full-time or part-time caretakers and/or cleaners to staff its schools providing it does not exceed the above limits, without prejudice or recourse to grievance.

Cleaners are assigned to schools as helpers for caretakers, to work the number of hours per day per week as required according to the square footage of the school. Cleaners are not assigned a specific area of the building to maintain, but are rather assigned specific duties by the Caretaker-in-Charge to be carried out within the time allotted.

This clause 25.01 is not to be construed as a guarantee of hours work per day or per week and in this regard it is specifically subject to the terms of Article 20.

## **SAFETY PROVISIONS**

- 25.02 (i) 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 provision for the safety and protection of the health of the employees, and acknowledge recommendations of the Joint Occupational Health and Safety Committee on which the "Union" has representation.
- (ii) A cell phone will be available in all schools during the day shift. The Caretaker-in-Charge (or designate) will be required to be in possession of the phone at all times. During the afternoon shift the Caretaker-in-Charge will assign the cell-phone to one caretaker. In all cases, the cell-phone will be provided for use in the event of an emergency, as well as for regular communications with the Supervisor. The custodian will be required to have the cell phone with them (on their person) at all times, charged and turned on.

## **CLOTHING**

- 25.03 a) The "Board" agrees to provide each new employee with three (3) pairs of trousers, three (3) shirts and one (1) sweatshirt. Each subsequent year, the employee will have the choice of two items of clothing, shirts, trousers, shorts or sweatshirts.
- b) Provide smocks or coveralls for employees required to do boiler cleaning and/or servicing, or special maintenance duties.
- c) The "Board" will supply one winter jacket, every three (3) years for employees upon request.
- d) The "Board" will provide an allowance of one hundred and fifty dollars (\$150.00) during every twenty-four (24) month period for employees who have been directed in writing to wear safety footwear. Proof of purchase must be submitted to the employee's immediate supervisor before reimbursement will be made.

It shall be the responsibility of the employee to launder all such garments regularly and to mend and keep in first class condition. All employees shall be required to wear the provided garments during working hours.

Clothing provided by the "Board" must be worn only during travel to and from work and during working hours.

Replacement of clothing will be determined by the "Board's" Supervisor.

Clothing shall be returned upon termination of employment.

Coveralls and smocks are to be worn only while employed at duties for which they are provided.

**ARTICLE 26 - TERMINATION**

**(See PART A CENTRAL TERMS - C3.00 LENGTH OF TERM/NOTICE TO BARGAIN)**


26.01 This agreement shall become effective September 1, 2019 and shall remain in effect until August 31, 2022 and shall continue in effect thereafter from year to year for further periods of one (1) year each unless either party gives notice in writing to the other party of its desire to terminate, revise or amend this Agreement: Such notice to be given not earlier than ninety (90) days and not later than thirty (30) days prior to the termination date or any yearly period thereafter. However, any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of this Agreement. In the event of written notice of termination or proposals for revisions or amendments having been given by either party as herein provided, negotiations shall be carried on during the notice period with a view to completing a new Agreement.

Should such negotiations extend beyond the expiration date, this Agreement shall remain in full force and effect, as provided for in the Ontario Labour Relations Act.

**FOR THE BOARD**

Superintendent of Human Resources 

Manager of Plant and Operations 

Associate Director Corporate Services & Treasurer 

**FOR THE UNION**

Committee Chair 

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**APPENDIX A - JOB CLASSIFICATION AND WAGE RATES**

<b>CLASSIFICATION</b>	<b>1.0% Sept. 1, 2019</b>	<b>1.0% Sept. 1, 2020</b>	<b>1.0% Sept. 1, 2021</b>
Custodial Lead Hand	\$31.09	\$31.40	\$31.71
Maintenance Lead Hand	\$31.09	\$31.40	\$31.71
Custodial Coordinator	\$27.39	\$27.66	\$27.94
Plant & Operations Technician	\$27.39	\$27.66	\$27.94
Maintenance Technician	\$27.39	\$27.66	\$27.94
Operation & Maintenance Utility Technician	\$23.79	\$24.03	\$24.27
Relief Caretaker	\$25.44	\$25.69	\$25.95
Caretaker-in-Charge (secondary)	\$24.12	\$24.36	\$24.60
Caretaker-in-Charge (elementary)	\$22.80	\$23.03	\$23.26
Staff Caretaker	\$21.74	\$21.96	\$22.18
Unassigned Caretaker	\$21.74	\$21.96	\$22.18
Cleaners	\$20.72	\$20.93	\$21.14
Unassigned Cleaners	\$20.72	\$20.93	\$21.14

**CARETAKER-IN-CHARGE RESPONSIBILITY ALLOWANCE**

**Effective September 1, 2019:** Twenty-nine (.29) cents per hour for each employee over one for whom the Caretaker-in-charge has responsibility.

**Effective September 1, 2021:** Thirty (.30) cents per hour for each employee over one for whom the Caretaker-in-charge has responsibility.



**CARETAKER-IN-CHARGE (LARGE ELEMENTARY)**

**Effective September 1, 2019:** For employees whose schools meet the criteria outlined in the Memorandum of Agreement for Caretaker-In-Charge (Large Elementary), the employee will receive an additional sixty (.60) cents per hour.

**Effective September 1, 2020:** For employees whose schools meet the criteria outlined in the Memorandum of Agreement for Caretaker-In-Charge (Large Elementary), the employee will receive an additional sixty-one (.61) cents per hour.

**SHIFT PREMIUMS: as per clause 22.07, 22.08, 22.09, and 22.10**

**Afternoon shift:** The "Board" will pay a shift premium as outlined below, for all hours worked on any shift which starts at or after 3:30 p.m. and before 11:00 p.m. and shall be called "afternoon shift." Any shift which qualifies for shift premium shall include a paid lunch break of one half (1/2) hour, following five (5) consecutive hours of work, which must be taken at the site.

**Effective September 1, 2019:** eighty (.80) cents per hour

**Effective September 1, 2020:** eighty-one (.81) cents per hour

**Effective September 1, 2021:** eighty-two (.82) cents per hour

**Night shift:** The "Board" will pay a shift premium as outlined below, for all hours worked on any shift, which starts at or after 11:00 p.m. and ends on or before 8:00 a.m. and shall be called "night shift". Any shift for shift premiums shall be eight (8) consecutive hours exclusive of "lunch break".

**Effective September 1, 2019:** eighty (.80) cents per hour

**Effective September 1, 2020:** eighty-one (.81) cents per hour

**Effective September 1, 2021:** eighty-two (.82) cents per hour

**Mid-day Shift:** The "Board" will pay a shift premium as outlined below, for all hours worked on any shift which starts at or after 12:00 p.m. and before 11:00 p.m. and shall be called "midday shift". The shift premium for midday shift will only be paid as stated above, if the Board determines there is an operational requirement for the midday shift, and the Board assigns the employee to the shift. The premium will not be paid if the

employee requests the midday shift. Any shift for midday shift premium shall be eight (8) consecutive hours exclusive of "lunch break".

**Effective September 1, 2019:** eighty (.80) cents per hour

**Effective September 1, 2020:** eighty-one (.81) cents per hour

**Effective September 1, 2021:** eighty-two (.82) cents per hour

Shift premiums shall not be included in calculating overtime rate.

#### **MEMORANDUM OF AGREEMENT - ELEMENTARY CARETAKER-IN-CHARGE (LARGE ELEMENTARY)**

Both parties agree that an Elementary Caretaker-in-Charge will be paid an additional .60 cents per hour, when the school they are assigned to meets the following criteria:

- the total square footage of the school including portables is in excess of 45,000 square feet
- the Elementary Caretaker-in-Charge supervises two (2) or more employees
- the full-time equivalent student enrolment exceeds 425

In the case when any of the above conditions are reduced, the additional .60 cent rate shall be red-circled until such time as the Elementary Caretaker-in-Charge salary meets or surpasses this rate.

The size, student loading and staffing of each school will be reviewed and adjusted on October 31<sup>st</sup> and March 31<sup>st</sup> of each year.

**Effective September 1, 2019:** Elementary Caretaker-in-Charge (large Elementary) will be paid sixty (.60) cents per hour.

**Effective September 1, 2020:** Elementary Caretaker-in-Charge (large Elementary) will be paid sixty-one (.61) cents per hour.

## **LETTER OF UNDERSTANDING - STAND-BY AND CALL-OUT PROCEDURES FOR MAINTENANCE TECHNICIANS**

During the term of this Agreement the following procedures will be implemented for all employees providing stand-by and call-out services.

1. It is agreed that all maintenance technicians employed by the "Board" will provide standby and call out coverage for the protection of the "Board's" properties. The "Board" also reserves the right to assign qualified (as deemed by Management) custodial employees as mutually agreed to provide standby and call-out coverage for the protection of the "Board's" properties. The Board claims this right to maintain a minimum number of employees to fulfil a rotation schedule.
2. The on call employees will provide on a rotating shift basis, stand-by and emergency call out coverage during all hours not covered by a worker on a maintenance shift in accordance with the schedule established by the Maintenance Supervisor for a seven (7) consecutive day time period for each employee respectively.
3. Where the employee assigned to stand-by does receive a call-out she/he will be paid in accordance with Clause 20.06; 20.09; 20.10 of the Collective Agreement.
4. The employee assigned to stand-by will be paid one hour per day at the maintenance rate of pay effective upon ratification of the Collective Agreement.
5. An employee called, either for a single call-out or combination of call-outs within any 2-hour period in accordance with Clause 20.06 shall receive a minimum of 2 hours pay or 3 hours pay as applicable. The call-out time will commence at time of call and expire upon arrival at home of employee, or two hours from the initial call-out time, whichever is greater.
6. The provisions of Clause 20.06; 20.09; 20.10 and Item #5 of this Letter of Understanding will be applied similarly to other employees when their job requires a response to a call-out.
7. All employees performing the rotational stand-by coverage will be compensated at the maintenance hourly rate.

8. When on stand-by rotation shift the employee providing the coverage will be required to have in her/his possession the "Board" issued cell phone and respond to calls as quickly as possible in order to rectify problems to the best interest of the "Board".
9. The employee on stand-by will be permitted to take a "Board" owned vehicle and cellular phone home during his/her 7 day stand-by shift in order to quickly respond to emergency call-outs. It is understood that the vehicle and phone are for the sole purpose of "Board" business and are not intended for personal use.
10. It is understood that each 7-day stand-by rotation shift will begin and end on Monday at 7:30 a.m. When Monday is a statutory holiday, the shift will start on the Tuesday (or the first workday) following the holiday Monday. In this occurrence the 7-day rotation is extended.
11. As provided in Clause 20.06 the two and three hour minimum hours of pay for call-outs will not pertain to situations where the employee is called out within two hours of the normal start-time of his/her normal shift or is required to work beyond his/her normal shift. Overtime accumulated in these time periods will be paid according to Clause 20.09.
12. In the event that an employee receives a telephone call between the hours of 6:00 a.m. and 11:00 p.m. and is able to resolve the problem over the phone without responding to the call, he/she will receive no additional remuneration. If an employee receives a telephone call between the hours of 11:00 p.m. and 6:00 a.m. and is able to resolve the problem over the phone without him/her or other on call personnel having to respond to the site, he/she will be compensated as per terms of this Letter of Understanding.

**LETTER OF UNDERSTANDING – POSSIBLE IMPLEMENTATION OF AN AFTERNOON SHIFT FOR MAINTENANCE STAFF AND REVISION OF LETTER OF UNDERSTANDING CONCERNING STAND-BY AND CALL-OUT PROCEDURES**

During the term of this agreement management may decide to adjust the normal day shift hours for full-time maintenance employees and implement an afternoon shift as specified in clause 20.02. This will require revisions to the Letter of Understanding concerning stand-by and call-out procedures.

Prior to implementing any changes management will meet with the Union Committee to discuss these changes.

## **LETTER OF UNDERSTANDING – TIME IN LIEU**

The parties agree that during the course of this Collective Agreement, bargaining unit members who work overtime for continuing education or to accommodate community use will have the option of banking up to forty (40) hours, per calendar year, in lieu of overtime payment. Hours worked at specific schools will be scheduled for employees who are regularly assigned to that site on a permanent basis.

The use of this lieu time will be subject to Article 20.16 and may be granted on a first request basis (not by seniority). This lieu time is to be scheduled during March break, Christmas break and during the summer when students are not in school and will be subject to the operational requirements of the “Board”.

The Board agrees, that subject to the provisions in Article 20.16 of the Collective Agreement, overtime hours worked during the last pay period in December may be banked and taken as lieu time during the following calendar year.

## **LETTER OF AGREEMENT – TERMS OF REFERENCE FOR LABOUR/MANAGEMENT COMMITTEE**

The Labour/Management Committee agree to establish Terms of Reference for the Labour Management Committee within nine (9) months of the ratification of this collective agreement.

## **LETTER OF AGREEMENT – NEW SCHOOLS**

The Board agrees when a new school opens, it will be staffed by CUPE custodial staff.

## **OTHER**

Vacation during Summer Hours: During the period of “summer hours”, an employee who requests and is approved to take vacation on a Friday morning (when they are scheduled to work 4 hours in order to complete 40 hours in that week), will have one-half (1/2) day vacation deducted, providing the employee has worked a total of thirty-six (36) hours during the same week (Monday to Thursday), not including overtime. An employee who requests and is approved to take vacation for the entire week during the period of summer hours will have a full vacation day deducted for each day, including Friday.

### **LETTER OF UNDERSTANDING – PAY EQUITY MAINTENANCE**

- a) The parties agree to ensure compliance with the Pay Equity Act and conduct a Pay Equity Maintenance review.
- b) A Union-Management Committee shall be established, with equal representation, maximum of (4) members jointly.
- c) An annual review will be conducted to ensure maintenance is sustained and compliance is met. The Committee will report their findings to the CUPE Executive and Board Administration within thirty (30) days of finalizing the report.
- d) The parties will meet during the month of November of each year for the purposes of reviewing Pay Equity Maintenance unless another date is mutually agreed upon.

### **LETTER OF UNDERSTANDING – JOB DESCRIPTIONS**

The Board agrees to prepare current job descriptions for all positions for which the Union is the bargaining agent. Copies of such job descriptions will be provided to the Union.

### **LETTER OF UNDERSTANDING – JOB EVALUATION TOOL**

The parties agree to establish a union-management committee no later than September, 2016. The purpose of the committee is to evaluate and select a job-evaluation tool and define the job evaluation terms of reference for new and substantially changed job classifications.

### **LETTER OF UNDERSTANDING – JOB POSTING DURING THE SUMMER**

Notwithstanding the provisions of Article 10, although the Board will endeavour to avoid summer postings, the Board agrees that for the summer of 2020, 2021, and 2022 CUPE job vacancies that the Board intends to fill will be posted on one (1) specified date in August. Such date will be determined by the Board and communicated to the bargaining unit prior to June 30th in each year. This letter of understanding expires on August 30, 2022.

### **LETTER OF UNDERSTANDING – DEBRIEF**

Within 10 working days of notifying unsuccessful applicants, an unsuccessful applicant may request and be provided the opportunity for a debrief discussion on their individual test result and interview. The Board will endeavour to hold a debrief meeting with the applicant within 10

working days of the request. The employee may have a union representative present at the debriefing if the employee makes such a request to the employer. The purpose of this debrief is not to initiate the grievance process. This letter of understanding expires on August 30, 2022.

**LETTER OF UNDERSTANDING – JOB HAZARD ANALYSIS**

The Board agrees to conduct a job hazard analysis of the custodian position, which will commence within 45 calendar days from the date of ratification. The Union will participate in this analysis. This letter of understanding expires on August 30, 2022.

**LETTER OF UNDERSTANDING – FIRST AID KITS**

The Board and Union agree to review the deployment of first aid kits to Custodial areas as part of a meeting prior to December 31, 2020. This letter of understanding expires on August 30, 2022.

**LETTER OF UNDERSTANDING – NEW SCHOOLS**

The Board and Union agree to discuss the existing contracting out of custodial services and future considerations in a meeting prior to April 30, 2021. This letter of understanding expires on August 30, 2022.

## **APPENDIX B - OMERS CONTRIBUTION EARNINGS**

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding services;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational 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 off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- 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



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

- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) 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 if employer paid taxable premiums for group 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 unusual 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.

## **APPENDIX C- CRITICAL ILLNESS LEAVE**

**The Following information is in accordance with the Employment Standards Act, 2000 and is provided for informational purposes only.**

Critical illness leave is unpaid job-protected leave of absence of up to 37 weeks in relation to a critically ill minor child, or 17 weeks in relation to a critically ill adult within a 52-week period.

### **ELIGIBILITY**

Critical illness leave may be taken to provide care or support to a critically ill minor child or adult who is a family member of the employee for whom a qualified health practitioner has issued a certificate stating:

1. that the minor child is a critically ill minor child, or the adult is a critically ill adult who requires the care or support of one or more family members, and
2. sets out the period during which the minor child or adult requires the care or support.

A “minor child” means a child, step-child, foster child or child who is under legal guardianship, and who is under 18 years of age.

An “adult” means a person who is 18 years of age or older.

“Critically ill” means that a person’s baseline state of health has significantly changed and their life is at risk as a result of an illness or injury. It does not include chronic conditions.

A “family member” means:

- the employee’s spouse (including same-sex spouse)
- a parent, step-parent or foster parent of the employee or the employee’s spouse
- a child, step-child or foster child of the employee or the employee’s spouse
- a brother, step-brother, sister, or step-sister of the employee
- a grandparent or step-grandparent of the employee or of the employee’s spouse
- a grandchild or step-grandchild of the employee or of the employee’s spouse
- a brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the employee
- a son-in-law or daughter-in-law of the employee or of the employee’s spouse
- an uncle or aunt of the employee or of the employee’s spouse
- a nephew or niece of the employee or of the employee’s spouse
- the spouse of the employee’s grandchild, uncle, aunt, nephew or niece

- critical illness leave may also be taken for a person who considers the employee to be like a family member. Employees wishing to take a critical illness leave for a person in this category must provide their employer, if requested, with a completed copy of the compassionate care benefits attestation form, available from Employment and Social Development Canada, whether or not they are making an application for EI Compassionate Care Benefits or are required to complete the form to obtain such benefits.

The specified family members do not have to live in Ontario in order for the employee to be eligible for critical illness leave.

An employee can take critical illness leave to care to a minor child who is their own child, or a minor child who is a family member from the list above (for example, a nephew, niece or grandchild).

The specified family members do not have to live in Ontario in order for the employee to be eligible for critical illness leave.

An employee can take critical illness leave to care to a minor child who is their own child, or a minor child who is a family member from the list above (for example, a nephew, niece or grandchild).

All employees who have been employed by their employer for at least six consecutive months and who are covered by the *Employment Standards Act, 2000* (ESA) may be entitled to critical illness leave, whether they are full-time, part-time, permanent or term contract.

Seniority and experience continue to accrue during such leave(s).

## **APPENDIX D – FAMILY CAREGIVER LEAVE**

**The Following information is in accordance with the Employment Standards Act, 2000 and is provided for informational purposes only.**

Family caregiver leave is unpaid, job-protected leave of up to eight weeks per calendar year per specified family member.

Family caregiver leave may be taken to provide care or support to certain family members for whom a qualified health practitioner has issued a certificate stating that he or she has a serious medical condition.

Family Medical Leave is another job-protected leave available under the Employment Standards Act, 2000 (ESA) for employees with certain relatives who have a serious medical condition. One of the main differences between family caregiver leave and family medical leave is that an employee is only eligible for the latter if the family member who has a serious medical condition has a significant risk of death occurring within a period of 26 weeks. Employees may also be entitled to take critical illness leave to provide care or support to a minor child or adult who is a family member, whose baseline state of health has changed significantly and whose life is at risk from an illness or injury. Critical illness leave may be taken for up to 17 weeks to care for an adult, and up to 37 weeks to care for a minor child.

### **ELIGIBILITY**

All employees, whether full-time, part-time, permanent, or term contract, who are covered by the ESA, may be entitled to family caregiver leave.

There is no requirement that an employee be employed for a particular length of time, or that the employer employ a specific number of employees for the employee to qualify for family caregiver leave.

**CARE OR SUPPORT** includes, but is not limited to: providing psychological or emotional support; arranging for care by a third-party provider; or directly providing or participating in the care of the family member.

The specified **family members** for whom a family caregiver leave may be taken are:

- the employee's spouse (including same-sex spouse)
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent or step-grandparent of the employee or the employee's spouse
- a grandchild or step-grandchild of the employee or the employee's spouse
- a spouse of a child of the employee

- a brother or sister of the employee
- a relative of the employee who is dependent on the employee for care or assistance.

The specified family members do not have to live in Ontario for the employee to be eligible for family caregiver leave.

Seniority and experience continue to accrue during such leave(s).

In Most cases, an employee who takes a statutory leave is entitled to:

- the same job the employee had before the leave began; **or**
- a comparable job, if the employee's old job no longer exists.