

COLLECTIVE AGREEMENT

BETWEEN

THE UPPER CANADA DISTRICT SCHOOL BOARD

(HEREIN CALLED “THE BOARD” OR “THE EMPLOYER”)



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 5678

(HEREIN CALLED “THE UNION”)



SEPTEMBER 1, 2019

TO

AUGUST 31, 2022

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PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

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

1. ACEPO refers to l’Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

The following process pertains exclusively to disputes and grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective*

Bargaining Act, 2014 central matters may also be grieved locally, in which case local grievance processes will apply. In the event that central language is being grieved locally, the local parties shall provide the grievance to their respective central agents.

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

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

C4.6 Role of the Central Parties and Crown

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #10. Arbitrators on the list will be used in rotation, based on availability, for the 2019-2022 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.

- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.

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

Funding will be made retroactive to September 1, 2019.

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

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school board may

require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short-term disability leave.

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

I) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and are 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

Central Grievance Dispute Form

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C

Medical Certificate

PART 1

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

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

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

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

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

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): _____ No

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

Yes No

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

Date:			

Telephone Number:			

Signature:			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members;
or
 - d. School closure and/or school consolidation.

2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

Re: Education Worker Protection Fund

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

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

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

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

APPENDIX D – EDUCATION WORKER PROTECTION FUND
APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

Topics the training program will address are the following:

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

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

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

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter “CUPE”)

AND

The Council of Trustees’ Associations

(Hereinafter the “CTA/CAE”)

Re: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement. The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date". The Trustees, as defined in 2.1.0, shall consult with other Trusts and Boards to move all employee groups into the Trust(s) at the same time, subject to the Trust being ready to accept the employee group(s).

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.

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

4.2.0 On-Going Funding

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

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all

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

Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.

- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as “Co-Pay”. This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the “Co-Pay”, the Crown will provide funding equivalent to the reduction of the “Co-Pay” amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board’s participation date.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES’ RESPONSIBILITIES

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

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

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

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

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

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

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

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

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

11.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust a Board office during regular business hours upon 30 days written notice.

12.0.0 CLAIMS SUPPORT

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

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

13.0.0 PRIVACY

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

APPENDIX A – HRIS FILE

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

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

HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

THE CROWN

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if

required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.

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

4.2.0 On-Going Funding

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.
- 4.2.4 In addition to the contributions provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay and as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- 4.2.7 For purposes of 4.2.6 above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- 4.2.8 Amounts previously paid under 4.2.3 and 4.2.4 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

5.0.0 SHARED SERVICES

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

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

- 5.1.1 Administrative services and Insurance provider(s) services will be competitively procured as soon as administratively feasible.
- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office may include the procurement of these services for other Trusts to ensure the most efficient and cost effective service.

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

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- 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.

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- 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.

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- 10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the union to all new members within 15 to 30 days from their acceptance of employment.
- 10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A (which follows).
- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

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- 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.

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

PART B - LOCAL TERMS

ARTICLE 1 – PREAMBLE

WHEREAS it is the desire of both parties to this Collective Agreement:

To maintain and improve the harmonious relations and to settle conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services;

To encourage efficiency in operation;

To promote the morale and well-being of all the Employees in the bargaining unit of the Union;

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes and accepts that it is the exclusive right and function of the Employer to administer and manage any and all of the affairs of the Employer without reservation, except as specifically limited by the Collective Agreement and the administration of such right shall not be inconsistent with this Collective Agreement.

ARTICLE 3 – RECOGNITION

3.01 The Upper Canada District School Board (herein called “the Board” or “the Employer”) recognizes the Canadian Union of Public Employees and its Local 5678 (herein called “the Union”) as the sole and exclusive bargaining agent for all Employees of the Upper Canada District School Board, save and except Supervisors and persons above the rank of Supervisor, Teachers as defined in the Education Act, Human Resources personnel, Executive Assistants and Secretaries to the Superintendents, the Director of Education, and the Board Professional Student Services personnel.

3.02 Correspondence

All correspondence between the Parties relating to implementation, application and interpretation of this Collective Agreement shall pass to and from the Office of Human Resources on behalf of the Employer, and the President and released full time Officer of the Union on behalf of the Union.

3.03 Whenever the singular or masculine is used in this Agreement, it shall be considered as though the plural or feminine has been used.

3.04 Definitions

Employee – a person employed in a position coming within the scope of the Bargaining Unit as defined in Article 3.01.

- a) Permanent Employee – an Employee who has obtained a full-time or part-time permanent position and working the hours of work as defined in Article 15, Hours of Work and Work Year.
- b) Permanent Part-time Employee – an Employee who has obtained a permanent part-time position and who is regularly scheduled to work less than full-time hours for their job classification.
- c) Permanent Full-time Employee – an Employee who has obtained a permanent full-time position and who regularly works the full-time hours of work per week for their job classification.
- d) Probationary Employee – an Employee who is employed in a full-time or part-time permanent position who has not completed the probationary period as defined in Article 12.05.
- e) Temporary Employee - an Employee who is employed:
 - i) to replace a permanent Employee who is on an authorized leave of absence, with a pre-determined start and end date or return date coincident upon the return of the permanent Employee; or
 - ii) to handle a temporary increase in workload, or a specific project which is anticipated or reasonably expected to be no longer than sixty (60) working days of continuous service; and provided no permanent or probationary Employee who is qualified to perform the temporary work is on layoff; or
 - iii) to carry out specific projects which are funded outside of the Grants for Student Needs (GSN's) provided by the Ministry of Education with a predetermined start and end date;
 - iv) as an ECE hired under a letter of permission.

During the course of employment a temporary Employee shall be paid as defined in Article 23. Unless otherwise specified in the Collective Agreement or provided by law, no other provisions of this Agreement shall be applicable to a temporary Employee.
- f) Casual Employee- an Employee who is employed on a daily or day-to-day basis as needed to replace an absent Employee. A Casual Employee shall be paid as defined in Article 23. Unless otherwise specified in the Collective Agreement or

provided by law, no other provisions of this agreement shall be applicable to a Casual Employee

- g) Surplus Employee – a permanent full-time or part-time Employee who has exercised their rights as per Article 14 and has been unable to secure permanent employment with the Employer.

3.05 Positions

- a) Permanent full-time position – a position established by the Employer and coming within the scope of this Collective Agreement.
- b) Permanent part-time position - a position established by the Employer and coming within the scope of this Collective Agreement.
- c) Temporary position – a temporary position resulting from:
- i. a leave of absence of a full or part-time Employee with a predetermined start and end date; or, a return date coincident on the return of the permanent Employee; or,
 - ii. to handle a temporary increase in workload; or, specific project(s) which is anticipated or reasonably expected to be no longer than sixty (60) working days; or,
 - iii. to carry out specific projects which are funded outside of the Grants for Student Needs (GSN's) provided by the Ministry of Education with a predetermined start and end date; or
 - iv. a RECE hired under a letter of permission.

Note: When a permanent part-time or full-time Employee fills a temporary position they will have the right of return to their regular position at the end of the temporary assignment.

3.06 Supervisor

The person one reports to or their designate as identified on the job description.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 In addition to the grounds protected by the Human Rights Code of Ontario, the parties agree that they will not discriminate against, interfere with, restrict or coerce any Employee with respect to any matter for any reason.
- 4.02 The Employer recognizes the right of Employees to be treated fairly in a workplace free of personal and sexual harassment.

ARTICLE 5 – UNION SECURITY

5.01 Members

Any Employee who is a member, becomes a member, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership.

A new Employee who is not a member of the Union signatory to this Agreement shall join the Union on the first (1st) day of employment.

5.02 Union Dues

- a) The Employer shall deduct Union dues and assessments for every pay period and for each Employee. Dues and assessments deducted in accordance with this Article shall be forwarded to the Secretary Treasurer of the local Union no later than the fifteenth of the month following the month on which the deductions were made. The Union shall inform the Employer, from time to time, of the amount of such dues and assessments.
- b) The dues and assessments remittance should include; the Employee's name, job code, job classification and employment status, total earnings, total regular earnings and total overtime earnings for the period, total hours worked, hourly rate, along with total dues deducted from all Employees and total wages paid to all Employees.
- c) No later than October 31 and March 31 of each year, the Employer will provide to the Union an electronic spreadsheet of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as permanent full-time employee, permanent part-time employee, temporary employee, casual employee) and if the employee is on a leave of absence.
- d) The Union shall indemnify and save harmless the Employer from any and all claims arising from the deduction of dues and assessments.

ARTICLE 6 – INFORMATION TO EMPLOYEES

- 6.01 Each member of the bargaining unit shall be provided with access to the Collective Agreement via the Board's internal website, INSITE. Each member may print a copy from said website at the Employer's expense.

6.02 Potential Employees

During the interview process, the Employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues. Employer will include in the job posting a link to the collective agreement.

6.03 Notification of New Hires

The Union shall be notified of all new hires by the inclusion of a new hire indicator on the Staff Changes Report as per Article 13.10.

ARTICLE 7 – LABOUR-MANAGEMENT RELATIONS

7.01 Representation

The Union will provide the Employer with the names and positions of the individuals authorized to represent the Union; likewise, the Employer shall advise the Union in writing of the names of those individuals authorized to represent the Employer.

- a) In order to provide an expeditious process for settling grievance claims, the Employer acknowledges the right of the Union to appoint up to twenty (20) Stewards/Chief Stewards whose duties shall be to assist an Employee in preparing and presenting a claim;
- b) Except with the prior approval of their immediate Supervisor, which shall not be unreasonably withheld, a Union Representative shall not perform their duties during regularly scheduled work hours;
- c) Where approval to leave work to perform their duties as a Union Representative has been granted, the Union Representative shall promptly attend to the processing of the claim.

7.02 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

7.03 Negotiating Committee

In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than nine (9) exclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.

When meetings with the Employer's Negotiating Committee are held during regular working hours of an Employee who is a member of the Union Negotiating Committee, such Employee shall be released from their work assignment without loss of pay or any other benefits under the collective agreement. Time spent in these negotiations meetings shall be considered time worked for all members of the negotiating committee whether they are 10 or 12 month employee, exclusive of any overtime provisions.

7.04 Labour Management Committee

The Employer and the Union will each appoint up to eight (8) representatives to serve on a Labour Management Committee. The purpose of the monthly meeting is to discuss matters arising out of relations between the parties, other than matters which are to be dealt with under Grievance and Arbitration. The monthly meeting dates for the school year will be established prior to September 30th of each year. Proposed agenda items will be sent no later than ten (10) days prior to the meeting.

Notwithstanding, a written request for an additional meeting may be sent to the other party, setting out the matters to be discussed.

The meeting shall be held between the Parties within five (5) working days of the receipt of the request. The committee shall have no power to alter the terms and conditions of this collective agreement.

ARTICLE 8 – BOARD POLICIES AND PROCEDURES

8.01 The Employer agrees not to implement any new policies or procedures which affect the status or working conditions of any Employee coming within the scope of this Agreement, except upon thirty (30) working days notice, provided on the Board's website, in order to permit the Union to make representation to the Employer.

8.02 From time to time the Union may be invited to participate on Employer committee(s), separate and distinct from those as required by law. Such Union participation does not confer any approval in whole or in part on behalf of the Union and/or its membership, of any final report(s) of said committee.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.

9.02 Definitions:

a) a grievance shall be defined as a difference of opinion between the parties concerning the interpretation, application, administration or alleged violation of this Collective Agreement; including whether or not a matter is arbitrable;

- b) an individual grievance is one lodged by an Employee through the Union, which has application only to them;
- c) a group grievance is one lodged by the Union, on behalf of more than one Employee arising out of the same circumstances;
- d) a policy grievance is one which arises out of the Collective Agreement and is not included under (b) or (c) hereof. A policy grievance shall be lodged by the Union;
- e) for the purposes of this Article, “days” shall mean working days.

9.03 Each grievance shall be in writing and shall contain the following:

- a) a description of the factual circumstances alleged to constitute a violation of the Collective Agreement;
- b) specific reference to the Collective Agreement provisions allegedly violated; and
- c) the nature of the relief sought.

Correspondence related to a grievance shall be between the Employer and the Chair of the CUPE Grievance Committee with a copy to the President of the Union.

No grievance shall be defeated by any formal or technical objection and the Arbitrator or Arbitration Board shall have the power to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

9.04 No grievance shall be considered to exist where the event or circumstances on which it is based occurred more than sixty (60) days prior to filing with the Employer or the Union as the case may be; thereafter, the timelines of the grievance steps are directory only.

Step 1

An individual grievance shall be submitted to the Manager of Human Resources or designate, who shall reply in writing within ten (10) working days of its receipt. The Union must advise the Employer, in writing, of its desire to proceed to the next step of the grievance process.

Step 2 - Grievance Committee

Group grievance or policy grievances shall commence at Step 2.

The grievance committee of the Employer and the Union shall meet to consider the claim within ten (10) working days of receipt of notice from the Union. It is the expectation that the grievor(s) will be in attendance; such time spent will be considered time worked with no loss of pay. Following the grievance committee meeting, the party being grieved shall respond in writing within five (5) working days of the meeting.

Failing response or settlement, then:

Step 3

The Employer or the Union may refer the claim to arbitration within twenty (20) working days of receipt of the response in Step 2 hereof.

An Employer grievance shall commence at Step 2 and the provisions of Article 9.04 shall be interpreted in context.

Timelines may be extended if mutually agreed in writing.

- 9.05** Written supplementary agreements, understandings or undertakings shall be subject to the grievance and arbitration procedures.

ARTICLE 10 – ARBITRATION PROCEDURE

- 10.01** In the event the grievance process has been fully complied with and the matter remains unresolved, the following procedure shall be available to the Parties.

- 10.02** Within ten (10) working days after receipt of the notification from the Union or the Employer, the parties may mutually select a sole arbitrator or each appoint a nominee to an Arbitration Board, and shall advise the other party of its selection within five (5) working days.

In the event that the parties are unable to agree to a sole Arbitrator, either party can apply to the Minister of Labour or designate for the appointment of a sole Arbitrator pursuant to Section 48 of the Labour Relations Act.

- 10.03** In the event that the parties mutually agree that the grievance should be heard by a tripartite Board of Arbitration, each party shall appoint its nominee within ten (10) working days of their agreement to proceed in this fashion.

The two (2) nominees shall attempt to agree upon a chairperson and, if they cannot agree within a further fifteen (15) days, the Minister of Labour, Ontario, may be asked to appoint.

- 10.04** Each of the parties shall bear the expenses of its nominee, and the parties shall share equally the fee and expense of the Chairperson or single Arbitrator.

- 10.05** The decision of the single Arbitrator or of the majority of the Arbitration Board or, in the absence of a majority, decision of the Chairperson shall be final and binding.

- 10.06** The arbitrator or arbitration panel shall not have any power to alter, vary, modify or substitute any of the provisions of this Collective Agreement.

- 10.07** Witness - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as a witness and any other witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.08 Full disclosure by both parties, to the authorized representative, 45 days prior to the scheduled arbitration date is required.

ARTICLE 11 – DISCIPLINE

11.01 Except in circumstances requiring the imposition of immediate discipline, the Employee shall have the right to consult with a Designated Union Representative and to have them present in any interview with supervisory personnel relating to a proposed disciplinary action provided that no unreasonable delay is occasioned thereby. In normal circumstances, the Supervisor of the affected Employee shall provide the Employee and the Union at least twenty-four (24) hours advance notice of the time, date, and location of the interview.

11.02

- a) A grievance by an Employee who has completed the probationary period alleging that they have been discharged or suspended without just cause shall be commenced at Step 2 of the grievance procedure.
- b) A grievance by an Employee who has not completed the probationary period, alleging that they have been discharged or suspended without just cause shall be commenced at Step 2 of the grievance procedure and should such grievance proceed to arbitration, the parties acknowledge that a lesser standard of just cause shall be applicable than would apply to the discharge or suspension of an Employee who has completed the probationary period.

11.03 The record of a disciplinary action against an Employee shall remain on the Employee's personnel file for a period of fifteen (15) months from the date of its filing. Providing there has been no further disciplinary action with respect to that Employee within that period of time:

- a) their record shall not be used against them in any employment related matter;
- b) upon written request from the Employee, provided it meets the conditions of the collective agreement, this record of a disciplinary action will be removed from the Employee's personnel file.

11.04 If a permanent employee is removed from the workplace due to an allegation of misconduct, the Board shall maintain the employee's regular wages and benefits during the course of the investigation. The employee must remain available to the Board during their regularly scheduled hours of work.

If a temporary employee is removed from the workplace due to an allegation of misconduct, the Board shall maintain the temporary employee's regular wages during the course of the investigation or to the end of the temporary assignment, whichever is the shorter duration. The employee must remain available to the Board during their regularly scheduled hours of work.

ARTICLE 12 – SENIORITY

12.01 Seniority is defined as the length of continuous service in the employ of the Employer or its predecessor Boards, calculated from the most recent date at which work commenced.

12.02 Effective September 1, 2006:

- a) For newly hired Employees, seniority is defined as the length of continuous service at which work commenced in a Bargaining Unit position;
- b) Employees hired prior to September 1, 2006 will have their seniority and service grand parented as per Article 12.01;
- c) The common seniority date for all Literacy Basic Skills (LBS) Instructors, who were in the employ of the Upper Canada District School Board up to and including September 1, 1999 and continuously thereafter, shall be September 1, 1999. Thereafter, seniority shall accumulate as per Article 12.01 and 12.02(b).
- d) English Language Learners (ELL) Instructors and Language Instructors for New Canadians (LINC):
 - i) For those permanent full-time ELL and LINC Employees, who were in the employ of the UCDSB, and who were paying CUPE union dues up to and including September 1, 2005, the common seniority date shall be September 1, 2005. Each Employee shall be ranked on the seniority list by recognizing their continuous length of service with the UCDSB and/or a predecessor board;
 - ii) For those permanent full-time ELL and LINC Employees, who were in the employ of the UCDSB, and who were not paying CUPE union dues up to and including September 1, 2005, their seniority shall commence on the date of the union's ratification of the Memorandum of Settlement, September 9, 2006. Each Employee shall be ranked on the seniority list by recognizing their continuous length of service with the UCDSB and/or a predecessor board.

12.03 Seniority shall operate on a bargaining unit wide basis.

- 12.04** Seniority shall be used as a factor in lateral transfers, promotion, demotion, and lay-off of Employees as set out in other provisions of this Collective Agreement.
- 12.05** A newly hired Employee or a temporary Employee upon hiring into a permanent full-time or part-time position shall be a probationary Employee for a period which includes six (6) consecutive months of work in the position, exclusive of periods of time in which the Employee is not scheduled to work as per Article 15. During this period the Employee will have no seniority rights. Upon successful completion of the probationary period, the seniority of an Employee shall date back to the original date of which work commenced including continuous temporary employment without breaks in service.
- 12.06** The Employer shall post and update monthly, a seniority list, ranking in order from greatest to least the seniority of all members of the Union including name, seniority date and ranking, job classification, FTE, and location, on INSITE. In the event that it is necessary to break ties in seniority ranking, such ties shall be broken by a random number process, in the presence of a Union representative. Any dispute with respect to the seniority list shall be reported to the Manager of Human Resources or designate within thirty (30) working days of its posting.
- 12.07**
- a) Continuous service will not be interrupted as a result of any approved leave of absence authorized in accordance with this Agreement or other applicable labour statutes.
 - b) Where an Employee is not scheduled to work during the Christmas break period, the March break period or during the summer months, such periods shall not constitute an interruption of continuous service for seniority purposes.
- 12.08** Seniority shall cease, and employment shall terminate:
- a) if the Employee is discharged, and the discharge is not reversed through the Grievance and Arbitration Procedure; or
 - b) if the Employee resigns, in writing, and does not withdraw such resignation, in writing, within twenty-four (24) hours; or
 - c) if the Employee has been absent without leave, unless a reason acceptable to the Employer is given; or
 - d) if the Employee overstays an authorized leave of absence, unless a reason acceptable to the Employer is given; or
 - e) if the Employee retires; or
 - f) after the layoff period described as per Article 14.06 a) and 14.06 a) i); or

- g) on promotion or transfer to a permanent position not included in the bargaining unit after a period of three (3) months; or
- h) on promotion or transfer to a temporary position not included in the bargaining unit after a period of twelve (12) consecutive months of work in the temporary position.

12.09 Persons hired as casual or temporary Employees shall not acquire any seniority credits for such service except when Article 12.05 applies.

ARTICLE 13 – VACANCIES AND JOB POSTING

13.01 Job Postings

When the Employer determines that a vacancy exists, when a new position is created, when a temporary vacancy exists or is newly created the Employer shall post an electronic notice of the vacancy describing the criteria for selection for the position. Such notice shall be posted within ten (10) working days of the known vacancy and remain posted for at least five (5) consecutive working days, excluding the day of the posting.

13.02 An electronic job posting shall show the following:

- a) job classification
- b) location (including town or city)
- c) hourly rate of pay
- d) specific hours of work
- e) job summary
- f) anticipated starting date
- g) status (full time, part-time, permanent, temporary)
- h) qualifications, skills, experience per the job description
- i) instructions on application procedure
- j) posting and closing dates

13.03

- a) Applicants must possess the qualifications at the time the application is made.
- b) It is the employee's responsibility to maintain their data profile/ portfolio and current status in the electronic recruitment system utilized by the Board.

13.04 In filling a vacancy, the position shall be awarded within twenty (20) working days of the closing date of the posting; thirty (30) working days of the closing date of the posting during the summer months, to the most senior applicant within the bargaining unit meeting the requirements of the job description.

13.05 Lateral Transfer

Where the senior qualified applicant above, is currently in the same job classification the appointment shall be made without any interview or testing.

13.06 Different Job Classification

Where permanent employee applicants are equal in qualifications and skills, the most senior applicant will be appointed. An interview and/or testing may be required to assess qualifications and skills as per the job description.

13.07 Increases in time at same work location

Increases in hours of less than 0.5 FTE, in the same job classification at the same location will be awarded by qualifications and seniority.

13.08 Temporary and casual Employees in the bargaining unit will be given due consideration after all permanent Employee applicants have been considered.

13.09 No new Employee shall be employed until such time as all Employees from within the bargaining unit who meet the requirements of the posting and who apply have been considered for the vacancy.

13.10 Notification to the Union

The Union shall be notified electronically bi-weekly of all appointments and staff changes within the bargaining unit.

13.11 Trial period

Where the successful applicant for a different classification is currently an Employee they shall be on a trial period for thirty (30) days actively at work. If either the Employer or the Employee determines it necessary during the trial period, the Employee shall be returned to their former position without loss of the former wage rate or seniority.

13.12 Educational Assistant Staffing

The Employer and the Union recognize that to best meet the needs of students while respecting the seniority rights and right to equitable treatment of all its Employees in regard to the filling of vacancies, relocation and layoff, that it is necessary for some additional procedures for Educational Assistants.

Except for those outlined below, all other provisions of the Collective Agreement shall apply to Educational Assistants.

A. Annual Staffing Process

A joint committee hereinafter referred to as the “Educational Assistant Staffing Committee” shall oversee the placement of Educational Assistants into positions during the Annual Staffing Process.

The Educational Assistant Committee will consist of two (2) representatives of each of the Union and the Employer. Each Party will appoint their own representatives. Either Party shall have the discretion to have up to (2) additional resource persons to attend.

- 1) In May of each year, all Educational Assistants shall be deemed unassigned from their current position.
- 2) All vacancies for each assignment meeting shall be posted electronically as stated in Article 13.02. Descriptions of positions shall be available for Educational Assistants. Only Educational Assistants will access vacancies electronically and identify, in order of preference, positions for which they are interested.
- 3) Educational Assistants will be placed based upon seniority and qualifications.
- 4) At the end of the assignment round(s), any Educational Assistant without a position will be declared surplus and will access vacancies in accordance with Article 13.
- 5) Notwithstanding, an Educational Assistant who does not have a seniority date as defined under Article 12.05 will be placed in the annual EA staffing. As per Article 12.05 no seniority has been obtained therefore the date of hire into the permanent position shall be used. For Educational Assistants hired on the same date they will be tie broken based on lottery. Once they are placed and obtain a seniority date it shall be used in accordance with Article 13. If an Educational Assistant in this situation is not placed during annual staffing they will be eligible for positions under Article 13.05 (lateral transfer) with an effective date of the first day of the school year. Should they not obtain a position by the first day of the school year, since they don't have seniority rights they are not eligible for seniority and surplus accordance with Article 14 will only have rights as an occasional employee.

B. Vacancies Arising after the commencement of the Annual Staffing Process

- 1) Educational Assistant vacancies that arise between the commencement of the annual staffing process and the end of the school year will be considered as temporary positions.

2) Vacancies Arising after the completion of the Annual Staffing Process

Educational Assistant vacancies that arise after the end of the Annual Staffing Process and up to the start of the next school year will be filled in accordance with Article 13.

C. Vacancies Arising after the Start of the School Year

Educational Assistant vacancies that arise after the start of the school year will be filled through the posting process as per Article 13, subject to the following:

Educational Assistants may only apply for vacancies if there are positions for which they are qualified which have a greater number of hours designated than the Employee's current position.

Accordingly, Educational Assistants may only secure an available position if it will result in an increase in hours.

When an Educational Assistant in a temporary assignment is the successful applicant to a permanent Educational Assistant position, they will be deemed to be permanent within their current assignment. The resulting vacancy will be staffed accordingly.

D. Permanent Educational Assistant application to a Temporary Educational Assistant Position

When considering applicants under Article 13.12 b) permanent EA's who are staffed can apply to temporary EA vacancies. The following parameters must apply:

- i. 0.5 FTE or greater than 0.5 FTE permanent EA's who apply to temporary vacancies greater than their current FTE and where the assignment has an end date of the last day of the school year
 - a) will be placed in these positions in order of seniority; and,
 - b) their home school will remain with their permanent position.
- ii. An EA cannot transfer into another assignment while staffed as 0.96 since they have secured an assignment with a greater number of hours.
- iii. The resulting 0.5 FTE or greater than 0.5 FTE vacancy will be back- filled as a temporary vacancy.
- iv. The EAs replacing the temporary vacancies will return to their home school (s) when the assignment ends prior to the end of the school year, if applicable.

E. Relocation

When it is necessary to relocate Educational Assistants to meet the changing needs of students throughout the school year, the following shall apply:

- 1) Dates for possible relocation will be the scheduled working day following Thanksgiving, the first school day after Christmas break and the scheduled working day following the March Break.

- 2) Prior to relocation, the Union shall be notified of the names, seniority, rank, and work locations of all Employees affected by relocation and will be provided with the description and list of all current Educational Assistant vacancies. Following relocation, the Union will be notified of the new assignments for relocated Educational Assistants as per Article 13.10.
- 3) The Special Education Department will assess school needs and determine where needs have increased or decreased. In the event that needs at a location have decreased, the least senior Educational Assistant at the location will be relocated.
- 4) Affected Employees will be notified of relocation and will be provided a description of all current vacancies, from which they may indicate preference, based on seniority and for which they are qualified.
- 5) Not less than three (3) working days subsequent to notification, the Employee will be asked to indicate their preference(s). They may choose a vacancy within 30kms, and/or beyond 30kms, of their home location. No Employee shall be required to choose a vacancy beyond 30kms of their home location. If an Employee is not placed into a selected vacancy, the Employee shall be relocated within 30kms of their home location if there exists a vacancy that meets their qualifications and entitlement.
- 6) Affected Employees will be relocated into permanent positions matching their FTE and qualifications. If at the end of the relocation process, an Educational Assistant is without a permanent position, they will have access to rights under Article 14.04.
- 7) Educational Assistants being relocated will be informed of their new assignment location. An Educational Assistant will begin their new assignment not less than five (5) days subsequent to being informed of their new location.
- 8) Where an Educational Assistant is relocated to a new location to meet student needs, the Employee may choose their home location from the original location or the new location. The Employee will have not less than ten (10) working days to choose which location they opt to retain as their home location for the remainder of the school year.

ARTICLE 14 – LAYOFFS AND SURPLUS

14.01 The parties acknowledge as a general principle that job security increases in direct relation to the length of continuous service in the bargaining unit.

14.02 Layoff

- a) A layoff is defined as a reduction in the number of hours of work of a permanent Employee as defined in Article 15, or the elimination of a job class.

- b) The interruption of employment during the Christmas break, the March break or the Summer months for Employees who are regularly employed on a ten (10) month basis in accordance with the Employer's school year calendar and Article 15, does not constitute a lay-off under this Article.

14.03 Notice of Layoff

When it is necessary to lay-off Employees, the Employer shall provide the following working notice in writing or pay in lieu thereof which is the greater of that required by the Employment Standards Act or:

- a) if the Employee to be laid off has less than five (5) years of service - twenty (20) working days;
- b) if the Employee to be laid off has five (5) years of service or more, but less than ten (10) years of service - thirty (30) working days;
- c) if the Employee to be laid off has ten (10) years of service or more – forty (40) working days.

14.04 Bumping Procedure

In the event that it becomes necessary, Employees shall be laid off in reverse order of seniority by worksite within the job classification assigned to those Employees. An Employee in receipt of a notice of layoff shall exercise their right to either of the following options in any order:

- a) accept the reduction in hours; or
- b) accept the layoff and be declared surplus; or
- c) displace the least senior Employee in the job classification, or job level or lower job level within:
 - i) a 30 kilometer radius of the current location of the Employee laid off; or
 - ii) a 70 kilometer radius of the current location of the Employee laid off; or
 - iii) the Board.

In no event can an Employee who has received a notice of layoff displace an Employee of greater seniority.

In all cases, an Employee who chooses to displace the least senior Employee must be currently qualified to perform the requirements of the position.

The displacement process shall not result in an increase in the Employee's classification or assigned hours or work year, nor shall it result in the splitting of positions.

A seniority list for displacement purposes will be made available to the Union which includes name, job classification, FTE, location, seniority date and ranking.

14.05 An Employee who is or may be affected by a lay-off under this article shall indicate in writing to the Employer their choice within three (3) working days of receiving notice of the lay-off. The notice shall be deemed by the Employer to have been received by the Employee either on the date following the notice is hand delivered or the day following the date the email was sent. In all cases an Employee shall be provided with three (3) working days in which to reply.

14.06 Surplus

As defined in Article 3.04(g), a surplus Employee:

- a) shall be entitled to remain surplus and eligible for employment for a period of twenty-six (26) consecutive months from the effective date of layoff;
 - i) should an employee continue to remain surplus at 26 months, their period of layoff will be extended by the equivalent number of days worked in a temporary or casual position during the layoff period to a maximum of 36 months from the original date of layoff, calculated at the 26 month period;
- b) is responsible for providing the Board with their most current contact information. It is understood that an Employee will be contacted via email at their UCDSB email address;
- c) must apply to vacancies as per Article 13 – Vacancies and Job Postings in order to be considered for positions;
- d) does not accrue vacation or sick leave credits;
- e) may choose to maintain the benefit plan at the sole expense of the Employee;
- f) a surplus employee who gains employment within the bargaining unit shall be paid as defined in Article 23.

When an Employee who is surplus accepts a temporary position, their rights as a surplus Employee will not be affected.

14.07 Any grievance concerning lay-off shall be initiated at Step 2.

14.08 For purposes of this article, RECEs will be considered at a level higher than level 12.

ARTICLE 15 – HOURS OF WORK AND WORK YEAR

15.01 The following provisions in this Article are intended to define the maximum hours for regularly scheduled hours of work for a full-time equivalent Employee in the noted job classification.

a) Facilities Operations, Courier Services

Five (5) consecutive days of eight (8) consecutive hours each, inclusive of a half (1/2) hour paid lunch. Monday to Friday inclusive, to be scheduled in accordance with the needs as determined by the Employer.

The work year shall be in accordance with the hours of work on a twelve (12) month basis.

Day Shift: The normal hours of work shall be scheduled between the hours of 5:00 a.m. and 6:00 p.m., inclusive of a half hour (1/2 hour) paid lunch.

Afternoon Shift: The normal hours of work shall be scheduled between the hours of 12:00 p.m. and 12:00 a.m., inclusive of a half hour (1/2 hour) paid lunch.

Note: Split Shift – Only Employees holding positions of Lead Custodian, servicing an elementary school, may be scheduled in accordance with the Employer's needs to a split shift. No split shift will be greater than three (3) hours.

b) Secondary Schools, Administration and Regional Centres – Office, Clerical, Technical

Five (5) consecutive days of seven (7) hours each, from Monday to Friday inclusive, scheduled between 7:00 a.m. and 5:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one half (1/2) hour nor more than one (1) hour.

The work year shall be in accordance with the hours of work on a twelve (12) month basis as determined by the Employer's approved school year calendar.

c) Elementary Schools – Office, Clerical, Technical

Five (5) consecutive days of seven (7) hours each, from Monday to Friday inclusive, scheduled between 7:00 a.m. and 5:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period, not less than one half (1/2) hour nor more than one (1) hour.

The work year shall commence five (5) working days prior to the commencement of the school year and shall extend five (5) working days beyond the school year as determined by the Employer's approved school year calendar.

d) School Support

i) Educational Assistant

Five (5) consecutive days of 7.0 hours each, from Monday to Friday inclusive, between the hours of 7:30 a.m. and 5:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

ii) Itinerant Student Support Worker

Subject to the maximum of thirty-five (35) hours of work per week; five (5) consecutive days of 7 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 5:00 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

iii) Speech and Language Assistant

Subject to the maximum of thirty-five (35) hours of work per week; five (5) consecutive days of 7 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's school year calendar.

iv) Registered Early Childhood Educator

Subject to a maximum of thirty-five (35) hours per week from Monday to Friday inclusive, RECE's may be scheduled up to a maximum of seven (7) hours per day exclusive of an uninterrupted unpaid lunch period of not less than one half (1/2) hour or more than one (1) hour. Employees working five (5) hours or more per day shall be permitted paid rest periods totaling thirty (30) minutes in each day. Employees working less than five (5) hours per day but more than two (2) shall be permitted one paid rest period of fifteen (15) consecutive minutes per day. The normal work day shall be scheduled between 6:00 am and 7:00 pm. The Principal has the right to amend the working schedule to meet the needs of the school community.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

v) Instructional Supervising Monitor, Student Monitor

Subject to the maximum of thirty-five (35) hours of work per week; five (5) consecutive days of 7 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

vi) ELL Instructors

Subject to the maximum of thirty (30) hours of work per week; five (5) consecutive days of 6 hours each, from Monday to Friday inclusive, scheduled between 7:30 a.m. and 4:30 p.m. daily, exclusive of an uninterrupted unpaid lunch period of not less than one-half (1/2) hour nor more than one (1) hour.

The work year shall coincide with the school year as determined by the Employer's approved school year calendar.

e) T.R. Leger School of Adult, Alternative & Continuing Education

Subject to the maximum of thirty-five (35) hours of work per week, the number and scheduling of hours are as determined by the Employer, consistent with the particular assignment of the Employee as determined at the commencement of the assignment. Employees will be advised annually of their work year.

The work year shall be in accordance with the needs of the Employer.

15.02 Employees shall be allowed two (2) fifteen (15) minute rest periods in each normal full-time work day, one in the first half of the normal shift and the other in the second half, in a suitable area made available by the Employer.

15.03 Where the Employer requires an Employee to travel between work sites, as part of their regular assignment, such time spent traveling shall be considered part of the total work day.

15.04 Job Classifications

Each job listed in each job level is a distinct job classification.

See Appendix 1 – List of Job Classifications

ARTICLE 16 – OVERTIME

16.01 Subject to the requirements of the Employer being satisfied, the overtime assignment of an Employee is on a voluntary basis. When an Employee has been authorized by their immediate Supervisor to work hours in excess of their normally scheduled working hours, the Employee shall be paid for such extra hours in accordance with the following schedule:

- a) extra hours up to the full-time equivalent hours per day or per week for the job classification of the Employee, the Employee's regular hourly rate of pay;
- b) for hours per day or per week in excess of those mentioned in (a) above, one (1) and one-half (1/2) times the Employee's regular hourly rate of pay;
- c) when an Employee is not normally scheduled to work on a Saturday, all Saturday hours shall be paid at one (1) and one half (1/2) times the Employee's regular hourly rate;
- d) when an Employee is not normally scheduled to work on a Sunday, all Sunday hours shall be paid at two (2) times the Employee's regular hourly rate;
- e) an Employee who works overtime on a paid holiday shall be paid at two (2) times the Employee's regular hourly rate; and in addition, shall receive a compensatory day off with pay;
- f) the Employer shall make every reasonable effort to pay overtime to the Employee by the end of the pay period during which the Employee has submitted the necessary information.
- g) Time off in Lieu

Annually, an Employee may earn lieu time to a maximum of the Employee's weekly FTE. An Employee may be eligible to bank time off in lieu at the appropriate overtime rate. Time off in lieu must be mutually agreed upon between the Supervisor and the Employee and shall be at no additional cost to the Employer. Lieu time balances must be depleted by August 31 of each year or remaining balances will be paid out.

16.02 Overtime shall be distributed on an equitable basis within a work location among the Employees who are willing and qualified to perform the work that is available.

16.03 If the Employee is called in because of an emergency, other than during the Employee's regular working hours, the Employee shall be paid for a minimum of three (3) hours. Payment for all such overtime must be authorized by the appropriate supervisor.

16.04 Employees shall not be laid off during normal hours to equalize any overtime hours

worked.

- 16.05** Payment to a regularly scheduled part-time Employee shall be at straight-time except that, when such an Employee works in excess of the normal hours of work for a full-time Employee in the same or equivalent position, the Employee must be paid for such excess at time-and-one half the Employee's regular hourly rate as defined in Article 16.01.

ARTICLE 17 – PAID HOLIDAYS

- 17.01** The following paid holidays will be granted with pay if they fall within the Employees' classification work year and will be scheduled in accordance with the Employer's school year calendar, in accordance with the provisions of this Article:

New Year's Day	Easter Monday	Civic Holiday	Christmas Day
Family Day	Victoria Day	Labour Day	Boxing Day
Good Friday	Canada Day	Thanksgiving Day	

- 17.02** The two (2) recognized holidays, Remembrance Day and January 2nd, are to be taken during the Christmas break period.

See Appendix 2 – Paid Holidays

- 17.03** Provided it is a scheduled work day for the Employee, the last half day on December 24 and December 31 will be granted with pay.

- 17.04** Float Day can be taken at the request of the Employee at their discretion, and one (1) weeks' notice is given in order to allow their Supervisor time to make suitable arrangements.

- 17.05** Should another statutory holiday be proclaimed by the Federal and/or Provincial Government and recognized by the Ministry of Education for the Province of Ontario as a school holiday it shall be considered for the purpose of this Agreement as a holiday with pay in addition to the days listed in 17.01 above.

- 17.06** Payment of such holidays shall be based on the Employee's regular hourly rate multiplied by the number of hours the Employee would normally have worked on such day. When any of the said holidays fall on other than a regular working day, the Employer may either designate some other day as the day upon which the said holiday will be celebrated, or pay the Employees who qualify for payment for the said holiday as though it has fallen on a regular working day, whichever the Employee prefers.

17.07 In order to be entitled to payment for a paid holiday, an Employee must have been scheduled to work and have worked the work day preceding the holiday and the work day following the holiday. However, an Employee’s absence on either one or both of the qualifying days due to certified illness or authorized leave of absence with pay, shall not disqualify the Employee from receiving holiday pay as provided herein. The Employer may require a medical certificate as proof of illness.

17.08 When any of the above noted holidays 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 Employer.

ARTICLE 18 – VACATION

18.01 Employees shall be entitled to a vacation with pay for credited, active, continuous service prior to July 1 of the vacation year as follows:

CREDITED SERVICE	ENTITLEMENT
Less than one (1) year	One (1) day per month to a maximum of ten (10) days
One (1) year or more	Ten (10) days
Three (3) years or more	Fifteen (15) days
Six (6) years or more	Sixteen (16) days
Seven (7) years or more	Seventeen (17) days
Eight (8) years or more	Twenty (20) days
Eleven (11) years or more	Twenty-one (21) days
Thirteen (13) years or more	Twenty-two (22) days
Fifteen (15) years or more	Twenty-three (23) days
Seventeen (17) years or more	Twenty-four (24) days
Eighteen (18) years or more	Twenty-five (25) days
Twenty-one (21) years or more	Twenty-six (26) days
Twenty-two (22) years or more	Twenty-seven (27) days
Twenty-three (23) years or more	Twenty-eight (28) days
Twenty-four (24) years or more	Twenty-nine (29) days
Twenty-five (25) years or more	Thirty (30) days
After an Employee has completed thirty (30) years of service, they shall be entitled, for that year only, to thirty-five (35) days vacation.	

Notwithstanding the above, an Employee will continue to accumulate vacation credit during the first 120 calendar day period that an Employee is off ill.

- 18.02** Literacy Basic Skills Instructors (LBS) shall receive vacation pay computed at 5.5% of the applicable wage rate and payable in each pay period for hours worked.

For those permanent full time ELL and LINC Employees, who were in the employ of the UCDSB up to and including September 1, 2005; all credited, active, service with the UCDSB and/or predecessor Board prior to September 1, 2005 shall be recognized for the purposes of establishing the number of vacation days entitlement.

18.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time to be scheduled by mutual Agreement between the Supervisor and Employee.

- 18.04** Vacation schedules shall be confirmed in each work site within the first twenty (20) working days following approval of the Employer's school year calendar. When vacations are scheduled, the Board shall take into consideration the seniority of Employees.

- 18.05** An Employee terminating employment at any time who has unused vacation credits shall receive vacation pay equal to the amount of such unused credits at the date of termination.

- 18.06** Permanent part-time Employees working less than normal hours of work as defined in Article 15, Hours of Work and Work Year shall earn vacation credits on a pro rata basis in accordance with hours worked.

- 18.07** Employees who are not scheduled to work during Christmas and March Break shall use any unpaid days in those periods as vacation days with pay from their total vacation entitlement.

- 18.08** Any unused vacation entitlement for an Employee working on a ten month basis shall be computed as of June 30th in each year at the Employee's then hourly rate of pay and paid out on or after the next September 1st.

An Employee working on a twelve month basis, entitled to sixteen (16) days vacation or more, shall be entitled to carry-over up to a maximum of five (5) vacation days and shall be taken within the following vacation year.

- 18.09** Educational Assistants and RECEs shall not take vacation on instructional days for students. Notwithstanding, an EA or RECE with fifteen (15) days or more vacation may take up to five (5) days' vacation on an instructional day. Requests will not be unreasonably withheld except when the operational needs cannot be met.

18.10 Vacation Transfer Option for 10-Month Permanent Employees Changing to 12-Month Permanent Status

An employee, when moving from a 10-month to a 12-month position, will have the option to transfer their outstanding vacation balance to their new 12-month position, in lieu of being paid out the balance the following September. The request for this transfer must be made by the employee to the Human Resources Department, by August 1st of the current school year.

Outstanding vacation balance is defined as the vacation earned from the start of the current school year to the effective date of the new 12-month appointment, less any vacation days taken during that same period.

For an employee who elects the vacation transfer as described above, if their float day entitlement has not been used at the conclusion of the current school year, the day will be paid out the following September computed at the hourly rate of their prior 10-month position.

ARTICLE 19 – SICK LEAVE

19.01 Sick leave provisions are also provided in Section C6.00 of Part A - Central Terms.

19.02 The Employer shall maintain a record of the Employee's credited sick leave and shall inform the Employee of the crediting.

19.03 When an Employee is absent from duty as the result of an accident for which compensation is being received by the Employee in accordance with the provisions of the Workplace Safety and Insurance Act, the Employer will supplement such compensation payments to the Employee to the full salary of the Employee, provided that such supplementary payments by the Employer will be charged pro-rata against the reserves of sick leave credits of the Employee and provided further that the Employer's obligation to supplement such compensation payments shall be ended when the reserve of sick leave of the Employee has been exhausted.

19.04 To the extent of the Employee's sick leave credits and Short Term Leave Disability Plan (STLDP) credits, the Employee shall be entitled to be absent and salary shall be paid accordingly. The Employer shall require certification by a physician or a licentiate of dental surgery to support absences related to sickness in excess of five (5) consecutive working days, failing which no salary shall be payable. Should the Employer require a certification for a period of absence of less than five (5) working days, the Employer shall pay the cost of obtaining such a certificate.

19.05 An Employee who does not have any sick leave credits or whose absence on account of sickness will deplete such credits shall be granted, on written request, a medical leave of absence without pay to the end of the year, if necessary. Nothing in this article prevents an Employee from requesting an extension of the medical leave of absence without pay for all or part of the following year.

19.06 Except as required by law or as otherwise provided in this Agreement, sick leave credits shall not accrue during any leave of absence.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 For Union Business within CUPE Local 5678

- a) A leave of absence with continuation of salary, benefit and other entitlements under the Collective Agreement including seniority accumulation, shall be granted to an elected or appointed CUPE member to perform full-time or part-time duties as assigned by Local 5678 subject to written notice given to the Superintendent of Human Resources not later than December 1 in the school year preceding the leave identifying the Employee who will be on Union leave. The Employer shall invoice the Union for the full cost of salary and benefits for the Employee while on leave.

- b) Except in unforeseen circumstances, and upon notice by the Union at least ten (10) days in advance, release time shall be granted to Employees to carry out Union activities at the local level provided that:
 - i) the Union shall reimburse the Employer for the cost of the replacement time for the Union member on leave. No additional cost shall be incurred by the Employer as a result of the release time (e.g. overtime);

 - ii) no more than 250 days in total for release time annually for the September 1 to August 31 period are permitted. The transition period of January 1, 2016 to August 31, 2016, is prorated at 160 days.

 - iii) an Employee while on leave for Union business shall retain all rights and privileges of this Collective Agreement including seniority accumulation as if they were at work during the leave

 - iv) where the leave granted is for twelve (12) months or more, the Employee shall return to the position held prior to going on leave subject to application of Article 13 (Vacancies & Job Posting) and Article 14 (Layoffs & Surplus).

20.02 Election or Appointment to a position outside of CUPE Local 5678

An Employee who has been elected or appointed to a position or an office with the national or provincial Union, the CLC or an affiliate shall be granted a leave of absence for up to two (2) consecutive school years without salary, benefits or other entitlements, except that their seniority shall continue to accumulate for the two (2) year period and will cease to accumulate thereafter, and, provided written notice has been given to the Superintendent of Human Resources within five (5) days of the election or appointment. The Employer shall maintain benefits and other entitlements and invoice the national, provincial Union or the CLC or the affiliate for said cost.

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 and without loss of benefits or seniority, so that the Employee may be a candidate in federal, provincial or municipal elections.

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

20.03 Paid Leaves of Absence

An Employee shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances, provided the incident occurs during the Employee's regularly defined work year:

- a) Bereavement and/or matters relating to the death of:
- i) a spouse, parent, child, or stepchild, brother or sister, ward, mother-in-law or father-in-law or step parent, a maximum of five (5) working days inclusive of burial and/or other matters related to the death at a later date;
 - ii) a brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-brother, step-sister, grandparent, grandchild or a person in loco parentis, a maximum of three (3) working days inclusive of burial and/or other matters related to the death at a later date;
 - iii) an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) working day inclusive of burial and/or other matters related to the death.

Where the days are not attendant on or coincident with the death, the Employee shall request a leave, in writing, to their Supervisor at least forty-eight (48) hours prior to the leave.

- b) Illness in the family: for scheduled working days on which there is the serious illness of a spouse or child or parent or a combination thereof; up to a maximum of two (2) days.
- c) Jury duty: for scheduled working days on which the Employee is required to serve as a juror.
- d) Quarantine: for scheduled working days on which the Employee is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- e) Witness: for scheduled working days on which the Employee is subject to a subpoena as a witness in court proceedings to which the Employee is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the Employee is to give testimony.

- f) Religious holiday: for scheduled working days that are attendant on and coincident with the observance by the Employee of their religion to a maximum of five (5) days in a year provided other reasonable accommodation is not available.
- g) Graduation: An Employee shall be entitled to one (1) paid day leave, per year, to attend the graduation ceremony from a post-secondary institute of the Employee, their spouse or children.

20.04 At the discretion of the Superintendent of Human Resources or designate, extension of leaves may be approved for an Employee on terms and conditions as indicated in the written response to the request. The Employer shall provide a copy of all correspondence to the Union prior to approval.

20.05 Family Medical Leave, Critically Ill Child Care Leave

Provisions for this article are found in Section C12.1 of Part A - Central Terms.

20.06 Personal Leave Days

An Employee is entitled to two (2) personal leave days per school year for serious personal reasons. Except for unforeseen circumstances, the Employee shall inform the Supervisor at least twenty-four hours in advance.

20.07 Leave of absence from work of up to one (1) day with pay per calendar year shall be granted to allow an Employee to write an examination relevant to their employment or at a post-secondary level.

20.08 Disagree Hazardous, Medical, Dental Bank

An Employee shall be permitted to utilize special credits to a maximum of five (5) days per work year, for absences related to Article 29.04 (Inclement Weather), and for their own appointments with physicians and/or licentiates of dental surgery. It is understood that an Employee will make every reasonable effort to schedule such medical/dental appointments outside the regular work day. When such a medical or dental appointment requires the Employee to be absent for less than their scheduled work day, credits shall be deducted for each hour or part thereof for which the Employee is absent from work.

ARTICLE 21 – PREGNANCY AND PARENTAL LEAVE

21.01 Pregnancy Leave

- a) An Employee who is employed by the Employer for at least thirteen (13) weeks preceding the due date shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act, as amended from time to time. Such leave will terminate, if the Employee is entitled to parental leave, seventeen (17) weeks from commencement of leave, or, if the Employee is not entitled to parental leave, on the later of seventeen (17) weeks after the pregnancy leave began, or six (6) weeks after date of delivery, still-birth or miscarriage.

- b) An Employee may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer two (2) weeks written notice of her intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that she is able to resume her work.
- c) An Employee who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The Employee giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

21.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to an Employee who adopts a child. It is understood that in cases of adoption, the Employee may cease duty immediately when the child becomes available. The Employee shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

21.03 Parental Leave

- a) Subject to the provisions of the Employment Standards Act, an Employee who has been employed by the Board for at least thirteen (13) weeks, and is the parent of a child, is entitled to a parental leave of absence without pay, following the birth of a child or the coming into the Employee's custody, care and control for the first time.
- b) Parental leave must normally begin when pregnancy leave ends, or within fifty two (52) weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.
- c) The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- d) The Employee may reduce the period of thirty-five (35) weeks for leave provided the Employee gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.
- e) Notwithstanding, an Employee may request a lesser period of notice of return to duty.

21.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35) consecutive weeks, if pregnancy leave was taken by that Employee, and thirty-seven (37) weeks otherwise. Credit for experience toward salary increments and sick leave accumulation shall continue during such leaves.

- 21.05** If, during a pregnancy but prior to the commencement of a pregnancy leave, an Employee obtains a certificate declaring her unable to continue employment due to illness, the Employee may use sick leave credits, if available.
- 21.06** For the full period of any pregnancy or parental leave granted under this Article, the Board agrees to continue the Employer's contributions to the premiums for the benefit plans in which the Employee was enrolled at the commencement of the leave unless the Employee requests otherwise in writing.
- 21.07** At the discretion of the Employer, pregnancy and parental leave may be granted to an Employee who has been employed with the Board for less than thirteen (13) weeks.
- 21.08** Upon expiration of a leave granted under this Article, the Employee shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same worksite, subject to Article 14. The Employee shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Supervisor at least four (4) weeks prior to returning to duty.
- 21.09** Subject to the layoff and just cause provisions of this Agreement, the Employer may not terminate or layoff an Employee entitled to pregnancy and/or parental leave.
- 21.10** Part-time Employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 21.11** Nothing in this Article shall remove from an Employee any entitlement under the Employment Standards Act.
- 21.12 Parenting Leave**
- Provided that it is a scheduled working day for the Employee, an Employee shall be entitled to a paid parenting leave of three (3) working days, inclusive of and consecutive to the date of birth of the child.
- Provided that it is a scheduled working day for the Employee, an Employee who adopts a child shall be entitled to a paid adoption leave of three (3) working days, inclusive of and consecutive to the date that the child comes into their care and custody for the first time.
- 21.13 SEB Plan**
- Provisions as described herein are found in LOU#2 of Part A - Central Terms.
- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

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

ARTICLE 22 – UNPAID LEAVES OF ABSENCE

22.01 In addition to the various types of leaves described in this Article, at their discretion, the Superintendent of Human Resources or designate may grant other paid or unpaid leaves of absence. The Employer shall not unreasonably refuse a request for a leave. When a request has been refused, the Employee shall receive a written response from the Superintendent of Human Resources or designate, indicating the reasons for such refusal.

22.02 Any leave granted under this Article shall be subject to the following provisions:

- a) The request shall indicate the dates the leave is to commence and end and shall be made in writing to the Supervisor with a copy to the President of the Bargaining Unit at least sixty (60) working days prior to the intended commencement date of the leave. In exceptional circumstances, this notification period may be waived;
- b) The length of the leave shall not exceed two (2) consecutive years;
- c) The Employee granted such a leave shall return to work in a position similar to that held at the commencement of the leave, and subject to the layoff provisions of the Collective Agreement. The Employee shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Supervisor at least four (4) weeks prior to returning to duty;

- d) The leave shall be without loss of seniority, salary, benefits during the term of the leave but the Employee shall retain the right to participate in the benefit plan applicable to the Employee, subject to the terms of the respective policies. The Employer agrees to continue coverage of the Employee's benefit plan at the Employee's sole expense and subject to the benefit provider's parameters. Such Employee shall remit full premium costs, monthly, in advance to the Employer, failing which benefit coverage for that Employee shall be cancelled upon fourteen (14) calendar days notice;
- e) The absence shall not unreasonably interfere with the efficient operation of the Employer's business.

ARTICLE 23 – WAGE GRID IMPLEMENTATION

23.01 The wage grids are comprised of 12 Levels and 5 incremental steps as follows:

- Step 1 (Minimum)
- Step 2 (Increment)
- Step 3 (Increment)
- Step 4 (Increment)
- Step 5 (Maximum)

23.02 Pay Equity has been established between the Employer and the Union and the parties agree to maintain Pay Equity as required under the provisions of the Pay Equity Act.

23.03 Step Progression

An Employee will progress to the next step on the wage grid effective September 1. In order to be eligible to progress, the Employee must have completed their probationary period.

23.04

- a) An Employee whose hourly rate is higher than the maximum rate for their classification shall be "red circled".
- b) In the event that the grid catches up with the "red circled" rate, the Employee will be placed in the grid at the next higher step in the level on September 1 of the applicable year.

23.05 Employees who are employed on a twelve month per year basis shall be paid the wages in twenty-six (26) bi-weekly instalments. Employees who are employed on the basis of less than twelve months per year shall be paid the wages in bi-weekly instalments during the period for which they are employed. Wages, subject to statutory or other authorized deductions, shall be paid by direct deposit to a financial institution which participates in the National Electronic Funds Transfer System as determined by the employee.

23.06 An Employee who is assigned to relieve in a higher classified position shall receive the hourly rate of pay for that classification, at the step next higher than the current hourly rate of the employee commencing on the first day in such relief assignment.

23.07 An Employee in a Custodial job classification shall receive a shift premium of fifty (\$0.50) cents per hour for all hours worked on any regularly scheduled shift in which fifty (50%) percent or more of the hours are worked between 5:00 pm and 8:00 am.

23.08

- a) Where a temporary Employee is hired into a permanent position, the Employee will be placed on the wage grid at the appropriate step based on continuous service in the position. They will then continue the progression through the steps until the maximum rate is achieved.
- b) A temporary Employee shall receive vacation pay calculated at 4% of the job rate and an allowance in lieu of benefits calculated at 2% of the job rate and shall pay appropriate Union dues.

23.09

- a) A casual Employee shall be paid the minimum rate for the classification for which they are employed. A casual Employee shall receive vacation pay calculated at 4% of the job rate.
- b) Notwithstanding, when a permanent active or surplus Employee is hired to do casual work in their same job classification, the Employee shall receive their current rate of pay.

23.10 A new Employee shall be paid at the minimum rate for the classification they are working in and upon completion of the probationary period, will progress on the steps of the grid at the next September 1.

23.11 No Employee shall be paid outside the grid.

23.12 Summer students shall be paid at minimum wage per hour plus 4% vacation pay, and shall be subject to deduction of appropriate Union dues.

23.13 When a current active employee who is in a position covered by the job classifications list in Article 15 is hired into an RECE position, the employee will be placed at a rate in the RECE grid that is equal to or is the closest rate above that of the employee's current rate of pay.

23.14 Change in Classification

- a) Where an Employee is the successful applicant for a position for which the Level is paid less than what the Employee is currently being paid, the Employee shall be paid at the same step in the new level.

- b) Where an Employee is the successful applicant for a position for which the Level is paid more than the Employee's current level, the Employee will be paid at a rate within the level for the new position which is at least five (5) percent greater than the former rate for that Employee, up to the next step in the level.

See Appendix 3 – Wage Grids

ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Should a new position within the scope of the bargaining unit be established by the Employer during the term of this Agreement, the Union shall be notified and shall receive a copy of the proposed job description.

The parties shall meet within thirty (30) working days in order to evaluate the position under the Job Evaluation Plan and to confirm the subsequent rate of pay as established by the wage grid applicable to the position.

In the event of an increase from the established level, the appropriate grid rate shall be applicable retroactive to the date the re-evaluation request was received from the Supervisor, by the Superintendent of Human Resources or designate.

Following a job evaluation, where a position moves to a higher band, the affected employee(s) moves to the same step in the new band.

If the rate has not been agreed upon by the time the position is in place, the rate established by the Employer shall apply.

24.02 Elimination of Present Classification

Prior to the elimination of a classification, the Union shall be given thirty (30) calendar days notice before the change is made.

ARTICLE 25 – BENEFITS

25.01 Long Term Disability

- a) Great West Life Insurance Long Term Disability Plan or equivalent coverage shall be required for all Employees regularly scheduled to work fifty percent (50%) or more of the normal hours of work for such assignment. One hundred percent (100%) of the premium shall be paid by the Employee through payroll deductions, with the Employer remitting the premium.

b) Cancellation of Long Term Disability (LTD) premium deduction

The Employer and the Union agree that upon written notification from the Employee and subject to meeting the criteria outlined below, the Employer shall cease premium deductions for a CUPE member who:

- will reach the age of 65 years within the next 120 calendar days; or
- will retire and qualify for an unreduced pension within the next 120 calendar days; or
- will retire and qualify for a reduced pension within the next 120 calendar days.

In all circumstances the Employee must provide a letter of retirement and documentation to the Employer, from OMERS, indicating pension entitlement with the request for cancellation. It is understood that an Employee invoking this action will be unable to access any benefits from the Long Term Disability plan in the future. An Employee will be required to reapply to determine eligibility for benefits in the event they choose to rescind their letter of retirement, subject to carrier requirements.

Upon written notification from the employee that they are eligible for an unreduced pension accompanied by the appropriate documentation from OMERS, and having been received in HR by the 15th of the month prior to the date on which the deduction is to cease, the employer shall cease premium deductions for LTD:

- a) the month of eligibility for the unreduced pension; or
- b) 120 days prior to qualifying for the unreduced pension.

- 25.02** The Employer agrees to remit the required contributions for properly enrolled Employees in the Ontario Municipal Employees Retirement System (O.M.E.R.S.).
- 25.03** The Employer agrees to maintain its coverage to the benefit plans as described for all members of the bargaining unit during the months of July and August, provided that the Employees who are not employed during July and August shall remit to the Employer their respective share of the premium contributions for such plans on or before June 30 in each year.
- 25.04** The Employee's share of the Employment Insurance Rebate available to the Employer shall be used to offset the premium costs of the benefit plan provided by the Employer.
- 25.05** An eligible Employee who is on an unpaid leave of absence or who is surplus may continue to participate in the benefit plan applicable to the Employee at the Employee's sole expense. Such Employee shall remit full premium costs monthly in advance to the Employer, failing which benefit coverage for that Employee shall be cancelled upon fourteen (14) calendar days notice.

ARTICLE 26 – RETIREMENT GRATUITY

Provisions are found in Section C13.00, Appendix B and LOU#2 of Part A – Central Terms.

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.

26.01 Retirement Gratuity provisions for the former Lanark, Leeds & Grenville, Prescott-Russell and Stormont, Dundas & Glengarry Divisions of the Board are located in Appendix 4 of this Collective Agreement.

- a) Employees employed in the former Lanark Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- b) Employees employed in the former Leeds & Grenville Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- c) Employees employed in the former Prescott-Russell Division of the Board as of August 31, 1999 shall retain the severance allowance or retirement gratuity provisions as set out in the Collective Agreement in effect on that date.
- d) Employees employed in the former Stormont, Dundas & Glengarry Division of the Board as of August 31, 1999 shall retain the retirement gratuity provisions as set out in the Collective Agreement in effect on that date.

26.02 An Employee who commences their employment with the Employer on or after September 1, 1999 and remains in the continuous service of the Employer until their retirement on immediate pension pursuant to the Ontario Municipal Employees Retirement System Plan in effect at their retirement date shall be entitled to receive a retiring allowance established in accordance with the following:

- a) as of the 1st day of September following the completion of two (2) years of service by the Employee and on each succeeding 1st day of September for a further four (4) years, the Employer shall allocate an amount of five hundred (\$500.00) dollars per eligible Employee (maximum \$2500.00 for an Employee);
- b) on retirement as provided above, the Employer's allocation and accrued interest annually thereon referable to that Employee shall be paid out to them.

The provisions of this Article are not available to any Employee who:

- a) is eligible for a retirement gratuity in accordance with Article 26.01 hereof;
- b) who resigns from employment prior to retirement on pension;
- c) who is discharged for just cause.

The provisions of this Article shall also be available to permanent Employees who on August 31, 1999, did not have a retirement gratuity available to them under Article 26.01. For the purposes of this Article only, allocation will commence for such Employees as of September 1, 1999.

26.03 All Instructors (LBS) who were in the employ of the Upper Canada District School Board up to and including August 31, 2003 and continuously thereafter shall be eligible for a retiring allowance under Article 26.02 with the allocation commencing September 1, 2003.

All English Language Learners (ELL) Instructors and Language Instructors for New Canadians (LINC) who were in the employ of the Upper Canada District School Board up to and including August 31, 2005 and continuously thereafter shall be eligible for a retiring allowance under Article 26.02 with the allocation commencing September 1, 2005.

26.04 In the event of the death of an eligible Employee prior to retirement, any gratuity or allocation, calculated as if the Employee had retired on the date of their death, shall be paid to their estate.

ARTICLE 27 – OCCUPATIONAL HEALTH AND SAFETY

27.01 The Parties agree that Employees, Supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers under The Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

27.02 Safety Shoes

The Employer and the Union recognize the improvements to workplace safety provided by CSA approved safety footwear for Facilities Services Employees. The use of such footwear is a condition of employment. Safety footwear provided by the Employer is to be used only for the work of the Employer. The Employer will contribute the sum of one hundred (\$100.00) dollars to each Employee, provided the cost of safety footwear exceeds one hundred (\$100.00) dollars. Subject to the Supervisor's approval, replacements will be provided on an as-needed basis.

27.03 Uniforms for Facilities Services and Courier Services Employees

The Employer and the Union recognize that the provision of uniforms contributes to the efficient operation of the schools. It is recognized by both parties that:

- a) Uniforms are for use only while at work;
- b) Identification of the Employer (logo) shall be on all shirts;
- c) Recognizing that Employees who first begin employment with the Upper Canada School Board may not have yet had a chance to receive their uniforms in the annual fall shipment, the Employer agrees to keep a supply of shirts available for new Employees;
- d) Employees who have not yet received a supply of uniforms (new Employees with the Board), shall receive four (4) new uniforms upon the first shipment of uniforms occurring after which the Employee began;
- e) After the original allotment of four (4) uniforms, Employees will receive three (3) uniforms annually thereafter, at the beginning of the school year;
- f) A Joint Committee comprised of an equal number of appointed Union Representatives and Employer Representatives to review on a yearly basis the allocation of uniforms. It is understood that this Committee will review the needs and quality of uniforms.

27.04 An Employee, or group of Employees who believe they are being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance at Step 2 of the Grievance Procedure.

ARTICLE 28 – JOB SECURITY

28.01 During the life of this Agreement, the Employer agrees not to contract out any work which would directly or indirectly result in the lay-off of Employees employed in the Bargaining Unit as at 1998 08 31.

28.02 During the life of this Agreement, the Employer agrees not to participate in the “Ontario Works” or similar programs if that participation will result in the lay-off of Employees employed by the Employer.

28.03 Volunteers, such as students, co-op students, parents and others, may be used to enhance the services provided by the Employer but they shall not be used to replace or reduce the hours of work or overtime of a Bargaining Unit Employee.

ARTICLE 29 – GENERAL CONDITIONS

29.01 The Employer shall provide space to accommodate an Employee to have their meals and keep their personal belongings. The Employer shall provide the Union with accommodation in premises owned by the Employer for Union meetings at no cost to the Union, subject to prior written notice and availability of space.

29.02 Personnel File

The personnel file of an Employee shall be maintained in the Human Resources Department of the Board. The file shall be available and open to the Employee for inspection in the presence of a Board Human Resources Representative by appointment, on twenty four (24) hours' notice, during the regular working hours of the department.

A copy of any document being added to an Employee's file shall be provided to the Employee at the time of filing. No document may be introduced at any step of the disciplinary grievance or arbitration processes, for which the Employee was not provided with a copy.

The Employee shall be entitled upon request to copies of any materials contained in the personnel file at no cost.

Where the Employee authorizes, in writing, access to the Employee's personnel file by a Union Representative acting on the Employee's benefit, the Board shall provide such access by appointment, as well as copies of documents contained therein.

29.03 Bulletin Boards

The Employer shall provide a bulletin board in each work location. The bulletin boards shall be used to post seniority lists and other items of interest to the Employees as distributed by the Employer. The Union shall be permitted the right to use the bulletin boards to post notices of interest to the Union members.

29.04 Inclement Weather

When, in the opinion of the Supervisor, it is considered hazardous for an Employee to travel to or from the work location, then the Employee shall be excused so long as the hazard continues to exist. If, in the opinion of the Employee, it is considered hazardous to travel, and the Supervisor and the Employee disagree, then the Employee shall be deducted one (1) day from the Disagree Hazardous bank, Article 20.08.

29.05 Medical Care

- a) A school office administrator or office assistant will not be compelled to give medical care to students.

- b) An employee providing medical procedures as a function contained with the duties of their job description shall do so in accordance with the Ministry of Education directives and/or where the employee has been appropriately trained to carry out the duty.
- c) The administration of medication will be carried out in accordance with Board guidelines and forms.
- d) The Board will ensure employees are insured through liability coverage in accordance with the Insurer's policy.

29.06 Technological Change

Prior to implementing any technological change which may substantially affect the working conditions of members of the bargaining unit, the Employer shall provide the Union with thirty (30) calendar days of notice. During the notice period, the Employer and the Union shall meet to discuss the effects of such changes on the Employee's with a view to minimizing any adverse effects. eg. training opportunities.

29.07 Professional Development

The Employer shall provide up to two (2) professional development days per year for professional development activities for all employees coming within the scope of this collective agreement. The Employer may elect to offer additional days. The professional activities shall normally occur on days when other District wide professional activities occur. However Employees may be asked to attend professional development opportunities on days other than the scheduled professional development days. Time spent at professional development activities shall be considered time at work.

A Joint Professional Development Committee comprised of three (3) representatives of each of the Union and the Employer shall meet to design and organize the professional development opportunities.

29.08 Course Costs

The Employer shall reimburse the cost of related courses, as requested in writing by the Employer, for an Employee to obtain better qualifications for the position for which the Employee currently holds.

29.09 Reimbursement of Expenses

An Employee shall be reimbursed for pre-authorized out-of-pocket expenses upon presentation of appropriate receipts and documents as verified by the immediate Supervisor.

The Employer shall reimburse an Employee for all reasonable expenses connected with any conferences, conventions, workshops, professional development or courses attended by the Employee at the request of the Employer.

- a) An Employee who is required to travel by the Employer between schools or other places of employment, shall be paid for such travel in accordance with Employer policy and procedures. An Employee who voluntarily selects assignments in two or more locations that require travel on the same day is exempt from the reimbursement of mileage expenses.
- b) In respect of other travel authorized by the Employer, an Employee shall receive kilometrage in accordance with Employer policy and procedure.

29.10 Job Performance/Evaluation

An Employee whose job performance/evaluation is considered unsatisfactory shall be notified in writing of the particulars of the complaint. Such Employee shall be provided with a reasonable period of time, not less than thirty (30) working days, to improve their performance to a satisfactory standard. The Employee's Supervisor shall indicate such assistance as may be required to help the Employee return to a satisfactory level of performance.

29.11 Criminal Reference Checks

- a) The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to regulation 521/01 of the Education Act or any other subsequent regulation or law dealing with the same matter are stored in a secure location and in a confidential manner. Access to such records and information shall be limited to the designated Board employees, who are not members of the Union.
- b) The Board shall not release any information about an Employee obtained pursuant to the Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

ARTICLE 30 – TERM OF AGREEMENT

- 30.01** This Agreement shall be subject to the terms of the School Board Collective Bargaining Act as amended from time to time and the central Memorandum of Settlement dated November 4th, 2019.
- 30.02** Any change deemed necessary in this local Agreement may be made by mutual agreement between the Union and the Employer at any time during the existence of this local agreement.

ARTICLE 31 – STRIKES AND LOCKOUTS

- 31.01** The Union agrees that it shall not cause, direct or consent to any strike, picketing or other collective action on the part of the Employees represented by the Union during the term of this Agreement as per the School Board Collective Bargaining Act as amended from time to time.

- 31.02** The Board agrees that it shall not cause or direct any lockout of its Employees during the term of this Agreement, as per the School Board Collective Bargaining Act as amended from time to time.
- 31.03** The Employer expects that all Employees in the bargaining unit will honour their contract at all times. However, the Employer does not expect an Employee to risk physical harm in the case of a conflict involving other parties.
- 31.04** An Employee who chooses to respect a lawful picket of another Union on any of the employer's premises shall not be entitled to be paid for failure to attend at work.

APPENDIX 1 – ARTICLE 15 JOB CLASSIFICATIONS

Level	Classification included in Level	Article 15 Reference (Hours of Work and Work Year)
1		
2		
3	Duplicating Operator	B
	Receptionist	B, E
4	TR Resource Room Assistant	E
5	Custodian	A
	Instructional Supervising Monitor	D
	Student Monitor	D
6	Administrative Support Assistant	B
	LINC Childminder	E
	Courier	A
	Maintenance 2	A
	TR Leger Settlement Outreach Worker	E
	Purchasing Assistant	B
	LINC Lead Childminder	E
	Learning Commons Informationist	C
	ELL Instructor	D
7	SEA Administrative Support Assistant	B
	Financial Assistant	B
	Accounts Payable Assistant	B
	Accounting Assistant	B
	Instructor (ESL/LINC/LBS)	E
	Payroll Assistant	B
8	Building Systems Specialist 2	A
	Educational Assistant	D
	School Support Assistant	D
	Instructional Assistant – Academic	D
	Instructional Assistant – School Based	D
	Elementary Office Assistant	C
	Secondary Office Assistant	B
	Administrative Assistant ~ Project	B
	Administrative Assistant ~ Facilities	B
9	Building Systems Specialist 1	A
	Speech-Language Assistant	D
	Support Specialist – ITS	B
	Technologist	B
	Lead Custodian	A
	RECE *	D
	Sign Language Interpreter – ASL English	D
	Language Acquisition Support Worker	D
10	Maintenance 1	A
	Software Analyst	B
	Elementary Office Administrator	C
	Secondary Office Administrator	B
	TR Leger – Office Administrator	B
11	Senior Technologist	B
	TR Leger Team Leader (LINC/ESL/LBS/IS)	E
	Itinerant Student Support Worker	D
12	Head Custodian	A

Updated May 2020

Designated Early Childhood Educator – as per MOA dated July 14, 2010

- Registered Early Childhood Educator – name change, dated September 1, 2015 ; Level 9 for pay equity – July 2017

APPENDIX 2 – ARTICLE 17 PAID HOLIDAYS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
19	20 10M=F/V 12M=W/F/V	21 10M=F/V 12M=W/F/V	22 10M=F/V 12M=W/F/V	23 10M=F/V 12M=W/F/V	24 10M=F/V 12M=W/F/V @ 0.5	25
26	27 Christmas Day	28 Boxing Day	29 Holiday	30 Holiday	31 New Year's Day	1
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
20	21 10M=F/V 12M=W/F/V	22 10M=F/V 12M=W/F/V	23 10M=F/V 12M=W/F/V	24 10M=F/V 12M=W/F/V @ 0.5	25 Christmas Day	26
27	28 Boxing Day	29 Holiday	30 Holiday	31 10M=F/V 12M=W/F/V @ 0.5	1 New Year's Day	2
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
21	22 10M=F/V 12M=W/F/V	23 10M=F/V 12M=W/F/V	24 10M=F/V 12M=W/F/V @ 0.5	25 Christmas Day	26 Boxing Day	27
28	29 Holiday	30 Holiday	31 10M=F/V 12M=W/F/V @ 0.5	1 New Year's Day	2 10M=F/V 12M=W/F/V	3
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
22	23 10M=F/V 12M=W/F/V	24 10M=F/V 12M=W/F/V @ 0.5	25 Christmas Day	26 Boxing Day	27 Holiday	28
29	30 Holiday	31 10M=F/V 12M=W/F/V @ 0.5	1 New Year's Day	2 10M=F/V 12M=W/F/V	3 10M=F/V 12M=W/F/V	4
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
23	24 10M=F/V 12M=W/F/V @ 0.5	25 Christmas Day	26 Boxing Day	27 Holiday	28 Holiday	29
30	31 10M=F/V 12M=W/F/V @ 0.5	1 New Year's Day	2 10M=F/V 12M=W/F/V	3 10M=F/V 12M=W/F/V	4 10M=F/V 12M=W/F/V	5
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
24	25 Christmas Day	26 Boxing Day	27 Holiday	28 Holiday	29 10M=F/V 12M=W/F/V	30
31	1 New Year's Day	2 10M=F/V 12M=W/F/V	3 10M=F/V 12M=W/F/V	4 10M=F/V 12M=W/F/V	5 10M=F/V 12M=W/F/V	6
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
25	26 Christmas Day	27 Boxing Day	28 Holiday	29 Holiday	30 10M=F/V 12M=W/F/V	31
1	2 New Year's Day	3 10M=F/V 12M=W/F/V	4 10M=F/V 12M=W/F/V	5 10M=F/V 12M=W/F/V	6 10M=F/V 12M=W/F/V	7

LEGEND:

10M=F/V 10-month employee must utilize Float or Vacation Day; otherwise

unpaid 12M=W/F/V 12-month employee can work, or utilize Float or Vacation;

12M=W/F/V @0.5 12-month employee can work, or utilize Float or Vacation for half-day, other half day off as per collective agreement; subject to 17.03

Holiday Denotes day off as per collective agreement (ie. Remembrance Day and January 2nd)

EXCEPTIONS:

1. If the provincial or federal government denote Remembrance Day as a statutory holiday, the above calendar will require adjustment on an annual basis.
2. If the Ministry of Education approve a school year calendar that does not indicate the Christmas Break as identified above, the calendar for that corresponding school year will require adjustment.

APPENDIX 3 – ARTICLE 23 WAGE GRID IMPLEMENTATION

CUPE WAGE GRID

2018-2019 Wage Grid (rounded to the nearest cent)

Effective August 31, 2019

+0.50%

	Minimum Step 1	Incr1 Step 2	Incr2 Step 3	Incr3 Step 4	Maximum Step 5
Level 1	\$17.11	\$17.54	\$18.03	\$18.48	\$18.95
Level 2	\$17.71	\$18.21	\$18.69	\$19.19	\$19.67
Level 3	\$18.34	\$18.84	\$19.36	\$19.86	\$20.35
Level 4	\$18.97	\$19.50	\$20.01	\$20.53	\$21.06
Level 5	\$19.59	\$20.15	\$20.67	\$21.24	\$21.75
Level 6	\$20.24	\$20.77	\$21.37	\$21.91	\$22.45
Level 7	\$20.86	\$21.44	\$22.00	\$22.57	\$23.16
Level 8	\$21.50	\$22.08	\$22.67	\$23.29	\$23.84
Level 9	\$22.12	\$22.73	\$23.36	\$23.97	\$24.54
Level 10	\$22.75	\$23.40	\$24.01	\$24.61	\$25.26
Level 11	\$23.39	\$24.03	\$24.69	\$25.30	\$25.95
Level 12	\$24.02	\$24.69	\$25.32	\$25.98	\$26.65

2018-2019 Wage Grid (rounded up to the next cent)

Effective September 1, 2019

+1.00%

	Minimum Step 1	Incr1 Step 2	Incr2 Step 3	Incr3 Step 4	Maximum Step 5
Level 1	\$17.28	\$17.72	\$18.21	\$18.66	\$19.14
Level 2	\$17.89	\$18.39	\$18.88	\$19.38	\$19.87
Level 3	\$18.52	\$19.03	\$19.55	\$20.06	\$20.55
Level 4	\$19.16	\$19.70	\$20.21	\$20.74	\$21.27
Level 5	\$19.79	\$20.35	\$20.88	\$21.45	\$21.97
Level 6	\$20.44	\$20.98	\$21.58	\$22.13	\$22.67
Level 7	\$21.07	\$21.65	\$22.22	\$22.80	\$23.39
Level 8	\$21.72	\$22.30	\$22.90	\$23.52	\$24.08
Level 9	\$22.34	\$22.96	\$23.59	\$24.21	\$24.79
Level 10	\$22.98	\$23.63	\$24.25	\$24.86	\$25.51
Level 11	\$23.62	\$24.27	\$24.94	\$25.55	\$26.21
Level 12	\$24.26	\$24.94	\$25.57	\$26.24	\$26.92

2020-2021 Wage Grid (rounded up to the next cent)

Effective September 1, 2020

+1.00%

	Minimum Step 1	Incr1 Step 2	Incr2 Step 3	Incr3 Step 4	Maximum Step 5
Level 1	\$17.45	\$17.90	\$18.39	\$18.85	\$19.33
Level 2	\$18.07	\$18.57	\$19.07	\$19.57	\$20.07
Level 3	\$18.71	\$19.22	\$19.75	\$20.26	\$20.76
Level 4	\$19.35	\$19.90	\$20.41	\$20.95	\$21.48
Level 5	\$19.99	\$20.55	\$21.09	\$21.66	\$22.19
Level 6	\$20.64	\$21.19	\$21.80	\$22.35	\$22.90
Level 7	\$21.28	\$21.87	\$22.44	\$23.03	\$23.62
Level 8	\$21.94	\$22.52	\$23.13	\$23.76	\$24.32
Level 9	\$22.56	\$23.19	\$23.83	\$24.45	\$25.04
Level 10	\$23.21	\$23.87	\$24.49	\$25.11	\$25.77
Level 11	\$23.86	\$24.51	\$25.19	\$25.81	\$26.47
Level 12	\$24.50	\$25.19	\$25.83	\$26.50	\$27.19

2021-2022 Wage Grid (rounded up to the next cent)

Effective September 1, 2020

+1.00%

	Minimum Step 1	Incr1 Step 2	Incr2 Step 3	Incr3 Step 4	Maximum Step 5
Level 1	\$17.62	\$18.08	\$18.57	\$19.04	\$19.52
Level 2	\$18.25	\$18.76	\$19.26	\$19.77	\$20.27
Level 3	\$18.90	\$19.41	\$19.95	\$20.46	\$20.97
Level 4	\$19.54	\$20.10	\$20.61	\$21.16	\$21.69
Level 5	\$20.19	\$20.76	\$21.30	\$21.88	\$22.41
Level 6	\$20.85	\$21.40	\$22.02	\$22.57	\$23.13
Level 7	\$21.49	\$22.09	\$22.66	\$23.26	\$23.86
Level 8	\$22.16	\$22.75	\$23.36	\$24.00	\$24.56
Level 9	\$22.79	\$23.42	\$24.07	\$24.69	\$25.29
Level 10	\$23.44	\$24.11	\$24.73	\$25.36	\$26.03
Level 11	\$24.10	\$24.76	\$25.44	\$26.07	\$26.73
Level 12	\$24.75	\$25.44	\$26.09	\$26.77	\$27.46

CUPE (REGISTERED EARLY CHILDHOOD EDUCATORS) Wage Grid

2018-2019 Wage Grid (rounded to the nearest cent)

Effective August 31, 2019

+0.50%

Letter of Permission - Unqualified	\$19.59
Qualified 0 years of experience	\$21.25
Qualified 1 years of experience	\$22.85
Qualified 2 years of experience	\$24.49
Qualified 3 years of experience	\$26.12
Qualified 4+ years of experience	\$27.76

2019-2020 Wage Grid (rounded to the nearest cent)

Effective September 1, 2019

+1.00%

Letter of Permission - Unqualified	\$19.79
Qualified 0 years of experience	\$21.46
Qualified 1 years of experience	\$23.08
Qualified 2 years of experience	\$24.73
Qualified 3 years of experience	\$26.38
Qualified 4+ years of experience	\$28.04

2020-2021 Wage Grid (rounded to the nearest cent)

Effective September 1, 2020

+1.00%

Letter of Permission - Unqualified	\$19.99
Qualified 0 years of experience	\$21.67
Qualified 1 years of experience	\$23.31
Qualified 2 years of experience	\$24.98
Qualified 3 years of experience	\$26.64
Qualified 4+ years of experience	\$28.32

2021-2022 Wage Grid (rounded to the nearest cent)

Effective September 1, 2021

+1.00%

Letter of Permission - Unqualified	\$20.19
Qualified 0 years of experience	\$21.89
Qualified 1 years of experience	\$23.54
Qualified 2 years of experience	\$25.23
Qualified 3 years of experience	\$26.91
Qualified 4+ years of experience	\$28.60

APPENDIX 4 – RETIREMENT GRATUITY ARTICLES FROM PREDECESSOR BOARDS

**1. Lanark County Board of Education,
Custodial, OSSTF District 42
Article 16.00 Retirement Gratuity - Custodial**

16.01 An Employee on staff on August 31, 1977 and continuously thereafter who ceases to be employed on account of age or ill health and is not dismissed for cause, and who satisfies the Employer that the Employee will receive a pension commencing within one (1) year following cessation of employment with the employer, shall receive as a retirement gratuity an amount calculated as follows:

Accumulated Sick Leave Credit	Number of Years Continuous Service	Last Annual Salary Rate
(Maximum 280 days)	X (Maximum 20)	X
280	20	2

The gratuity may be paid in a lump sum or in not more than three (3) installments, at a time or time mutually agreeable. In the event of the death of an eligible employee subsequent to retirement, the appropriate gratuity shall be paid to the estate.

16.02 An Employee to whom Article 16.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for cause, and who satisfies the Employer that the Employee will receive a pension commencing within one (1) year following cessation of employment with the Employer, shall receive as a retirement gratuity an amount calculated according to the formula in Article 16.01, except that such retirement gratuity shall not exceed the sum of five thousand dollars (\$5,000.00).

16.03 In the event of the death of an eligible Employee prior to retirement, any gratuity, calculated as if the Employee had retired on the date of the death, shall be paid to the estate.

Lanark County Board of Education and CUPE Local 1935
Secretarial, Educational Assistants and Technical

Article 29.00 Retirement Gratuity – Secretarial, Educational Assistants

29.01 An employee on staff on September 30, 1977, and continuously thereafter, who ceases to be employed on account of age or ill health and is not dismissed for cause, shall receive as a retirement gratuity an amount calculated as follows:

Accumulated Sick Leave Credit (Maximum 250 days)	X	Number of Years Continuous Service (Maximum 20)	X	Last Annual Salary Rate
250		20		2

The gratuity may be paid in a lump sum or in not more than three (3) installments, at a time or times mutually agreeable. In the event of the death of an eligible employee subsequent to retirement, the appropriate gratuity shall be paid to their estate.

29.02 An employee to who Article 29.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for just cause, and who satisfies the Board that they will receive a pension commencing within one (1) year following cessation of employment with the Board, shall receive as a retirement gratuity an amount calculated in accordance with the formula in Article 29.01 except that such retirement gratuity shall not exceed the sum of five thousand dollars (\$5,000.00).

29.03 In the event of the death of an eligible employee prior to retirement, any gratuity, calculated as if the employee had retired on the date of the death, shall be paid to the estate.

2. Leeds and Grenville County Board of Education, Central Office Association

20.04

- (a) Except as herein specifically provided, the accumulation of sick leave credits for use as a potential retirement gratuity is eliminated as of January 1, 1995.
- (b) Employees in the bargaining unit as of January 1, 1995 and who either:
 - (i) are within ten (10) years of eligibility for receipt of a pension pursuant to the OMERS plan, or,
 - (ii) have, as of January 1, 1995 ten (10) years of credited, active, continuous service with the Board, shall on written notice to the Board, be entitled to retain access to a retirement gratuity equal to one-half the number of days

credited to the employee's sick leave account, to a maximum of 125 days which shall not exceed a maximum of one-half year of salary at the date of retirement. Such notice shall be forwarded to the attention of the Superintendent of Business within ten (10) days of ratification of the renewal agreement. In the event that such notice is not provided as indicated, any such employee shall be entitled to the appropriate payment and terms as described in the Letter of Understanding attached to this agreement as Schedule "C".

- (c) For the benefit of those employees who satisfy either criterion of (b) hereof and who elect to retain access to retirement gratuity, both parties agree that such access shall not be altered, amended or removed unless approved by a separate majority vote of the employees so entitled.

19.05 Leeds and Grenville County Board of Education CUPE Local 1258
(This provision applies only to Office, Clerical, Technical and Teacher Assistants)

- (a) An employee who retires on immediate pension, subject to a minimum of ten (10) years of credited, active, continuous services as set out in Article 19.01, shall be entitled to a retirement gratuity equal to one-half the number of days standing to the employee's credit to a maximum of 125 days which maximum shall not exceed a maximum of one-half year's salary at the time of retirement, in accordance with Section 158(1) of the Education Act, R.S.O. 1980, chapter 129, as amended from time to time.
- (b) In the event of the death of an eligible employee as described in (a) prior to retirement, any gratuity calculated as if the employee had retired on the date of their death shall be paid their beneficiary as named in the employees group life insurance policy with the employer or and alternative beneficiary named in writing by the employee and in the event of no such beneficiary being named, to the estate of the deceased employee.

19.06 Leeds and Grenville County Board of Education CUPE 1258
Custodial and Maintenance Services employees

An employee, who retires pursuant to the provisions of the Ontario Municipal employees' Retirement Plan in effect at the time of retirement shall be paid a gratuity for the accumulated sick leave credited to the employee's account at the rate of fifty percent (50%) of regular annual earnings at retirement to a maximum of two hundred (200) days based on the formula:

No. of sick leave credits not to exceed 200 days	x	50% regular annual earnings at retirement
200		

An employee who commences their employment with the Board on or after March 1, 1975 must have a minimum of ten (10) years of continuous, active service with this Board or predecessor Boards to qualify for the provisions of this Article.

An employee who is hired and begins work on or after March 1, 1985 shall not accumulate sick leave credits for retirement gratuity purposes.

In the event of the death of an eligible employee prior to a retirement, any gratuity calculated as if the employee had retired on the date of their death shall be paid to their beneficiary as named in the employee's term insurance policy with the Board or an alternative beneficiary named in writing by the employee and, in the event of no beneficiary being named, to the estate of the deceased employee.

Both parties agree that this Article shall not be removed or amended unless approved by a majority of the affected employees hired before March 1, 1985 and by a majority of the affected employees hired after March 1, 1985. If it is not approved by both groups individually, then the Articles cannot be deleted or changed.

**3. Prescott-Russell County Board of Education CUPE 1266
Office, clerical, technical, custodial**

20.02 An employee hired after August 31, 1987, shall be entitled to an accrual of all unused portion of sick leave to a maximum of 240 days.

20.07 Severance Allowance (for employees hired by the Board on or before August 31, 1987)

On severance after one year of service, an employee having sick leave to **their** credit shall receive a salary grant in lieu thereof, equal to a maximum of one half year of regular pay. In the event of death, all accrued sick leave to a maximum of one half year of regular pay shall be paid as a cash settlement to their estate or beneficiary. Regular pay means the rate of pay in effect before severance occurs.

On retirement an employee having sick leave to **their** credit shall receive a salary grant equal to their accrued sick leave to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

20.08 Retirement Allowance (for employees hired after August 31, 1987)

On retirement, an employee having sick leave to their credit shall receive a salary grant equal to the following chart:

05 - 09 years	10% accumulated sick days
10 – 14 years	20% accumulated sick days
15 – 19 years	30% “ “
20 – 24 years	40% “ “
25 +	50% ” ”

to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement allowance shall be paid to their estate or the beneficiary.

Prescott-Russell County Board of Education
Teaching Support Staff Policy Retirement Gratuity

Upon retirement, an employee having sick leave to their credit shall receive a salary grant equal to the following chart:

05 – 09 years	10% accumulated sick days
10 – 14 years	20% accumulated sick days
15 – 19 years	30% accumulated sick days
20 – 24 years	40% accumulated sick days
25 + years	50% accumulated sick days

to a maximum of one half year of regular pay at the rate of pay effective immediately prior to retirement.

In case of death, the retirement gratuity shall be paid to **their** estate or the beneficiary.

4. Stormont, Dundas and Glengarry Public School Board, CUPE Local 782 Maintenance (custodial and maintenance)

Section 14.01

A PLAN FOR CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITIES

Where as it is the desire of the Stormont, Dundas and Glengarry County Board of Education to provide a means whereby the members of the custodial and maintenance staff of the Board will not suffer undue hardship by reason of sickness, particularly sickness over a prolonged period, and to provide on retirement a gratuity for service based on cumulative sick leave credits:

15. An eligible employee retiring from employment with the Board by reason of health or age, or for any reason approved by the Board, after five (5) years or more of continuous service with the Stormont, Dundas and Glengarry Public School Board shall be entitled to a retirement gratuity calculated in accordance with the following table:

5 years of service	12% of cumulative sick leave credits "x" daily rate of pay
6	14%
7	16%
8	18%
9	20%
10	22%
11	24%
12	26%
13	28%
14	30%
15	32%
16	34%
17	36%
18	38%
19	40%
20	42%
21	44%
22	46%
23	48%
24	50%

16. (a) The daily rate of pay as used in the calculations of the retirement gratuity in section 15 shall be defined as eight (8) times the basic hourly rate for the job classification of the employee at the time of retirement.
- (b) In calculating service for the purpose of Section 15, service with the Stormont, Dundas and Glengarry Public School Board shall include continuous service with a former public or secondary school board in the school division of this Board,

provided the employee was in the employ of such Board on December 31, 1968, and provided the continuous services ends on that date.

(c) In any event, the retirement gratuity shall not exceed an amount equal to one-half (1/2) the pay of the employee for one (1) year calculated at the basic hourly rate for the job classification of the employee at the time of retirement.

17. In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this Plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

Stormont, Dundas and Glengarry District School Board Retirement Gratuity Provision: OPEIU Collective Agreement

13. An eligible employee retiring from employment with the Board by reason of health or age, or any reason approved by the Board after ten (10) or more years continuous service with the Board, shall be entitled to a retirement gratuity in accordance with the following table:

<u>Length of Service in Years</u>	<u>Percentage of Sick Leave Credits</u>
10	30% of 260 days, or accumulated sick leave credits at the time of retirement, whichever is the lesser, times the daily rate of pay
11	32%
12	34%
13	36%
14	38%
15	40%
16	42%
17	44%
18	46%
19	48%
20 and over	50%

14. Continuous service for the purpose of Section 13 shall include continuous service with a former school board in the school division of this Board, providing the employee was in the employ of such Board on December 31, 1968 and provided the continuous service ends on that date.

15. The daily rate of pay as used in the calculation of the retirement gratuity in Section 13 shall be defined as 1/260 of the annual salary of the employee at the time of retirement.

16. In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the designated beneficiary or to the estate of the deceased employee.

LETTER OF UNDERSTANDING #1

BETWEEN

The Upper Canada District School Board

AND

CUPE LOCAL 5678

RE: Summer Hours

The Parties agree during the life of this agreement, Employees in the twelve (12) month Office, Clerical and Technical Employee groups will have the option to participate in a four (4) day summer work week. These Employees shall have the opportunity to accumulate up to forty-nine (49) hours from September to June each school year by working additional time on a regularly scheduled basis.

The scheduling of time to be accumulated and the utilization must be mutually agreed to between the Employee and their Supervisor and will not interfere with the operational requirements of the Employer.

The summer work day schedule will not apply for the weeks of the Canada Day and the week immediately preceding the start of the school year. The schedule for these weeks will revert, for those weeks only, to the normal hours of work referred to in the provisions of Article 15.01 (b).

LETTER OF UNDERSTANDING #2

BETWEEN

The Upper Canada District School Board

AND

CUPE LOCAL 5678

Re: Educational Assistant Staffing

The Parties agree that within 60 days of ratification, a joint working group, comprised of 4 members from each of the employer and the union, will be established whose purpose will be to discuss Educational Assistant Staffing. The objective of this meeting will be to understand questions Educational Assistants might have about the process and opportunities they may see for the next collective agreement relating to staffing. The committee will meet a minimum of two (2) times a year.

This LOU is in effect until the end of the current agreement, August 31, 2022.

LETTER OF UNDERSTANDING #3

BETWEEN

The Upper Canada District School Board

AND

CUPE LOCAL 5678

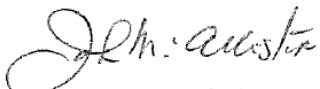
Re: Displacement Process

The Parties agree that within 60 days of ratification a meeting will be held and the purpose will be to discuss the displacement process and opportunities to consider vacancies as bump options.


This LOU is in effect until the end of the current agreement, August 31, 2022.

BETWEEN
UPPER CANADA DISTRICT SCHOOLBOARD
AND
CUPE LOCAL 5678

For the Board


Signature of Chair

May 27, 2020
Date


Signature of Director

May 27, 2020
Date

For the Union

Signature

Date



May 27,
2020

Signature

Date



:cmg/cope 491-May 25, 2020