

# **COLLECTIVE AGREEMENT**

**Between the**

**York Region District  
School Board**

**And the**

**Canadian Union of Public Employees  
Local 1196**



**Part "A" – CUPE Central Collective Agreement  
Part "B" – CUPE Local 1196 Collective Agreement**

**September 1, 2019 to August 31, 2022**

Subject to errors & Omissions

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## CUPE – PART A: CENTRAL TERMS

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

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

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

### C2.00 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C4.3 Meetings of the Committee**

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

### **C4.4 Selection of Representatives**

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

### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

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



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

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

#### **C4.7 Referral of Disputes**

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

#### **C4.8 Carriage Rights**

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

#### **C4.9 Responsibility to Communicate**

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

#### **C4.10 Language of Proceedings**

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

#### **C4.11 Definition of Dispute**

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

#### **C4.12 Notice of Disputes**

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

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

#### **C4.13 Referral to the Committee**

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

#### **C4.14 Timelines**

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

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

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

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

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

#### **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

##### **C5.1 Eligibility and Coverage**

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").

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

## **C5.2 Funding**

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

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

Funding will be made retroactive to September 1, 2019.

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

### **C5.3 Cost Sharing**

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

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

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

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

### **C5.5 Payment in Lieu of Benefits**

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

### **C5.6 Benefits Committee**

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

### **C5.7 Privacy**

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

## C6.00

## SICK LEAVE

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

#### Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

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

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

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

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

#### a) Sick Leave Benefit Plan

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

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

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **f) WSIB & LTD**

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



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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

## **h) Proof of Illness**

### **Sick Leave Days Payable at 100%**

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

### **Short-Term Disability Leave**

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

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

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

## **i) Notification of Sick Leave Days**

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

## **j) Pension Contributions While on Short Term Disability**

### **Contributions for OMERS Plan Members:**

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

### **Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

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

**C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

## **C11.00**

### **UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

#### **Negotiations Committee**

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

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

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

### **C12.1 Family Medical Leave or Critical Illness Leave**

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

### **Supplemental Employment Benefits (SEB)**

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

### **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

### **C14.00 SPECIALIZED JOB CLASSES**

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

**APPENDIX A**

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

## **APPENDIX B**

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

### **Other Retirement Gratuities**

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



**APPENDIX C - MEDICAL CERTIFICATE**

**PART 1**

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:  
**dd mm yyyy**

No limitations and/or restrictions

Return to work date: **dd mm yyyy**

**For limitations and restrictions, please complete Part 2.**

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

**PART 2 – Physical and/or Cognitive Abilities**

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

**PHYSICAL (if applicable)**

**Walking:**

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

**Standing:**

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

**Sitting:**

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

**Lifting from floor to waist:**

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes                       No

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. <b>(Complete Part 2)</b>			
<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
<b>PART 3 – Confirmation and Attestation</b>				
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>				
I confirm all of the information provided in this attestation is accurate and complete:			<input type="checkbox"/>	
<b>Completing Health Care Professional Name:</b> (Please Print)				
<b>Date:</b>				
<b>Telephone Number:</b>				
<b>Signature:</b>				

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

Additional or follow up information may be requested as appropriate.

## **LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

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

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

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

## LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

#### **STATUTORY/PUBLIC HOLIDAYS**

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

#### **WSIB TOP-UP**

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

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

## **Common Central Provisions**

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

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

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

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year. Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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



### **RETIREMENT GRATUITIES**

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

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

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
  - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
  - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.

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

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Education Worker Protection Fund**

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

- i. Schools boards and the CUPE local shall jointly apply for funding to reinstate affected positions. This funding shall be available from the date of central ratification until August 31, 2022 for the affected employees' work year.
- ii. Affected positions are those that were reduced either by lay off or reduction to hours effective August 31, 2019 as a result of the expiry of LOU #3, Job Security: Protected Complement. This does not apply to positions reduced in accordance with LOU #3, Job Security: Protected Complement.
- iii. LOU #3, Job Security: Protected Complement will apply to reinstated positions through the use of this fund.
- iv. The local unions and local school boards will meet as soon as practical, and no later than 30 days after the date of central ratification, to discuss the implementation of this LOU.
- v. A reconciliation process shall be established to confirm that the positions have been reinstated to the appropriate school boards. Any disputes regarding the implementation, administration and the reconciliation of this LOU will be submitted to the Central Dispute Resolution Committee by December 31, 2019. Any disputes not resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.

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

## APPENDIX D

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

### Notes:

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**RE: Professional Development**

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

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

## **LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;



- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Understanding expires on August 30, 2022.

## **LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

### **PREAMBLE:**

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

### **I. MANDATE OF THE COMMITTEE**

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

### **II. DELIVERABLES**

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

### **III. MEMBERSHIP**

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

### **IV. CO-CHAIR SELECTION**

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

**V. OTHER**

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**RE: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

Michelle Flaherty  
Kathleen O'Neil  
Bram Herlich  
Graham Clarke

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives**

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Provincial Working Group – Health and Safety**

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

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



## **LETTER OF UNDERSTANDING #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Training**

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

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

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

Topics the training program will address are the following:

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

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent CUPE represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and that the day will not be designated as SULP. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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

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

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT #15**

**BETWEEN**

**The Canadian Union of Public Employees**

**(Hereinafter "CUPE")**

**AND**

**The Council of Trustees' Associations**

**(Hereinafter the "CTA/CAE")**

**RE: Pilot Project on Expedited Mediation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Expedited Arbitration**

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

This Letter of Agreement expires August 31, 2022.

**Historical Appendix of Central Terms – For Reference Only**

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

**LETTER OF UNDERSTANDING #9  
BETWEEN  
The Ontario Public School Board Association  
(hereinafter called 'OPSBA')  
AND  
The Ontario Catholic School Trustees Association  
(hereinafter called 'OCSTA')  
AND  
L'Association des conseils scolaires des écoles publiques de l'Ontario  
(hereinafter called 'ACEPO')  
AND  
L'Association franco-ontarienne des conseils scolaires catholiques  
(hereinafter called 'AFOCSC')  
AND  
The Canadian Union of Public Employees / Syndicat canadien de la fonction publique  
(hereinafter called 'CUPE')  
AND  
The Crown**

**RE: Benefits**

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

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

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

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

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

### **1.0.0 PRINCIPLES**

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

### **2.0.0 GOVERNANCE**

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

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

#### **3.0.0 ELIGIBILITY and COVERAGE**

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

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in

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

#### **4.0.0 FUNDING**

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

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on September 1, 2016.
  - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.



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

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

**4.2.0 On-Going Funding**

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
  - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
  - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs.

- The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.
- ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
  - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

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

#### **5.0.0 SHARED SERVICES**

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

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

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

## **7.0.0 ACCOUNTABILITY**

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

## **8.0.0 TRANSITION COMMITTEE**

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

## **9.0.0 PAYMENTS**

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

## **10.0.0 ENROLMENT**

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

### **11.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

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

### **12.0.0 CLAIMS SUPPORT**

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

### **13.0.0 PRIVACY**

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

## Appendix A – HRIS File

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

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

**Historical Appendix of Central Terms – For Reference Only**

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

**LETTER OF UNDERSTANDING #9  
BETWEEN  
THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
(HEREINAFTER CALLED 'OPSBA')  
AND  
THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION  
(HEREINAFTER CALLED 'OCSTA')  
AND  
L'ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO  
(HEREINAFTER CALLED 'ACEPO')  
AND  
L'ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES  
(HEREINAFTER CALLED 'AFOCSC')  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES / SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE  
(HEREINAFTER CALLED 'CUPE')  
AND  
THE CROWN  
RE: **BENEFITS****

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

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

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



letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

### **1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
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- 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.

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- 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.
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  - 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.
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- 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 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

#### **5.0.0 SHARED SERVICES**

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

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

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
  - a. The trustees' selection of the Trust auditors and the Trust actuaries;
  - b. The annual reports of the Auditors and actuaries;
  - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
  - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
  - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
  - f. Validation of the sustainability of the respective Plan Design;
  - g. Establishing member contribution or premium requirements, and member deductibles if any;
  - h. Identifying efficiencies that can be achieved;
  - i. The design and amendment of the Funding policy;
  - j. The investment Policy and changes to the Investment Policy; and

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

#### **7.0.0 ACCOUNTABILITY**

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

#### **8.0.0 TRANSITION COMMITTEE**

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

#### **9.0.0 PAYMENTS**

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

### **10.0.0 ENROLMENT**

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

### **11.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

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

### **12.0.0 CLAIMS SUPPORT**

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

### **13.0.0 PRIVACY**

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

## **PART B – LOCAL TERMS**

### **PART L.A – GENERAL**

#### **LA.1.0 – SCOPE AND RECOGNITION**

- LA.1.1 The word “employee” or “employees” wherever used in this Collective Agreement shall mean the employees of the York Region District School Board in the collective bargaining unit set out in A.1.2.
- LA.1.2 The Board recognizes the Union as the sole and exclusive bargaining agent for all employees of the Board in the Region of York save and except Supervisor Facility Services, supervisors, forepersons, chief engineers, assistant community access and caretaking, the assistant of facility services, cafeteria managers, persons above any of the aforesaid ranks, office and clerical staff, teachers as defined in the Teaching Profession Act, registered nurses, students employed during the school vacation period, persons regularly employed for not more than twenty (20) hours per week.
- LA.1.3 Wherever the singular or masculine is used in this Collective Agreement, it shall be construed as if the plural or feminine has been used where the context of the party or parties hereto so requires.

#### **LA.2.0 – DURATION OF AGREEMENT**

- LA. 2.1 The parties hereto agree that this Collective Agreement shall be effective from the 1st day of September 2019 until the 31st day of August 2022 and thereafter from year to year unless notice of desire to amend or terminate this Collective Agreement is given by either party to the other party within a period of not less than thirty (30) calendar days, nor more than ninety (90) calendar days prior to the expiry date of this Collective Agreement.
- LA. 2.2 If notice of desire to amend or terminate this Collective Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after the giving of such notice if requested to do so, or at such other time as is mutually agreed upon by the parties.

#### **LA.3.0 – NO STRIKES – NO LOCKOUTS**

- LA.3.1 The Board undertakes that there will not be a lockout as defined in the Labour Relations Act during the term of this Collective Agreement.
- LA.3.2 The Union undertakes that there shall be no strike as defined in the Labour Relations Act during the term of this Collective Agreement.
- LA.3.3 No bargaining unit employee shall be required to perform the duties of any other employee of the Board who is engaged in a legal strike or lockout.

## **LA.4.0 – GRIEVANCE AND ARBITRATION PROCEDURES**

LA.4.1 For the purposes of the Collective Agreement, a complaint under this section and/or grievance is defined as being a claim that there has been a violation of this Collective Agreement and that the Board or the Union has acted, for the purpose of application, administration or interpretation, in a manner which violates this Collective Agreement.

LA.4.2 If any employee has a complaint, the employee shall first discuss the complaint with his immediate supervisor. The employee may be accompanied by a Union Steward when agreed upon by the Chief Steward and Manager of Caretaking Services or Manager of Maintenance Services. Where the matter relates to the application of formal discipline, the employee shall proceed directly to Step 1.

For purposes of the grievance procedure, the immediate supervisor is defined as follows:

In an elementary school, the immediate supervisor shall be the Principal, Vice-Principal and/or the Supervisor of Facility Services. In a secondary school, the immediate supervisor shall be the Principal, Vice-Principal and/or the Supervisor of Facility Services. In the Community Education Centres, Education Centres and the Maintenance Centre, the immediate supervisor shall be the Supervisor of Facility Services or Supervisor of Maintenance or Associate Manager of Maintenance Services as applicable.

LA.4.3 If the discussion with the immediate supervisor does not result in a settlement of the complaint within a period of five (5) working days, and the employee wishes to proceed further, then the following steps in the grievance procedure should be followed. Grievance forms may be processed electronically and Management's written reply, at all steps, shall be directed to the Chief Steward.

LA.4.3.1 Step 1:

All written grievances must be submitted within ten (10) working days after the circumstances which gave rise to it came, or ought to have come, to the attention of the individual concerned. The aggrieved employee shall first contact his steward. If the steward considers the matter to be a grievance, as defined in A.4.1, then a grievance may be submitted in writing by the Chief Steward to the Superintendent responsible for Human Resource Services or designate who shall answer the grievance in writing within ten (10) working days.

The grievance form must include:

- the particulars of the grievance;
- the article(s) of the collective agreement alleged to have been violated;
- the remedy sought; and
- is signed by the union.



Either party can request that a meeting take place prior to a reply being given at Step 1; such request will not result in an extension of the Step 1 timelines unless both parties agree.

The meeting will include the Chief Steward and/or President, the Superintendent responsible for Human Resource Services or designate and may also include the Manager or designate and the grievor. Additional information about the grievance particulars may be requested by the Board prior to issuing a written decision.

LA.4.3.2 Step 2:

If the grievance is not settled as a result of Step 1, then within ten (10) working days after the decision of the Board has been received or should have been received, the Union will notify the Superintendent responsible for Human Resource Services or designate, in writing, if the Union wishes to move the grievance to Step 2. Upon receiving the grievance notification, the Superintendent responsible for Human Resource Services, or designate shall notify the Chief Steward of the time and place of a meeting, and shall schedule the meeting within ten (10) working days after receiving this notice.

The matter will be heard at Step 2 by up to (3) three members of senior management, herein referred to as the Management Committee, as appointed by the Superintendent responsible for Human Resource Services or designate. Once the submission of both parties regarding the particulars of the grievance have been heard at Step 2, the Management Committee will issue a decision in writing with the rationale for the decision in writing to the Chief Steward or designate of the Union within five (5) working days of being heard.

LA.4.4 The Board may submit to the Union a grievance with respect to the conduct of the Union, its Officers, stewards, members or with respect to any alleged violations of the collective Agreement. Such a grievance may be presented by the Board, in writing, to the Chief Steward, or designate, within ten (10) working days after the occurrence of the matter which is the subject of the grievance. If such a grievance is not settled, it may be referred to arbitration by the Board in accordance with the provision of A.4.7 of this Collective Agreement.

LA.4.5.1 Where a specific provision of this Collective Agreement has been alleged to have been violated or misinterpreted, a group grievance (i.e. two or more employees in one or more locations) may be presented by the Union denoting the number of employees affected. Such a grievance will only be possible when the remedy sought is similar. The grievance shall be signed by those grieving or by three members of the Union Executive, or in the absence of an executive officer, two executive officer members and the absent executive officer's designate, which shall identify those who are grieving. The group grievance must be presented to the Superintendent of Human Resource Services or designate within ten (10) working days after the alleged violation or misinterpretation. If the grievance is not settled within ten (10) working days, it must be referred to the Management Committee as referred to in the Grievance Procedure at Step 2. If the grievance is not settled within ten (10) working days, it may be referred to arbitration

by the party which originated the grievance under the provision of A.4.7 of this Collective Agreement.

- LA.4.5.2 The Union may submit a policy grievance which is distinguishable from the grievance of an individual employee and which concerns the Union itself and which alleges a violation or misinterpretation of this Collective Agreement. The grievance must be presented to the Superintendent of Human Resource Services or designate within ten (10) working days after the alleged violation or misinterpretation. Either party can request that a meeting take place prior to discuss the matter; such request will not result in an extension of the policy grievance timelines unless both parties agree. This request will not result in an extension of the 10 working days unless both parties agree.

If the grievance is not settled within ten (10) working days, it must be referred to the Management Committee as referred to in the Grievance Procedure at Step 2.

If the grievance is not settled within ten (10) working days, it may be referred to arbitration by the party which originated the grievance under the provision of A.4.7 of this Collective Agreement.

- LA.4.6 In the event that a grievance is to proceed to arbitration then the party, which originated the grievance, must send a Notice of Intention to proceed to arbitration to the other party within fifteen (15) working days after the last step in the Grievance Procedure has been exhausted. The party sending the Notice of Intention to proceed to arbitration shall copy in the CUPE National Representative. The Notice of Intention to proceed to arbitration shall contain a statement of the matter in dispute and the relief sought from an Arbitration Board. The statement must also include the name and address of the party's nominee to the proposed Arbitration Board.

The parties may agree by mutual consent to have the grievance heard by a single arbitrator. In this case, an arbitrator will be selected by mutual Agreement of the parties.

In cases of termination, arbitration shall be expedited as quickly and reasonably as possible.

Nothing in this agreement precludes the use of mediation by mutual consent. The cost of mediation will be equally shared by the Board and the Union.

- LA.4.7 The party who receives the Notice of Intention to proceed to arbitration shall then notify the other party of the name and address of its nominee (or single arbitrator where possible) to the proposed Arbitration Board within ten (10) working days after receiving the notice. A copy shall be forwarded to the CUPE National Representative.

- LA.4.8 The two nominees so appointed shall attempt to select a Chairman for the Board, but if they are unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint a Chairman for the Arbitration Board.

Where the parties agree to have the grievance heard by a single arbitrator and the parties are unable to agree on the appointment of an arbitrator, they shall request that an appointment be made by the Ministry of Labour.

- LA.4.9 Each party shall bear the expenses of its own nominee to an Arbitration Board and the parties shall jointly and equally bear the expenses of the Chairman, or arbitrator as the case may be.
- LA.4.10 No grievance may be submitted to a Board of Arbitration/arbitrator or dealt with by a Board/arbitrator unless it has been properly carried through all the required steps of the Grievance and Arbitration Procedure.
- LA.4.11 The Board of Arbitration/arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- LA.4.12 The Arbitration Board/arbitrator shall have the power to determine if any matter is arbitratable. Any Board of Arbitration/arbitrator shall not have any authority to make any decision, which is inconsistent with the terms of this Collective Agreement, nor to add to or amend any of the terms of this Collective Agreement. The jurisdiction of the Arbitration Board/arbitrator shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the notice of intention to proceed to arbitration.
- LA.4.13 The decision of a Board of Arbitration/arbitrator shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chairman shall constitute a final and binding decision of the Board.
- LA.4.14 Time limits set forth in this Article may be extended by mutual Agreement in writing between the parties hereto.
- LA.4.15 If an employee is discharged, his grievance must be presented in writing, signed by the employee concerned, within five (5) working days after the discharge, to the Superintendent responsible for Human Resource Services or designate who shall answer the grievance in writing within five (5) working days after the grievance is presented. The employee's steward shall be present when the employee presents the grievance. If the grievance is not settled, it shall be presented by the Union to the Management Committee in accordance with the procedures outlined in Step 2 of the Grievance procedure within five (5) working days after the written answer has been received by the employee.
- LA.4.16 Where an employee's grievance against his discharge or suspension comes before an Arbitration Board/arbitrator, the Board/arbitrator may make a ruling:
  - LA.4.16.1 confirming the Board's action, or

- LA.4.16.2 reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his case), or
- LA.4.16.3 disposing of the grievance in any other manner which may be just and equitable.
- LA.4.17 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary employee. Where it is the intent of the employer to terminate the probationary employee, the employee will be advised that he/she may request a representative of the Union be present.

#### **LA.5.0 – RESERVATION OF BOARD RIGHTS**

- LA.5.1 The Union acknowledges that the management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things, include the right to:
  - LA.5.1.1 hire, promote, transfer;
  - LA.5.1.2 make and alter reasonable rules and regulations to be observed by the employee;
  - LA.5.1.3 demote, suspend, transfer for disciplinary reasons, discharge or otherwise discipline employees for just cause.
- LA.5.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Collective Agreement.

#### **LA.6.0 – UNION SECURITY**

- LA.6.1 All employees of the Board who are covered by this Collective Agreement shall be required to have monthly dues deducted from their pay commencing the next pay from which dues are scheduled to be deducted.
- LA.6.1.2 Where required by legislation or the employer, the Board shall pay all future costs for any required employment related police check or offence declarations for permanent CUPE 1196 members pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.

Employees shall use the service designated by the Board. All information obtained through this process shall be collected and managed in a secure manner that provides for confidentiality and privacy for employees.
- LA.6.2.1 The Union will be given the opportunity to address new members for up to one (1) hour at a new orientation session.

LA.6.3 When a new employee covered by the terms of this Collective Agreement is hired, a representative of the Board shall notify the new employee the names of the Union Executive and he shall acquaint the employee with the Union security provisions of this Collective Agreement. The new employee shall also be given a copy of this Collective Agreement.

LA.6.3.1 The deduction of Union dues shall be made every pay period and the total amount of Union dues deducted shall be forwarded by the Board to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month together with an electronic list of names and addresses, phone numbers, status and classifications of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee.

LA.6.3.2 A copy of this list shall be forwarded by the Board to the National Headquarters of the Canadian Union of Public Employees. In addition, the Board agrees to collect a special assessment once a year if requested by the Union.

## **LA.7.0 – SENIORITY**

LA.7.1 For the purposes of this Collective Agreement, seniority means length of service with CUPE Local 1196 or with any predecessor local union, which has been amalgamated or merged with the Board.

LA.7.2 An employee shall be considered a probationary employee until he has been employed for sixty (60) days of work after which time his name shall be placed on the seniority list and his seniority shall date back to the date of hiring.

LA.7.3.1 The Board will maintain a seniority list showing each employee's name, his job classification, and the date upon which his seniority commenced. Where one or more employee commences employment on the same date, seniority shall be determined by alphabetical order.

LA.7.3.2 The seniority list will be revised and posted on the BWW twice a year at the end of May and the end of November along with an electronic copy to the union President and Chief Steward.

LA.7.3.3 Union and member complaints about the accuracy of the seniority list will be considered within thirty (30) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) working days.

LA.7.4.1 The selection and promotion of an employee to a position outside the bargaining unit is not governed by this Collective Agreement.

LA.7.4.2 If an employee is transferred to a position outside the bargaining unit and is later returned to a position within the bargaining unit, then the seniority which the employee had acquired prior to his transfer outside the bargaining unit shall be retained by him, provided he is transferred back into the bargaining unit within a period of twelve (12)

months. The period can be extended in writing upon mutual agreement between the Board, the Union and the employee up to an additional twelve (12) months. If transferred back into the bargaining unit after twelve (12) months, or if an extension is agreed after twenty-four (24) months, the employee's seniority will start after, but his length of service will continue to be calculated from his original hire date with the Board.

LA.7.4.3 No employee shall be promoted to a position outside the bargaining unit without his agreement.

LA.7.5 Top seniority rights shall be accorded to current members of Local 1196's Officers and stewards. This shall mean that those employees shall be retained during their respective terms of office notwithstanding their positions on the seniority list provided full-time work for which they are qualified and able to perform at their own or lower hourly rate is available.

LA.7.6 If an employee is absent from work because of personal illness, accident or leave of absence authorized by the Board, he shall not lose his seniority rights. However, an employee's seniority shall only be lost, and the employee deemed terminated, for any of the following reasons:

LA.7.6.1 dismissal for just cause;

LA.7.6.2 voluntary resignation;

LA.7.6.3 lay-off for twelve (12) consecutive months;

A.7.6.4 fails to report to the Board within the time specified in a recall notice or fails to report for work on the date specified in a recall notice unless unable to for valid reasons. Notices of recall shall be sent by registered mail or external courier to the employee's last address on the Board's Human Resource Services records;

LA.7.6.5 absence from work for three consecutive working days without a valid reason.

LA.7.7 It shall be the duty of the employee to notify the Board's Human Resource Services in writing within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or external courier to the address of the employee which appears on the Board's Human Resource Services records shall be conclusively deemed to have been received by the employee.

## **LA.8.0 – TRADE UNION REPRESENTATION**

LA.8.1 The Union shall elect or appoint up to twenty (20) stewards.

- i. A person shall not qualify to serve as a steward unless he has acquired seniority under the terms of this Collective Agreement.

- ii. The Union shall, within fifteen (15) working days after the date of the signing of this Collective Agreement, notify the Board in writing of the names of stewards and the Union will inform the Board within ten (10) working days thereafter of any change in the list of stewards.
- iii. The Board shall not be obliged to recognize any steward unless the Board has been properly informed of his appointment or election.
- iv. In addition to stewards elected or appointed pursuant to A.8.1, the Union shall elect or appoint a Chief Steward.
- v. The Board agrees to recognize a Union Grievance Committee comprised of the Chief Steward, one other steward, the President and any others deemed necessary by mutual consent, and the names of these individuals shall be supplied by the Union to the Board.
- vi. It is clearly understood that stewards will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business.
- vii. In accordance with this undertaking, the Board will compensate the stewards and also any grievor for any loss of pay for time spent at meetings with the Board or for time spent by stewards in the investigation or processing of grievances.
- viii. This allowance does not apply for any time spent on these matters outside regular working hours.
- ix. At no time shall a school be left unattended during working hours unless the employee has been given prior approval by a supervisor.
- x. It is understood that the stewards, Union Representatives and committee members have their regular work to perform on behalf of the Board.
- xi. If it is necessary for a committeeman or steward to service a grievance during his working hours, he shall not leave his work without first obtaining the permission of his immediate available supervisor. He shall first attempt to contact the Assistant Manager of Caretaking/Assistant Manager of Maintenance before contacting the Principal for permission to leave his work. It is understood that the stewards, in each instance, will report his/her leaving time and return time to the Assistant Manager of Caretaking/Assistant Manager of Maintenance.
- xii. If requested, he shall give a reasonable explanation why he deems such action is necessary and when resuming his regular work, he shall then again report to his immediate available supervisor.

- xiii. Permission from a supervisor shall not be unreasonably withheld.

It is understood and agreed that Union stewards who are elected or appointed under the terms of this Collective Agreement shall have reasonable access to school premises or work locations at reasonable times for the purposes of investigating or processing grievances or when dealing with matters which are properly under the jurisdiction of stewards under the terms of this Collective Agreement. Union stewards, when entering a work location shall report to the Principal or Principal's designate, or to the supervisor of the work location if not a school premise.

## **LA.9.0 – LABOUR MANAGEMENT RELATIONS**

- LA.9.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without prior authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its officers.
- LA.9.2 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 Board. Such representatives shall have reasonable access to the Board's premises in order to investigate and assist in the settlement of a grievance.
- LA.9.3.1 Time spent at approved Board/Union Committees other than referenced in LA.9.3.2 shall be considered as time worked.
- LA.9.3.2 No employee negotiating committee members shall be required to report to work on negotiations days provided that direct negotiations take place for any part of such days. In the period six (6) months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to two (2) days off with pay to prepare for negotiations. An additional one (1) day will be available for use during negotiations.
- LA.9.3.3 The Board reserves the right to limit the payment for members in A.9.3.2 to up to eight (8) employees per day to prepare for negotiations and up to six (6) employees for the additional one (1) day available during negotiations. However, the Board shall not continue to pay for any committee members when third party assistance is requested.
- LA.9.3.4 Employees who are members of and attend approved Board/Union Committees and who are scheduled to work that day shall report to work for the remainder of the required shift time.
- LA.9.4 All correspondence between the parties, arising out of this Collective Agreement and incidental thereto shall pass to and from the Superintendent responsible for Human Resource Services, or designate, and the President of the Union, or designate.



## **LA.10.0 – UNION MANAGEMENT COMMITTEE**

- LA.10.1 The Board and the Union agree to recognize a Union Management Committee which shall be made up of four representatives of each party and any others deemed necessary by mutual consent which shall meet at times mutually agreed upon by the parties for the purposes of discussing mutual concerns, which are not properly matters to be dealt with by other committees.
- LA.10.2 The Union Management Committee shall meet monthly or as otherwise agreed upon by the parties.

## **LA.11.0 – VACANCIES AND JOB POSTINGS**

- LA.11.1 All bargaining unit vacancies shall be posted for five (5) working days and then filled within thirty (30) working days.
- LA.11.2 All bargaining unit vacancies shall be posted within fifteen (15) days of the position becoming vacant or of the creation of a new position.
- LA.11.3 All postings shall include the following information:
- Position
  - Qualifications
  - Education
  - Shifts
  - Location
  - Rate of Pay
- LA.11.3.1 In filling any posted vacancy or new position for a position within the bargaining unit the Board will consider the skill, ability, qualifications, and training of the staff in question to perform the normal required work; however, where these are relatively equal, the employee with the most seniority shall be selected.
- LA.11.4 All applications for a posted vacancy or a new position shall be made using the Boards online application system.
- LA.11.5 It is understood that the Board shall have the right to temporarily fill a vacancy for a period of up to 30 days of work or for a longer period of time by mutual Agreement of the Union and the Board. The employee filling the temporary position (vacancy) for more than fifteen (15) working days shall receive the applicable rate of pay retroactive to when the employee filled the temporary position (vacancy).
- LA.11.6 In the event of a temporary vacancy created by an extended absence, the position may be declared vacant and filled on a temporary basis or a permanent basis by mutual Agreement. The absent employee shall have the right to return to the same work location for a period of up to twelve (12) months from the first day of absence.

- LA.11.7 In the event that an employee whose absence created the vacancy, returns to work later than the twelve (12) months mentioned in Article A.11.6, that employee may be returned to a similar position without loss of pay or seniority, but not necessarily to the same location. The Board will attempt to place the employee in the same geographical area.
- LA.11.8 Any successful applicant to fill a vacancy or new position will be placed in the vacancy or new position for a trial period not to exceed sixty (60) working days and if the employee proves satisfactory during this period of time, he will then be confirmed in his new classification.
- LA.11.8.1 Employees will remain in a position for a minimum of six (6) months. This does not prevent employees from applying for a promotion. However, this requirement can be waived with the permission of the Superintendent responsible for Human Resource Services or designate. This requirement will not apply to employees redeployed to a location as a result of the reduction of the staffing complement at their original location.
- LA.11.9 During the trial period, the employee will be paid the rate of pay for the job he is doing in accordance with Article B.1.6.
- LA.11.10 If the employee proves unsatisfactory during the trial period, he will be returned to his former rate of pay and may be returned to his former work location, if vacant. A position is no longer considered vacant if an offer of employment has been made and the employee has accepted.
- If the position is not vacant, the employee will return to a vacant position in the same classification.
- Should the employee wish to return to his former position or location he may do so if it is within ten (10) business days of commencing the new position and/or location, if their original position and location is still vacant.
- LA.11.11 If there is no mutual Agreement, the employee will be returned to his former rate of pay at another location. The Board will attempt to place the employee within the former geographic area where there is agreement between the Union, the Board and the employee.
- LA.11.12 When a successful applicant has been chosen for a vacancy the Board shall post the name of the person who was successful in filling the vacancy, on the BWW. Such notice will be sent out within 10 working days.
- LA.11.13 Caretaker positions will be filled by lateral moves, based on seniority. However, there are circumstances where an employee will not be allowed to relocate due to a poor performance record, which may include discipline on file at the level of written reprimand or higher or attendance problems.

In addition, there may be exceptional circumstances where the position requires specific characteristics, which will be identified on the posting. In these cases internal candidates that meet the posted requirements will be interviewed.

**LA.12.0 – OCCUPATIONAL HEALTH AND SAFETY**

- LA.12.1 It is understood by the parties to this collective agreement that there will be a Joint Occupational Health and Safety Committee of the Board and the support staff.
- LA.12.2 The Union and the Board agree that the terms of reference for the Joint Occupational Health and Safety Committee shall reflect representation on the committee for both CUPE 1196 and CUPE 1734.
- LA.12.3 The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board’s Safe Schools Policy.

**LB – WAGES AND BENEFITS**

**LB.1.0 – RATES OF PAY AND CLASSIFICATIONS**

YEAR 1 EFFECTIVE SEPTEMBER 1, 2019

1% adjustment to the salary grids and wage schedules

Classification	September 1, 2019 – 1%		
	Start	Mid	Job
Caretaker (caretaker in a work location under supervision)	22.53	22.99	23.52
Lead Caretaker # 1 (caretaker in a work location with fewer than 2 other caretakers)	23.55	23.89	24.23
Lead Caretaker # 2 (caretaker in a work location and is responsible for 2 other caretakers)	23.90	24.39	24.71
Lead Caretaker # 3 (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	24.32	24.98	25.41
Service Team Coordinator	24.32	24.98	25.41
Lead Caretaker # 4 (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	25.35	25.90	26.36
Groundskeeper (responsible for undertaking of tasks to maintain sites as assigned)	24.32	24.98	25.41

Landscaper (responsible for undertaking of landscaping tasks as assigned)	25.35	25.90	26.36
Courier	22.83	23.27	23.76
Truck Driver	24.10	24.56	25.05
* Maintenance Person No. 1 (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	25.35	25.90	26.36
* Maintenance Person No. 2 (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	26.30	26.74	27.23
* Maintenance Person No. 3 (maintenance person who is working at the trade in which they are licenced)	26.84	27.32	27.81
* CCTV	26.51	26.95	27.45
* Fire Alarm	26.84	27.32	27.81

\* Must have and maintain the appropriate classification of driver's licence.

#### 1.0% Increase for Position of Responsibility Allowances

Position of Responsibility	Allowance (September 1, 2019 – 1%)
4th Class Engineer	Applicable rate plus \$.45 per hour. Additional \$.45 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licences	Applicable rate plus \$.45 per hour. Additional \$.92 per hour for maintenance employees who use the licence only.
Bilingual Employee	Applicable rate plus \$.39 per hour. (where required)
Lead Hand Painter	Applicable rate plus \$.56 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
Maintenance Apprentice	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
Building Environment Systems (B.E.S.)	Applicable rate plus \$.45 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
Chainsaw	Applicable rate plus \$.22 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus \$.45 per hour.
Backflow Preventor	Applicable rate plus \$.45 per hour where it is required for the performance of the job
Forklift	Applicable rate plus \$.20 per hour where it is required for the performance of the job

YEAR 2 EFFECTIVE SEPTEMBER 1, 2020

1% adjustment to the salary grids and wage schedules

Classification	September 1, 2020 – 1%		
	Start	Mid	Job
Caretaker (caretaker in a work location under supervision)	22.76	23.22	23.76
Lead Caretaker # 1 (caretaker in a work location with fewer than 2 other caretakers)	23.79	24.13	24.47
Lead Caretaker # 2 (caretaker in a work location and is responsible for 2 other caretakers)	24.14	24.63	24.96
Lead Caretaker # 3 (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	24.56	25.23	25.66
Service Team Coordinator	24.56	25.23	25.66
Lead Caretaker # 4 (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	25.60	26.16	26.62
Groundskeeper (responsible for undertaking of tasks to maintain sites as assigned)	24.56	25.23	25.66
Landscaper (responsible for undertaking of landscaping tasks as assigned)	25.60	26.16	26.62
Courier	23.06	23.50	24.00
Truck Driver	24.34	24.81	25.30
* Maintenance Person No. 1 (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	25.60	26.16	26.62
* Maintenance Person No. 2 (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	26.56	27.01	27.50
* Maintenance Person No. 3 (maintenance person who is working at the trade in which they are licensed)	27.11	27.59	28.09
* CCTV	26.78	27.22	27.72
* Fire Alarm	27.11	27.59	28.09

\* Must have and maintain the appropriate classification of driver's license.

1.0% Increase for Position of Responsibility Allowances

Position of Responsibility	Allowance (September 1, 2020 – 1%)
4th Class Engineer	Applicable rate plus \$.46 per hour. Additional \$.46 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licences	Applicable rate plus \$.46 per hour. Additional \$.93 per hour for maintenance employees who use the licence only.
Bilingual Employee	Applicable rate plus \$.40 per hour. (where required)
Lead Hand Painter	Applicable rate plus \$.57 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
Maintenance Apprentice	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
Building Environment Systems (B.E.S.)	Applicable rate plus \$.46 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
Chainsaw	Applicable rate plus \$.22 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.
Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus \$.46 per hour.
Backflow Preventor	Applicable rate plus \$.46 per hour where it is required for the performance of the job
Forklift	Applicable rate plus \$.20 per hour where it is required for the performance of the job

YEAR 3 EFFECTIVE SEPTEMBER 1, 2021

1% adjustment to the salary grids and wage schedules

Classification	September 1, 2021 – 1%		
	Start	Mid	Job
Caretaker (caretaker in a work location under supervision)	22.99	23.45	24.00
Lead Caretaker # 1 (caretaker in a work location with fewer than 2 other caretakers)	24.03	24.37	24.71
Lead Caretaker # 2 (caretaker in a work location and is responsible for 2 other caretakers)	24.38	24.88	25.21
Lead Caretaker # 3 (caretaker in a work location and is responsible for the work location and 3 to 7 other caretakers)	24.81	25.48	25.92
Service Team Coordinator	24.81	25.48	25.92

Lead Caretaker # 4 (caretaker in a work location and is responsible for the work location and 8 or more other caretakers)	25.86	26.42	26.89
Groundskeeper (responsible for undertaking of tasks to maintain sites as assigned)	24.81	25.48	25.92
Landscaper (responsible for undertaking of landscaping tasks as assigned)	25.86	26.42	26.89
Courier	23.29	23.74	24.24
Truck Driver	24.58	25.06	25.55
* Maintenance Person No. 1 (responsible for undertaking of tasks to maintain Board owned buildings, sites and equipment as assigned)	25.86	26.42	26.89
* Maintenance Person No. 2 (responsible for maintaining Board owned buildings, sites and equipment and/or perform tasks requiring skills in specific trade areas)	26.83	27.28	27.78
* Maintenance Person No. 3 (maintenance person who is working at the trade in which they are licensed)	27.38	27.87	28.37
* CCTV	27.05	27.49	28.00
* Fire Alarm	27.38	27.87	28.37

\* Must have and maintain the appropriate classification of driver's license.

#### 1.0% Increase for Position of Responsibility Allowances

Position of Responsibility	Allowance (September 1, 2021 – 1%)
4th Class Engineer	Applicable rate plus \$.46 per hour. Additional \$.46 per hour for Stationary Engineers in registered plants only.
Ministry of Labour Licences	Applicable rate plus \$.46 per hour. Additional \$.94 per hour for maintenance employees who use the licence only.
Bilingual Employee	Applicable rate plus \$.40 per hour. (where required)
Lead Hand Painter	Applicable rate plus \$.58 per hour.
Grass Cutter/Snow Remover	This job shall be posted and the rate of pay shall be that of Lead Caretaker # 1.
Maintenance Apprentice	Year 1 rate of pay - same as Caretaker Year 2 rate of pay - same as Lead Caretaker # 1 Year 3 rate of pay - same as Lead Caretaker # 2 Year 4 - see applicable rate
Building Environment Systems (B.E.S.)	Applicable rate plus \$.46 per hour payable to Lead Caretaker # 2, Lead Caretaker # 3 and Lead Caretaker # 4 who hold the qualification.
Chainsaw	Applicable rate plus \$.23 per hour for grass cutters, groundskeepers and landscapers who are required to use chainsaws.

Small Drinking Water Systems Certificate	For schools on wells only, applicable rate plus \$.46 per hour.
Backflow Preventor	Applicable rate plus \$.46 per hour where it is required for the performance of the job
Forklift	Applicable rate plus \$.21 per hour where it is required for the performance of the job

LB.1.1 In applying Article B.1.0, a new employee shall commence at the “start rate”. Subject to the probationary period outlined in this collective Agreement (A.7.2), the new employee shall advance to the “mid-rate after six (6) continuous months of service with the Board. The new employee shall advance to the “job rate” upon twelve (12) months of continuous service with the Board.

LB.1.2 An employee, upon obtaining their Fourth Class Operating Engineer certification, may apply for the additional hourly rate as specified in classification for “Fourth Class Engineer.” The additional applicable rate will be effective the date of qualification subject to the provision of proof of successful completion submitted within four (4) months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to four (4) months maximum.

Upon successful completion of the Building Environmental Systems (B.E.S.) qualification, an employee may apply for the additional hourly rate as specified in classification for “Building Environmental Systems.” The additional applicable rate will be effective the date of qualification subject to the provision of proof of successful completion submitted within four (4) months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to four (4) months maximum.

LB.1.3 An employee other than those covered in B.1.3.1 shall receive, if eligible, the additional applicable rate for licenses identified on the approved list, for one license only.

LB.1.3.1 A maintenance person, who holds two (2) or more trade licenses that are required by the Employer, and are utilized within their position, will be paid \$.45 per hour per license and an additional \$.90 per hour per license for utilization.

LB.1.4 For the level of Lead Caretaker #3 to be created, there shall be at least three (3) other employees in addition to the newly created Lead Caretaker #3.

LB.1.5 In a school where there is a Lead Caretaker #3 and the additional complement drops below three (3) other employees, the Lead Caretaker #3 shall remain as a Lead Caretaker #3 for one full year from the time the complement drops below the conditions set out in B.1.4. If the complement for a Lead Caretaker #3 is not met at that time, the Lead Caretaker #3 shall be subject to the conditions as set out in A.11.0.

LB.1.6 Employees promoted to a higher paying position shall receive the mid-rate under B.1.0 for a period of sixty (60) calendar days then proceed to the job rate. A successful candidate who goes to a lower paying position shall receive the job rate.



- LB.1.7 When the duties in any classification are materially changed or when a position not covered in B.1.0 hereto is established during the term of this Collective Agreement, the rate of pay for the classification or new position shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on any reclassification or rate of pay of the job in question, such a dispute may be submitted through the Grievance and Arbitration Procedures. The new rate shall become retroactive to the time the position was first filled by the employee.
- LB.1.8 Wages shall be paid by a deposit to the employee's bank every second Thursday.
- LB.1.9 On each payday each employee shall be provided with an itemized statement of his wages and deductions which shall be equalized as much as possible.
- LB.1.10 When an employee temporarily substitutes in a higher paying position, he shall receive the rate for the job to which he is temporarily transferred if it is higher than his regular rate until he has met the requirements of Article B.1.6 after which time he would proceed to job rate.
- LB.1.11 If an employee is temporarily assigned to a position paying a lower rate than his regular rate, then his rate shall not be reduced. This provision shall not apply when an employee accepts a lower position to avoid a layoff or when an employee is permanently transferred to a lower classification.

## **LB.2.0 – OVERTIME**

- LB.2.1 A rate of time and a half shall be paid for all hours in a work week worked over forty (40) hours and for all hours worked in excess of eight (8) hours in any work day.
- LB.2.2 When overtime work is necessary, such overtime will be shared fairly among employees who are willing, qualified and available to perform the work which is required. Such overtime shall first be offered to those employees assigned to the work location.
- LB.2.3 The Overtime Protocol as developed and mutually agreed upon through the Union Management Committee will be implemented in all schools and worksites.
- LB.2.4 An employee on the overtime list who repeatedly refuses or wishes not to be considered to perform overtime duties will be removed from the list until the end of the following quarter, with the quarters beginning the first day of September, December, March and June. In the event that there are no employees available to perform the overtime, the Board reserves the right to appoint an employee so as to maintain operation.
- LB.2.5 Employees who accept an overtime shift will not have the shift cancelled within forty-eight (48) hours of the start of the overtime shift.

### **LB.3.0 – SHIFT PREMIUMS**

LB.3.1 A shift premium shall apply to all hours worked on the afternoon shift as follows:

September 1, 2019	\$ 0.56
September 1, 2020	\$ 0.57
September 1, 2021	\$ 0.58

LB.3.2 A shift premium shall apply to all hours worked on the midnight shift as follows:

September 1, 2019	\$ 0.68
September 1, 2020	\$ 0.69
September 1, 2021	\$ 0.70

LB.3.3 The shift premium shall not be included when computing any overtime pay.

### **LB.4.0 – CALL IN EMERGENCY WORK GUARANTEE AND WEEKEND WORK ASSIGNMENTS**

LB.4.1 An employee who is called in/scheduled in outside of his regular working hours and after the employee has gone home and having completed his normal day's work shall be paid for such work which he performs at any time before the beginning of his next work day a minimum amount equal to four (4) hours' pay at straight time. The pay for such emergency work performed on a statutory holiday shall be at the rate of double time.

LB.4.2 When an employee is scheduled to perform a weekend work assignment on a Saturday, he shall be paid a minimum amount equal to four (4) hours pay at straight time or time and a half for such hours worked whichever is the greater.

LB.4.3 When an employee is called in to perform a weekend work assignment on a Saturday or Sunday, he shall be paid a minimum equal to four (4) hours at straight time or double time for such hours worked whichever is the greater.

LB.4.4 When an employee is scheduled to perform a weekend work assignment on a Sunday, he shall be paid a minimum amount equal to four hours straight time or double time for such hours worked which-ever is the greater.

### **LB.5.0 – INSURED EMPLOYEE BENEFITS**

LB.5.1 OMERS:

LB.5.1.1 The Board shall maintain its present share of the premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all full-time employees.

LB.5.1.2 OMERS contributions for taxable life insurance premiums will be calculated and adjusted twice yearly. (see Memorandum of Agreement – OMERS G.1.2)

## **LB.5.2 – ONTARIO HEALTH INSURANCE**

LB.5.2.1 If a hospital insurance plan requiring premiums is reintroduced, the Board will pay 100% of the premium cost of the plan for all employees unless otherwise specified in the Agreement.

## **LB.6.0 – PAID HOLIDAYS**

LB.6.1.1 The Board recognizes the following as paid holidays:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Christmas Day
11. Boxing Day

LB.6.1.2 Two (2) float days shall be observed at a time mutually agreed upon between the supervisor and the employee. A new employee must have passed his probationary period to receive float days.

LB.6.1.3 All float days must be used within the calendar year of January 1 to December 31.

LB.6.1.4 In the event that an additional day, other than those listed in B.6.1.1 is proclaimed a school holiday, that day will replace one (1) of the float days in B.6.1.2.

LB.6.2 When any of the holidays listed in B.6.1.1 falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Collective Agreement, subject to the right of the Board to schedule it.

LB.6.3 Employees who have been in the employment of the Board for a period of one month and who are not required to work on the holidays listed in B.6.1.1 shall receive holiday pay equal to one normal day's pay if qualified to receive same. Employees who are required to work shall be paid at double time together with holiday pay if qualified to receive same. To be eligible to receive payment for a holiday, an employee must work his full scheduled shifts on the days immediately preceding and succeeding a holiday or make some other arrangements satisfactory to the Board.

LB.6.4 An employee shall not be disqualified from receiving holiday pay if he is absent on one or both of the shifts referred to in B.6.3 due to personal illness, provided, however, that the Board may require the employee to provide a satisfactory medical certificate.

**LB.7.0 – VACATION AND VACATION PAY**

LB.7.1 An employee shall be entitled to vacation with pay at his regular rate of pay as follows:

Length of Continuous Service as of June 30	Length of Vacation Entitlement
Less than 1 year	1 day for each full month of continuous service to a maximum of 10 days
1 year but less than 2 years	2 weeks
2 years but less than 10 years	3 weeks
10 years or more	4 weeks
20 years or more	5 weeks

Effective September 1, 2010 an employee shall be entitled to vacation with pay at his regular rate of pay as follows:

Length of Continuous Service as of June 30	Length of Vacation Entitlement
Less than 1 year	1 day for each full month of continuous service to a maximum of 10 days
1 year but less than 2 years	2 weeks
2 years but less than 9 years	3 weeks
9 years but less than 18 years	4 weeks
18 years or more	5 weeks

The vacation year runs from July 1st to June 30th of the following year.

Vacation is an accrued benefit, which is earned in the vacation year prior to the year in which vacation is taken. Employees who are absent from work without pay will not have earned their full vacation entitlement. This will be calculated as follows:

# of days absent w/o pay x vacation entitlement

260

= # of days not earned for vacation purposes.

The Board agrees to round down any fractions to the nearest full or half day (i.e., 2.1 will be rounded down to 2.0 or 3.7 will be rounded down to 3.5).

LB.7.1.1 An employee with less than two (2) years of continuous service as of June 30 will be paid an additional amount for vacation pay calculated at the rate of four percent (4%) on the total overtime pay and shift premium pay earned in the preceding twelve (12) month period. This vacation pay will be paid to the employee by August 31.

LB.7.2.1 Employees may request that their vacation take place at any time of the year. When an employee’s request for vacation is denied, he shall be advised of the reason in writing.

- LB.7.2.2 When two or more employees in the same work location request their vacations at the same time, the employee with the greatest seniority shall be given preference.
- LB.7.3 In the event an employee's service with the Board is terminated before he has taken his vacation, he shall be paid in lieu thereof:
- LB.7.3.1 In the case of an employee with less than one year of continuous service with the Board, a sum equal to 4% of his earnings from the previous June 30th;
- LB.7.3.2 In the case of an employee qualified for two weeks' vacation, a sum equal to 4% of his earnings from the previous June 30th;
- LB.7.3.3 In the case of an employee qualified for three weeks' vacation, a sum equal to 6% of his earnings from the previous June 30th;
- LB.7.3.4 In the case of an employee qualified for four weeks' vacation, a sum equal to 8% of his earnings from the previous June 30th;
- LB.7.3.5 In the case of an employee qualified for five weeks' vacation, a sum equal to 10% of his earnings from the previous June 30th.
- LB.7.4 Under special circumstances, an employee may request in writing that one week of vacation be carried over into the following year. Such requests must be made by May 31st. In the event that a request is denied, the Board will provide a written rationale.
- If granted, the carryover week must be used within that year.
- LB.7.5 Vacation requests shall be submitted twice yearly. The deadline for submission of vacation requests for the period of July 1st to November 30th inclusive, will be April 1st and for the period of December 1st to June 30th, inclusive, the deadline for submission will be October 15th. Vacation scheduled and approved shall not be changed unless mutually agreed to by the employee and the Board, subject to operational needs.
- LB.7.6 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee with a predecessor Board shall be counted.
- LB.7.7 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that he or she was incapacitated for a minimum of five (5) working days, during his or her vacation period. Under these circumstances, the time for future vacation, which is given to the employee, shall be deducted from the employee's sick pay bank.
- LB.7.8 Under exceptional circumstances, and not more than once every five (5) years and subject to operational needs, an employee may request in writing that one additional week of vacation (in addition to the provision under LB.7.4 of the Collective Agreement) be carried over into the following year. Such requests must be made by May 31st. In the event that a request is denied, the Board will provide a written rationale. If granted, the carryover week must be used within that year.

## **LB.8.0 – UNIFORMS, SAFETY FOOTWEAR AND SAFETY EQUIPMENT**

LB.8.1.1 In the school years 2008/2009 and 2009/2010, the Board will provide to all permanent employees a uniform/safety footwear voucher each year equivalent in value to \$315.00 for male employees and \$325.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

In the school years 2010/2011 and 2011/2012, the Board will provide to all permanent employees a uniform/safety footwear voucher each year equivalent in value to \$330.00 for male employees and \$340.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

LB.8.1.2 New employees shall, upon successful completion of the probationary period, qualify for a first issue uniform/safety footwear voucher equivalent in value to \$435.00 for male employees and \$450.00 for female employees. This provision is contingent upon the yearly purchase of safety footwear.

LB.8.1.3 All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed at all times when on duty.

LB.8.2 Safety Footwear:

LB.8.2.1 The wearing of safety footwear is a condition of employment for all employees.

LB.8.3 Safety Equipment:

LB.8.3.1 Notwithstanding B.8.1.1 and B.8.1.2, the Board shall provide at no cost to the employee all safety equipment required by law and/or the Board.

## **LB.9.0 – TRAVEL ALLOWANCE**

LB.9.1 Any employee covered by this Collective Agreement who is required to operate his/her own vehicle when engaged in Board business shall receive a travel allowance as provided under Board Policy.

## **LB.10.0 – MEAL ALLOWANCE**

LB.10.1 When an employee is required to work three (3) hours or more beyond the end of his regularly scheduled shift or is called in to work three (3) hours prior to the commencement of his regularly scheduled shift, he shall be paid a meal allowance of \$8.00, provided that the employee completes his entire regularly scheduled shift.

### **LB.11.0 – SICK LEAVE AND RETIREMENT GRATUITY**

LB.11.1 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.

LB.11.2 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for employees who may have repeated absences from work that are charged to sick leave, the Board may require a medical certificate for any and/or all further absences. Requests must be made in writing

### **LB.12.0 – RETROACTIVE SALARY**

LB.12.1 In the event ratification of a new Agreement occurs after the expiration of the term of this Agreement, then retroactive salary payment shall be made to all employees on staff as of the date of ratification of this Collective Agreement and to employees who have retired between the expiry date of the contract and the ratification date and to the estate of any employee who has died between the said dates, in all cases calculated on the time worked by the employee between the said dates.

LB.12.2 Retroactivity shall apply only to hours paid and to no other benefits unless expressly specified.

### **LB.13.0 – EDUCATIONAL TRUST FUND**

LB.13.1 The Board agrees to provide an Educational Trust Fund for the purpose of upgrading the qualifications of employees. The fund will be used to assist employees taking accredited courses, which may prove beneficial to the Board. Accreditation of a course and the amount of assistance to be provided for each employee shall be determined by the Union/Management Committee. The Board will provide \$15,000.00 for the fund in each of the school years 2008/2009 and 2009/2010, and \$15,000.00 in each subsequent year of the Collective Agreement.

LB.13.2 The Education Trust Fund may be used from time to time for CUPE 1196 staff development as agreed by Union/Management.

LB.13.3 Notwithstanding the above, an employee cannot receive any assistance from the Educational Trust Fund to assist with costs incurred in B.13.4.

## **LB.14.0 – EDUCATION**

- LB.14.1 After the minimum for a class requirement has been met, and there is a vacancy in any of the night school classes or continuing education classes operated by the York Region District School Board, an employee may register in any class, subject to any special requirements or prerequisites without paying any course registration fee. However, the employee shall be subject to payment at his own expense of any other fees or financial costs.
- LB.14.2 If the Board introduces technological change, such changes shall be implemented only after consultation with the Union. Employees directly affected by this change who require new skills will be provided with a retraining opportunity to an available comparable position prior to layoff.

## **LC – LEAVES OF ABSENCE**

### **LC.1.0 – GENERAL LEAVES**

- LC.1.1 An employee may be granted a leave of absence without pay and without loss of seniority if his written application is approved by the appropriate official of the Board and is sent to the Board's business office at least fifteen (15) days prior to the requested leave. Such request should show good and sufficient reason and not merely personal desire. The granting or denial of any leave of absence will be confirmed in writing.

### **LC.2.0 – LEAVES FOR UNION BUSINESS**

- LC.2.1 Any permanent employee who is elected or selected for a full-time position with CUPE National, the Ontario branch of CUPE, or any labour body of whom CUPE is a member, shall be granted a leave of absence without pay and benefits by the Board, for a period of up to two (2) years. The Board may renew such leave on a yearly basis. Where the leave granted is for twelve (12) months or more, the employee shall return to the position held prior to going on leave, if available, or to a comparable position if not available. The employee will accumulate seniority during any leave of absence.
- LC.2.2 Upon written request by the Union given not less than ten (10) calendar days in advance to the Board, the Board will grant leave of absence without pay or loss of seniority to the employees named in such request to absent themselves to attend conventions and seminars of such Union, limited however, for each such convention or seminar to not more than eight (8) employees per event, maximum of two (2) employees per work location at the same time and to time off of not more than one hundred and sixty (160) person days per Agreement year, and where up to twenty (20) days of which will be provided to attend to local business. During such leave, the Board shall pay to the employee his regular wages and benefits and bill the cost of such to the Union for reimbursement.



LC.2.3 The Board agrees to pay 100% of the wages and the applicable Board's portion of benefit premiums for the full-time release of one person designated by the Union as CUPE 1196 President. The President of CUPE 1196 shall receive the job rate according to his/her classification plus \$3.10 per hour.

LC.2.4 The Board agrees to the full-time release of one person designated by the Union as the CUPE Local Chief Steward on the condition that this release is 60% paid by the Board and 40% paid by the Union. The Chief Steward shall receive the pay rate according to his/her classification.

### **LC.3.0 – BEREAVEMENT LEAVE**

LC.3.1 An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages or charge to sick leave in the case of the death of a grandparent, grandchild, parent, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law or daughter-in-law.

LC.3.2 A leave of one day shall be granted for the purpose of attending a funeral other than the cases listed in C.3.1. Such absence shall be deducted from Short Term Paid Leaves in accordance with Article C.5.0.

### **LC.4.0 – JURY DUTY AND/OR COURT WITNESS**

LC.4.1 The Board shall grant a leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court.

LC.4.2 The Board shall pay such an employee the difference between his normal earning and the payment he receives for the jury service or court witness, excluding payment of travelling, meals, or the other expenses.

LC.4.3 The employee will present proof of service and attendance and the amount of pay received.

### **LC.5.0 – SHORT TERM PAID LEAVES**

LC.5.1 An employee shall be eligible for up to five (5) days per school year in total paid leave in conjunction with the individual limits for any combination of the following:

- a) severe family illness of a parent, spouse, or child (maximum 3 days per year)
- b) writing of an examination (maximum 1 day per exam)
- c) employee's own convocation from a post-secondary institution, or that of the spouse, son or daughter (maximum 1 day per occasion)

- d) moving day from employee's prime residence (maximum 1 day per year)
- e) funeral – as per C.3.2
- f) maximum 3 days per year for the:
  - i. birth of employee's child where individual is not accessing maternity leave; or
  - ii. adoption of child at the time the child comes into the care, custody or control of the employee and where the employee is not accessing adoption leave.
- g) For the purposes of a Faith Day for a sincerely held religious belief, three (3) days (after the use of days identified in C.5.2.1).

LC.5.2.1 Observance of a Faith Day where the tenets of the employee's religion requires the employee to be absent from work (maximum two (2) days with no charge to short term paid leaves).

LC.5.2.2 It is understood that deductions from the sick leave account for absences in C.5.0 shall be in accordance with Employment Insurance regulations.

## **LC.6.0 – SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN**

### **LC.7.0 – PREGNANCY/PARENTAL LEAVE**

LC.7.1 "Pregnancy leave" means leave of absence of seventeen (17) weeks or less without pay pursuant to the Employment Standards Act, 2000.

LC.7.2 "Parental leave" means leave of absence of sixty-one (61) weeks or less without pay if the employee also took pregnancy leave and sixty-three (63) weeks or less without pay if the employee did not take pregnancy leave, pursuant to the Employment Standards Act, 2000.

LC.7.3 Pregnancy/Parental leave will be granted pursuant to the Employment Standards Act, 2000.

LC.7.4 Pursuant to the terms of the Act, an employee should notify her principal or immediate Supervisor as soon as possible of the Pregnancy and arrange a suitable date for the commencement of the leave.

LC.7.5 The employee shall not work, and the Board shall not cause her to work or permit her to work until six weeks after the date of delivery or for such shorter period as in the written opinion of a legally qualified Medical Practitioner is sufficient.

- LC.7.6 An employee returning from a Pregnancy/Parental leave shall have his/her position guaranteed with the Board for the duration of the legislated leave and subject to other terms within this Agreement.
- LC.7.7 The Board shall continue to pay its share of the employee's insured employee benefit plans for the period of the Pregnancy/Parental leave.
- LC.7.8 An employee returning from Pregnancy/Parental leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- LC.7.9 An employee on Pregnancy/Parental Leave shall not apply for payment from the sick leave plan or account, during the leave.
- LC.7.10 A position held by an employee going on Pregnancy/Parental leave shall be filled in an acting capacity.

#### **LC 8.0 – INFANT CARE LEAVE**

- LC.8.1 "Infant Care Leave" means a leave of absence without pay to provide a period of time following Pregnancy/Parental leave for a parent to take care of a newborn child.
- LC.8.2 To be eligible for Infant Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years.
- LC.8.3 An employee who is eligible for an Infant Care Leave may apply at the same time as a Pregnancy/Parental Leave or no later than sixty (60) days prior to the date the Pregnancy/Parental Leave is to end.
- LC.8.4 The sum of a Pregnancy/Parental and Infant Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- LC.8.5 The application for Infant Care Leave shall include the requested expiration date of the leave.
- LC.8.6 The position held by the employee, going on Infant Care Leave shall not be maintained by the Board for the employee. The employee shall be offered employment at the same level at which he left upon return to the Board at the end of the leave.
- LC.8.7 If, however no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) full year. After that time the employee will be paid at the job rate of the position she holds.
- LC.8.8 Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan and no Sick Leave credits shall accrue.
- LC.8.9 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.

### **LC.9.0 – ADOPTION LEAVE – PARENTAL LEAVE**

- LC.9.1 “Adoption Leave” means a leave of absence without pay granted to a parent at the time a child is adopted pursuant to the Employment Standards Act.
- LC.9.2 An employee returning from Adoption Leave shall have his position guaranteed with the Board for the duration of the legislated leave and subject to other terms within this Agreement.
- LC.9.3 An employee returning from Adoption Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- LC.9.4 A position held by an employee going on Adoption/Parental Leave shall be filled in an acting capacity.

### **LC.10.0 – CHILD CARE LEAVE**

- LC.10.1 “Child Care Leave” means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.
- LC.10.2 To be eligible for Child Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years.
- LC.10.3 An employee who is eligible for Child Care Leave may apply at the same time as an Adoption/Parental Leave or no later than sixty (60) days prior to the date the Adoption/Parental Leave is to end.
- LC.10.4 The sum of an Adoption/Parental Leave and a Child Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- LC.10.5 An employee returning to the Board from a Child Care Leave shall be offered employment with the Board at the same level at which he left.
- LC.10.6 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time, the employee will be paid at the job rate of position she holds.
- LC.10.7 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.

## **LD – CONDITIONS OF WORK**

### **LD.1.0 – HOURS OF WORK**

- LD.1.1 The regular work shall consist of a forty (40) hours worked in five (5) days, Monday to Friday inclusive.
- LD.1.2 The scheduled work week for employees in schools with swimming pool operations shall consist of forty (40) hours worked in five (5) consecutive days Monday to Monday inclusive. Employees scheduled to work Saturday or Sunday shall be paid time and one half or double time respectively.
- LD.1.3 Employees shall have two fifteen (15) minute rest periods per day at times scheduled by the Board.
- LD.1.4 The normal starting and finishing times shall be as follows:
- LD.1.4.1 Day shift shall commence between 5:30 a.m. and 9:30 a.m. and finish between 2:00 p.m. and 6:30 p.m. Lunch period shall be unpaid and last one half-hour or one hour.
- LD.1.4.2 Afternoon shift shall commence between 1:00 p.m. and 4:00 p.m. and finish between 9:00 p.m. and 12:00 midnight. Lunch period shall be paid and last one half-hour and be considered part of the work period.
- LD.1.4.3 Midnight shift shall commence between 11:00 p.m. and 12:00 midnight and finish between 7:00 a.m. and 8:00 a.m. Lunch period shall be paid and last one half-hour and be considered part of the work period.
- LD.1.4.4 Mid-shift shall commence between 11:00 a.m. and 12:30 p.m. and finish between 7:00 p.m. and 8:30 p.m. Lunch period shall be paid and last one half-hour and be considered part of the work period.
- LD.1.4.5 The shifts referred to in D.1.4.1, D.1.4.2, D.1.4.3 and D.1.4.4 may be altered in consultation between the Union and the Employer for the purpose of building operations. A trial period of 6 months will be provided prior to any final implementation, by mutual agreement of the parties.
- LD.1.5 All employees working on a shift which is not a normal day of work shall have one half-hour paid lunch period, which is considered part of the work period.
- LD.1.6.1 Work schedules shall be posted by the Lead Caretaker or a Board designate two weeks or more in advanced and the Board shall make every effort to discuss with representatives of the Union any significant changes in the schedule of operations before putting into effect any such change.

LD.1.6.2 If an employee's work schedule is to be altered, then the Board shall provide any employee affected by the change at least forty-eight (48) hours' prior notice of the change in the work schedule. If such a change is to occur on a Saturday or Sunday work schedule, the Board shall provide an employee affected by such change at least seventy-two (72) hours prior notice.

LD.1.6.3 It is understood that in case of emergency the provisions in D.1.6.2 do not apply.

LD.1.6.4 Where the Board has identified a time defined circumstance where an employee is approved to move from a regularly prescheduled afternoon shift to a mid-shift as a result of a Board operational decision, the afternoon shift premium will be maintained for the duration of that shift. For example, such time defined periods may include Winter shut down, March Break, the last week of the school year, or the week prior to school starting.

LD.1.7 Although the Board expects to continue to employ its employees on a forty (40) hour basis it cannot guarantee to provide work for any employee and expressly reserves the right to reduce the work week or the working at any time. Subject to D.2.1, any reduction of hours or work week will start with term employees then probationary employees and then the least senior employees in the classification. Any changes to the regular working hours will be reviewed with the Union prior to implementation.

LD.1.7.1 Prior to the implementation of a schedule at the commencement of the school year, employees at each site will be provided an opportunity to submit their preference for placement within the schedule and will be assigned based upon seniority, subject to operational needs and/or workplace restrictions.

Any impact on scheduling placement due to workplace accommodations must be determined on an individual case-by-case basis, and shall be subject to the applicable workplace restrictions and the ability to fulfill the operational requirements of the shift.

LD.1.8 Summer Hours of Work:

The Board agrees to a four (4) day summer work week in lieu of time previously worked in accordance with the terms and conditions in the Minutes of Agreement dated November 27, 2001, agreed by the parties. It is recognized that the Employer may terminate this practice but only after the Union has had reasonable opportunity to make representations.

## **LD.2.0 – LAY-OFFS AND RECALL**

LD.2.1 In the event of a staff reduction resulting in a lay-off of personnel, the employee with the least seniority in the identified position, shall be the first laid off.

The Employer shall give the Union thirty (30) working days' notice in writing of the effective date of layoff(s). The Employer shall meet with the Union within five (5) working days of the written notice. Prior to the lay-off of any employee, the Board will first determine if there are any vacancies where an employee can be redeployed in the

same classification. Where no vacancies exist in the same classification, the Board will determine if there are any vacancies within the bargaining unit. For any redeployment to occur within the classification or bargaining unit, the employee must have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

If the employee accepts a lower position to avoid a layoff, they will be permanently transferred to that position and the Board shall have no further obligations to the employee as per the lay-off and recall provisions.

In the event that there are no vacant positions available in the same classification at the time of lay-off or where the employee has declined another position in the bargaining unit to avoid a lay-off, the employee will be laid off. During that period, the employee will be subject to recall in order of seniority, as suitable work becomes available for which they have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

It shall be the responsibility of laid-off employees to keep the Employer advised of their current residential address. An employee shall have ten (10) business days, following the delivery of the recall notice by registered post or courier to the most recent address of the employee filed with the Employer, to respond with an acceptance or refusal of the recall notice.

If an employee refuses an offer of recall, or fails to respond to a recall notice within the timelines provided above, then the employment relationship shall be deemed to have been terminated, the employee will lose all seniority, and the Employer shall have no further obligation to the employee under the collective agreement.

An employee who has been laid off will retain recall rights for a period equivalent to their length of seniority up to a maximum of eighteen (18) months from the first day of lay-off, after which seniority will be lost and the employment relationship shall be deemed to have been terminated.

- LD.2.2 No new employees will be hired until those employees who are on lay-off are given the opportunity for re-employment, provided however, that the employee on layoff has the knowledge, training, skill, ability and qualifications to perform the available work effectively.
- LD.2.3 Employees who are to be laid off shall be given twenty five (25) working days' notice prior to the effective date of lay-off, or pay in lieu of notice at the Board's discretion, unless the lay-off is brought about by reasons beyond the control of the Board.
- LD.2.4 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- LD.2.5 Any employee who is declared redundant to a work location shall be given the option of transferring to the first available position if equal classification or be demoted to the lower classification.

### **LD.3.0 – COMPLAINTS AND/OR DISCIPLINARY NOTICES**

LD.3.1 If a written complaint about the conduct of an employee is received by any person who discharges management functions on behalf of the Board and this written complaint is placed in the file of employee for future on disciplinary matters, then the employee concerned shall receive a copy of the written complaint.

LD.3.2.1 In the event that the Board imposes any form of disciplinary action on an employee or gives a written reprimand to an employee which is recorded and placed in the employee's personnel file, then the employee shall receive a copy of the written record, and shall acknowledge, in writing, without necessarily agreeing to its contents, receipt of such a record. Such material referenced in Articles D.3.1 and D.3.2.1 shall be kept on file for thirty-six (36) months, or such shorter time subject to the employee not repeating a similar offence during that shorter time, as agreed upon between the Board and the Union.

LD.3.2.2 The Board shall provide the President and Chief Steward of the Local Union a copy of any disciplinary notice given to an employee. Where the employee has been terminated, such notice shall be provided within 5 working days.

LD.3.3.1 If the Board requires an employee to present himself to a supervisor for the purpose of giving him:

- i. a warning of possible suspension or possible discharge or,
- ii. a suspension or discharge or,
- iii. a letter of discipline or a written reprimand,
- iv. or to interview him about his own conduct where disciplinary action may result for him.

the employee may request a representative of his choice be present, if available. Failing that, another steward may attend.

LD.3.3.2 In applying D.3.3.1, the supervisor shall advise the employee that he may request a Union steward or when no steward is available, a Union executive to be present.

LD.3.3.3 If the employee requests a steward, the Board shall allow the employee to choose a steward from those elected or appointed.

### **LD.4.0 – NO DISCRIMINATION**

LD.4.1 The Board and the Union agree that there shall be no discrimination against any employee based on the prohibited grounds specified by the Ontario Human Rights Code.



## **LD.5.0 – CONTRACTING OUT**

- LD.5.1 While it is recognized that the Board has the right to contract out, the right of the Board to exercise contracting out shall only be recognized if, as a result of contracting out, there is no reduction in the total number of caretakers or the total number of maintenance personnel.
- LD.5.2 During the term of the Collective Agreement the Board will not enter into any contracts with the contractors for the performance of caretaking services in any of its present and future schools and building operated by the Board.

## **LE – MISCELLANEOUS**

### **LE.1.0 – COPIES OF THE COLLECTIVE AGREEMENT**

- LE.1.1 The Board agrees to pay the cost of printing sufficient copies of this Collective Agreement for distribution to all newly hired probationary employees.

## **LF – LETTERS OF INTENT**

Any alleged violation of the Letters of Intent pursuant to this Collective Agreement may be the subject of grievance and arbitration articles of this Collective Agreement.

LF.1.1

### **LETTER OF INTENT #1 – TRAINING**

If, during the term of this Collective Agreement, the Board introduces technological change, such changes shall be implemented only after consultation with the Union. Any employee affected by this change shall be considered for retraining prior to lay-off. The Board agrees to make available opportunities to obtain basic skills in accessing Board communications via computers.

LF.1.2

### **LETTER OF INTENT #2 – APPOINTMENT FORMS**

The parties agree to develop a streamlined reporting process for the provision of timely membership information on a monthly basis. To achieve this, the board will provide the union President with a monthly, electronic data file of membership information.

Data fields may include:

Employee I.D.

First Name

Last Name

Home Address

Home Phone Number

Other Phone Number

Hire/Seniority Date

Work Location

Position

Rate of Pay

Allowances

Employment Status

Deceased (Active Members)

Terminations

Retirements

Where it is not reasonably possible to provide information requested or where information not identified herein, the parties will meet to discuss feasible alternatives. This electronic file replaces all other information requirements contained in the current collective agreement, excluding the union dues list.

LF.1.3

**LETTER OF INTENT #3 – GRASS CUTTERS**

The present release of the grass cutters for a twelve-month period will not be changed without first allowing the Union to make representations.

LF.1.4

**LETTER OF INTENT #4 – OVERTIME**

With respect to equitable distribution of overtime for caretaking and maintenance staff, the parties agree to abide by the letter of understanding and the guidelines for overtime that have been established by the Union/Management Committee as amended by the Committee from time to time.

LF.1.5

**LETTER OF INTENT #5 LIEU TIME**

For the duration of the 2019-2022 collective agreement, employees who have been scheduled by the Board and work overtime may be allowed to take time off work in lieu of overtime payment as follows:

- a) All requests for lieu time must be made in writing no later than 4pm on the Wednesday prior to the overtime shift by the employee and submitted to the Board for approval.
- b) An employee shall be allowed to accumulate up to a total of twenty-four (24) hours of lieu time in the period from September 1 to June 30. An employee will accumulate lieu time pursuant to article LB.4.2 and LB.4.4 equivalent to the calculated overtime hours.
- c) Employees will be required to obtain preapproval from the Board to take such lieu time and will not be permitted to utilize time in increments that are less than 4 hours. Any lieu time that has not been taken by July 1 may be scheduled by the Board. All accumulated lieu time must be utilized by no later than August 31.
- d) It is the employee's responsibility to ensure that their lieu time is utilized as carry over will not be permitted.
- e) Vacation and "5 days" take precedent when considering requests for lieu time. In addition, the Board may not support a request due to operational needs.

Subject to ratification of the local agreement, this letter of intent will come into effect on September 1, 2020. Prior to the expiration of the collective agreement, the Board and the Union will meet to review the operational feasibility of this initiative. This Letter of Intent will expire and shall be removed from the collective agreement on August 30, 2022.

LF.1.6

**LETTER OF INTENT #6 – JOINT-USE FACILITIES**

The parties agree to form a Union/Management sub-committee when needed to discuss the staffing implications/alternatives for joint-use facilities.

LF.1.7

**LETTER OF INTENT #7 – SUPERVISION**

The parties agree that general supervision shall not be assigned to any classification or position where supervision is not a core duty of that classification. Except in emergency situations CUPE 1196 members shall not be required to supervise student(s) in the absence of a teacher.

LF.1.8

**LETTER OF INTENT #8 – APPRENTICESHIP PROGRAM**

The Board and the Union agree to jointly monitor the terms and conditions of the apprenticeship program through the Union/Management Committee.

LF.1.9

**LETTER OF INTENT #9 – DISABILITY MANAGEMENT PROGRAM**

It is understood by the parties to this Collective Agreement that the Board will consult with CUPE 1196 in matters pertaining to the maintenance of the Disability Management Program. It is understood that members of CUPE 1196 will have the right to Union Representation at any disability and/or safe return to work meetings.

LF.1.10

**LETTER OF INTENT #10 – TERM EMPLOYEE POSITIONS - also see Article 6.0 Central**

The parties agree that a sub-committee of the Union/Management Committee will continue to implement and monitor the Term Employee Agreement.

The Employer will cooperate to ensure that full information is available to the Union for the monitoring of the Program. Management shall provide a list of Term employee positions to the Union on a quarterly basis.

The sub-committee will bring any amendments of the Term Employment Agreement to the Union Management Committee for review. Any changes to the Term Employment Agreement shall be by mutual consent of the parties.

LF.1.11

**LETTER OF INTENT #11 – JOINT PROFESSIONAL DEVELOPMENT COMMITTEE**

The York Region District School Board and CUPE 1196 have jointly agreed to a philosophy which encourages professional development for all members. An ad hoc professional development committee, with representation from Management and CUPE 1196, shall be established. CUPE 1196 is recognized as an equal participant in the professional development committee.

In accordance with the Provincial Discussion Table (PDT) Agreement, monies provided during the 2008-2009 and/or 2009-2010 school year will be allocated for professional development and training opportunities for all bargaining unit members. The allocation of CUPE 1196's proportional share of the Ministry of Education's funding enhancements for professional development and training for education support workers in the GSN shall be the ratio between CUPE 1196 FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 financial statements. The Board shall share the financial analysis and calculations of this allocation with CUPE 1196.

It is agreed that this professional development committee will meet within 60 days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for members during the 2008-2009 and/or 2009-2010 school years.

Mutually agreed upon items will be forwarded to the appropriate Board personnel for implementation.

LF.1.12      **LETTER OF INTENT #12 – BASELINE STAFFING** – also see Letter of Understanding #3 – Job Security: Protected Complement in the Central Agreement

Baseline staffing numbers for all Provincial Discussion Table (PDT) Agreement staffing issues will be set at the May 27, 2008 levels which have been established at 965.

LF.1.13      **LETTER OF INTENT #13 – Grievance Step 2 Timelines**

For the duration of the term of this collective agreement, the following provision shall supersede article L.A.4.3.3:

Step 2:

If the grievance is not settled as a result of Step 1, then within ten (10) working days after the decision of the Board has been received or should have been received, the Union will notify the Superintendent responsible for Human Resource Services or designate, in writing, if the Union wishes to move the grievance to Step 2. Upon receiving the grievance notification, the Superintendent responsible for Human Resource Services, or designate shall notify the Chief Steward of the time and place of a meeting, and shall schedule the meeting within fifteen (15) working days after receiving this notice.

The matter will be heard at Step 2 by up to (3) three members of senior management, herein referred to as the Management Committee, as appointed by the Superintendent responsible for Human Resource Services or designate. Once the submission of both parties regarding the particulars of the grievance have been heard at Step 2, the Management Committee will issue a decision in writing with the rationale for the decision in writing to the Chief Steward or designate of the Union within five (5) working days of being heard.

This LOI will expire on August 30, 2022 and be removed from the Collective Agreement. Any extension shall be subject to mutual agreement of the parties.

LF.1.14

**LETTER OF INTENT #14 SPLIT SHIFTS**

The Board shall not schedule split shifts, specifically, no regular shift shall be scheduled with an unpaid break between portions of the shift with the exception of regular meal times. This letter of intent does not supersede or replace Article L.D.1.7.

This letter of intent will expire and be removed from the Collective Agreement on August 30, 2030 or at the conclusion of the collective agreement that is closest to expiring within 10 years from the 2019-2022 collective agreement.

LF.1.15

**LETTER OF INTENT #15 - PAY EQUITY**

The parties agree to comply with the requirements of the Pay Equity Act. The parties will meet annually for the purpose of maintaining pay equity.

LF.1.16

**LETTER OF INTENT #16 - JOB DESCRIPTIONS**

The Board will create job descriptions for all positions for which the Union is the Bargaining agent. Copies of such job descriptions will be provided to the Union. When the employer makes a substantial change to the content of an existing position or in the event a new position is created, the employer agrees to provide the Union with an updated job description.

LF.1.17

**LETTER OF INTENT #17**

The Union will be offered a renewed opportunity to review the job descriptions developed under the 2014-2019 Collective Agreement for the purpose of providing feedback.

Any resulting revisions to the job description(s) will be provided to the Union. This letter of intent will expire and be removed from the collective agreement on August 30, 2022.

## **LG – MEMORANDUMS OF AGREEMENT**

### **LG.1.2 MOU #2 - OMERS LANGUAGE REGARDING “DEFINITION OF CONTRIBUTORY EARNINGS”**

#### **MEMORANDUM OF AGREEMENT**

**Between the**

**York Region District School Board (the Board)**

**And the**

**Canadian Union of Public Employees Local 1196 (CUPE Local 1196)**

Definition of contributory earnings: For all pension and other compensation purposes, the parties agree that contributory earnings must include all regular earnings including the following:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Retroactive pay (including any pay equity adjustment) that fits with the OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable, merit pay, commissions);
- Market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (e.g. flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Danger pay;
- Acting pay (Pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- Stand-by/call-in pay (pay for being on call, not pay for hours worked when called in);
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (e.g. education or car allowance);
- Taxable premiums for life insurance, calculated and adjusted twice yearly;

### **LG.1.3**

## MOU #3 – TRANSITION FOLLOWING ELECTIONS

### Memorandum of Agreement (MOA)

Between The York Region District School Board  
(The Board)  
AND  
CUPE 1196  
(The Union)

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**WHEREAS** the Board and the Union are parties to a collective agreement that is currently in effect;

**AND WHEREAS** Article C.2.0 of the CUPE 1196 collective agreement sets out instances in which employees are granted leave from the Board to attend to union business;

**AND WHEREAS** while it is recognized that the following falls outside of that which is provided for under Article C.2.0., and its related sub articles, the parties agree to the following:


Following an election and subject to the request of the outgoing President, the outgoing President, Chief Steward, and Health and Safety Officer will be provided a total of four (4) days of release time to be shared between these three outgoing union officials during the first two days immediately following the election to assist in the transition of any or all of: the incoming President, the Chief Steward, and/or the Health and Safety Officer. The Board shall pay the employees' regular wages and benefits for the days and bill the cost of such to the Union for reimbursement.

**For the Board**

Signature: 

Dated: Nov 19/15

**For the Union**

Signature: 

Dated: Nov 19/15



**Annexed Articles removed from the September 1, 2012 to August 31, 2014 CUPE 1196 Collective Agreement**

The following Articles have been removed from the CUPE 1196 Collective Agreement, but the history preserved in this document and annexed at the back of the Collective Agreement are for reference purposes only.

<b>1196</b>	
LB.5.3	<b>Semi-Private:</b>
LB.5.3.1	The Board shall pay 100% of the premium cost of semi-private hospital coverage for all full-time employees.
LB.5.4	<b>Extended Health Care</b>
LB.5.4.1	The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for vision care coverage in any two consecutive calendar years for all full-time employees as follows:  \$300 effective September 1, 2008;  \$350 effective September 1, 2010.
LB.5.4.2	The Board shall pay 100% of the premium cost for extended health care coverage, which shall include provision for hearing aid coverage to the extent of \$200 in any two consecutive calendar years for all full-time employees effective September 1, 2001
LB.5.5	<b>Dental Plan:</b>
LB.5.5.1	The Board shall pay 100% of the premium cost for a basic dental plan with the:  2007 Ontario Dental Association (ODA) rates effective September 1, 2008;  2008 ODA rates effective September 1, 2009;  2009 ODA rates effective September 1, 2010;  2010 ODA rates effective September 1, 2011.
LB.5.5.2	Orthodontic rider:  A member may, subject to enrolment requirements of the insurance carrier, participate in major restorative rider or an orthodontic rider. The employee will pay 100% of the cost.
LB.5.6	<b>Group Insurance:</b>

LB.5.6.1	The Board shall pay 100% of the premium cost for a Group Life Insurance Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.
LB 5.6.2	Triple insurance coverage may be carried by the employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total cost of the difference between the premium for double the employee's basic annual salary coverage and the premium for triple employee's basic annual salary.
LB.5.7	<b>Accidental Death and Disability:</b>
LB.5.7.1	The Board shall pay 100% of the premium for an Accidental Death and Disability Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.
LB.5.8	<b>Change of Carrier:</b>
LB.5.8.1	The Board may change the carrier of any benefit plan (other than OHIP) provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.
LB.5.9	The Employer will provide a drug card to all eligible employees.
LB.5.10	CUPE 1196 employees working past age 65 shall be eligible for applicable Board benefits.
LB.11.1	Employees covered by the terms of this Collective Agreement shall be entitled to a sick leave plan, which provides a benefit of two (2) days without loss of pay per month for personal illness with an accumulation of sick pay credits up to a maximum of two hundred and sixty-four (264) days.
LB.11.2	For the purposes of retirement or death, an employee may accumulate sick leave up to a total maximum credit of one hundred and twenty (120) days' pay which will be paid to the employee upon retirement or, upon the employee's death, will be paid as per Article B.11.5.
LB.11.3	The credit in the Retirement Gratuity account shall be calculated as follows
LB.11.3.1	At the end of each year the number of days added to the Retirement Gratuity Account with respect to that year shall be one-half of the unused sick leave credit of that year as provided in B.11.1.
LB.11.3.2	The maximum amount, which can be accumulated in the Gratuity Account, shall be 120 days.

LB.11.3.3	Absence shall affect the gratuity account only when the number of days in the sick leave account falls so as to equal the number of days in the gratuity account at which time each account shall be reduced by one day for each day's absence.																																
LB.11.3.4	No Sick Leave credits transferred from another Board shall earn credit in the gratuity account.																																
LB.11.4.1	<p>The calculation of the gratuity will be the total of (i) and (ii):</p> <p>(i) For service up to August 31, 1979</p> <table style="margin-left: 40px;"> <tr> <td># days in gratuity account accumulated</td> <td></td> <td>Annual Salary at time of</td> </tr> <tr> <td><u>Under provisions of previous agreements</u></td> <td>X</td> <td>Retirement</td> </tr> <tr> <td>240</td> <td></td> <td></td> </tr> </table> <p>(ii) For service after September 1, 1979</p> <table style="margin-left: 40px;"> <tr> <td># days in gratuity account accumulated</td> <td></td> <td>Annual Salary at X% at</td> </tr> <tr> <td><u>Under provisions of this collective agreement</u></td> <td>X</td> <td>time of retirement</td> </tr> <tr> <td>240</td> <td></td> <td></td> </tr> </table> <p>The following table shall be used for calculating gratuity amounts.</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>TOTAL NUMBER OF YEARS OF SERVICE WITH YORK REGION INCLUDING PREDECESSOR BOARDS</th> <th>PERCENTAGE PAYABLE IN ACCORDANCE WITH THIS COLLECTIVE AGREEMENT</th> </tr> </thead> <tbody> <tr> <td>UP TO 5 YEARS</td> <td>0%</td> </tr> <tr> <td>5 YEARS</td> <td>10%</td> </tr> <tr> <td>6 YEARS</td> <td>16%</td> </tr> <tr> <td>7 YEARS</td> <td>22%</td> </tr> <tr> <td>8 YEARS</td> <td>28%</td> </tr> <tr> <td>9 YEARS</td> <td>34%</td> </tr> </tbody> </table>	# days in gratuity account accumulated		Annual Salary at time of	<u>Under provisions of previous agreements</u>	X	Retirement	240			# days in gratuity account accumulated		Annual Salary at X% at	<u>Under provisions of this collective agreement</u>	X	time of retirement	240			TOTAL NUMBER OF YEARS OF SERVICE WITH YORK REGION INCLUDING PREDECESSOR BOARDS	PERCENTAGE PAYABLE IN ACCORDANCE WITH THIS COLLECTIVE AGREEMENT	UP TO 5 YEARS	0%	5 YEARS	10%	6 YEARS	16%	7 YEARS	22%	8 YEARS	28%	9 YEARS	34%
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	10 YEARS	40%
	11 YEARS	46%
	12 YEARS	52%
	13 YEARS	58%
	14 YEARS	64%
	15 YEARS	70%
	16 YEARS	76%
	17 YEARS	82%
	18 YEARS	88%
	19 YEARS	94%
	20 YEARS	100%
	No payment shall be made unless the employee has five (5) or more years	
LB.11.4.2	The gratuity shall be payable in one payment on the date of retirement or on January 15 of the following year at the option of the employee.	
LB.11.4.3	The gratuity by statute may not exceed 50% of the credit in the Sick Leave Account.	
LB.11.5	In the event of the death of an employee while in the service of the Board, a calculation shall be made of the service gratuity which would have been paid to the employee had the employee retired on the date of his/her death, and this gratuity shall be paid to the employee's designated beneficiary for group life insurance unless otherwise stipulated in writing by the employee.	
LB.11.7	On an annual basis, each employee covered by this Collective Agreement shall be given a statement notifying him of his current sick leave credit position and his current death or retirement allowance. (SEE MOU)	
LC.2.1.2	Upon written request by the employee, he may retain his insured employee benefit coverage provided that the full premium cost is paid by the employee under a preauthorized payment plan. The Board will collect the benefit premium on a monthly	

	basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
LC.5.0	OTHER LEAVES
LC.5.1	An employee shall be entitled to the following leave days with pay, but charged to sick leave and appropriate charge to the gratuity account:
LC.5.2.1	Observance of a Faith Day where the tenets of the employee's religion, requires the employee to be absent from work (maximum two (2) days with no charge to sick leave or retirement gratuity).
C.5.2.2	For the purposes of a Faith Day for a sincerely held religious belief, there shall be no deduction from pay for absences of an additional three (3) days, but an employee absent from duty for these additional days shall have three (3) days charged to the employee's sick leave account.
C.6.1	The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by employees from Services Canada, (formerly known as Human Resources Development Centre of Canada) for temporary unemployment caused by Pregnancy or Parental Leaves.
C.6.2	The employee must be eligible to receive E.I. pregnancy or parental benefits from Services Canada, (formerly known as Human Resources and Development Centre of Canada) and must also be eligible for pregnancy or parental leave under the Ontario Employment Standards Act.
C.6.2.1	A SEB payment will not be made if the employee accesses the sick leave/gratuity plan or if the Employment Insurance waiting period has been waived.
C.6.3	An application for SEB must be made by the employee on a form to be provided by the Board. The employee shall provide verification of the approval of the E.I. claim.
C.6.4	A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I.
C.6.5	The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to an employee under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee's normal weekly earnings.
C.6.6	The employee shall sign an agreement with the Board indicating:

	<p>(a) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning from the employee's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement; and,</p> <p>(b) that should the employee not comply with (a) above the employee shall reimburse to the Board any monies paid to the employee under this SEB Plan.</p>
C.7.10	An employee returning from Pregnancy/Parental leave shall have existing sick leave benefits and retirement gratuity credits fully reinstated.
LC.8.6	An employee on Infant Care Leave shall not be paid employee benefits during the period of the leave. Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable under a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
C.8.10	An employee returning from Infant Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.
LC.9.3	The Board shall continue to pay its share of the Employees insured employee benefit plan for the period of the Adoption/Parental Leave.
C.9.6	An employee returning from Adoption/Parental leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.
LC.10.5	An employee on Child Care Leave shall not be paid employee benefits during the period of the leave Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable under a preauthorized payment plan where this is within the terms of the Board's contract with the insurer. The Board will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence.
C.10.8	Leave of absence granted because of Child Care Leave shall not be charged to the Sick Leave Plan and No Sick Leave Credits shall accrue.
C.10.9	An employee returning from Child Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.

LC.3.2	A leave of one day shall be granted for the purpose of attending a funeral other than the cases listed in C.3.1. Such absence shall be deducted from sick leave credits in accordance with Article C.5.0.
LF.1.3	<p>LETTER OF INTENT #3 – RETIRED BENEFITS – See C5.00 and Letter of Understanding #9 – Benefits of the Central Agreement</p> <p>If approved by the insurance underwriters, and if there is no increased cost in premium to the Board, a member who retires from the Board prior to age 65, or is on LTDI, may retain membership in any Group Benefit Plans to which he belonged to at the time of retirement, or is placed on LTDI, until he attains the age of 65 years. The retired member and/or the members on LTDI must pay full premium cost to maintain his participation and coverage under the group contracts.</p>
LF.1.12	<p>LETTER OF INTENT #12 – DRUG CARD – see C 5.00 and Letter of Understanding #9 – Benefits of the Central Agreement</p> <p>The parties agree that the Drug Card System has proven to be cost neutral to the Board. The sub-committee of Union Management will continue to monitor the system to ensure that the cost remains neutral.</p>

**Annexed Articles removed from the September 1, 2014 to August 31, 2019 CUPE 1196 Collective Agreement**

1196	
LG.1.1	<p style="text-align: center;">MOA #1 – GRIEVANCE PROCESS</p> <p style="text-align: center;">MEMORANDUM OF AGREEMENT</p> <p style="text-align: center;">Between the</p> <p style="text-align: center;">York Region District School Board (the Board)</p> <p style="text-align: center;">And the</p> <p style="text-align: center;">Canadian Union of Public Employees Local 1196 (CUPE Local 1196)</p> <p>With respect to the filing of grievances both parties agree that the following procedure will be followed:</p> <ul style="list-style-type: none"> <li>• Regardless of who applies or attends a meeting for the application of discipline, the grievance will be filed at a Step One. If an AMC delivers the message at a Step One, the Step Two goes to the Manager of Caretaking or their designate.</li> <li>• The parties agree that this applies except for situations where the grievance should directly proceed to Step Three as in a termination, policy or group grievance,</li> <li>• It is agreed that, where both parties agree, discussion about a grievance and its resolution can take place outside of the grievance procedure, with a view to early resolution, regardless of the step at which it is filed.</li> </ul> <p>This agreement is without prejudice or establishing precedent and can be revoked by either party at any time, by providing two months’ notice in writing.</p>
LF.1.5	<p>LETTER OF INTENT #7 – CONTRACTING-IN</p> <p>The parties agree that a sub-committee of Union/Management will meet to consider and report on the cost effectiveness of contracting-in maintenance work.</p>
LF.1.13	<p>LETTER OF INTENT #16 – PDT AGREEMENT STAFFING – <b>see Letter of Understanding #3 – Job Security: Protected Complement in the Central Agreement</b></p> <p>Enhanced staffing complement provided by the Provincial Discussion Table (PDT) Agreement will be allocated effective September 1, 2009 as follows:</p>



	28 Caretaking positions
	4 Maintenance positions