

# Collective Agreement

between the

York Region District School Board

- and the -

Canadian Union of Public Employees

Local 1734



Part “A” – CUPE Central Collective Agreement

Part “B” – CUPE Local 1734 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. AFOSC 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> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Left Hand</b></td> <td style="width: 50%;"><b>Right Hand</b></td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>specify</i>):</td> <td><input type="checkbox"/> Other (<i>specify</i>):</td> </tr> </table>			<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> Other ( <i>specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>											
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping											
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching											
<input type="checkbox"/> Other ( <i>specify</i> ):	<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  <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> <b>(Please Print)</b>			
_____			
<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 31<sup>st</sup> of each year.

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

## **5.0.0 SHARED SERVICES**

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

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

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

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

- g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

#### **7.0.0 ACCOUNTABILITY**

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

#### **8.0.0 TRANSITION COMMITTEE**

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

#### **9.0.0 PAYMENTS**

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

#### **10.0.0 ENROLMENT**

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

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

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

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

#### **12.0.0 CLAIMS SUPPORT**

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

#### **13.0.0 PRIVACY**

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

## **Appendix A – HRIS File**

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

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

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

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

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

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

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



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

### **1.0.0 PRINCIPLES**

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

### **2.0.0 GOVERNANCE**

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

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

### **3.0.0 ELIGIBILITY and COVERAGE**

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

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

#### **4.0.0 FUNDING**

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

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

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

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

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

#### **4.2.0 On-Going Funding**

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan’s Administrator and on the first day of each month thereafter.

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

#### **5.0.0 SHARED SERVICES**

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

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

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

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

## **7.0.0 ACCOUNTABILITY**

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

### **8.0.0 TRANSITION COMMITTEE**

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

### **9.0.0 PAYMENTS**

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

### **10.0.0 ENROLMENT**

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

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

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

### **12.0.0 CLAIMS SUPPORT**

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

### **13.0.0 PRIVACY**

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

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## **CUPE 1734 - PART B – LOCAL TERMS**

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

LA.1.1 The word "employee" or "employees" wherever used in this Agreement shall mean the employees of the York Region District School Board in the collective bargaining unit set out in LA.1.2.

LA.1.2 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, hours of work and other working conditions for all Office, Clerical, Technical, Designated Early Childhood Educators (DECEs) and Educational Assistant employees employed with the York Region District School Board as outlined under the "Position" section in Article LB.1.0 – Rates of Pay of this Collective Agreement, including new bargaining unit positions created during the life of this Agreement.

LA.1.3 Wherever the singular is used in this agreement, it shall be construed as if the plural has been used where the context of the party or parties hereto so requires.

LA.1.4 Wherever the term "Supervisor" is used, it shall be deemed to mean the employee's immediate Supervisor outside of the bargaining unit. For staff assigned to a school, the Principal and/or Vice-Principal is considered to be the employee's immediate Supervisor.

### **LA.2.0 DURATION OF AGREEMENT – see Central Agreement C3.00 and related subsections**

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 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 any other time 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 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 Agreement.

**LA.4.0 GRIEVANCE AND ARBITRATION PROCEDURES** – see C4.00 – Central Dispute Resolution Process of the Central Agreement

LA.4.1 For the purposes of Part B (local) Agreement, a grievance is defined as being a claim that there has been a violation of Part B (local) of this Agreement and that the Board or the Union has acted, for the purpose of application, administration or interpretation, in a manner which violates Part B this Agreement.

LA.4.2 Only the Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the employer in the manner provided in the Grievance Procedures. Such a grievance shall commence at Step 1.

LA.4.3 If an employee has a complaint, the employee shall first discuss the complaint with his/her immediate Supervisor.

LA.4.4 If the subject matter of the complaint is not settled within a period of five (5) working days, then the following steps in the Grievance Procedure should be followed:

**LA.4.4.1 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 submit the grievance to his/her Steward. If the Steward considers the matter to be a grievance, as defined in LA.4.1, then the employee, accompanied by his/her Steward, may present his/her grievance in writing to his/her Supervisor. The grievance shall be in writing, signed by the Steward and shall advise management of the remedy sought and any provision of this Collective Agreement upon which the grievance is based. The Supervisor shall answer in writing the grievance within five (5) working days after he/she has received same. In the normal course, the applicable Manager, Coordinator or Administrator would not have been present at the Step 1 meeting. However, in the event the Manager, Coordinator or Administrator does attend the meeting, then it will be considered to have been a Step 2 meeting, and the Manager, Coordinator or Administrator will have ten (10) working days to answer the grievance in writing. If the Grievance is not then settled, the Union may proceed directly to Step 3.

**LA.4.4.2 Step 2:**

If the grievance is not then settled, then the grievor may, accompanied by his/her Steward within five (5) working days after the written decision of the Supervisor has been received or should have been received, present the grievance to the applicable Manager, Coordinator or Administrator or other representative designated by the Board from time to time. The Manager, Coordinator or Administrator or other representative designated by the Board shall answer the grievance in writing within five (5) working days after the grievance has been received.

**LA.4.4.3 Step 3:**

If the grievance is not settled in accordance with Step 2, then within ten (10) working days after the decision of the Manager, Coordinator or Administrator or other designate has been received or should have been received, then the grievance may be presented to the Superintendent responsible for Human Resource Services who shall convene the Management Committee. Upon receiving the grievance, the Management Committee shall notify the Business Representative of the Union, of the time and place of a meeting when they will discuss and consider the representations made and the decisions reached at Step 2. The meeting shall take place within ten (10) working days after the Management Committee has received the grievance and the decision of the Management Committee shall be given in writing to the Business Representative of the Union within ten (10) working days after such a meeting.

The Management Committee shall be made up of the Associate Director of Education (Business), the Superintendent responsible for Human Resource Services, (HRS) Administration and/or one other member to be determined from time to time.

LA.4.5 The Board may submit to the Union a grievance with respect to the conduct of the Union, its Officers, or 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 Business Representative of the Union, 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 in accordance with the provision of LA.4.8 of this Agreement.

LA.4.6 The Union may submit a Policy Grievance which is distinguishable from the grievance of any individual employee and which concerns the Union itself and which alleges a violation of this Agreement. Such a grievance may be presented in writing to the Superintendent responsible for Human Resource Services, who shall convene

the Management Committee as referred to in the Grievance Procedure within twenty (20) working days after the alleged violation. If the grievance is not settled within fifteen (15) working days, it may then be referred to arbitration under the provisions of LA.4.8 of this Agreement.

LA.4.7 Where a specific provision of this 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. The grievance shall be signed by those grieving or by three members of the Union Executive, which shall identify those who are grieving. The grievance must be presented to the Superintendent responsible for Human Resource Services or designate within twenty (20) days of the alleged violation or misinterpretation. If the grievance is not settled within twenty (20) working days, it may be referred to the Management Committee as referred to in the Grievance Procedure. If the grievance is not settled within fifteen (15) working days, it may be referred to arbitration under the provisions of LA.4.8 of this Agreement. Such a grievance will only be possible where the remedy sought is identical.

LA.4.8 In the event that a grievance is to proceed to arbitration, then the party going to arbitration must send a Notice of Intention to proceed to arbitration to the other party within twenty (20) working days after the last Step in the Grievance Procedure has been exhausted. 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.

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

LA.4.9 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 to the proposed Arbitration Board within ten working days after receiving the notice.

LA.4.10 The two nominees so appointed shall attempt to select a Chair 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 Chair 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 Minister of Labour of Ontario.

- LA.4.11 Each party shall bear the expenses of its own nominee to an Arbitration Board or Arbitrator, as the case may be, and the parties shall jointly and equally bear the expenses of the Chair.
- LA.4.12 No grievance may be submitted to a Board of Arbitration/Arbitrator or dealt with by a Board of Arbitration/Arbitrator, unless it has been properly carried through all the required steps of the Grievance and Arbitration Procedures.
- LA.4.13 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.4.14 The Arbitration Board/Arbitrator shall have the power to determine if any matter is arbitrable. Any Board of Arbitration/Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to nor amend any of the terms of this 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 and to the issues outlined in the grievance.
- LA.4.15 The decision of a Board of Arbitration 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 Chair shall constitute a final and binding decision of the Board. In the case of a single Arbitrator, the decision of the single Arbitrator shall be final and binding upon the parties.
- LA.4.16 The time limits specified in Articles LA.4.0 through LA.4.15 may be extended by mutual agreement between parties, in writing. Where there is not mutual agreement, the timelines remain in effect and are binding.
- LA.4.17 If an employee is discharged, his/her grievance must be presented in writing, signed by the employee concerned, within ten (10) working days after the discharge, to the Superintendent responsible for Human Resource Services, or designate, who shall answer the grievance in writing within ten (10) working days after the grievance is presented to him/her. The employee's Steward shall be present when the employee presents his/her grievance. If the grievance is not settled, it shall be presented by the Grievance Committee to the Management Committee in accordance with the procedure outlined in Step 3 of the Grievance Procedure within ten (10) working

days after the written answer of the Superintendent responsible for Human Resource Services or designate, has been received by the employee.

LA.4.18 Where an employee's grievance against his/her discharge or suspension comes before an Arbitration Board/Arbitrator, the Arbitration Board may make a ruling:

LA.4.18.1 confirming the Board's decision; or

LA.4.18.2 reinstating the employee with or without compensation for wages lost, (except for the amount of remuneration the employee has received elsewhere); or

LA.4.18.3 disposing of the grievance in any other manner which may be just and equitable.

LA.4.19 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a probationary employee.

#### **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, 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 in the bargaining unit, except those working less than eleven (11) hours a week, shall be required to pay Union dues.

LA.6.2 The deduction of Union dues shall be made from each pay period and the total amount of Union dues deducted shall be forwarded by the Board to the Secretary-Treasurer of the Local Union not later than the fifteenth (15<sup>th</sup>) day of the following month together with a list of names and addresses of all employees from whose wages the deductions have been made and a total of all wages paid to employees in the bargaining unit, exclusive of overtime and fringe benefits.

LA.6.3 When a new employee covered by the terms of this Agreement is hired, within sixty (60) working days a member of the Union shall be given an opportunity to notify the new employee of the name of his/her Steward and shall acquaint the employee with

the Union security provisions of this Agreement and shall also give the new employee a copy of this Collective Agreement.

Where the Employer conducts staff orientation sessions for CUPE 1734 members, the Union will be provided fifteen minutes at each session to make a presentation about membership in the Union. The Employer will not be present during the Union presentation.

The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

LA.6.4 Upon written request by the Union, the Board shall endeavour to provide requested information in a timely fashion.

**LA.7.0 SENIORITY**

LA.7.1 In the 2005/2006 school year, of this Collective Agreement, seniority means the length of service with the Board or with any predecessor Board of Education which has been amalgamated or merged with the Board, and seniority shall operate on a bargaining unit-wide basis. Commencing September 1, 2006, seniority shall mean length of service within CUPE Local 1734.

LA.7.2 A new employee shall be on probation for a period not exceeding ninety (90) working days. When an employee proves satisfactory, he/she shall be confirmed in his/her position and his/her name shall be placed on seniority list and his/her seniority shall date back to the date of his/her hire.

LA.7.3.1 The Board will maintain a seniority list showing each employee's name, his/her job classification and the date upon which his/her seniority commenced.

LA.7.3.2 The seniority list will be revised and posted on the internal intranet (BWW) twice a year at the end of May and the end of November, and the Board will send the list electronically to the Union.

LA.7.3.3 Member's 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 Those transferred to positions not covered by this Agreement, will retain their seniority accumulated in the bargaining unit for a period of twelve (12) months, or up to twenty-four (24) months by mutual agreement of the parties, and if transferred back into the bargaining unit within the agreed upon period, they shall be credited with all previously accumulated seniority within CUPE 1734, provided that no bargaining unit employee who has completed his/her probationary period



shall be displaced as a result of such transfer. Parties may jointly agree to extend past the 24 months upon mutual agreement between the Board, the Union and the Employee.

LA.7.5 If an employee is absent from work because of personal illness, accident or leave of absence authorized by the Board, he/she shall not lose his/her seniority rights. However, an employee's seniority shall be lost, and his/her employment deemed to be terminated for any of the following reasons:

LA.7.5.1 dismissal for just cause;

LA.7.5.2 voluntary resignation;

LA.7.5.3 lay-off for twelve (12) consecutive months;

LA.7.5.4 failure to report to the Board within the time specified in a recall notice or failure to report for work on the date specified in a recall notice unless unable to do so for a valid reason. Notices of recall shall be sent by registered mail or by external courier to the employee's last address on the Board's Human Resource Services records and a copy will be sent to the Recording Secretary of the Union;

LA.7.5.5 absence from work for three (3) consecutive working days without a valid reason;

LA.7.5.6 absence from work due to illness or injury for more than two (2) years.

LA.7.6.1 It shall be the duty of the employee to notify the Board, specifically 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 Service's records shall be conclusively deemed to have been received by the employee.

LA.7.6.2 The Board will provide the Union with the names, addresses and phone numbers by December 1st and June 1st of each year.

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

LA.8.1 The Union shall elect or appoint a maximum of twenty (20) Stewards for each subsequent year of this Collective Agreement. The Union agrees that it will endeavour not to elect or appoint more than one Steward per worksite, with no more than one Steward to be released per worksite at the same time. It is understood that transfers may result in more than one Steward per site for the balance of that school year. The absence of a Steward from his/her normal duties

shall be subject to the operational needs of the employer. Such absence shall not be unreasonably denied, and any such denial must be given to the Steward in writing.

- LA.8.2 A person shall not qualify to serve as a Steward unless he/she has acquired seniority under the terms of this Agreement.
- LA.8.3 The Union shall inform the Board within ten (10) working days of any change to the list of Stewards.
- LA.8.4 The Board shall not be obliged to recognize any Steward unless the Board has been properly informed of her appointment or election.
- LA.8.5 In addition to the Stewards elected or appointed pursuant to LA.8.1, the Union shall elect or appoint a Chief Steward.
- LA.8.6 The Board agrees to recognize a Union Grievance Committee comprised of the Chief Steward, one other Steward and one Executive Officer of the Union.
- LA.8.7.1 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 other Union business.
- LA.8.7.2 In accordance with this understanding the Board will compensate the Stewards, 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.
- LA.8.7.3 This allowance does not apply for any time spent on these matters outside regular working hours.
- LA.8.8.1 It is understood that the Stewards and the committee members have their regular work to perform on behalf of the Board.
- LA.8.8.2 If it is necessary for a committee member or Steward to service a grievance during his/her working hours, he/she shall not leave his/her work without first obtaining the permission of his/her immediate available Supervisor.
- LA.8.8.3 If requested, he/she shall give a reasonable explanation why he/she deems such action is necessary and when resuming his/her regular work, he/she shall then again report to his/her immediate available Supervisor.
- LA.8.8.4 Permission from a Supervisor shall not be unreasonably withheld.

## **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 proper 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 There shall be no loss of regular wages by an employee when serving and meeting on an approved Board/Union Committee.
- LA.9.3.2 No employee negotiating committee member shall be required to report to work on negotiation days provided that direct negotiations take place for any part of such days.
- LA.9.3.3 The Board reserves the right to limit the payment for up to six (6) employees in LA.9.3.2. In the period six (6) months prior to the termination of the Collective Agreement, each member of the Union Bargaining Committee shall be entitled to two (2) days off with pay to prepare for negotiations.
- LA.9.3.4 Notwithstanding LA.9.3.3, no payment toward the employee negotiating team will be made by the Board, when third party assistance is entered into.
- LA.9.3.5 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 work time.
- LA.9.4 All correspondence between the parties arising out of this Agreement and incidental thereto, shall pass to and from the Superintendent responsible for Human Resource Services and the Recording Secretary of the Union.
- LA.9.5 The Board shall consult the Union when any change of status of members of the Bargaining Unit is considered.
- LA.9.6 Notwithstanding the above, the Board shall forward to the Union President copies of Staff Appointment Forms. The above procedure will not include temporary transfers for a period less than thirty (30) days.

## **LA.10.0 UNION/MANAGEMENT COMMITTEES**

- LA.10.1 The Board and the Union agree to recognize a Union/Management Committee which will be made of up to five (5) representatives of each party which shall meet at regular intervals at a time mutually agreed upon by the parties for the purpose of discussing mutual concerns which are not properly matter to be dealt with by other committees.
- LA.10.2 The Board agrees that no employees shall be subject to any loss of normal earnings due the time spent by the employee when attending any meetings of the committee.

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

- LA.11.1 All new positions as well as first and second-generation vacancies which occur within the Bargaining Unit shall be posted for a period of four (4) working days before the vacancy is permanently filled. This procedure is to be followed so that all Board staff will know of the vacancy or of the new position and be able to submit an application for same. The notice of vacancy or new position shall contain the following information: location (if possible), nature of position, qualifications, required knowledge and education, skill, shifts and wage or salary rate or range and reason for the posting. Unless superseded by a lateral move, all qualified applicants will participate in the selection process including an interview.
- LA.11.1.2 The Board will notify the Union of all third and subsequent generation vacancies three (3) days prior to filling the vacancy.
- LA.11.1.3 Vacancies arising during the summer months shall be posted in accordance with LA.11.1. Vacancies arising during the summer months shall be posted on the Board's website. At all times and for all postings Article LA.11.1 shall apply.
- LA.11.2 All applications for a posted vacancy or a new position shall be made using the approved application process.
- LA.11.3 It is understood that the Board shall have the right to temporarily fill a vacancy until it has been permanently filled for a period of up to thirty (30) working days or for a longer period of time by mutual agreement of the Union and the Board.
- LA.11.4 In filling any posted vacancy or new position for a position within the Bargaining Unit the Board will consider 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 within the Bargaining Unit, shall be selected. Relatively equal means that the most senior applicant will be awarded the position if their score is within 10 percentage points of the highest scoring candidate. The Bargaining Unit employee shall have priority preference to any

Bargaining Unit position. If no suitable applications are received, the Board reserves the right to hire.

- LA.11.4.1 The selection process for each job competition will be established based on the requirements of the position and the applications received from qualified candidates.
- LA.11.4.2 For all lateral moves and for third and subsequent vacancies (Band 1 through 7), the most senior candidate will be selected if they meet the pre-established threshold requirement. The threshold requirement established by the Board will be appropriate to each job classification.
- LA.11.4.3 For the purposes of this agreement, a lateral move is when an employee applies to move from a job title in one location to the same job title in a new location.
- LA.11.4.4 The components of the selection process will be consistently administered.
- LA.11.4.5 The practicum, where used, will be directly related to the duties of the position.
- LA.11.5 Unless otherwise indicated on the posting, the successful candidate will be placed in their new position within 20 working days unless mutually agreed by the Union and the Board. Such mutual agreement shall not be unreasonably withheld. In any instance, unless indicated otherwise, the successful candidate will be paid the applicable rate of pay of the new position commencing on the 11th working day.
  - LA.11.5.1 Any successful Bargaining Unit applicant filling a vacancy or new position will be placed in the vacancy or new position for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory during this period of time, he/she will then be confirmed in his/her new classification.
  - LA.11.5.2 During the trial period, the employee will be paid the rate of pay for the job he/she is doing.
  - LA.11.5.3 If the employee proves unsatisfactory during the trial period, he/she will be returned to his/her former rate of pay and will be returned to his/her former work location.
  - LA.11.5.4 Should an employee wish to return to his/her former position or location during the trial period, he/she may be returned by mutual agreement. If there is no mutual agreement, he/she will be returned to his/her former rate of pay at another location.
- LA.11.6 When a successful candidate has been chosen for a vacancy, the Board shall notify the Union and all candidates of the name of the person who was successful in filling the vacancy. Such notice will be sent out within ten (10) working days.

LA.11.7 Those twelve (12) month employees filling vacancies as a result of their applying to a job posting are to remain twelve (12) months at their position. Ten (10) month employees are to remain in their position until the end of the school year. This requirement can be waived with permission from the Superintendent responsible for Human Resource Services. This does not prevent employees from applying for a position or from applying for a promotion during the twelve (12) month period.

LA.11.8 In order to provide continuity of care to students with special needs, Special Education Assistants, Child & Youth Care Workers, Health Assistants, Developmental Support Workers, DECEs and Intervention Support Workers cannot transfer job locations (or in the case of an itinerant position, region) during the school year without approval from the Superintendent responsible for Human Resource Services. This does not prevent employees from applying for a position during the school year.

**PART LB – WAGES AND BENEFITS**

<b>LB.1.0 RATES OF PAY AND CLASSIFICATIONS</b>	
	(Note: See LB.1.0.2 for Market Adjustment Job Classifications)
	Non-Market Adjusted Job Rate

**Revised Grid following the Appeals to the Third Comprehensive CUPE 1734 Joint Evaluation Process**

**Effective September 1, 2019 (1% Increase per Collective Agreement)**

**Non-Market Adjusted Job Rates**

**Market Adjusted Job Rates**

Classification	Effective September 1, 2019				Classification	Effective September 1, 2019			
	Step 1	Step 2	Step 3	Step 4		Step 1	Step 2	Step 3	Step 4
Band 1 (330-379)	19.12	19.55	19.98	20.41	Band 6 (580-629)	28.60	29.01	29.45	29.88
Booking Office Operator*					Access Notetaker				
Band 2 (380-429)	22.48	22.90	23.33	23.76	Band 7 (630-679)	28.60	29.01	29.45	29.88
Administrative Support - Media Resources					School Brailist				
Administrative Support - Office Services					Communicative Disorder Assistant				
Operations Assistant - Summer Institute					Band 7 (630-679)	32.00	32.41	32.86	33.26
Receptionist					Buyer				
Band 3 (430-479) Original Band	22.58	23.01	23.44	23.86	Band 8 (680-729)	34.22	34.63	35.08	35.50
Administrative Support - Night School					Senior Application Support Analyst				
A.V. Assistant *					Band 8 (680-729)	32.00	32.41	32.86	33.26
Educational Assistant - Summer Learning					Enterprise Support Analyst				
Hardware Operator*					Desktop Support Technician				
Summer Institute Secretary*					Band 8 (680-729)	32.88	33.29	33.73	34.15
Warehouse Person*					Central Brailist				
Band 3 (430-479) Proportional Value Method Band					Sign Interpreter				
Administrative Support - Summer School	22.75	23.17	23.60	24.02	Band 9 (730-779)	29.66	30.08	30.51	30.94
Service Desk Operator	23.30	23.72	24.16	24.57	Intervenor for Students with Deafblindness				
Learning, Design and Development Media Assistant	22.75	23.17	23.60	24.02	Band 9 (730-779)	32.00	32.41	32.86	33.26
Media Specialist 1	22.58	23.01	23.44	23.86	System Analyst (IT Integration Analyst (Formerly Network Analyst)				
Band 4 (480-529)	22.95	23.38	23.80	24.23	Band 9 (730-779)	36.15	36.56	37.01	37.42
Administrative Support 2					Sr. Desktop Support Technician*				
Athletic Administrative Assistant					Band 9 (730-779)	37.97	38.38	38.79	39.24
Computer Lab Assistant*					Programmer Analyst				
Courseware Specialist					Band 11 (830-879)	36.15	36.56	37.01	37.42
Digital Operator					Sr. System Analyst				
Offset Operator									
Outdoor Education Assistant*									
Program Assistant									
PT/OT Assistant									
Records Management Assistant (Formerly Records Management Clerk)									
Swim Assistant*									
<b>Band 5 (530-579)</b>	<b>24.12</b>	<b>24.55</b>	<b>24.97</b>	<b>25.41</b>					
Accounting Support, CIES									
Administrative Assistant - Night School									

Administrative Support 2 - Student Services					26.37	30 – 40 months (3 years to less than 4 years)
Administrative Assistant - Summer School						
Assistant Liaison Officer*					28.02	40 plus months (4 years plus)
Hearing Assistive Technology Technician (Formerly FM Technician)						
Project Scheduler*						
School Administrative Support A & B						
Special Education Assistant						
<b>Band 6 (580-629)</b>	25.94	26.37	26.80	27.23		
Accounting Representative						
Administrative Support 3						
Assistant Buyer						
Assistant for the Deaf and Hard of Hearing						
Assistant for Sign Language Support						
A.V. Technician						
Computer Operator						
Food & Nutrition Manager						
Hardware Service Desk Technician						
Library Automation Technician						
Library Technician						
Media Specialist 2						
Offset Operator 2						
Oral Interpreter*						
Project Developer, School Resource Development and Implementation						
<b>Band 7 (630-679) Original Band</b>	26.31	26.73	27.15	27.59		
<b>Library Services Team Lead</b>						
<b>Band 7 (630-679) Proportional Value Method Band</b>						
Administrative Assistant - Continuing Education Services	26.31	26.73	27.15	27.59		
Assistant Secondary Administrative Support	26.31	26.73	27.15	27.59		
Developmental Support Worker	26.31	26.73	27.15	27.59		
Outdoor Education Specialist	26.34	26.77	27.18	27.62		
Payroll Representative	26.34	26.77	27.18	27.62		
<b>Band 8 (680-729)</b>	27.36	27.80	28.21	28.65		
Elementary Office Administrative Assistant						
Child and Youth Care Worker (Formerly Child and Youth Worker)						
Graphic Artist						
Hardware Assistant*						
Media Specialist 3						
Performance Plus - Child and Youth Care Worker						
Plant Technician						
Architectural/Engineering						



<b>Band 9 (730-779) Grandparented Band</b>	34.89	35.29	35.73	36.16
Secondary Office Administrative Assistant - hired prior to June 30, 2010				
<b>Band 9 (730-779)</b>	29.10	29.54	29.96	30.37
Secondary Office Administrative Assistant - hired on or after June 30, 2010 Computer Resource Assistant* Health Assistant Field Technology Analyst (Formerly Technology Support Technician)				
<b>Band 10</b>	31.19	31.62	32.03	32.44
Intervention Support Worker Lead Field Technology Analyst				
Senior Videographer				

\* No incumbent - not evaluated

Bilingual Secretary (LB.1.1.6) Applicable rate plus \$.35 per hour

Forklift (LB.1.1.7) Applicable rate plus \$.20 per hour

Special Education Assistant (LE.4.1) Applicable rate plus \$.76 per hour



Accounting Support, CIES Administrative Assistant - Night School Administrative Support 2 - Student Services Administrative Assistant - Summer School					24.97	20 – 30 months (2 years to less than 3 years)
					26.63	30 – 40 months (3 years to less than 4 years)
Assistant Liaison Officer* Hearing Assistive Technology Technician (Formerly FM Technician) Project Scheduler* School Administrative Support A & B Special Education Assistant					28.30	40 plus months (4 years plus)
<b>Band 6 (580-629)</b>	26.20	26.63	27.07	27.50		
Accounting Representative Administrative Support 3 Assistant Buyer Assistant for the Deaf and Hard of Hearing Assistant for Sign Language Support A.V. Technician Computer Operator Food & Nutrition Manager Hardware Service Desk Technician Library Automation Technician Library Technician Media Specialist 2 Offset Operator 2 Oral Interpreter* Project Developer, School Resource Development and Implementation						
<b>Band 7 (630-679) Original Band</b>	26.57	27.00	27.42	27.87		
<b>Band 7 (630-679) Proportional Value Method Band</b>						
Administrative Assistant - Continuing Education Services	26.57	27.00	27.42	27.87		
Assistant Secondary Administrative Support	26.57	27.00	27.42	27.87		
Developmental Support Worker	26.57	27.00	27.42	27.87		
Library Services Team Lead	26.57	27.00	27.42	27.87		
Outdoor Education Specialist	26.60	27.04	27.45	27.90		
Payroll Representative	26.60	27.04	27.45	27.90		
<b>Band 8 (680-729)</b>	27.63	28.08	28.49	28.94		
Elementary Office Administrative Assistant Child and Youth Care Worker (Formerly Child and Youth Worker) Graphic Artist Hardware Assistant* Media Specialist 3 Performance Plus - Child and Youth Care Worker Plant Technician Architectural/Engineering						

<b>Band 9 (730-779) Grandparented Band</b>	35.24	35.64	36.09	36.52
Secondary Office Administrative Assistant - hired prior to June 30, 2010				
<b>Band 9 (730-779)</b>	29.39	29.84	30.26	30.67
Secondary Office Administrative Assistant - hired on or after June 30, 2010 Computer Resource Assistant* Health Assistant Field Technology Analyst (Formerly Technology Support Technician)				
<b>Band 10</b>	31.50	31.94	32.35	32.76
Intervention Support Worker Lead Field Technology Analyst Senior Videographer				

\* No incumbent - not evaluated

Bilingual Secretary (LB.1.1.6) Applicable rate plus \$.36 per hour

Forklift (LB.1.1.7) Applicable rate plus \$.20 per hour

Special Education Assistant (LE.4.1) Applicable rate plus \$.77 per hour

**Revised Grid following the Appeals to the Third Comprehensive CUPE 1734 Joint Evaluation Process**  
**Effective September 1, 2021 (1% Increase per Collective Agreement)**

**Non-Market Adjusted Job Rates**

**Market Adjusted Job Rates**

Classification	Effective September 1, 2021				Classification	Effective September 1, 2021			
	Step 1	Step 2	Step 3	Step 4		Step 1	Step 2	Step 3	Step 4
Band 1 (330-379)	19.50	19.95	20.38	20.82	Band 6 (580-629)	29.18	29.59	30.04	30.48
Booking Office Operator*					Access Notetaker				
Band 2 (380-429)	22.93	23.36	23.80	24.24	Band 7 (630-679)	29.18	29.59	30.04	30.48
Administrative Support - Media Resources					School Brailist				
Administrative Support - Office Services					Communicative Disorder Assistant				
Operations Assistant - Summer Institute					Band 7 (630-679)	32.64	33.06	33.52	33.93
Receptionist					Buyer				
Band 3 (430-479) Original Band	23.04	23.47	23.91	24.34	Band 8 (680-729)	34.91	35.33	35.78	36.22
Administrative Support - Night School					Senior Application Support Analyst				
A.V. Assistant *					Band 8 (680-729)	32.64	33.06	33.53	33.93
Educational Assistant - Summer Learning					Enterprise Support Analyst				
Hardware Operator*					Desktop Support Technician				
Summer Institute Secretary*					Band 8 (680-729)	33.54	33.96	34.41	34.83
Warehouse Person*					Central Brailist				
Band 3 (430-479) Proportional Value Method Band					Sign Interpreter				
Administrative Support - Summer School	23.21	23.63	24.08	24.50	Band 9 (730-779)	30.26	30.68	31.13	31.56
Service Desk Operator	23.77	24.20	24.64	25.07	Intervenor for Students with Deafblindness				
Learning, Design and Development Media Assistant	23.21	23.63	24.08	24.50	Band 9 (730-779)	32.64	33.06	33.52	33.93
Media Specialist 1	23.04	23.47	23.91	24.34	System Analyst (IT Integration Analyst (Formerly Network Analyst)				
Band 4 (480-529)	23.41	23.85	24.28	24.71	Band 9 (730-779)	36.88	37.30	37.75	38.17
Administrative Support 2					Sr. Desktop Support Technician*				
Athletic Administrative Assistant					Band 9 (730-779)	38.73	39.15	39.57	40.03
Computer Lab Assistant*					Programmer Analyst				
Courseware Specialist					Band 11 (830-879)	36.88	37.30	37.75	38.17
Digital Operator					Sr. System Analyst				
Offset Operator									
Outdoor Education Assistant*									
Program Assistant									
PT/OT Assistant									
Records Management Assistant (Formerly Records Management Clerk)									
Swim Assistant*									
					<b>Classification</b>	<b>Effective September 1, 2021</b>			
						<b>Rates</b>	<b>Experience</b>		
					Designated Early Childhood Educators (DECE)Salary Grid	21.87	0 – 10 months (less than 1 year)		
					and				

<b>Band 5 (530-579)</b>	24.60	25.05	25.47	25.92	Building Blocks to Grade 1 - ECE (Summer Learning)	23.54	10 – 20 months (1 year to less than 2 years)
Accounting Support, CIES						25.22	20 – 30 months (2 years to less than 3 years)
Administrative Assistant - Night School						26.90	30 – 40 months (3 years to less than 4 years)
Administrative Support 2 - Student Services						28.58	40 plus months (4 years plus)
Administrative Assistant - Summer School							
Assistant Liaison Officer*							
Hearing Assistive Technology Technician (Formerly FM Technician)							
Project Scheduler*							
School Administrative Support A & B							
Special Education Assistant							
<b>Band 6 (580-629)</b>	26.46	26.90	27.34	27.78			
Accounting Representative							
Administrative Support 3							
Assistant Buyer							
Assistant for the Deaf and Hard of Hearing							
Assistant for Sign Language Support							
A.V. Technician							
Computer Operator							
Food & Nutrition Manager							
Hardware Service Desk Technician							
Library Automation Technician							
Library Technician							
Media Specialist 2							
Offset Operator 2							
Oral Interpreter*							
Project Developer, School Resource Development and Implementation							
<b>Band 7 (630-679) Original Band</b>	26.84	27.27	27.69	28.15			
<b>Band 7 (630-679) Proportional Value Method Band</b>							
Administrative Assistant - Continuing Education Services	26.84	27.27	27.69	28.15			
Assistant Secondary Administrative Support	26.84	27.27	27.69	28.15			
Developmental Support Worker	26.84	27.27	27.69	28.15			
Library Services Team Lead	26.84	27.27	27.69	28.15			
Outdoor Education Specialist	26.87	27.31	27.72	28.18			
Payroll Representative	26.87	27.31	27.72	28.18			
<b>Band 8 (680-729)</b>	27.91	28.36	28.77	29.23			
Elementary Office Administrative Assistant							
Child and Youth Care Worker (Formerly Child and Youth Worker)							
Graphic Artist							
Hardware Assistant*							
Media Specialist 3							
Performance Plus - Child and Youth Care Worker							
Plant Technician							
Architectural/Engineering							

<b>Band 9 (730-779) Grandparented Band</b>	35.59	36.00	36.45	36.89
Secondary Office Administrative Assistant - hired prior to June 30, 2010				
<b>Band 9 (730-779)</b>	29.68	30.14	30.56	30.98
Secondary Office Administrative Assistant - hired on or after June 30, 2010 Computer Resource Assistant* Health Assistant Field Technology Analyst (Formerly Technology Support Technician)				
<b>Band 10</b>	31.82	32.26	32.67	33.09
Intervention Support Worker Lead Field Technology Analyst Senior Videographer				

\* No incumbent - not evaluated

Bilingual Secretary (LB.1.1.6) Applicable rate plus \$.36 per hour

Forklift (LB.1.1.7) Applicable rate plus \$.21 per hour

Special Education Assistant (LE.4.1) Applicable rate plus \$.78 per hour

#### LB.1.1 Method of Payment for Incremental Purposes and Rate Increases

LB.1.0.2 The Employer and the Union agree that the following job classifications listed below may be given consideration for a “market adjustment”. The Employer agrees to provide the Union with a verifiable market scan prior to the expiration of this agreement and whenever a “market adjustment” is to be given consideration for any position not included below:

- Enterprise Support Analyst
- Senior Enterprise Support Analyst
- Desktop Support Technician
- Senior Desktop Support Technician
- System Analyst
- Senior System Analyst
- Programmer Analyst
- Buyer
- Central Braillist
- School Braillist
- Sign Interpreter
- Deafblind Intervener
- Access Notetaker
- Communicative Disorder Assistant

- LB.1.1.1 All employees on staff January 1, 1987 will be placed on the appropriate grid step in LB.1.0. This grid step includes a new rate increase plus any applicable increment or portion thereof.
- LB.1.1.2 For subsequent increments the anniversary date for moving to the next step will be January 1
- LB.1.1.3 All employees hired after January 1, 1987 will be placed on the appropriate grid step in LB.1.0.
- LB.1.1.4 For employees under LB.1.1.3 the anniversary date for incremental purposes will be the start date.
- LB.1.1.5 For all employees the effective date for rate increase only will be January 1.
- LB.1.1.6 A Bilingual Secretary, where required, will receive a premium of \$.35 cents per hour.
- LB.1.1.7 An employee who operates a forklift on a regular basis shall receive the forklift operator premium of \$.20 (twenty cents) per hour if he/she has successfully completed specialized training as required by the Ministry of Labour.
- LB.1.1.8 An employee assigned, promoted or reclassified to a higher paying position shall be placed in an experience grade in the new classification which is at least higher by an increment than the previous rate up to the maximum of the new classification.
- LB.1.1.9 An employee assigned or reclassified through Disability Management or layoff/surplus to a lower paying position shall be placed in an experience grade in the new classification which is closest to the hourly rate of the previous classification.
- LB.1.2 Wages shall be paid by a deposit to the employee's account at only chartered banks or trust companies on an electronic network every second Thursday.
- LB.1.3 When an employee is temporarily appointed in a higher paying classification for fifteen (15) days or more, he/she shall receive the rate for the classification for which he/she is temporarily substituting. Such payment shall be retroactive to the date he/she assumed the duties.
- LB.1.4 The parties acknowledge that there are mutually agreed Terms of Reference (1996), or as they may be amended from time to time, dealing with job evaluation and pay equity.



**LB.2.0 OVERTIME – see C9.00 of the Central Agreement**

- LB.2.1 The parties agree that accumulated lieu time as compensation for overtime shall be taken at a time mutually agreed upon by the employee and the Supervisor. All pre-authorized hours in excess of seven (7) hours in any workday, shall be paid for by the Board at the rate of time and one-half of the equivalent of the employee's pro-rated hourly rate. Pre-authorization must be given by the Principal or non-bargaining unit Supervisor. An employee may choose to accumulate lieu time instead of payment, which is to be determined prior to the employee working overtime and once parties have jointly agreed in writing to the compensation applicable is not subject to change. Such time cannot exceed twenty-one (21) hours in a six (6) month period. The rate of accumulation will be at appropriate overtime rates. After agreed to in writing, the accumulated time shall be taken off at a time mutually agreed to by the employee and the Principal or non-bargaining unit Supervisor.
- LB.2.2 Double time shall be paid for all hours worked on Sundays except when the time is accumulated as lieu time.
- LB.2.3 Overtime shall be distributed as equally as practicable among employees normally performing the work in question.
- LB.2.4 Overtime shall be worked on a voluntary basis. However, the Board, the employees and the Union acknowledge the necessity of overtime and the employees agree to work a reasonable amount of overtime.
- LB.2.5 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

**LB.3.0 SHIFT WORK AND SHIFT PREMIUM**

- LB.3.1 In the event that the Board institutes a second shift, which shall be defined as any shift when the majority of hours worked are after 5:00 p.m., the parties shall meet to negotiate shift conditions and an appropriate shift premium. Failing agreement, the matter may be resolved by the Arbitration Procedures established in this Agreement.
- LB.3.2 For the term of this Agreement, should a shift term be introduced for any employee, the conditions as set out in LB.3.1 shall apply and such shift shall end no later than 11:00 p.m. The shift premium shall be:

Effective Sept. 1, 2019 \$ .61 cents per hour;  
Effective Sept. 1, 2020 \$ .62 cents per hour;  
Effective Sept. 1, 2021 \$ .63 cents per hour.

#### **LB.4.0 CALL IN EMERGENCY WORK**

LB.4.1 An employee who has left work and is called back to work after completing his/her normal work day to perform an emergency assignment shall be paid for such work at a minimum amount equal to four hours' pay at the equivalent of the employee's straight time hourly rate. Such employee shall be eligible for travel allowance in accordance with Board policy.

LB.4.2 Any full-time employee called in to work prior to the commencement of his/her normal work day shall be paid at the rate of time and one-half for all time worked prior to the employee's normal starting time. Any such time shall not be included for the purposes of computing overtime pay as provided in Article LB.2.1.

#### **LB.5.0 WEEKEND WORK ASSIGNMENTS**

LB.5.1 Where the employee is called in or scheduled to perform a weekend work assignment on a Saturday or Sunday, he/she shall be paid for such work performed on either of these days a minimum amount equal to four (4) hours pay at straight time.

LB.5.2 For Information Services employees, the Board agrees to pay for one hour of on-call for each day the employee is requested to be on-call.

#### **LB.6.0 INSURED EMPLOYEE BENEFITS –see C5.00 in Letter of Understanding #9 – Benefits of the Central Agreement.**

##### **LB.6.1 OMERS:**

LB.6.1.1 The Board shall maintain its present share of the premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all employees as outlined in LF.2.18, *Letter of Intent #20– OMERS Definition of Contributory Earnings*.

##### **LB.6.2 Ontario Health Insurance (OHIP):**

LB.6.2.1 If a hospital insurance plan requiring premiums is reintroduced, the Board will pay 100% of the premium cost of the plan for its full-time employees unless otherwise specified in this Agreement.

LB.6.3 Semi-Private: - see C.5.0.0, LOU #9

LB.6.4 Extended Health Care: - see C.5.0.0, LOU #9

LB.6.5 Dental Plan: - see C.5.0.0, LOU #9

**LB.6.6 Group Insurance: - see C.5.0.0, LOU #9**

LB.6.6.1 It is a condition of employment that a member participates in a Long-Term Disability program. Employees pay 100% of the premium cost.

LB.6.7 Change of Carrier: - see C.5.0.0, LOU #9

LB.6.8 The Board will consult with CUPE 1734 in matters pertaining to the operation and maintenance of the Disability Management Program.

Where it is determined by the Board that a WSIB or Disability Management meeting is required it is understood that members of CUPE Local 1734 have the right to Union representation.

**LB.6.9 Liability Insurance**

The Board confirms that it maintains liability insurance to cover employees in the performance of duties and responsibilities as directed by their supervisor and/or as outlined in their job description and Board Policies and Procedures.

**LB.7.0 PAID HOLIDAYS**

LB.7.1 The following shall be recognized as paid holidays and will be paid for at the employee's regular rate of pay. When any of the following holidays 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 Agreement, subject to the right of the Board to schedule it. During the first thirty (30) days of employment, a new employee will qualify for a paid holiday as stipulated in the *Ontario Employment Standards Act*.

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

LB.7.2.1 Two (2) float holidays per year shall be observed at a time mutually agreed upon between the Supervisor and the employee. A new employee must have passed his/her probationary period to receive float days. New employees hired after June

1st will only be entitled to one (1) float day in the calendar year in which they are hired.

LB.7.2.2 All float holidays must be used within the calendar year of January 1 to December 31.

LB.7.3 Civic Holiday shall be celebrated on such day as designated by the Board.

LB.7.4 Part-time employees shall be paid for the holidays listed in LB.7.1 at their regular daily rate.

LB.7.5 An employee will be paid for a holiday provided that he/she:

- a) works his/her last full scheduled day before and his/her first full scheduled day after such holiday and works on such holiday if he/she is scheduled to work, unless he/she makes some other arrangement satisfactory to the Board;
- b) is on the active payroll of the Board and not on a leave of absence, Workplace Safety & Insurance Board or lay-off;
- c) is absent on one or both of the days due to personal illness, provided, however, that the Board may require the employee to provide a satisfactory medical certificate.

LB.7.6 If any of the holidays listed in LB.7.1 are observed during an employee's vacation, he/she shall be entitled to an extra day's pay or an extra day's vacation with pay, as the employee and the Board may determine by mutual agreement.

LB.7.7 Employees who are required to work on a paid holiday shall be paid for all hours worked at the rate of double time the equivalent of the employee's straight time hourly rate, in addition to whatever holiday pay to which the employee may be entitled.

**LB.8.0 VACATION AND VACATION PAY**

LB.8.1 A full-time employee who has completed continuous service with the Board shall receive vacation with pay in accordance with the chart below.

Length of Continuous Service as of June 30 <sup>th</sup> in each year	Length of Vacation Entitlement with Pay per Year
Less than 1 year	1.25 days for each month of service
1 year but less than 10 years	3 weeks vacation (15 days)

10 years but less than 20 years	4 weeks vacation (20 days)
20 years or more	5 weeks vacation (25 days)

- Effective September 1, 2010 a full-time employee who has completed continuous service with the Board shall receive vacation with pay in accordance with the chart below.

Length of Continuous Service as of June 30 <sup>th</sup> in each year	Length of Vacation Entitlement with Pay per Year
Less than 1 year	1.25 days for each month of service
1 year but less than 9 years	3 weeks vacation (15 days)
9 years but less than 18 years	4 weeks vacation (20 days)
18 years or more	5 weeks vacation (25 days)

LB.8.1.1 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:

$$\frac{\# \text{ of days absent w/o pay}}{260} \times \text{vacation entitlement} = \# \text{ of days not earned for vacation purposes}$$

LB.8.2 Vacation pay will be paid bi-weekly on the employees' regular pay date. Employees will be laid off and issued records of employment for Christmas break, March break and the summer period and any other board designated school breaks that are five (5) consecutive work days or greater.

LB.8.3 Vacation pay for employees who work less than 12 months per year shall be calculated as follows:

Length of Continuous Service as of June 30 <sup>th</sup> in each year	Vacation Pay Entitlement(as a percentage of gross earnings)
Less than 9 years	6%
9 years but less than 18 years	8%
18 years or more	10%

- LB.8.4 In the event of an employee's services terminated for any reason prior to June 30<sup>th</sup> in any year, she shall be paid any vacation pay to which he/she is entitled at the time of his/her termination in the appropriate pro-rated amount. Should an employee die, his/her estate shall be credited with the value of vacation pay owing his/her.
- LB.8.5.1 Requests for vacation scheduling shall be subject to approval by the Board. Vacation requests shall not be unreasonably denied.
- Twelve (12) month school based staff shall normally take vacations during school vacation periods. Vacations may be taken at other times subject to the discretion of the Principal.
- All other twelve (12) month staff shall not have designated vacation periods.
- LB.8.5.2 Where two (2) or more employees in the same work location or department request vacation at the same time, and such requests cannot all be approved due to staffing requirements at such work location or department, then seniority shall be the deciding factor to determine which employee(s) shall be granted the vacation time as requested.
- LB.8.6 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee to a predecessor Board of Education which has been amalgamated or merged with the Board shall be counted.
- LB.8.7 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that he/she was incapacitated for five (5) consecutive working days or more during this vacation period. Under these circumstances, the time for future vacation, which is given to the employee, shall be deducted from the employee's sick leave bank.
- LB.8.8. An employee may request to carry over one (1) week of vacation entitlement from one (1) year to the next. Such carry over must be used the following year.

**LB.9.0 MILEAGE ALLOWANCE**

LB.9.1 If an employee is asked and agrees to operate his/her own vehicle when engaged in Board business, he/she shall be entitled to the prevailing mileage allowance according to Board policy.

LB.9.2 Employees shall receive reimbursement for mileage within 30 days of the approved employee expense reimbursement form being received in Accounting, subject to applicable Board Policies and Procedures.

**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/her regularly scheduled work day or is called into work three (3) hours or more prior to the commencement of his/her regularly scheduled shift, he/she shall be paid a meal allowance as follows provided that the employee completes his/her entire regular workday:

Effective Sept 1, 2019: \$10.10

Effective Sept 1, 2020: \$10.20

Effective Sept 1, 2021: \$10.30

**LB.11.0 SICK LEAVE AND RETIREMENT BENEFITS – see C6.00, Appendix B and Letter of Understanding #2 of the central agreement.**

LB.11.1 An employee must inform his/her Supervisor of an absence prior to the absence, giving reason for the absence and the expected duration of the absence.

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. – see C6.00 (h)

**LB.11.3 SHORT TERM PAID LEAVE - see Letter of Understanding #2 – Short Term Paid Leaves of the Central Agreement**

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) one (1) day for each day of absence due to illness or injury

- b) one (1) day for absence due to writing examinations approved by the Board (maximum 1 day per exam);
- c) one (1) day for absence due to the moving of an employee's prime residence [situations of family break-up will be covered] (maximum 1 day per year);
- d) three (3) days where absence is necessary due to the severe illness of a parent, spouse, or child (maximum 3 days per year);
- e) one (1) day for attending a funeral;
- f) convocation from a post-secondary institution of employee, spouse, or child but a maximum of 1 day per occasion;
- g) five (5) paternity days for birth or adoption of employee's child.

- L.B.11.4.1
- i. 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 leave.
  - ii 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.

LB.11.4.2 It is understood that deductions from the sick leave account for absences other than (a) above shall be in accordance with *Employment Insurance Regulations*.

LB.11.5 The short term paid leave account of any employee shall not be charged due to absences for the following reasons:

- a. jury duty as provided in LC.4.0 of this Collective Agreement;
- b. quarantine, provided the employee is not the person who is ill;
- c. attendance at conferences and conventions approved by the Board;
- d. exceptional circumstances as determined by the Board, specifically the Superintendent responsible for Human Resource Services shall make the determination.

LB.11.6 For absences due to injuries covered by Workplace Safety & Insurance Board, the Board shall pay full salary, by deducting from the employee's sick leave account the number of days equivalent to the fraction of salary not paid by the Workplace Safety & Insurance Board. Payments by the Workplace Safety & Insurance Board shall be paid directly to the York Region District School Board. – see C6.00 (f) and Letter of Understanding #2 – WSIB top up



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.11.10 Once each year, not later than the last day of December, each employee shall be given a statement notifying him/her of his/her sick leave position. - see C6.00 (i) of the Central Agreement

**LB.12.0 RETROACTIVE SALARY**

LB.12.1 In the event that 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 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.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 \$20,000.00 for the fund in each of the school years 2008/2009 and 2009/2010, and \$20,000.00 in each subsequent year of the Collective Agreement. Effective the 2016/2017 and subsequent school years, the Board will provide \$25,000.00 for the fund.

LB.13.2 Notwithstanding the above, an employee cannot request any assistance from the Educational Trust Fund to assist with costs incurred in LB.14.1.

LB.13.3 Upon successful completion by the employee of academic or technical courses and/or seminars, which are approved in advance by the Union –Management Committee, the employee shall be entitled to the prevailing reimbursement as per Board policy.

**LB.14.0 NIGHT SCHOOL/CONTINUING EDUCATION CLASSES**

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 of 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/her own expense of any fees or financial costs.

**LB.15.0 BOARD SPONSORED COURSES**

LB.15.1 The parties agree that the Board will post on the internal intranet site a list of Board sponsored courses that CUPE Local 1734 members are able to access. The employer will work jointly with the Labour Management committee of Local 1734 to develop a list of possible workshops/courses that will be offered to employees.

**LB.16.0 UNIFORMS**

LB.16.1 Commencing the school year 2008/09, the Board will provide all permanent warehouse and offset operator employees with a uniform/safety footwear voucher equivalent to \$345.00. For subsequent years of this collective agreement, the Board will provide \$235.00. This provision is contingent upon the yearly purchase of safety footwear and excludes the purchase of outdoor wear/coats.

LB.16.2 All employees will be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed in uniform at all times when on duty.

**LC.1.0 LEAVES GENERAL**

LC.1.1 An employee may be granted a leave of absence without pay, without benefits and without loss of seniority up to sixty (60) calendar days if his/her written application is approved by the appropriate official of the Board and is sent to the Board's business office at least fifteen (15) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting or the denial of any leave of absence and the reason for denial will be confirmed in writing to the Employee and the Union.

LC.1.2 An employee must have accumulated at least one (1) year of seniority in order to qualify for a leave of absence as outlined in Article LC.1.1. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

LC.1.3 An employee may be granted a leave of absence without pay, without benefits and without loss of seniority of greater than sixty (60) calendar days and up to but no longer than one (1) year if approved by the Director or his/her designate. An employee requesting leave under LC.1.3 shall make the request in writing to the Superintendent responsible for Human Resource Services or his/her designate at

least 30 calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting or denial of the leave of absence and the reason for the denial shall be confirmed in writing to the Employee and the Union.

LC.1.4 An employee must have accumulated at least two (2) years' seniority in order to qualify for a leave of absence as outlined in Article LC.1.3. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

LC.1.5 An employee granted a leave under LC.1.1 or LC.1.3 shall have his/her position guaranteed for one year provided the position continues to exist. If the position doesn't exist, the Board will provide a position equal in pay and classification.

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

LC.2.1.0 An employee on Full-Time Release (FTR) shall:

- not be re-classified to reflect their Union role but rather, will retain their Board Classification.
- not be restricted from promotions, transfers, or job postings due to being on release.
- be welcome to attend any trainings being held for their Board classification.
- continue to be eligible to move up on the wage grid and/or be included in any pay equity along with the Board classification to which they belong

LC.2.1.1 An employee who is elected or appointed for a full-time position with the Union will be granted a leave of absence without pay or loss of seniority for a period of up to one year. Such leave may be extended by the Board.

LC.2.1.2 Upon written request by the employee, he/she may maintain his/her insured employee benefit coverage provided that the full premium cost is paid by the employee.

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 Union conventions or seminars or local business of the Local Union, limited, however, for each such event to not more than twelve (12) employees and to time off of not more than one hundred and fifty (150) person days per Agreement year. It is understood that not more than one (1) employee shall be absent from the same work location or Board office department at the same time. During such leave, the Board shall pay to the employee his/her regular wages and benefits and bill the cost of such, less the Education Workers Benefits Trust (formerly the Employee Life and Health Trust) portion, to the Union for reimbursement within sixty (60) calendar

days after expiration of such leave. No requests shall result in any one employee having an excessive amount of time off in a school year.

LC.2.3 The Board agrees to pay the cost of wages at the Band 10, final Step rate, or at the rate of the incumbent's current rate of pay, whichever is higher, plus benefits for the full-time release of one person designated by the Union as CUPE 1734 President.

LC.2.3.1 The President of CUPE 1734, Vice-President, Chief Steward, and the Released Union Officer shall receive a Union Executive Allowance as follows:

Effective September 1, 2019, the Union Executive Allowance shall be \$3.13 per hour.

Effective September 1, 2020, the Union Executive Allowance shall be \$3.16 per hour.

Effective September 1, 2021, the Union Executive Allowance shall be \$3.19 per hour.

The President's Union Executive Allowance shall be paid for by the Board. The Vice-President, Chief Steward and the Released Union Executive Allowance shall be paid for by the Union.

LC.2.3.2 The position of President shall be a twelve (12) month position.

LC.2.3.3 An employee whose term as President, Chief Steward, Vice President and/or Released Union Officer ends shall have the right to return to the same position he/she held prior to holding the position of President, Chief Steward, Vice President and/or Released Union Officer of CUPE 1734. If, however, no position exists at the level the employee held prior to the leave, then the rate of that position will be paid for one (1) year. After that time, the employee will be paid at the rate of the position he/she holds. The employee displaced by the return of the former Union President, Chief Steward, Vice President and/or Released Union Officer shall be placed in accordance with the surplus practices of the Board.

LC.2.3.4 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 seventy-five (75) per cent paid by the Board and twenty-five (25) per cent paid by the Union. The Chief Steward shall receive the pay rate according to his/her classification.

LC.2.3.5 The Board agrees to the full-time release of two (2) people designated by the Union to act as a Vice-President and a Released Union Officer on the condition that the union pays 100% wages and benefits for each of the full-time release people. These people shall receive the pay rate according to their 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 event of the death

of an employee's parent, spouse, sibling, child, mother-in-law or father-in-law, grandparent or grandchild, son-in-law or daughter-in-law.

LC.3.2 A leave of one (1) day shall be granted for the purpose of attending a funeral, other than listed in LC.3.1. Such absence shall be deducted from Short Term Paid Leaves in accordance with Article LB.11.4.

**LC.4.0 JURY AND/OR CROWN WITNESS DUTY**

LC.4.1 The Board shall grant 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/her normal earnings and the payment he/she receives for jury service or as a crown witness, excluding payment for travelling, meals or other expenses.

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

**LC.5.0 PREGNANCY/PARENTAL LEAVE**

For the purpose of implementing Articles LC.5.0, LC.6.0, LC.7.0, LC.8.0, July and August shall be deemed as months worked for ten (10) month employees.

LC.5.1 "Pregnancy Leave" means leave of absence of seventeen (17) weeks or less without pay granted pursuant to the *Employment Standards Act, 2000*.

LC.5.2 "Parental Leave" means leave of absence of thirty-five (35) weeks or less without pay if the employee took pregnancy leave and thirty-seven (37) weeks or less without pay if the employee did not take pregnancy leave, pursuant to the *Employment Standards Act, 2000*.

LC.5.3 Pregnancy/Parental Leave will be granted pursuant to the *Employment Standards Act, 2000*.

LC.5.4 Pursuant to the terms of the Act, an employee should notify his/her Principal or immediate Supervisor as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.

LC.5.5 The employee shall not work, and the Board shall not cause his/her to work or permit his/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.5.6 An employee returning from a Pregnancy/ Parental Leave shall have his/her position guaranteed with the Board, subject to other terms within this Agreement.

- LC.5.7 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.5.8 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.5.9 An employee on Pregnancy/Parental Leave shall not apply for payment from the Sick Leave Plan or Account, during the leave.
- LC.5.10 An employee returning from Pregnancy/ Parental Leave shall have existing sick leave benefits and Retirement Gratuity Credits fully reinstated. – see C6, LOU #6, #2
- LC.5.11 A position held by an employee going on Pregnancy/Parental Leave shall be filled in an acting capacity. Under this condition the Union agrees that Article LA.11.3 shall apply.
- LC.6.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN – see C12.00 and LOU #2**
- LC.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.
- LC.6.2 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.
- LC.7.0 INFANT CARE LEAVE – see C6, LOU #9**
- LC.7.1 "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 new born child.
- LC.7.2 To be eligible for an Infant Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years exclusive of statutory leaves.
- LC.7.3 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.7.4 The sum of a Pregnancy/Parental Leave and an Infant Care Leave granted under this Collective Agreement may be up to one (1) year and thirty-five (35) weeks.

- LC.7.5 The application for Infant Care Leave shall include the requested expiration date of the leave.
- LC.7.6 The position held by the employee going on Infant Care Leave shall not be maintained by the Board for the employee. Subject to other terms in this Agreement, the employee shall be offered employment at the same level at which he/she left upon return to the Board at the end of the leave.
- LC.7.7 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time the employee will be paid the rate of the position, he/she holds.
- LC.7.8 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.
- LC.8.0 ADOPTION LEAVE/PARENTAL LEAVE – see C6, LOU #2**
- LC.8.1 “Adoption Leave” means a leave of absence without pay not exceeding thirty-seven (37) weeks granted to parent at the time a child is adopted pursuant to the *Employment Standards Act, 2000*.
- LC.8.2 Such leave shall not qualify any employee for payment from the Sick Leave Plan or Account, nor to the accumulation of sick leave during the leave.
- LC.8.3 An employee returning from Adoption/ Parental Leave shall have his/her position guaranteed with the Board, subject to other terms within this Agreement.
- LC.8.4 An employee returning from Adoption/ 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.8.5 A position held by an employee going on Adoption/Parental Leave shall be filled in an acting capacity. Under this condition the Union agrees that Article LA.11.3 shall apply.
- LC.9.0 CHILD CARE LEAVE – see C6, MOU #2**
- LC.9.1 "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.9.2 To be eligible for Child Care Leave, an employee must have been continuously employed by the Board for a period of two (2) years exclusive of statutory leaves.

- LC.9.3 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.9.4 The sum of an Adoption/Parental Leave and a Child Care Leave granted under the Collective Agreement may be up to one (1) year and thirty-five (35) weeks.
- LC.9.5 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/she left.
- LC.9.6 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 the rate of the position she holds.
- LC.9.7 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.
- LC.9.8 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.

## **PART LD – CONDITIONS OF WORK**

### **LD.1.0 HOURS OF WORK**

- LD.1.1 The regular work week shall consist of thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday, with the exception of summer Working Hours during July and August upon agreement with the Union.
- LD.1.2 The Board does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.
- LD.1.3 An unpaid lunch period free of work duties of one (1) hour shall be provided once each day. It is agreed and understood that employees may elect less than the one (1) hour unpaid lunch period but not less than thirty (30) minutes, by mutual agreement between the employee and the supervisor as per LA.1.4. Employees are not required to remain on Board property during their unpaid lunch period.
- LD.1.4 A fifteen (15) consecutive minute paid rest period shall be provided in the morning and in the afternoon. In no instance, shall an employee be required to work more than three (3) consecutive hours without a break. Break periods for employees who regularly work less than seven (7) hours per day shall be provided on a pro-rated basis.



**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 within the Bargaining Unit, will be the first laid off provided the employees retained have the required skills and ability to perform the tasks.
- LD.2.2 Subject to the requirements outlined in LD.2.1, no new employees will be hired until those employees who are on lay-off are given an opportunity for re-employment, provided such employees have the necessary qualifications to perform the tasks.
- LD.2.3 Employees who are to be laid off shall be given at least twenty (20) working days prior written notice of the lay-off, or pay in lieu thereof, unless the lay-off is brought about by reasons beyond the control of the Board. Such notice shall contain the reasons for the lay-off. In the event of a permanent lay-off, the provisions of the *Employment Standards Act* will prevail.

**LD.3.0 CONTRACTING OUT**

- LD.3.1 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 members of the bargaining unit.

**LD.4.0 COMPLAINTS AND/OR DISCIPLINARY NOTICES**

- LD.4.1 Where a Supervisor intends to interview an employee for disciplinary action, or for a meeting for the purpose of investigation from which, in the opinion of the supervisor, discipline may result, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.
- LD.4.2 A Steward or Local Union Officer shall have the right to have a CUPE Staff Representative present when a Supervisor interviews an employee for disciplinary action.
- LD.4.3 In the event that the Board imposes any form of disciplinary action on an employee which is recorded and placed in the employees personnel file, then the employee shall receive a copy of the written record, and shall acknowledge in writing, without necessarily agreeing to its content, receipt of such record.

Discipline will be retained in the employee's file(s) for a minimum period of three years from the date of issue and shall then be removed provided there has been no discipline issued in the interim, and in line with the Professional Misconduct and Progressive Discipline Policy and Retention Guidelines.

Notwithstanding the above, any documentation relating to disciplinary action taken by the Board as a result of a complaint of child abuse or sexual misconduct shall remain on the employee's file indefinitely.

LD.4.4 The Board shall provide the Union with a copy of any disciplinary notice given to an employee.

LD.4.5 Where a parent or other member of the community files a complaint concerning an employee, the Board may investigate the complaint and may or may not decide to take appropriate disciplinary action. Should such disciplinary action be taken the provisions of Articles LD.4.1 to LD.4.4 inclusive shall apply.

**LD.5.0 NO DISCRIMINATION AND NO HARASSMENT**

LD.5.1 The Board and the Union agree that there shall be no discrimination or harassment against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or handicap (all items as defined in the Ontario Human Rights Code), and union membership or non-union membership.

LD.5.2 The Board agrees to maintain the Respectful Workplace and Learning Environment Policy, (Board Policy/Procedure 240.0 Respectful Workplace and Learning Environment). A third-party investigator may be used by mutual consent. The Board shall bear any costs related to the use of a third-party investigator up to \$5000.00 per incident with a limit of two incidents per contract year. The investigator will be chosen by mutual agreement.

**LD.6.0 10 MONTH EMPLOYEES - SUMMER WORK**

LD.6.1 The Board shall maintain a list of 10 month employees who have notified the Board in writing of their desire and availability to work in July and August, and if the nature of the work is such as would normally be performed by clerical, secretarial or technical personnel, any job opportunities will be offered to suitably qualified 10 month bargaining unit employees before other applicants are hired. In order to qualify, employees must notify the Board in writing no later than April 30th in each year.

LD.6.2 The Board agrees to provide twenty-one (21) hours per full-time elementary secretarial staff member for the purposes of carrying out end of school year activities. This allocation will be prorated for part-time secretarial staff members.

LD.6.3 The Board agrees to notify all 10-month employees in writing by April 30th of every year with respect to the extension of the working year.

## **LD.7.0 CRIMINAL BACKGROUND CHECKS**

LD.7.1 Where required by legislation, the Board shall pay all future costs for any required employment-related Police Check (CPIC) or Offence Declarations for permanent CUPE 1734 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.

## **PART LE Designated Early Childhood Educators**

Except as provided for in section LE, where the articles and subarticles of LE vary from the collective agreement, the terms of this section shall prevail

### **LE.1.0 DECE Staffing**

LE.1.1 The Board will develop a process for the redistribution of DECEs due to enrolment in FDK. The Board will provide the Union with the details of such process.

### **LE.2.0 DECE Experience**

LE.2.1 Experience for the purpose of placement on the grid established by the PDT dated June 24, 2010 will be calculated as follows: related experience for DECEs hired external to the board will be calculated at a ratio of 2 to 1 month related experience for each two months worked (fulltime) immediately preceding employment as a DECE with the Board. Only experience gained after obtaining designation as an ECE and while working as an ECE will be considered for related experience. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

LE.2.2 Experience worked at other Boards as a DECE in a FDK class will be considered direct experience and calculated on a 1 to 1 basis/ratio. Direct experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

LE.2.3 Related experience for DECEs hired from within the Board will be calculated at a rate of 2 to 1 and restricted to work during the time post certification as ECE and while working in Primary (jk to grade 3) classes only. Experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less

than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

LE.2.4 DECEs hired externally and internally will be responsible for providing HRS with the details of related experience within 30 working days of their appointment to the role of DECE. No experience submitted past that cut off will be considered.

LE.2.5 Experience will be provided in a format designated by the Board and supporting documentation acceptable to the Board will be required.

LE.2.6 Given the grid maxes at 4 years of experience, the related and direct experience will be capped at 8 years at 50% (4 years) for the purpose of records in HRS.

LE.2.7 Experience will be calculated once annually at a time determined by the Board. For the 2012/2013 school year experience was calculated August 2012.

LE.2.8 Placement and movement on the salary grid will be subject to legislative directives.

LE.2.9 Calculation of experience using the above process will apply until October 1, 2012. Processes used prior to that date were agreed to without prejudice to either party and did not establish precedence. The calculations for experience are non grievable.

### **LE.3.0 Seniority Tie Breaker**

LE.3.1 Process for tie breaker in seniority for DECEs- follow established process, adding employee number as the final tie breaker. The lower the number the higher the seniority allocated.

### **LE.4.0 Salary Grid - see LB.1.0**

### **LE.5.0 Benefits – see Central**

### **LE.6.0 Hours of Work**

LE.6.1 Hours of work for DECEs are 6.5 hours of work per day, breaks included, and lunch excluded.

### **LE.7.0 Vacancies and Job Posting**

LE.7.1 Those twelve (12) month employees filling vacancies as a result of their applying to a job posting are to remain twelve (12) months at their position. Ten (10) month employees are to remain in their position until the end of the school year. This requirement can be waived with permission from the Superintendent responsible for Human Resource Services.

LE.7.2 In order to provide continuity of learning to students Designated Early Childhood Educators cannot transfer job locations during the school year without approval from the Superintendent responsible for Human Resources Services. This does not prevent employees from applying for a position during the school year.

**LE.8.0 Qualifications**

LE.8.1 LF.2.12(Qualifications) does not apply to DECEs

**LE.9.0 Supervision**

LE.9.1 L.F.2.13 (Supervision) is to be interpreted as including DECEs.

**L.E.10.0 Job Evaluation**

LE.10.1 LF.2.14 Job evaluation does not apply to DECEs - they are exempt

**L.E.11.0 Professional Development Days for DECE's**

LE.11.1 Professional Development days for DECEs include, but are not limited to, the following:

- a. Training that is specific only to DECEs; and/or
- b. Training in partnership with their OCT partners, where applicable.

Professional Development days are deemed a normal work day

**L.E.12.0 Application of this Section**

L.E.12.1 Except as provided for in this addendum, all other terms of the existing collective agreement apply to the Designate Early Childhood educator.

Nothing in this agreement will supersede legislation or regulations, including but not limited to the proposed Putting Students First Act.

**PART LF – MISCELLANEOUS**

**LF.1.0 Copies of the Collective Agreement**

The Board also agrees to distribute one copy of this Agreement to each employee within thirty (30) calendar days of signing of this Agreement or at a time mutually agreed upon by the parties.

**LF.1.2 Medical and Physical Procedures**

Employees shall only be required to perform those medical and physical procedures outlined in accordance with relevant Board policies, procedures and job

descriptions. Notwithstanding, employees shall be expected to take appropriate action(s) in an emergency situation.

The Board will consult with CUPE 1734 prior to amending policies and procedures relating to medical and physical procedures.

**LF.2.0 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.2.1 ~~Parent Volunteers~~**

***Letter of Intent #1***

During the term of this Agreement it is not the intention of the Board to utilize parent volunteers to perform the secretarial clerical duties normally performed by members of the bargaining unit.

**LF.2.2 Technological Change**

***Letter of Intent #2***

If, during the term of this Agreement, the Board introduces technological change, such change shall be implemented only after consultation with the Union. Any employee affected by this change shall be considered for retraining or relocation prior to lay-off.

**LF.2.3 Health & Safety Committee**

***Letter of Intent #3***

It is understood by the parties to this Agreement that there will be a Joint Occupational Health and Safety Committee of the Board and the Support Staff.

**LF.2.4 Resignations**

***Letter of Intent #4***

In an effort to provide as much continuity within positions as possible, the parties agree that employees who intend to resign should provide notice of their intention well in advance of their departure. Consequently, 10-month employees who do not intend to return in September will endeavour to tender their resignation by June 1. Employees resigning at other times will provide the Board with two (2) weeks notice of their intention to resign.

**LF.2.5 Casual Employees**

***Letter of Intent #6***

The Board shall endeavour to provide the Union with a bi-weekly summary of all casual employees.

**LF.2.6 Mentorship Program**

***Letter of Intent #7***

Whereas the parties have expressed interest in the development of a mentorship program, a sub-committee shall be struck to review the feasibility of a such a program, and make recommendations in respect of:

- Training
- Mandatory Partnerships
- Preparation for the Bi-annual Learning Plan

This Letter of Intent expires and will be removed from the collective agreement on August 30, 2022

**LF.2.7 Correspondence**

***Letter of Intent #8***

The Parties recognize the value of sharing with each other correspondence/memos, that are addressed to the bargaining unit employees in respect of the interpretation of collective agreement matters. It is understood that this is encouraged prior to distribution as a courtesy and good operating practice, but is not a contractual requirement.

**LF.2.8 HRIS System**

***Letter of Intent #9***

Whereby the Board is in the process of moving 1734 employees to a new HRIS system, it will explore making probationary periods and absence balances available for employees to view. The Board will provide the union with updates as the project progresses, as it relates to both permanent and temp/term employees.

**LF.2.9 Career Progression**

***Letter of Intent #11***

The Board, through Leadership Development and Human Resource Services, shall develop a career planning resource for classifications in the bargaining unit. This

resource may include information regarding career pathways, relevant courses and training, and coaching and mentorship opportunities.

This Letter shall expire and be removed from the Collective Agreement effective August 31, 2023.

**LF.2.10 Feedback Sessions**

***Letter of Intent #12***

- a) The Employer will provide feedback to permanent employees upon request for postings outside of the Annual Career Opportunities Process, this shall be done within 30 days of the position being filled, up to a maximum of twice per school year per employee per position.
- b) The Employer will provide interview skills courses accessible to all members.
- c) The Board will notify the Union if there was no successful candidate prior to posting externally.

**LF.2.11 Unpaid Leave Days**

***Letter of Intent # 13***

All employees covered under this collective agreement, including 10-month employees may request up to three (3) unpaid days per year as follows:

- 1. To attend to unavoidable or extraordinary personal matters; or
- 2. To attend to personal matters, subject to their job being scheduled to be filled by a daily supply (casual), if required, for the day of the leave.

For each day of absence where a daily supply is scheduled, the employee shall be required to provide appropriate work and support for any regular responsibilities.

Such leaves will not normally be granted the first week following the start of the semester, abutting school breaks, assessment reporting, or the week prior to the start of assessments, the assessment period, and for 10-month school based employees, the last week of school.

Requests for leaves must be made through the e-form process, are subject to approval by the Board and may not be taken in conjunction with any other paid or unpaid leaves.

The Board reserves the ability to temporarily suspend the operation of this LOI to any employee group in response to rates of absenteeism and unfilled assignments.

This letter shall expire and be removed from the collective agreement on August 31, 2023.



### **LF.2.12 Qualifications**

#### ***Letter of Intent #14***

The Board agrees to work with the Union through the *Joint Job Evaluation Committee* prior to making any change in educational qualifications for any position covered under CUPE Local 1734.

Any member of the bargaining unit, who is currently in a position that has a qualification change, will be deemed to hold the new qualifications. The parties recognize that consideration will be given to long-standing employees granting acknowledgement for their experience in the Board.

In reference to the above noted clause, the parties agree and understand that "is currently in a position that has a qualification change" refers to those members in a bargaining unit position as of November 28, 2005, the date of ratification of this collective agreement.

### **LF.2.13 Supervision**

#### ***Letter of Intent #15***

The York Region District School Board endorses the use of Student Support Staff to assist teachers in planning and programming and to provide support services to ensure students are provided with the best possible educational opportunities. Principals shall assign the work of the Student Support Staff in a fair and equitable manner and will endeavour to ensure outdoor supervision is distributed on an equitable basis. In establishing and revising these assignments, the needs of students, the working conditions of the Student Support Staff and the operational needs of the schools shall be considered. Notwithstanding the above, Principals may make temporary alteration to work assignments to address unforeseen circumstances.

Student Support Staff may be assigned general supervision within their work day (eg. yard duty, before and after school duty, lunch supervision, hall duty, bus duty). It is understood that when performing general supervision as outlined, an Administrator or certified teacher will be available. General supervision schedules will be posted in schools.

It is an expectation that all Student Support Staff share in the obligation to provide general supervision. Reasons for an inequitable distribution of general supervision may be due to the specific needs of individual students, additional availability of a support staff member because of a reduced assignment to instructional time and/or a requirement that a staff member is assigned work during times when general supervision is required.

In the event that a Student Support Staff has a concern regarding an assignment, the Student Support Staff is encouraged to discuss the issue with the Principal first, and if still unresolved, to discuss the issue with the appropriate Superintendent of Education.

For purposes of this letter, Student Support Staff shall include all members of the CUPE 1734 Bargaining unit directly supporting any student.

Other support staff will not be assigned direct supervision.

**LF.2.14 Job Evaluation**

***Letter of Intent #16***

The Employer agrees to create a committee consisting of 3 Union members selected by the Union and 3 members selected by the Employer.

The mandate of the committee is to:

1. review the administration of the current job evaluation process;
2. review the process for determining job classifications to be provided a market adjustment. This includes the process for establishing the jobs to be market adjusted, the extent to which the job rate is adjusted and the regular maintenance of the list., and,
3. meet within 60 days of ratification.

**LF.2.15 Split Shifts**

***Letter of Intent #17***

There shall be no scheduling of split shifts, specifically, no regular shift shall be scheduled with an unpaid break between portions of the shift except for the meal break.

This Letter of Intent will be in effect for approximately ten (10) years and shall expire with the Collective Agreement that expires closest to August 30, 2030.

**LF.2.16 Performance Appraisals**

***Letter of Intent #18***

Employees shall be given a minimum of two (2) weeks-notice prior to a performance appraisal. Employees shall not be subject to the commencement of a performance appraisal immediately following a long term leave of six (6) months or longer, or location change; there shall be a minimum of 45 working days prior to a performance appraisal being held, or lesser time by mutual agreement. The application of this clause shall only apply to employees who have completed their initial probationary period.

This Letter of Intent expires and will be removed from the collective agreement on August 30, 2022.

**LF.2.17 Contracting In**  
***Letter of Intent #19***

The parties agree that a sub-committee of Union/Management will meet and where possible develop plans to return Bargaining Unit work presently contracted out.

The parties shall meet within 60 days of ratification to begin this work.

**LF.2.18 OMERS Definition of Contributory Earnings**  
***Letter of Intent #20***

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

**LF.2.19 Member Data**

***Letter of Intent #21***

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 ID  
 First Name  
 Last Name  
 Home Address  
 Home Phone  
 Other Phone number  
 Hire/Seniority Date  
 Work location  
 Position  
 Employment Status  
 Deceased (Active members)  
 Termination  
 Name Changes  
 Retirements  
 1734 members that move on to another area within YRDSB  
 Temp/Term Contract Expiry date  
 Casuals (as per article E.2.6)

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.2.20 Courier Service**  
***Letter of Intent #22***

The Employer shall provide interoffice courier service to and from CUPE 1734's Local office; this run shall be scheduled to coincide with the administrative office deliveries route.

This Letter of Intent expires and will be removed from the collective agreement on August 30, 2022.

**LF.2.21 Annual Career Opportunity for Permanent Employees**  
***Letter of Intent #23***

For the terms of this Collective Agreement, the parties understand and agree:

- Applications submitted through the Annual Career Opportunity process for lateral moves for permanent employees only, and restricted exclusively to those positions identified in Appendix A, will be considered and positions awarded based upon seniority, subject to a file review deemed as satisfactory to the Board;
- For greater certainty, where a file review is not deemed as satisfactory by the Board, the employee will not be permitted to move locations.
- Offers will be made in line with past practice. Individuals will have one opportunity to defer selection and should they select to defer, they will have another opportunity to select, after the first full cycle has been completed, subject to the availability of positions as identified in their original application.
- An offer of a lateral move that has been accepted will conclude the individual's participation in the process and the employee will not be permitted to rescind (unless in line with the MOA signed and dated July 17, 2014 which pertains to rescinding of acceptance of an offer).
- Where a unique situation exists and a particular set of skill and experience would be required for the assignment, lateral moves into such assignments may not be possible and in such instances cases the agreement will not apply and the

position will be filled in line with article LA.11.0 and its related sub articles, which may include bracketing.

- The parties understand and agree that no grievance will be submitted as a result of this agreement or any impact it may have.
- The parties understand and agree that any position not identified in this agreement will continue to go through the identified recruitment and selection process, including those instances where an employee is applying to/moving from one classification to another classification (i.e. DSW to ISW).
- Offers being made shall include general details of the assignments to which they are being offered; it is understood that assignments are subject to change. Individuals will have one opportunity to defer selection and should they select to defer, they will have another opportunity to select, after the first full cycle, including surplus and redeployment, has been completed, subject to the availability of positions as identified in their original application. An offer of a lateral move that has been accepted will conclude the individual's participation in the process.

The parties understand and agree that this agreement is on a without prejudice and without establishing precedent basis and for greater certainty in no way establishes precedent for any future hiring of those positions covered under the CUPE 1734 collective agreement.

#### Appendix A

- Special Education Assistant
- Developmental Services Worker
- ISW (school-based only)
- Health Assistant
- Child and Youth Worker
- Program Assistant
- Outdoor Education Specialist
- Swim Assistant
- Designated Early Childhood Educator
- Secretaries A/B

### **LF.3.0 LETTERS OF UNDERSTANDING**

The following constitute Letters of Understanding between York Region District School Board and CUPE Local 1734.

**LF.3.1 Temporary Positions /Employees**  
***Letter of Understanding #1***

The following agreement is effective February 1, 2006

A "Temporary position" means:

A position that is available for a period in excess of 30 consecutive working days to replace a permanent employee in the 1734 bargaining unit who is absent on an approved leave of absence (e.g. pregnancy, parental, educational or medical leave).

1. A Temporary position shall last for a maximum of 1 year, unless the employer and the union agree in writing to an extension for a specified period.

If the circumstances, which led to the creation of the Temporary position, end earlier than the Temporary position originally specified, the employer shall give two weeks written notice to the Temporary employee and any other affected employee. After two weeks notice, the Employer has the right to terminate the employment of the Temporary employee and no grievance shall be filed.

2. It is agreed and understood that a Temporary position is not a permanent position. An individual hired to fill a temporary position is not a permanent employee of the Board and shall be terminated at the end of the period specified upon his/her hiring as a Temporary employee or upon any later date agreed in writing by the parties.
3. The employer has the right to terminate without notice for "just cause." No grievance will be filed with such termination.
4. A temporary employee shall pay union dues. The employer shall provide copies of the staff appointment forms and a quarterly list of temporary employees with the position, start date, proposed end date and the name of the individual the Temporary employee is replacing - see C10.00 of the Central Agreement.
5. A temporary employee is covered by the terms and conditions of the 1734 Collective Agreement except as modified in this Letter of Understanding. In addition to the other provisions set out in this letter, the following shall apply to Temporary employees:
  - a. Vacation pay shall be paid at the rate of 4%, and shall be paid out at the end of the assignment;

- b. Temporary employees do not accumulate seniority under the Collective Agreement except as allowed in this agreement. However, should a Temporary employee apply for a permanent position, their experience with the Board will be considered in the hiring process. Temporary employees shall be considered for positions within the Board in accordance with Article LA.11.4;
  - c. A Temporary employee is paid at the start rate of the classification for the first year of his/her employment, and shall be increased to the second step after one year;
  - d. Where a temporary employee is successful in obtaining a permanent position, the following shall apply:
    - i. the period of time worked as a temporary employee will be recognized for grid placement purposes; and,
    - ii. seniority will be backdated to the date of hire, after successful completion of the probationary period in a permanent position.
  - e. Temporary employees will not participate in the Summer Hours Program;
  - f. Temporary employees are not eligible to participate in the LTD Program
6. The employer will provide training to a Temporary employee and any other training essential to the position to which the Temporary employee is assigned.
7. Temporary employees are eligible for enrolment in the OMERS pension plan as specified by OMERS policies and procedures.
8. While all temporary employees are eligible to apply for posted vacancies, continuity of program and/or operational needs will be taken into consideration.
9. While in a temporary assignment, an employee's application for other temporary or term positions will not be considered, unless they are within 30 days of completing their assignment at the date the posting closes.

The following (#10 & #11) take effect as of the ratification date of the 2019-2022 Collective Agreement.

10. While in a temporary assignment, an employee's application for a permanent position will not be hindered regardless of the number of days remaining on their temp assignment. They shall not be denied a permanent position subject to #8 above but rather, program and/or operational needs may, if needed, postpone the transfer to the permanent position.
11. When a temp/term contract is filled, the Union shall be notified of the name of the employee whose position it is, the name of the employee filling the temp/term contract and the anticipated duration including an anticipated start and end date.



**LF.3.2 Term Positions /Employees – see C6**  
***Letter of Understanding #2***

The following agreement is effective February 1, 2006.

1. A “Term position” means:

A non-complement position that is specifically funded for a defined period of time in excess of 30 consecutive working days to complete a particular assignment.

2. A term position shall last for a maximum of one (1) year, unless the employer and the union agree in writing to an extension for a specified period.

If the circumstances, which led to the creation of the term position, end earlier than the term originally specified, the employer shall give two weeks written notice to the term employee and any other affected employee. After two weeks notice, the Employer has the right to terminate the employment of the Term employee and no grievance shall be filed.

3. It is agreed and understood that a Term position is not a permanent position unless it exceeds the one-year period without an agreement in writing by the parties. An individual hired to fill a term position is not a permanent employee of the Board and shall be terminated at the end of the period specified upon his/her hiring as a Term employee or upon any later date agreed in writing by the parties.

In the event a Term position becomes a permanent position and funding is subsequently withdrawn, the provisions of Article D.2.0 Layoffs and Recall shall apply.

4. The employer has the right to terminate without notice for “just cause.” No grievance will be filed in connection with such termination.

5. A term employee shall pay union dues. The employer shall provide copies of the staff appointment forms and a quarterly list of Term employees with the start date and proposed end date. - see C10.00 of the Central Agreement.

6. A term employee is covered by all terms and conditions of the 1734 Collective Agreement except as modified in this Letter of Understanding. In addition to the other provisions set out in this letter, the following shall apply to Term employees and the Collective Agreement shall not apply:

- a) Vacation pay shall be paid at the rate of 4%, and shall be paid out at the end of the assignment;
  - b) Term employees do not accumulate seniority except as allowed in this agreement. However, should a Term employee apply for a permanent position, their experience with the Board will be considered in the hiring process. Term employees shall be considered for positions within the Board in accordance with Article LA.11.4;
  - c) A Term employee is paid at the start rate of the classification for the first year of his/her employment, and shall be increased to the second step after one year if there is mutual agreement of an extension;
  - d) Where a term employee is successful in obtaining a permanent position, the following shall apply:
    - i) the period of time worked as a temporary employee will be recognized for grid placement purposes; and,
    - ii) seniority will be backdated after successful completion of the probationary period in a permanent position.
  - e) Term employees will not participate in the Summer Hours Program;
  - f) Term employees are not eligible to participate in the LTD Program
7. The employer will provide training to a term employee and any other training essential to the position to which the term employee is assigned.
  8. Term employees are eligible for enrolment in the OMERS pension plan as specified by OMERS policies and procedures.
  9. While all term employees are eligible to apply for posted vacancies, continuity of program and/or operational needs will be taken into consideration.
  10. While in a term assignment, an employee's application for other temporary or term positions will not be considered, unless they are within 30 days of completing their current assignment at the date the posting closes.

The following (#11 & #12) take effect as of the ratification date of the 2019-2022 Collective Agreement.

11. While in a temporary assignment, an employee's application for a permanent position will not be hindered regardless of the number of days remaining on their temp assignment. They shall not be denied a permanent position subject

to #9 above but rather, program and/or operational needs may, if needed, postpone the transfer to the permanent position.

12. When a temp/term contract is filled, the Union shall be notified of the name of the employee whose position it is, the name of the employee filling the temp/term contract and the anticipated duration including an anticipated start and end date.

**LF.3.3 Vacancies and Job Postings**  
***Letter of Understanding #3***

Within a year of the ratification of this agreement, a sub-committee of the Union Management committee will meet to review the amendments to the selection process.

**F.3.4 Violence in the Workplace**  
***Letter of Understanding #4***

As per the PDT, the parties agree that “publicly funded education is best served when students and staff work in a safe and secure environment”. The parties agree that a joint committee will be established to examine the recommendations of the provincial joint task group as mandated by the PDT to examine and report to the parties on the issue of workplace violence in the schools.

**LF 4.0 LETTERS OF AGREEMENT**

The following constitute Letters of Agreement between York Region District School Board and CUPE Local 1734.

**LF.4.1 PDT Funds - Student Support Staff - Educational Assistants**  
***Letter of Agreement #1***

The Board agrees to hire 85 additional Student Support Staff above staffing complement set May 27, 2008 of which fifty (50) will be at Band Six (6) or higher, no later than the school year commencing September 1, 2011.

The Board agrees to pay an additional allowance of \$.75 (seventy-five cents) per hour of work to any Special Education Assistant who completes or has already completed one of the following postsecondary programs:

- Child and Youth Worker (CYW)
- Early Childhood Education (ECE)
- Developmental Service Worker (DSW)
- Social Service Worker (SSW)
- Registered Practical Nursing (RPN)

- Educational Assistant (2 year)
- Autism and Behaviour Sciences
- Child Development Practitioner (January 1, 2013)
- Aboriginal Child Development Practitioner (January 1, 2013)

Upon successful completion of one of the above programs, an employee may apply for the additional allowance. This additional allowance will be effective the date of the qualification subject to provision of proof of successful completion submitted within four months of completion. In the event that documentation is submitted outside of this time limit, retroactivity will be limited to a maximum of four months. Such allowance will terminate band. should the employee be successful in obtaining a position in a higher salary

### **Memorandum of Agreement**

**Between:**

**York Region District School Board**

**- and -**

**The Canadian Union of Public Employees Local 1734**

Whereas the Joint Job Evaluation (JJE) Committee has recently finalized their review of a great number of positions within the Board;

And Whereas job descriptions are to be updated as necessary upon completion of the JJE process;

And Whereas the Board anticipates the job descriptions will be completed within the next few weeks.

Now Therefore the Parties agree as follows:

The Board shall provide the Union with copies of the updated job descriptions no later than 60 days after ratification of this agreement.

Annexed Articles removed from the September 1, 2012 to August 31, 2014 CUPE 1734  
Collective Agreement

The following Articles have been removed from the CUPE 1734 Collective Agreement, but the history preserved in this document and annexed at the back of the Collective Agreement are for reference purposes only.

<b>1734</b>	
L.A.1.2	The Board also recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, hours of work and other working conditions for Designated Early Childhood Educators (DECEs) in the Full Day Kindergarten Program. Terms specific to DECEs are as outlined in the <i>'Addendum to the CUPE 1734 Collective Agreement to address working conditions and variances to the existing Collective Agreement'</i> . Where the provisions of the addendum vary from the collective agreement, the terms of the addendum prevail.
B.6.3.1	The Board shall pay 100% of the premium cost of semi-private hospital coverage for all full-time employees. - see C5.0.0 and LOU #9
B.6.4.1	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.  As an alternative to glasses, employees may elect to use this entitlement toward laser eye surgery. see C5.0.0 and LOU #9
B.6.4.2	The Board shall pay 100% of the premium cost of extended health care coverage which shall include \$200 hearing aid coverage every 24 months for all its full-time employees effective September 1, 2001.
B.6.5.1	The Board shall pay 100% of the premium cost for a basic dental plan for all its full-time employees. see C5.0.0 and LOU #9
B.6.5.2	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.  (SEE MOU)

B.6.5.3	A member may, subject to enrollment requirements of the insurance carrier, participate in a major restorative rider or an orthodontic rider. The employee will pay 100% of the cost.
B.6.6.1	The Board shall pay 100% of the premium cost for 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. - see C5.0.0 and LOU #9
B.6.6.2	Triple life insurance coverage may be carried by an employee, subject to the enrolment requirements of the insurance carrier, with the employee paying the total difference in premium from double salary coverage to triple salary coverage. In accordance with the requirements of the benefits carrier, like insurance coverage will cease on an employee's 65 <sup>th</sup> birthday.
B.6.6.3	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 of the Group Benefit Plans to which he/she belonged at the time of retirement or is placed on LTDI, until he/she attains the age of 65 years. The retired member, and/or the members on LTDI must pay the full premium cost to maintain his/her participation and coverage under the group contract.
B.6.6.4	The Board shall pay 100% of the premium cost of an Accidental Death and Dismemberment Plan for all full-time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.
B.6.7.1	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. – see C5 and LOU #9
B.11.1	<p>The sick leave account of a full-time twelve (12) month employee shall be credited with two (2) days per month, twenty-four (24) days per year, on September 1 of each year, in advance. Such sick leave shall be with pay and the employee may carry forward the unused portion of any sick leave from one (1) year to another up to a maximum of two hundred and sixty-four (264) days.</p> <p>For the purpose of this article the word “year” shall mean the period commencing on the 1st day of September and ending the 31st day of August the following year. The sick leave of employees who work less than twelve (12) months will be pro-rated accordingly. – see C6, Appendix B and LOU #2</p>
B.11.2	Part-time employees shall be entitled to the benefits provided in B.11.1 on a pro-rated basis.

LB.11.4.1	i) .....or retirement gratuity
B.11.7	Any employee who has attained the age of fifty-five (55) years or more, or whose combined age and years of service exceed the eighty (80) factor or any other factor as determined by OMERS, and who ceases to be employed because of retirement from the Board’s service due to age or who ceases to be employed by reason of disability and is immediately entitled to draw a pension, shall be paid a Retirement Gratuity in an amount not exceeding fifty percent (50%) of his/her accumulated sick leave credit, up to a maximum of one hundred and twenty (120) days’ earnings at his/her regular rate immediately prior to retirement. In case of an employee’s death, the above benefit would be paid to the employee’s designated beneficiary for group life insurance unless otherwise stipulated in writing by the employee. – see LOU #2
B.11.8	An employee retiring due to disability shall obtain a medical certificate stating the need for early retirement from a doctor approved by the Board.
B.11.9	<p>See Letter of Understanding #2 – Retirement Gratuities of the Central Agreement</p> <p>The amount of Retirement Gratuity shall be calculated by dividing the employee’s salary by two hundred and forty (240) days and multiplying the result by the number of days in the employee’s Retirement Gratuity account. The credit in the employee’s Retirement Gratuity account shall be calculated as follows:</p> <p>a) at the end of each year a maximum of nine (9) days shall be added to the employee’s Retirement Gratuity account, subject to a deduction of the number of days equivalent to the first and second days of each absence during that year, except in no case shall the figure added to the Retirement Gratuity account exceed the number of days by which the employee’s sick leave credit has been increased because of that year;</p> <p>i. absences shall affect the Retirement Gratuity account only when the number of days in an employee’s sick leave account is reduced to equal the number of days in the Retirement Gratuity account, in which case both the sick leave account and Retirement Gratuity account shall be reduced by one day for each day of absence.</p>
B.11.10	.....retirement gratuity at the end of August of that same year. – see LOU #2 and C6
LC.1.6	An employee on leave may retain his/her membership in any benefit plan to which he/she was registered, by paying full premiums applicable under a preauthorized 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. – see LOU #6
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. – see C12.00 and LOU #2
C.6.2.1	A SEB payment will not be made if the employee accesses the sick leave/gratuity plan and if the EI 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:  (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  (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.
C.7.6	An employee on Infant Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his/her membership in any plan to which he/she was registered at the beginning of the leave, by paying full premiums applicable through 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.7.9	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
C.7.10	An employee returning from Infant Care Leave shall have existing Sick Leave Benefits, Retirement Gratuity Credits and seniority fully reinstated. – see C6 and LOU #9
LC.8.4	The Board shall continue to pay its share of the employee’s insured Employee Benefit Plans for the period of the Adoption/Parental Leave. – see LOU #2, and C6
C.8.7	An employee returning from Adoption/ Parental Leave shall have existing Sick Leave Benefits and Retirement Gratuity credits fully reinstated. – see LOU #2 and C6
C.9.5	An employee on Child Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his/her membership in any plan to which he/she was registered at the beginning of the leave, by paying full premiums applicable through 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.9.9	An employee returning from Child Care Leave shall have existing Sick Leave Benefits, Retirement Gratuity Credits and seniority fully reinstated. – see LOU #2, and C6
L.E 3.1	5f) Temporary employees shall be entitled to two (2) sick days per month. Sick days will not accumulate from month to month. There is no payout of unused sick days upon termination of a Temporary employee; and - see C6
L.E. 3.2	6f) Term employees shall be entitled to two (2) sick days per month. Sick days will not accumulate from month to month. There is no payout of unused sick days upon termination of a term employee; and, – see C6
	<p><b>Addendum to the CUPE 1734 collective agreement</b></p> <p><b>to address working conditions and</b></p> <p><b>variances to the existing collective agreement.</b></p> <p>Whereas the Board implemented the FDK program effective September 2010;</p> <p>And whereas the union grieved that the DECEs fell within the scope of the CUPE 1734 Collective agreement;</p>

And whereas Arbitrator Bram Herlich found that the DECE's were properly placed within the scope clause of the CUPE 1734 collective agreement, with the requirement of an addendum to the collective agreement to address supervision and working condition specific to the DECEs;

And whereas this outcome was confirmed by the Ontario Labour Relations Board on August 15, 2012;

And whereas the Board and Union have met and discussed and agreed to the content of this addendum;

Therefore, the parties have agreed to the following which will apply to the Designated Early Childhood Educators and replace/supersede articles in the CUPE 1734 collective agreement and constitutes part of that agreement:

The Board will develop a process for the redistribution of DECEs due to enrolment in FDK. The Board will provide the Union with the details of such process.

Experience for the purpose of placement on the grid established by the PDT dated June 24 2010 will be calculated as follows: related experience for DECEs hired external to the board will be calculated at a ratio of 2 to 1 month related experience for each two months worked (fulltime)immediately preceding employment as a DECE with the Board. Only experience gained after obtaining designation as an ECE and while working as an ECE will be considered for related experience. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

Experience worked at other Boards as a DECE in a FDK class will be considered direct experience and calculated on a 1 to 1 basis/ratio. Direct experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

Related experience for DECEs hired from within the Board will be calculated at a rate of 2 to 1 and restricted to work during the time post certification as ECE and while working in Primary (jk to grade 3) classes only. Experience will only be considered if it immediately precedes employment as a DECE with the Board. A break of less than two (2) years will define immediately preceding and experience prior to a break of more than two years will not count towards establishing experience.

DECEs hired externally and internally will be responsible for providing HRS with the details of related experience within 30 working days of their appointment to the role of DECE. No experience submitted past that cut off will be considered. Experience

will be provided in a format designated by the Board and supporting documentation acceptable to the Board will be required.

Given the grid maxes at 4 years of experience, the related and direct experience will be capped at 8 years at 50% (4 years) for the purpose of records in HRS.

Experience will be calculated once annually at a time determined by the Board. For the 2012/2013 school year experience was calculated August 2012.

Placement and movement on the salary grid will be subject to legislative directives.

Calculation of experience using the above process will apply until October 1, 2012. Processes used prior to that date were agreed to without prejudice to either party and did not establish precedence. The calculations for experience are non grievable.

Process for tie breaker in seniority for DECEs- follow established process, adding employee number as the final tie breaker. The lower the number the higher the seniority allocated.

The articles in LB.1 of the collective agreement related to wages will not apply to the DECEs. The grid established in the PDT agreement will apply.

DECEs are to be moved into the CUPE 1734 benefit programs no later than August 30, 2012

Hours of work for DECEs are 6.5 hours of work per day, breaks included, and lunch excluded.

A mirror sub clause to both LA.11.7 and LA.11.8 will be in place for DECE but related to classroom/program/learning continuity and the restriction related to moves during the school year

LA.11.7: Those twelve (12) month employees filling vacancies as a result of their applying to a job posting are to remain twelve (12) months at their position. Ten (10) month employees are to remain in their position until the end of the school year. This requirement can be waived with permission from the Superintendent responsible for Human Resource Services, or if the position ceases to exist. This does not prevent employees from applying for a position or from applying for a promotion during the twelve (12) month period.

LA.11.8 In order to provide continuity of care to students with special needs, Special Education Assistants, Child & Youth Workers, Health Assistants and Assistants for the Developmentally Handicapped cannot transfer job locations during the school year without approval from the Superintendent responsible

for Human Resources Services or their designate. This does not prevent employees from applying for a position during the school year.

LA.11.8.1 In order to provide continuity of learning to students Designated Early Childhood Educators cannot transfer job locations during the school year without approval from the Superintendent responsible for Human Resources Services or their designate. This does not prevent employees from applying for a position during the school year.

E.2.16 (Qualifications) does not apply to DECEs

E.2.17 is to be interpreted as including DECEs

E.2.18 Job evaluation does not apply to DECEs - they are exempt

The job title of Designated Early Childhood Educator will be identified as a job title belonging to the CUPE 1734 collective agreement by way of this addendum. The existing job description for the DECEs will be posted on the bww along with other CUPE 1734 job description and is subject to change. The job description does not form part of the collective agreement.

Effective September 1 2012 the Board will commence deduction of union dues from the wages of the DECEs.

Except as provided for in this addendum, all other terms of the existing collective agreement apply to the Designate Early Childhood educator.

Nothing in this agreement will supersede legislation or regulations, including but not limited to the proposed Putting Students First Act.

Dated at Aurora, this 30<sup>th</sup> of August 2012.



For CUPE Local 1734  
Board



For The York Region District School

MEMORANDUM OF SETTLEMENT  
Between  
York Region District School Board  
And  
The Canadian Union of Public Employees  
Local 1734  
For September 1, 2019 to August 31, 2022

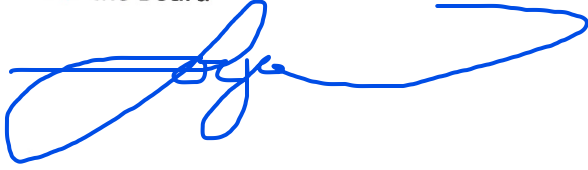
The parties agree to the terms of this Memorandum of Settlement conditional upon the following:

- 1) The parties herein agree to the terms of this memorandum (hereto attached) as constituting full settlement of all matters in dispute as outlined in this memorandum of settlement.
- 2) The undersigned representatives of the parties do hereby agree to recommend the ratification of all terms of this memorandum to their respective parties;
- 3) Ratification by CUPE Local 1734 and York Region District School Board by Sept 30, 2021.
- 4) Subject to ratification, the YRDSB and CUPE Local 1734 confirm that this Memorandum of Settlement entered into is a legally binding document and the parties are committed to complying with the terms, subject to any overriding legislation.
- 5) All other proposals are withdrawn by both parties; and
- 6) The parties agree that the term of the Collective Agreement shall be from September 1, 2019 to August 31, 2022.
- 7) The parties agree that the said collective agreement shall include the terms of the previous collective agreement, which expired on August 31, 2019 and that the attached amendments are incorporated.
- 8) The Collective Agreement between CUPE Local 1734 and the York Region District School Board shall consist of two parts. Part "A" shall consist of provisions respecting Central issues, as determined by the Memorandum of Settlement made between the Council of trustees Association and CUPE and Agreed to by the Crown.
- 9) Part "B" shall consist of all changes on matters agreed to and signed off on or prior to August 17, 2021 and attached hereto.
- 10) Upon ratification, the parties shall execute and deliver the necessary letter of confirmation to the Director, Labour Relations and Governance Branch, Ministry of Labour.

Amendments effective date of ratification unless otherwise specified

Signed this 17<sup>th</sup> day of August 2021

**For the Board**

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

**For the Union**

A handwritten signature in blue ink, appearing as a stylized, cursive name.