

# Collective Agreement

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between

Ontario Public Service Employees Union  
on behalf of its Local 514

and

York District School Board

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DURATION: September 1, 2019 -August 31, 2022



SECTOR 3  
5-514-10276-20190831-3

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## OCEW – PART A: CENTRAL TERMS

### **C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)**

#### **C1.1 SEPARATE CENTRAL AND LOCAL TERMS**

The collective agreement shall consist of Central Terms and Local Terms.

#### **C1.2 Implementation**

Central Terms may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent.

#### **C1.3 Parties**

The parties to the collective agreement are the school board and the bargaining agent. If applicable, 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.

### **C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)**

#### **C2.1 Single Collective Agreement**

a. The Central and Local Terms of this collective agreement shall constitute a single collective agreement for all purposes.

#### **C2.2 Term of Agreement**

a. In accordance with Section 36 and Subsection 41(1) of the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including Central Terms and Local Terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

#### **C2.3 Where Term Less Than Agreement Term**

a. Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

#### **C2.4 Term of Letters of Understanding**

a. Subject to Section 36 of the *School Boards Collective Bargaining Act, 2014*, all Central Letters of Understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated herein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

#### **C2.5 Amendment of Terms**

- a. 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.

## **C2.6 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 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a Central Party:
  - i. Within 90 (ninety) days of the expiry 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.
- c. Notice to bargain centrally constitutes notice to bargain locally.
- d. Where no Central Table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

## **C3.00 DEFINITIONS**

- C3.1** 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 the Local Terms of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the Employer Bargaining Agency, the Council of Trustees’ Association (CTA) and the Employee Bargaining Agency, the Ontario Council of Educational Workers (OCEW).

The Ontario Council of Educational Workers (OCEW) refers to the designated Employee Bargaining Agency pursuant to subsection 20 (2) of the Act for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The OCEW is composed of:

1. COPE Ontario and its Locals 103, 429, 454, 527 and 529.
2. Educational Resource Facilitators of Peel.
3. Essex and Kent Counties Skilled Trades Council.
4. Labourers’ International Union of North America, Local 837.
5. Maintenance and Construction Skilled Trades Council.
6. Ontario Public Service Employees Union. O. Reg. 163/14, s. 1.
7. Unifor – O. Reg 59/19 s. 2

The Council of Trustees' Associations (CTA) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. For the purpose of

this agreement, the CTA is composed of the Ontario Catholic School Trustees' Association and the Ontario Public School Boards' Association.

**C3.3** "Employee" shall be defined as per the *Employment Standards Act*.

**C3.4** "Casual Employee" 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

**C3.5** "Term Assignment" means, in relation to an employee,

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

#### **C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C4.1** The CTA and OCEW agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

**C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

**C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.

**C4.4** 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.

**C4.5** The committee shall include up to six (6) representatives from OCEW and up to six (6) representatives from the CTA. The parties agree that the Crown may attend meetings.

**C4.6** OCEW and CTA representatives will each select one co-chair.

**C4.7** Additional representatives may attend as required by each party.

#### **C5.00 CENTRAL GRIEVANCE PROCESS**

The following process pertains exclusively to grievances on central matters that have been referred to the Central Process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.



### **C5.1 Definitions**

- a. A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any Central Term of a collective agreement.
- b. The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Ontario Council of Educational Workers (OCEW).
- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean regular school days.

### **C5.2 Central Dispute Resolution Committee**

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from the Council of Trustees’ Association, two (2) representatives of the Crown and four (4) representatives from the OCEW.
- b. The Committee shall meet at the request of one of the Central Parties. The Committee may meet in person, by tele or video conference or in any other manner agreeable to the committee.
- c. The Central Parties shall each have the following rights:
  - i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
  - iii. To withdraw a grievance.
  - iv. To mutually agree to refer a grievance to the local grievance procedure.
  - v. To mutually agree to voluntary mediation.
  - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:
  - i. To give or withhold approval to any proposed settlement between the Central Parties.
  - ii. To participate in voluntary mediation
  - iii. To intervene in any matter referred to arbitration.
- e. Only a Central Party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f. 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 central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g. Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

### **C5.3 The grievance shall include:**

- a. Any central provision of the collective agreement alleged to have been violated.
- b. The provision of any statute, regulation, policy, guideline, or directive at issue.
- c. A detailed statement of any relevant facts.
- d. The remedy requested.

### **C5.4 Referral to the Committee:**

- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b. A Central Party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c. The Committee shall complete its review within 10 days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee acting by consensus, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other Central Party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the Central Parties.
- f. All timelines are directory and may be extended by mutual consent of the parties.

**C5.5 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 remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c. Timelines shall be suspended for the period of mediation.

**C5.6 Selection of the Arbitrator:**

- a. Arbitration shall be by a single arbitrator.
- b. The Central Parties shall select a mutually agreed upon arbitrator.
- c. The Central Parties may refer multiple grievances to a single arbitrator.
- d. Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- e. The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

**C5.7** The arbitrator shall have all of the powers provided to arbitrators under the *Labour Relations Act* and under section 43 of the *School Boards Collective Bargaining Act, 2014* and the authority to order a remedy which the arbitrator considers just and reasonable.

**C6.00 WORK YEAR**

The fulltime work year for all employees employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

**C7.00 SPECIALIZED JOB CLASSES**

Where there is a difficulty with recruitment or retention for a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the Local Parties may agree to apply a temporary skills shortage allowance to that job class in order to assist with recruitment and retention.

## **C8.00 BENEFITS**

The Parties have agreed to include in a Historical Appendix of Central Terms – For Reference Only, (a) Letter of Agreement #4 of the 2014-17 Agreement on Central Terms; and (b) a template local agreement between the school boards and the Unifor local with respect to Employee Life and Health Trust (ELHT) Benefits.

Subject to provisions in this agreement, the Parties agree that since all active eligible employees have now transitioned to the Ontario English Catholic Teachers Association (OECTA) ELHT that all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date". For employees who joined the OCEW Benefits Plan, the Participation Date was June 1, 2018. For employees who joined the Unifor Benefits Plan, the Participate Date was November 1, 2018.

### **C8.1 Eligibility and Coverage**

- a) The OECTA ELHT will maintain eligibility for OCEW and Unifor represented employees who are currently eligible for benefits, and any newly eligible employee covered by the local terms of the applicable collective agreement ("OCEW represented employees").
- b) Retirees who were previously represented by OCEW or Unifor, who were, and still are members of a board benefit plan as at the participation date are eligible to receive benefits through the ELHT with funding based on prior arrangements. Retirees will be eligible to transition from Board run benefits plans into segregated plans administered by the OECTA ELHT, subject to a Board's right to opt out, in accordance with Letter of Agreement #14.
- c) No individuals who retire after the Participation Date are eligible for benefits.
- d) Notwithstanding b) and c):
  - i. applicable Windsor Essex Catholic District School Boards' Unifor employees and retirees will be administered in accordance with the Minutes of Settlement signed by Unifor and the Crown on November 17, 2016;
  - ii. applicable Greater Essex County District School Boards' Skilled Trades employees and retirees will be administered in accordance with the Minutes of Settlement signed by

- the school board, the members of the Skilled Trades Council, and the Crown on February 7, 2019; and
- iii. Nothing in this agreement shall be construed as altering the fundamental obligations assumed by any party to the Minutes of Settlement referenced in i. or ii above.

## **C8.2 Funding**

Funding related to the ELHT Benefit Plan(s) 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 OCEW and Unifor plans per FTE and the funding rate per FTE as of September 1, 2021. 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 and the Crown agree to jointly request that the OECTA ELHT provide the audited financial statements, at the OCEW and Unifor's Benefit plan expense, no later than November 30, 2022.
  - ii. The total cost represents the actual costs related to the delivery of the OCEW and Unifor benefit plans through the OECTA ELHT. Total cost is defined as the total cost on 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 the OCEW and Unifor benefits plan and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing, and advisory fees, legal fees and all other costs and taxes as reported in the OECTA ELHT audited financial statements.
- b) Funding amounts for benefits maintenance or improvements to adjust the current OCEW rate (\$5,489.12) and Unifor rate (\$5,529.14):
  - i. September 1, 2019: 1%
  - ii. September 1, 2020: 1%
  - iii. September 1, 2021: 1%
- c) In addition to b), within 90 days of confirmation that all OCEW bargaining units have completed ratification of the local terms, the Crown shall make a
  - i. one-time payment of \$2,500,000 (inclusive of tax) to the OECTA ELHT – OCEW separate account; and
  - ii. a one-time payment of \$250,000 (inclusive of tax) to the OECTA ELHT – Unifor separate account.

- d) All funding outlined in d) i) shall be conditional on no enhancement being made to the OCEW or Unifor Benefit Plans over the term of the agreement equivalent to an annual increase of greater than 1% of total benefits costs as defined in a) ii) or any reductions to existing premium share or the introduction of a premium holiday. For clarity, the total value of all plan enhancements or premium holidays made up to August 31, 2022, shall not exceed 1% of the annual OCEW or Unifor Benefits Plan costs for the year in which the enhancement is made. The OECTA ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases, at the OCEW or Unifor's Benefit plan expense, should any of the sponsoring parties request it. For clarity, changing the enrollment from closed to an open enrollment, without expanding eligibility to new groups of employees or a merger or harmonization of the OCEW and Unifor benefits plans, is not considered a plan enhancement.
- i. If the audited financial statements for the years ending December 31, 2020 or December 31, 2021, report net assets below 15% of the total cost of the OCEW or Unifor benefit plans, due to inflation for that year, defined in a) ii), the rate determined under b) shall be increased by 3% retroactive to the beginning of that school year in each of two years the net assets are below the threshold. This increase will only apply to the benefit plan that falls below the threshold.

### **C8.3 Cost Sharing**

- a) 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 ELHT, 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.).
- b) Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

### **C8.4 Full-Time Equivalent (FTE) and Employer Contributions**

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H - staffing schedule by Employee/Bargaining group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the board to the OECTA ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in

funding, those funds shall be remitted to or recovered from the OECTA ELHT in a lump sum on a board by board basis.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OECTA ELHT, the dispute shall be resolved between the board and the local union represented by OCEW. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.

#### **C8.5 Pay 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) For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.
- c) New hires after the Participation Date who are eligible for benefits through the OECTA ELHT are not eligible for pay in lieu of benefits.

#### **C8.6 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).

#### **C8.7 Benefits Committee**

A benefits committee comprised of the employee representatives and the employer representative, including the Crown, will convene upon request to address all matters that may arise in the delivery of the OCEW benefits plan.

### **C9.00 STATUTORY LEAVES OF ABSENCE/SEB**

#### **C9.1 Family Medical Leave or Critical Illness Leave**

- i. 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.
- ii. The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- iii. 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.
- iv. Seniority and experience continue to accrue during such leave(s).

- v. 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.
- vi. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with vii. to x., 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)**

- vii. 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.
- viii. Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- ix. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- x. 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.

## **C10.00 SICK LEAVE**

### **C10.1 Sick Leave/Short Term Leave and Disability Plan – Employees (excluding casual and term employees)**

#### **a) Sick Leave Benefit Plan**

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental emergencies. Appointments shall be scheduled outside of working hours, where possible.

#### **b) Sick Leave Days**

Subject to paragraphs C10.1 d) i-v below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

#### **c) Short-Term Leave and Disability Plan (STLDP)**

Subject to paragraphs C10.1 d) i-v below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

#### **d) Eligibility and Allocation**

The allocations outlined in paragraphs C10.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C10.1 d) i-v below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C10.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. For the purpose of iii) 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.
- v. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided. Once provided, the new allocation will be reconciled as necessary, consistent with (a) (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.
- vi. Where any employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use an unused sick/short term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.
- vii. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

#### **e) WSIB & LTD**



- i. An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a 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.

**f) Short-Term Leave and Disability Plan Top-up**

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. 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 in the current year. These days can be used to top-up salary under the STLDP.
- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

**g) Sick Leave and STLDP Eligibility and Allocation for Employees in a Long-Term Assignment**

Notwithstanding the parameters outlined above, the following shall apply to an employee in a term assignment:

- i. Employees working less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
- ii. Where the length of the term 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/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

## **h) Administration**

- i. The Board may require and the employee shall provide medical confirmation of illness or injury to substantiate access to sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
- v. The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

## **i) Proof of Illness**

1. 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 required to be provided by the Employee for absences of five (5) consecutive working days or longer.
2. 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 Benefit 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.
3. 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.

## **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:**

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.

If the 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.

#### **C11.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

Where an Employee is required through direction by the Board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work, 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.

## APPENDIX A – RETIREMENT GRATUITIES

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

- a) 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.
- b) 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,
  - i. 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
  - ii. the Employee's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
- d) 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 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.
- e) For the purposes of the following Boards, 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:
  - a. Hamilton-Wentworth District School Board
  - b. Hamilton-Wentworth Catholic District School Board

## APPENDIX B – ABILITIES FORM

<b>Employee Group:</b>	<b>Requested By:</b>
<b>WSIB Claim:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>WSIB Claim Number:</b>

**To the Employee:** The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

<b>Employee Name:</b> <i>(Please print)</i>	<b>Employee Signature:</b>
<b>Job Title:</b>	<b>Telephone No:</b>
<b>Employee ID:</b>	
<b>Employee Address:</b>	<b>Work Location:</b>

**Employee's Consent:** I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

1. Health Care Professional: The following information should be completed by the Health Care Professional												
First Day of Absence: _____	General Nature of Illness <i>(please do not include diagnosis)</i> : _____											
Date of Assessment: dd      mm      yyyy												
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.												
PHYSICAL (if applicable)												
<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other <i>(please specify)</i> :	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other <i>(please specify)</i> :	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other <i>(please specify)</i> :	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other <i>(please specify)</i> :									
<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>(please 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>(please specify)</i> :	<input type="checkbox"/> <b>Use of Hand(s):</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>Left Hand</b></td> <td style="width: 50%; border: none;"><b>Right Hand</b></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Gripping</td> <td style="border: none;"><input type="checkbox"/> Gripping</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Pinching</td> <td style="border: none;"><input type="checkbox"/> Pinching</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other <i>(please specify)</i>:</td> <td style="border: none;"><input type="checkbox"/> Other <i>(please 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>(please specify)</i> :	<input type="checkbox"/> Other <i>(please 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>(please specify)</i> :	<input type="checkbox"/> Other <i>(please specify)</i> :											
<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of <i>(please specify)</i> :	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No								

**2B: COGNITIVE (please complete all that is applicable)**

<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:**

**3: Health Care Professional to complete.**

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> Fewer than 6 <input type="checkbox"/> 6 - 10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days <input type="checkbox"/> Permanently	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: <b>dd</b> <b>mm</b> <b>yyyy</b>
---	---

Is 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:  
 Patient is capable of returning to work with no restrictions.

Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Should the absence continue, updated medical information may be requested after the date of the follow up appointment indicated in section 4.**

4: Recommended date of next appointment to review Abilities and/or Restrictions:                                      **dd**    **mm**    **yyyy**

<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>	
<b>Date:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Signature:</b>	

## LETTER OF AGREEMENT #1

### BETWEEN

**The Ontario Council of Educational Workers**

(Hereinafter 'OCEW')

### AND

**The Council of Trustees Associations**

(Hereinafter The 'CTA')

**RE: Job Security**

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/CYWs
  - b) ECEs/ DECEs
  - c) Office/Clerical
  - d) Custodians/Cleaners
  - e) Maintenance/ Construction Trades
  - f) Instructors
  - g) Professionals (including Speech Pathologists)
  - h) Information Technology Staff
  - i) Library Technicians
  - j) Central Administration
  - k) Media Specialists
6. Any and all existing local collective agreement job security provisions remain.
7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
8. This Letter of Understanding expires on August 30, 2022.



**LETTER OF AGREEMENT #2**  
**BETWEEN**  
**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')  
**AND**  
**The Council of Trustees Associations**  
(Hereinafter The 'CTA')

**RE: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent Employees for the 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 two (2) Professional Activity days in each of the 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.

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. 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:

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;  
The government/employer will be obligated to match these contributions;  
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

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 Agreement expires on August 30, 2022.

**LETTER OF AGREEMENT #3**

**BETWEEN**

**The Ontario Council of Educational Workers**

(Hereinafter 'OCEW')

**AND**

**The Council of Trustees Associations**

(Hereinafter The 'CTA')

**AND**

**The Crown**

**RE: Professional Activity Day**

The parties confirm that there will continue to be seven (7) PA Days during the term of this collective agreement. There will be no loss of pay for OCEW members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. OCEW members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

Casual employees who are directed to attend training on PA Days will be compensated in accordance with current local collective agreement provisions.

**LETTER OF AGREEMENT #4**

**BETWEEN**

**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')

**AND**

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

**RE: Sick Leave**

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

- a. Responsibility for payment for medical documents.
- b. Sick leave deduction for absences of partial days.

The parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

**LETTER OF AGREEMENT #5**

**BETWEEN**

**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')

**AND**

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

**AND**

**The Crown**

**RE: Half-Day Violence Prevention Training**

A half-day of training on violence prevention paid at the employee's usual rate will occur during the 2020-2021 and 2021-2022 school years. The training will occur on a Professional Activity Day prior to December 31 of each year.

Training topics may include:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

Consultation between the school board and the local union will occur regarding the half-day training on violence prevention.

This letter will not limit a school board from providing additional violence prevention training if it chooses to do so.

**LETTER OF AGREEMENT #6**

**BETWEEN**

**The Ontario Council of Educational Workers**

(Hereinafter 'OCEW')

**AND**

**The Council of Trustees Associations**

(Hereinafter The 'CTA')

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents**

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OCEW local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #5 (Half-Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half-Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the OCEW Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7**

**BETWEEN**

**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')

**AND**

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

**RE: Employment Insurance (E.I.) Rebate**

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo until August 31, 2022.

**LETTER OF AGREEMENT #8**

**BETWEEN**

**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')

**AND**

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

**RE: Professional Development**

The parties acknowledge the important skills and expertise that Educational 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 covered by this collective agreement, local School Boards shall consult with local Union representatives prior to finalizing and delivering the funded professional development.

**LETTER OF AGREEMENT #9**

**BETWEEN**

**The Ontario Council of Educational Workers**

(Hereinafter 'OCEW')

**AND**

**The Council of Trustees Associations**

(Hereinafter The 'CTA')

**AND**

**The Crown**

**RE: Children's Mental Health, Special Needs and Other 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 Schools 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 OCEW members, nor diminish their hours of work.



## LETTER OF AGREEMENT #10

### BETWEEN

**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')

### AND

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

#### **RE: Status Quo Central Items**

The parties agree that the following central issues have been addressed at the Central Table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

#### Issues:

1. Long-Term Disability
2. Hours of Work, excluding scheduling
3. Work Week, excluding scheduling
4. Work Year, excluding scheduling (other than those contained herein)
5. Preparation and planning for all staff whose core duties are directly related to student/learner instruction
6. Staffing levels
7. Paid Vacation and Holidays including Statutory Holiday
8. Weekly Indemnity
9. Paid Education Leave
10. WSIB Top up
11. Technical Training Fund
12. Long Service Pay
13. OMERS
14. Allowances/Premiums, except for increases which are dealt with elsewhere in the central agreement
15. Supply Custodian Language
16. Women's Advocacy Training
17. Licencing
18. Bereavement Leave
19. Compassionate Leave
20. Personal Days
21. Deferred Salary Leave Plan
22. Job Security
23. Employee Assistance Plan
24. Sick Leave to establish E.I. Maternity Benefits

## LETTER OF AGREEMENT #11

**BETWEEN**  
**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')  
**AND**  
**The Council of Trustees Associations**  
(Hereinafter The 'CTA')  
**AND**  
**The Crown**

**RE: Ministry Initiatives**

OCEW Members will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

## **LETTER OF AGREEMENT #12**

### **BETWEEN**

**The Ontario Council of Educational Workers**

(Hereinafter 'OCEW')

### **AND**

**The Council of Trustees Associations**

(Hereinafter The 'CTA')

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

The parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, and any further amendments to the Terms of Reference as may be agreed to from time to time.

Within thirty (30) days following the date of ratification of the central terms, the Parties and the Crown will jointly recommend to the Provincial Working Group - Health and Safety that the issue of workplace violence, including sexual violence (as defined in the Occupational Health and Safety Act, as amended) be added to the Working Group's agenda at the first available opportunity. Jointly recommended topics for discussion will include:

- the provision of information and training on the use of the school board's online reporting tool to report an incident of workplace violence
- conducting a risk assessment following an incident of workplace violence
- the provision of safety-relevant information to employees related to workplace violence
- the ability to summon immediate assistance following an incident of workplace violence.
- other topics as the Parties and the Crown may jointly agree to recommend for discussion

## LETTER OF AGREEMENT #13

### BETWEEN

**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')

### AND

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

**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. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

#### **1. Pregnancy Leave Benefits**

##### Definitions

- a) "casual employee" 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
- b) "term assignment" means, in relation to an employee,
  - i. a term assignment within the meaning of the local collective agreement, or
  - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

##### Common Central Provisions

- a) Permanent employees and employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An Employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) The Employee must provide the Board with proof that 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.

- d) Permanent employees and employees in term assignments 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.
- e) 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.
- f) Permanent employees and employees in term assignments 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.
- g) Employees in term assignments 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, whichever is less.
- h) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- k) Casual employees have no entitlement to the benefits outlined in this article.

Local Bargaining Units will identify which of the SEB Plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). the full article should then reside in Part B of the collective agreement:

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An Employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional 11 weeks at 90%.

## **2. Statutory/Public Holidays**

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

### **3. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits**

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave in the 2019-2022 collective agreement. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2019-22 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the Employee received WSIB top-up prior to September 1, 2012.

For Boards who did not have WSIB top-up prior to the MOU, status quo to be determined. Provisions related to this article remain status quo in accordance with terms and conditions with collective agreements from August 31<sup>st</sup>, 2014.

### **4. 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 further clarity, any leave of absence in the 2008-2012 local collective agreement and including modifications made during local bargaining if any, 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 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 or modifications made during local bargaining if any that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2019-22 collective agreement.

Provisions with regard to short term paid leaves 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.

### **5. 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 A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

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. An Employee is 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: ”*[insert current Retirement Gratuity language from local collective agreement]*

**6. 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 AGREEMENT #14

### BETWEEN

**The Ontario Council of Educational Workers**  
(Hereinafter 'OCEW')

### AND

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

**RE: ELHT Benefit Matters**

#### **1. Repurposing of the Education Worker Protection Fund (EWPF)**

Funding that would have been made available for the purpose of creating an Education Worker Protection Fund shall be provided as additional funding for the OCEW employee benefit plan(s) provided through the Ontario English Catholic Teachers' Association (OECTA) Employee Life and Health Trust (ELHT) as per collective agreement article C8.0 Funding c) and d).

#### **2. OCEW and UNIFOR Benefit Plans Committee**

Whereas the current structure of the OCEW Employee Life and Health Trust includes both a Unifor Benefits Plan and an OCEW Benefits Plan, the Parties agree to establish a committee comprised of employee representatives from OCEW, employee representatives from Unifor, employer representatives, Crown representatives, representatives from the Employee Life and Health Trust (OECTA ELHT) and its third-party administrator to discuss matters relating to the delivery of the benefit plans through the OECTA ELHT.

The committee will also explore the creation of a single benefit plan for all OCEW represented employees. As part of this work, the committee will identify, investigate, and discuss the following:

- The differences between the current OCEW and Unifor Benefit Plans.
- Considerations of joining the OCEW and Unifor Benefits Plans.
- Pathways to transitioning to a single Benefits Plan.

The work of the committee will be shared with all parties prior to the next round of bargaining.

Should all of the members of the committee agree to a single OCEW Benefits Plan, it shall be established on or before the expiration of this collective agreement.

#### **3. Retirees**



The Parties and the Crown agree to meet for the purpose of transitioning retirees currently in board-run benefits plans into segregated plan(s) administered by the OECTA ELHT, based on the following:

- i. Basic plan design is the active member plan design
- ii. School boards can request alterations to the plan design to meet their specific needs (limited to survivor coverage for health and dental benefits, out of country coverage, hearing aids, physiotherapy, and private duty nursing) subject to the coverage being available by the carrier. It is not the intent of the parties to enhance the benefits coverage of the retirees. For example, life insurance is not to exceed the existing level of coverage.
- iii. Boards can opt out of the ELHT plan for retirees. It is understood that such opt out is irrevocable.
- iv. The plan administrator will advise each school board of the per member premium cost on an annual basis.
- v. Any annual plan deficit shall be captured in the premiums charged to school boards and retirees in the subsequent benefit year.
- vi. Any terminal deficit is the responsibility of all school boards who had members in the plan, based on a formula that includes the school board's time in the plan and retiree enrolment.
- vii. School boards maintain any liability resulting from any issues arising as a result of members being transferred to the ELHT benefits plan for retirees. For clarity, once the transition is completed, the school board is not liable for any subsequent decisions by the Trust.
- viii. Any school board wanting to move its retirees into a plan administered by the ELHT shall sign a participation agreement.

The Parties and the Crown shall meet within sixty (60) days of ratification of central terms to discuss the transfer of retirees to the trust as described above and timelines for the transition.

If by August 31, 2020 the Parties and the Crown are unable to resolve all disputes concerning the transfer of retirees to the trust as described above and the timelines for transition, the Parties and the Crown (as participant) agree to refer the matter to arbitration with a mutually agreed upon arbitrator. The arbitrator shall determine any outstanding disputes based on the terms of this Memorandum of Understanding. The Parties agree that any arbitration on outstanding disputes shall be scheduled expeditiously.

The Parties and the Crown agree that the timelines in this retiree section may be changed based on mutual agreement.

#### **4. Surplus/Reserves**

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

- A. For policies where employee groups were tracked separately:
  - i. The share of the total eligible and available surplus to be transferred to the OECTA ELHT - OCEW and Unifor separate accounts is the total OCEW and Unifor eligible and available surpluses multiplied by an amount equal to OCEW and Unifor represented employees' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.
  
- B. For policies where multiple employee groups were pooled together:
  - i. The total eligible and available surpluses will be allocated to each employee group based on the total paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
  - ii. The share of the total eligible and available surplus to be transferred to the OECTA ELHT - OCEW and Unifor separate accounts is the total OCEW and Unifor eligible and available surpluses (calculated in B.i above) multiplied by an amount equal to OCEW and Unifor represented employees' pro rata share of employee premiums based on the employees' premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.
  
- C. For policies where employee groups were tracked separately and pooled together:
  - i. Separately tracked surpluses are to be subtracted from the total eligible and available surpluses. The share of the separately tracked surpluses is to be transferred to the OECTA ELHT – OCEW and Unifor separate accounts as per the process described in section A above.
  - ii. The remaining eligible and available surpluses are then distributed based on the process described in section B above.

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

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

School boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the school board.

The school boards will not make any withdrawal, of any monies, from any health care benefit plan reserve, surplus and/or deposit until direction by the ministry on the distribution of surpluses/reserves to the OECTA ELHT - OCEW and Unifor separate accounts is provided to school boards.

Upon receipt by the OECTA ELHT – OCEW and Unifor separate accounts of all surplus amounts indicated in sections A, B, and C of this Memorandum of Understanding, OCEW agrees to withdraw all central and local grievances related to eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans.

# HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

## LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Ontario Council of Educational Workers  
(hereinafter called 'OCEW')

### **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 contemplated by this Letter of Agreement (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The OCEW shall request inclusion into an education sector Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should OCEW fail to reach agreement, consistent with the parameters contained herein, by February 29, 2016, the parties to this LOA will meet to consider other education sector Trust options in the Province of Ontario.

The parties to this LOA agree to comply with the Trust's requirements. If the Trust agrees to accept the request for inclusion, the provisions of the agreement between OCEW and the Trust shall be reflected in the participation agreement.

The provisions contained herein shall be applicable to OCEW within the Trust.

The Participation Date for OCEW shall be no earlier than September 1, 2016 and no later than August 31, 2017 and may vary by Board.

The parties agree that there are a number of governance options, of which one governance option is set out in 1.0.0 below.

### **1.0.0 GOVERNANCE**

OCEW shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to develop a governance structure that may include the following:

- e) the addition of a non-voting trustee to be appointed by the OCEW to the Board of Trustees or an alternative representation option available pursuant to the terms of the Trust
- f) the creation of an OCEW subcommittee of the Trust with the following responsibilities pertaining to the OCEW division:
  - e) Plan design and amendments,

- f) Use of surpluses,
- g) Necessary actions or decisions required during a period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period,
- h) Any matter related to copay arrangements, and
- i) Any other matters as appropriate.

The sub-committee decisions must comply with the requirements of the Trust and be approved by the Trust.

## **2.0.0 ELIGIBILITY and COVERAGE**

2.1.0 The following OCEW represented Employees are eligible to receive benefits through the Trust:

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits provided by the Board in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 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.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 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. Other Employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the 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.

## **3.0.0 FUNDING**

### **3.1.0 Start-Up Costs**

3.1.1 The Government of Ontario will provide:

- d) 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 or before September 1, 2016.
- e) A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$615,000), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (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. The aforementioned statements are to be provided to the Ministry of Education.

3.1.3 The Crown shall pay \$300,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the Central Agreement and shall pay a further \$300,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s.

3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OCEW subject to the province's transfer payment and accountability requirements.

### **3.2.0 On-Going Funding**

3.2.1 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 Board.

3.2.2 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.

3.2.3 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.

3.2.4 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.

3.2.5 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:

- b) If available, the paid premiums or contributions or claims costs of each group; or
- c) 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.

3.2.6 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.

3.2.7 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.

3.2.8 OCEW shall retain rights to their data.

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

- 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.
- 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;

e) "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, 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.

f) For purposes of i) 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 and excludes those described in 3.2.9(r).

- All amounts determined in this Article 3 shall be subject to a due diligence review by OCEW. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by OCEW. If any amount cannot be agreed between OCEW 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 OCEW or the Council of Trustee Associations (CTA)/ Crown 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 OCEW or the CTA/Crown 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 3.2.9, OCEW or the CTA/Crown 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.

- On the participation date, for defined benefit plans, the Boards will contribute to the Trust the amount determined in s. 3.2.9 (b) plus 4% for 2015-16 and 4% for 2016-17.
- 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.
- An amount of \$300 per FTE, in addition to 3.2.9 (d) and 3.2.9 (e) will be added to the base funding in 2016-17.
- With respect to 3.2.9 (d) and 3.2.9 (e) 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.

- The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long-Term Disability Plan 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.).
- The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year.
- Funding previously paid under 3.2.9 (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.
- 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 OCEW.
- 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. 3.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- 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.
- The Boards shall deduct premiums as and when required by the Trustees of the 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 ELHT with supporting documentation as required by the Trustees.
- Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 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.
- Some OCEW 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.
- With respect to Casual and Temporary Employees, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for casual and temporary employees the affected Boards will find a similar plan that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.



#### **4.0.0 TRANSITION COMMITTEE**

4.1.0 Subject to the approval of ELHT, OCEW may have representation on the ELHT transition committee regarding all matters that may arise in the provision of benefits for Employees represented by OCEW.

#### **5.0.0 PAYMENTS**

5.1.0 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 OCEW members must be provided to the Trust in accordance with the Letter of Agreement.

#### **6.0.0 ENROLMENT**

6.1.0 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.

6.2.0 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.

6.3.0 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.

6.4.0 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.

6.5.0 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.

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

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

7.2.0 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.

7.3.0 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.

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

#### **8.0.0 CLAIMS SUPPORT**

8.1.0 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.

8.2.0 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.

#### **9.0.0 PRIVACY**

9.1.0 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 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 ELHT and the employer representatives:

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

# HISTORICAL UNIFOR LOCAL AGREEMENT – FOR REFERENCE ONLY

## LETTER OF AGREEMENT (LOA)

Between

**UNIFOR**  
(hereinafter "UNIFOR")

– And –

**AVON MAITLAND DISTRICT SCHOOL BOARD  
THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD  
WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD  
WATERLOO CATHOLIC DISTRICT SCHOOL BOARD**  
(hereinafter the "School Boards")

collectively the "Parties"

The parties agree that once all employees to whom this Letter of Agreement applies becomes covered by the Employee Life and Health Trust (ELHT) as contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreements shall no longer be of any effect in those local collective agreements between UNIFOR and the School Boards to the extent there is any conflict with this Letter of Agreement.

UNIFOR and the School Boards mutually agree to transfer school board benefit plans for UNIFOR represented employees to an existing Education Sector ELHT. The ELHT was established to provide benefits to unionized workers who are employed by Ontario school boards, in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). The School Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and the Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements").

It is intended that all UNIFOR represented employees of the School Boards will participate in the OECTA Employee Life and Health Trust (hereinafter, the "Trust") no later than June 1, 2018. The School Boards' participation in the OECTA Employee Life and Health Trust shall be confirmed in a Participation Agreement and the date on which School Boards commence participation in the Trust shall be referred to herein as the "participation date".

The parties to this LOA agree to comply with the provisions set out in this agreement and the Trust's requirements set out in the OECTA Employee Life and Health Trust Agreement. The terms and conditions pertaining to funding, eligibility, coverage and other matters concerning benefits for employees of any Board(s) transportation consortia will be addressed through a separate participation agreement between the consortia, School Board(s) and the Trust.

The parties have asked that the Crown, the Ontario Catholic School Trustees' Association (OCSTA), and the Ontario Public School Boards' Association (OPSBA) sign below to indicate their acknowledgement of, and non-objection to, this agreement.

## **Part A: Ongoing Funding**

### **1. Calculation of 2016-17 Funding Amount**

- (a) The following shall be the basis for all funding (See Appendix A):
- (i) "Total Cost" means the total annual cost of benefits (not including retirees and daily occasional staff) and related costs including but not limited to claims, administration expenses, risk or profit charges, pool charges, insurance premiums, consulting and advisory fees and all other costs and taxes (RST/HST, plus premium tax amounts) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
  - (ii) "Total FTE" means the total FTE consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits. The Board's total FTE shall include all job classifications that are eligible for benefits.
  - (iii) The figures as referenced in paragraph 1a(i) and 1a(ii) have been subject to specified audit procedures that were completed by the Boards external auditors and provided to the Ministry of Education. Based on the figures, the Total Cost in 1(a)(i) equals \$2,845,094 and Total FTE in 1(a)(ii) equals 639.5.
- (b) The Total Cost defined in 1(a)(i) divided by the Total FTE defined in 1(a)(ii) will form the base annual funding amount per FTE for the Trust.
- (c) On the Participation date, the School Boards will contribute an inflationary amount of 4% for 2015-16 and 4% for 2016-17;
- (d) On the Participation date, the Crown will contribute an additional \$300 per FTE.
- (e) For clarity the annual base employer contribution funding per FTE for UNIFOR represented employees inclusive of 1(a) through 1(d) for 2016-17 is \$5,112.

2. **Employer Contributions between September 1, 2017 to August 31, 2018:**  
Effective September 1, 2017, an inflationary increase of 4% shall be applied to the Employer Contributions made by the School Board on amounts payable after the Participation Date.
3. **Employer Contributions between September 1, 2018 and August 31, 2019:**  
Effective September 1, 2018 an inflationary increase shall be applied to the Employer Contributions made by the School Board of 4%.
4. The inflationary increases in 2 and 3 will result in a funding amount of \$5,316.48 per FTE effective September 1, 2017 and \$5,529.14 per FTE effective September 1, 2018. There will be a reconciliation process based on the financial results for the year ending on December 31, 2019 equal to the lesser of the total cost of the plan per FTE

and \$5,529.14 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2019.

5. Employer Contributions will be made in accordance with the Trust Agreement:
  - (a) The FTE used to determine the Board's benefits contribution will be based on the average of the Board's FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year.
  - (b) Amounts previously paid 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.
6. In the case of a dispute regarding the FTE count where the applicable benefits package is being provided, the dispute will be resolved between the Board and UNIFOR. If no resolution to the issue can be achieved, it shall be subject to the applicable dispute resolution process of that collective agreement.
7. In addition to the contributions provided by the Boards noted above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employee's pay and as specified by the Trust. For greater certainty, it is agreed that any employee co-share obligation to contribute towards benefit premiums contained in any collective agreement will cease to exist on the Participation Date.
8. The Boards will receive such information as needed from the Trust to perform their administrative duties required to support the Trust in a timely and successful manner. The Boards shall provide the Trust such Human Resource Information System (HRIS) information as necessary on a monthly basis in a timely and successful manner.
9. The Boards will remit an amount equal to 1/12<sup>th</sup> of the Total Cost per FTE and the employee's share of benefit premiums if any as deducted from the employee's pay to the Trust on the first day of each calendar month thereafter.
10. All parties to this Agreement consent to the incorporation by reference of Section 1 Principles; Section 8 Enrolment; Section 9 Errors and Omissions; Section 10 Claims Support and Section 11 Privacy of the Letter of Agreement #5 between the Ontario Catholic School Trustees' Association; the Ontario English Catholic Teachers' Association, and the Crown.
11. The transition of benefits to the ELHT in this LOA is conditional upon a future amendment to the Grants for Student Needs funding regulation such that the funding amount provided for UNIFOR members would be provided to the Trust in accordance with the Letter of Agreement and the Trust Agreement.

**One Time Funding:**

12. The Government of Ontario has indicated that it will provide a one-time contribution in respect of employees represented by UNIFOR to the Trust equal to 15% of Total Cost benefit costs defined in Part A-1(a)(i) to establish a Claims Fluctuation Reserve ("CFR") of \$578,928 and an additional CFR contribution to the trust in an amount of \$64,325 for the purposes of covering the trust's tax liability for the CFR payment and is not "net of tax". The parties agree that the Crown shall have no further liability with respect to the tax treatment of the contributions to the CFR described in this section. The CFR amount shall be paid to the Trust within 30 days of a signed participation

agreement. For clarity this amount is \$643,253. The transition of benefits to the ELHT in this LOA is conditional upon the Government's commitment being met, as set out in this section.

### **Part B: Eligibility and Coverage**

13. The following UNIFOR represented employees are eligible to receive benefits through the Trust:
  - (a) Employees who are covered by a Unifor Local Collective Agreement and currently eligible for benefits provided by the Board under the provisions of such collective agreements; and
  - (b) Retirees who were, and still are, members of the School Board's retiree benefit plan at August 31, 2013 based on prior arrangements made with the Board.
  - (c) 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.
  - (d) With the exception of employees in the Windsor Essex Catholic District School Board that are covered by the November 17, 2016 Minutes of Settlement, no individuals who retire after the UNIFOR Participation Date are eligible to receive benefits from the Trust or from the School Boards.
14. Notwithstanding sections 10 and 12 of this agreement, the post-retirement benefits (PRBs) for Windsor Essex Catholic District School Board's UNIFOR employees and retirees will be administered in accordance with the Minutes of Settlement signed by UNIFOR and the Crown on November 17, 2016 ("Minutes of Settlement") and nothing contained in this Letter of Understanding shall be construed as altering the fundamental obligations assumed by any party to those Minutes of Settlement.
15. Premiums for retirees shall be based on sharing arrangements with the school board that existed as of August 31, 2013. Employer and retiree co-shares will remain status quo per local collective agreements in place as of August 31, 2013 or per existing benefit plan provisions.
  - (a) Retirees who became members of a School 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, with the exception of the Windsor Essex Catholic District School Board employees and retirees entitled to receive PRBs under the Minutes of Settlement.
16. 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. Other employee benefit programs may be considered for inclusion, but only if negotiated in any future central collective agreements between

#### **Unifor and the School Boards.**

17. 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.)

#### **Part D: Governance**

18. UNIFOR shall be a separate division within the OECTA Employee Life and Health Trust and accounted for separately. Copies of the audited financial statements and the actuarial evaluation reports, including projections prepared for the Trust for a period of not less than 3 years into the future, and also including any related divisional reporting for the Unifor account will be shared with Unifor.
19. The trust will operate a benefit plan for UNIFOR subject to the funding policy which will include necessary actions or decisions required during a period in which the claims fluctuation reserve is at a minimum, less than 8.3% of annual expenses over a projected three year period.
20. Subject to the approval of the trustees of the OECTA Employee Life and Health Trust, UNIFOR may provide recommendations to the Trust on matters that directly affect the UNIFOR members benefit plan, including the following:
  - i. Plan design and amendments,
  - ii. Use of surpluses,
  - iii. Any matter related to employee contributions, and
  - iv. Any other matters as appropriate.

#### **Part E: Benefit Plan Surpluses/Deficits**

21. 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 amount will be transferred to the UNIFOR separate account as soon as reasonably and feasibly possible following receipt of the interim or terminal financial accounting statements provided by the insurance carrier and in accordance with the following provisions:
22.
  - a) All Boards' 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.
  - b) 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.
  - c) Upon release of each Boards' 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.

- d) Prior to transitioning to the Trust, the parties shall determine whether the group transitioning has an eligible and available employer/employee deficit/surplus under the financial arrangements within their existing group insurance policies. For policies where the experience of multiple groups has been combined, the existing surplus will be allocated to each group based on the following:
- (i) If available, the paid premiums or contributions or claims costs of each group; or
  - (ii) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of FTE positions covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving or terminating 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.

23. Where applicable, a Board with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of the Board.
24. A Board will not make any withdrawal, of any monies, from any reserves, surpluses and/or deposits under any health care benefit plan maintained for UNIFOR represented employees nor decrease its benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until the UNIFOR Participants of the Board commence participation in the Trust.

This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, and all such respective counterparts shall together constitute one and the same instrument.

Signed on this 23<sup>rd</sup> day of the May ~~April~~, 2018

UNIFOR

  
For Unifor Local 2458

  
For Unifor Local 229

  
For Unifor Local 302

For Unifor Local \_\_\_\_\_

SCHOOL BOARD

\_\_\_\_\_  
For Avon Maitland DSB

\_\_\_\_\_  
For Thunder Bay Catholic DSB

\_\_\_\_\_  
For Windsor Essex Catholic DSB

\_\_\_\_\_  
For Waterloo Catholic DSB

\_\_\_\_\_

## SCHEDULE A

### SCHEDULE A Costing Information

	New Data - Active Employees (Excludes Daily Occasionals & Those Not Transferring to Trust)							
	Total Costs Active Employees	Employer Costs	Employee Chargebacks	Employee Premium Cost	FTE	Employer Cost per FTE	Employee Cost per FTE	
Avon Maitland DSB	\$ 408,717	\$ 355,849	\$ 12,485	\$ 40,382	103.6	\$ 3,435	\$ 390	
Thunder Bay Catholic DSB	\$ 291,987	\$ 264,768	\$ 4,229	\$ 22,990	66.1	\$ 4,006	\$ 348	
Windsor-Essex Catholic DSB	\$ 1,404,288	\$ 1,393,393	\$ 5,569	\$ 5,327	297.4	\$ 4,685	\$ 18	
Waterloo Catholic DSB	\$ 766,031	\$ 682,422	\$ 3,646	\$ 79,964	172.4	\$ 3,959	\$ 464	
<b>TOTAL</b>	<b>\$ 2,871,023</b>	<b>\$ 2,696,431</b>	<b>\$ 25,929</b>	<b>\$ 148,663</b>	<b>639.46</b>	<b>\$ 4,217</b>	<b>\$ 232</b>	
4% (15-16)						\$ 4,385	242	
4% (16-17)						\$ 4,561	251	
+\$300 (16-17)						\$ 4,861		
							5,112	
<b>TOTAL FUNDING (BASED ON 14-15 FTE)</b>						\$	3,269,092	
<b>CFR</b>						\$	578,928	

## **PART B: LOCAL TERMS**

### **ARTICLE 1 - SCOPE & RECOGNITION**

- 1.1 The general purpose of this Agreement is to establish and maintain the collective bargaining relations between the Employer and its Employees represented by the Union and to establish and maintain matters covering working conditions and rates of pay and to provide procedures for the prompt and equitable disposition of grievances. This Agreement constitutes the entirety of the agreement between the parties.
- 1.2 "Employer" means the York Region District School Board.
- 1.3 "Union" means the Ontario Public Service Employees Union, Local 514.
- 1.4 "Employee" means an Employee of the Employer included in the bargaining unit defined in Article 1.05.
- 1.5 The bargaining unit of OPSEU Local 514 is defined exclusively as all instructors employed by the employer in the Language Instruction for Newcomers to Canada (LINC), the Adult non-credit English as Second Language (ESL) and the Citizenship Instruction programs, save and except supervisors, persons above the rank of supervisor, and persons covered by subsisting collective agreements in the Regional Municipality of York.
- 1.6 The following position titles will be included in this agreement:  
  
ESL Instructor - Day  
LINC Instructor - Day  
Citizenship Instruction - Day  
  
ESL Instructor - Evenings and Weekends  
Citizenship Instruction - Evening and Weekends  
  
ESL Instructor - Summer  
Citizenship Instruction - Summer

### **ARTICLE 2 - DEFINITIONS**

- 2.1 "Full-time Employee" means an instructor who is regularly scheduled to work fifteen (15) hours or more per week during the academic year in an ESL/LINC/Citizenship Instruction class (September through June.) This would exclude supply instructors.
- 2.2 "Part-time" Employee means an Instructor who is regularly scheduled to work less than fifteen (15) hours per week during the academic year in an ESL/LINC/Citizenship Instruction class (September through June.) This would exclude supply instructors.

- 2.3 "Supply" Employee means an Instructor who shall work only when called in by the Employer, or a representative of the Employer, at the discretion of the Employer. Supply Employees shall only be the subject to the Articles listed in Appendix 1 - Supply Employees.
- 2.4 "Long Term Supply Instructor" shall be defined as a Supply Instructor who fills a vacancy due to the temporary prescheduled absence of a permanent instructor that is expected to be in excess of thirty (30) consecutive days of the absent instructor's instructional days. The temporary vacancy will be filled in line with the Employer's process for assigning Supply Instructors.
- The term "Long Term Supply Instructor" is understood to reference:
- a) A Daily Supply Instructor in a Long Term Supply Assignment; and
  - b) A Long Term Supply Instructor in the Long Term Supply Pool.
- Long Term Supply Instructors shall only be subject to the Articles listed in Appendix 1 Supply Employees.
- 2.5 "Supervisor" or "Immediate Supervisor", when used in this Collective Agreement, shall refer to the first supervisory level excluded from the bargaining unit as identified by the Board.
- 2.6 "Position" shall refer to any permanent ESL/LINC/Citizenship instruction class assignment covered by this collective agreement (e.g. Morning, afternoon, evening, weekend, summer or all day.)
- 2.7 "Vacancy" is a new or existing complement position to which no permanent instructor has been assigned.
- 2.8 Within the terms of this agreement "instructional day" shall be defined as a day that the employer's operations are open and includes any day of the week Monday to Sunday, Statutory Holidays excluded.
- 2.9 "Summer School" shall refer to a class assignment that is held during the month(s) after the conclusion of the second semester that is separate and distinct from classes held during the regular school year and shall have a clearly defined start and end date.

### **ARTICLE 3 - NO STRIKES OR LOCKOUTS**

- 3.1 There shall be no strike or lockout during the term of this Collective Agreement or of any renewal of this Collective Agreement. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.1 The Employer and the Union agree that there shall be no discrimination 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.
- 4.2 The Employer agrees to maintain the Respectful Workplace and Learning Environment Policy, (Board Policy/Procedure 240.0 Respectful Workplace and Learning Environment).

#### **ARTICLE 5 - HEALTH AND SAFETY**

- 5.1 The Health and Safety of its Employees and Students is a matter of paramount importance to the Employer. In recognition of that fact, and consistent with the *Occupational Health and Safety Act*, the Employer shall take all reasonable precautions to protect the health and safety of its Employees and Students

#### **ARTICLE 6 - RESERVATION OF EMPLOYER'S RIGHTS**

- 6.1 The Union recognizes that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency and, to make, alter, and enforce regulations, policies, procedures and practices to be observed by its employees, including the obligation to participate in medical testing.
  - b) Operate and manage its business, direct the working forces, including the right to select, hire, discipline and discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, and suspend employees.
  - c) Plan, direct and control the operations of the workplace, and without restricting the generality of the foregoing, to introduce new methods, facilities, and equipment; to determine the number of employees to be employed, the work schedules, and the location of all facilities and equipment.
  - d) It is understood and agreed that all residual rights remain the exclusive purview of the Employer.
  - e) Unless otherwise provided for in this collective agreement, the Employer shall not discipline or discharge an employee without just cause

## **ARTICLE 7 - UNION DUES**

- 7.1 The employer shall deduct from each employee's pay period an amount equivalent to such union dues as may be designated by the union from time to time. In addition, the employer shall deduct union dues from any retroactive wage payments. The employer agrees that it will remit the total amount of such deduction to the address specified by the union, not later than the fifteenth (15<sup>th</sup>) day of each month following the month the deductions were made. The remittance shall be accompanied by a list of names of employees for whom deductions have been made.
- 7.2 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 7.3 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.
- 7.4 The Board will provide to the Union President, by October 15 for first semester and by February 28 for second semester, an electronic report which may include the following fields:

Employee ID Number  
Employee Name  
Address  
Phone Number  
Hire Date/Seniority Date  
Work Location  
Position

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.1 At all negotiation meetings for the renewal of this Agreement, the Union may be represented by a Negotiating Committee composed of up to three (3) members of the Bargaining Unit.
- 8.2 The Union shall notify the Employer, in writing, as to the members of its Union Executive, Negotiating Committee, or other Committees, and Stewards as applicable. The parties agree that such individuals will be active employees of the employer.
- 8.3 Members of the Bargaining Committee who attend negotiation meetings with the Employer shall be entitled to receive their appropriate daily salary (or portion thereof) for each day (or portion thereof) spent attending such meetings. A maximum of three (3) members of the Union under this Article shall also be granted up to three (3) days' time off without pay but with no loss of credits to attend Union bargaining team caucus session held prior to such negotiations, conciliation or mediation related to bargaining. The employer shall invoice OPSEU directly for reimbursement of wages.

8.4 The Employer recognizes the right of the Union to appoint up to six (6) members of the Bargaining Unit as Stewards. These stewards will reflect the operational structure of the York Region District School Board Adult Non-Credit ESL, LINC and Citizenship instruction programmes.

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.

8.5 An employee who is required to attend a meeting for the purpose of discussing a matter which may, in the belief of the Employer, result in disciplinary action being taken against the employee shall be made aware of the nature of the meeting and the employee's right to union representation in advance of the meeting.

8.6 Upon written request by the Union given not less than ten (10) calendar days in advance to the Employer, the Employer will grant leave of absence without pay, but without loss of seniority to the employees named in such request to absent themselves to attend Union conventions, conferences, educational, seminars or local business of the Local Union, limited, however, for each such event to not more than three (3) employees and to the total time off to not more than twenty (20) scheduled work days and no more than seven (7) days per employee, for the bargaining unit per Agreement year. A work day is defined as the individual attendees regularly scheduled work day. It is understood that not more than two (2) employees shall be absent from the same work location or Board office department at the same time. During such leave, the Employer shall pay to the employee their regular wages and benefits and bill the cost of such to the Union for reimbursement a minimum of twice annually. No requests shall result in any one employee having an excessive amount of time off in a school year. The absence of a Steward from their normal duties shall be subject to the operational needs of the employer. Such absence shall not be unreasonably denied.

8.7 OPSEU Provincial Position Leave

- a) When an employee is elected as the OPSEU President or Vice-President/Treasurer, the Union will, immediately following such election, advise the Employer in writing of the name of the employee so elected. An unpaid leave of absence of up to a maximum of two (2) years without loss of seniority shall be granted to the elected Employee.
- b) When an Employee is elected or appointed as an OPSEU Provincial Executive Board Member or Executive Officer, or chosen as a Membership Development Trainee, such Employee shall be granted an unpaid leave of absence up to a maximum of two (2) years without loss of seniority.
- c) Upon request by the Union, confirmed in writing, and with a minimum of ten (10) days' notice, unpaid leave of absence will be granted to elected members of Provincial Committees of the Union for the purpose of meeting and conference attendance. Such approval is subject to operational needs but will not be unreasonably denied.



## **ARTICLE 9 - EMPLOYER/EMPLOYEE RELATIONS COMMITTEE**

- 9.1 It is agreed that a joint committee will be established with up to three (3) representatives of the Union and up to three (3) representatives of the Employer.
- 9.2 The Employer/Employee Relations Committee shall meet every other month to discuss matters of concern. Meetings shall commence during the regular business hours of the Board and shall result in no loss of pay or seniority for the members in attendance up to a maximum of two (2) hours per meeting. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall alternate between a Union member and an Employer member.
- 9.3 All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto, shall pass to and from the Superintendent responsible for Human Resource Services, or designate, and the Local President.

## **ARTICLE 10-GRIEVANCE PROCESS**

### 10.1 **Procedure**

Should any difference, (hereinafter called a "grievance") arise between the Employer and an Employee as to the interpretation, application, administration or alleged violation of this Agreement, an effort to settle such grievance without undue delay shall be made. It is understood that an Employee has no grievance until the Employee has first given the employee's immediate Supervisor an opportunity to address the complaint. The following procedure shall be adhered to in processing grievances:

### 10.2 **Step 1**

The union must present the written grievance to the employee's immediate supervisor, within ten (10) instructional days after the circumstances which gave rise to the concern which came, or ought to have come, to the attention of the grievor. Either party can request that a meeting take place prior to a reply being given at Step 1. The supervisor shall respond in writing within five (5) instructional days after receipt of the grievance. Submission of and responses to grievances may be provided electronically.

### 10.3 **Step 2**

If the grievance is not resolved at Step 1 and the union wishes to move the matter forward, the union must submit a written request to the superintendent responsible, or designate. The request to move to the next step must be submitted within five (5) instructional days of receipt of the employer's written response (Step 1). The superintendent responsible, or designate, shall convene a meeting with the appropriate employer officials, the grieving employee, and the employee's steward, within fifteen (15) instructional days following the receipt of the request. A reply in writing within five (5) instructional days of the grievance meeting will be provided by the employer. Failing satisfactory resolution, the grievance may be moved to arbitration in line with Article 11.

10.4 **Group Grievances**

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, signed by each grievor. Such a grievance will only be possible where the remedy sought is identical.

10.5 **Policy Grievances**

The union may submit a policy grievance which is distinguishable from the grievance of any individual employee and which concerns the union itself and alleges a violation of this agreement. Such a grievance may be presented in writing to the superintendent responsible within ten (10) instructional days after the alleged violation of this agreement. If the grievance is not settled within ten (10) instructional days it may then be referred to arbitration under the provisions of this Collective Agreement and Article 11.

10.6 **Time Limits**

The time limits specified in Articles 10.00 through 10.05 may be extended by mutual agreement between the Parties, in writing. Where there is not mutual agreement, the timelines remain in effect and are binding.

10.7 **Definition of instructional day**

Within the terms of Articles 10 and 11, instructional day shall be defined as only week days where the employer's operations are open.

**ARTICLE 11 - ARBITRATION**

11.1 Both Parties to this Agreement agree that any grievance which has not been settled may be referred to Arbitration in accordance with the terms of this agreement.

11.2 The Party desiring arbitration must send a notice of intention to proceed to arbitration to the other party within ten (10) instructional days of a decision being issued at step 2, or in the case of a policy grievance, from the date the decision was issued. The arbitrator will be selected by mutual agreement of the parties within thirty (30) instructional days.

11.3 Each of the Parties to this Agreement will equally bear the remuneration and expenses of the Arbitrator.

11.4 The decision of the Arbitrator shall be final and binding upon the Parties.

11.5 The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement. The jurisdiction of the Arbitrator shall be strictly confined to dealing with the issue in dispute between the parties as outlined in the grievance.

## **ARTICLE 12 - DISCHARGE**

- 12.1 Should the employer deem it necessary to discharge an Employee, where possible, it shall be done in the presence of a Union Steward.
- 12.2 An Employee who claims that the Employee has been discharged without just cause may grieve such discharge at Step 2 of the grievance procedure. Such a written statement of grievance must be lodged with the superintendent responsible, or their designate, within five (5) instructional days from the discharge that is the subject of the grievance.

## **ARTICLE 13 - PROBATIONARY EMPLOYEES**

- 13.1 It is understood that no grievance shall be submitted concerning the discharge, layoff or other form of disciplinary action of a probationary employee.

## **ARTICLE 14 - SENIORITY**

- 14.1 Seniority is defined as time worked in a permanent (non-supply) position described in the recognition clause of this collective agreement. Seniority is based on date of hire with YRDSB as an Adult ESL, non-credit, LINC and/or Citizenship instruction instructor and shall be calculated based on consecutive time worked in a permanent ESL/LINC/Citizenship Instruction position. Breaks between semesters and layoff due to class closures and authorized leaves shall not be considered as breaks in continuous service for the purpose of seniority calculation subject to lay-off and recall provisions in this collective agreement.

Seniority is used exclusively for the purposes of job postings and layoffs. A new employee shall be on probation for a period not to exceed one term (five months) period and when an employee proves satisfactory the Employee shall be confirmed in their position and their name shall be placed on the seniority list and their seniority shall date back to the commencement of their probationary period as a permanent ESL/LINC or Citizenship Instruction Instructor.

The employer will maintain a seniority list showing each employee's name, job classification(s) and the date upon which the seniority commenced.

The seniority list will be revised and provided to the Union and Local President electronically annually.

Complaints about the accuracy of the seniority list will be considered within thirty (30) instructional days that the list is provided to the union and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) instructional days. Only changes made to the seniority list since the previous version will be considered. The parties agree that the seniority lists of June 27, 2013 are deemed to be accurate and any changes to subsequent lists shall be made in accordance with this Article.

If an employee is absent from work due to personal illness or authorized leave of absence, the employee shall not lose their seniority rights. However, an employee's

seniority shall be lost and their employment deemed to be terminated for any of the following reasons:

- Absence from work for three (3) consecutive working days without a valid reason,
- Absent from work without notifying supervisor

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

## **ARTICLE 15 - LEAVES**

### **15.1 Bereavement Leave**

An employee shall be granted three (3) consecutive days leave without loss of salary or wages in the event of the death of an employee's parent, spouse, sibling, or child. The above three (3) days may be split between days required for the funeral and days required for a memorial service or religious considerations.

15.2 An employee shall be granted two (2) consecutive days leave without loss of salary or wages in the event of the death of an employee's mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild or grandparent. The above two (2) days may be split between one day required for the funeral and one day required for a memorial service or religious considerations.

### **15.3 Jury Duty/Subpoena**

An Employee who is absent by reason of a summons to serve as a juror, or a subpoena as a crown witness shall be paid the difference between the normal earnings and the payment the Employee receives as a juror or a witness.

The employee will provide proof of direction to service as a juror or crown witness; attendance and the amount of pay received.

### **15.4 Leave for personal reason**

a) 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 their written application is approved by the appropriate official of the Employer and is sent to the Employer's business office at least fifteen (15) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting of any leave of absence will be confirmed in writing. An employee must have accumulated at least one (1) year of seniority in order to qualify for a leave of absence as outlined in Section (a) of this Article. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

- b) 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 their designate. An employee requesting leave under this Article shall make the request in writing to the Superintendent responsible for Human Resource Services or their designate at least thirty (30) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting of the leave of absence shall be confirmed in writing. An employee must have accumulated at least two (2) years' seniority in order to qualify for a leave of absence as outlined in Section (b) of this Article. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

An employee granted a leave under Article 15.05 shall have their position guaranteed for up to one year provided the position continues to exist. If the position doesn't exist the Employer will provide a position equal in pay and classification if a vacancy exists, subject to other terms within this agreement.

An employee on leave may retain their membership in any benefit plan to which the Employee was registered, by paying full premiums applicable under a preauthorized plan where this is within the terms of the Employer's contract with the insurer. The Employer 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. All leave requests and approvals must be in line with the employer's leave process.

#### 15.5 **Quarantine**

An Employee will be provided with an unpaid leave of absence when the Employee is quarantined or otherwise prevented by the Medical Officer of Health from attending upon their assigned duties, providing the employee is not the person that is ill. Quarantine notice must be provided to the employer.

Where it can be established to the satisfaction of the employer, that quarantine arises in and out of the course of their employment and is a direct result of exposure in the workplace, the leave will be with pay.

#### 15.6 **Pregnancy. Parental and Adoption Leave**

- a) Leave of absence for pregnancy/parental reasons shall be granted as per the *Employment Standards Act, 2000*, as amended from time to time. The employee requesting Pregnancy/Parental Leave shall advise their supervisor of their intention to take leave as soon as possible, and shall arrange for the date on which said leave shall commence.
- b) Where an Employee officially or legally adopts a child, leave of absence (Parental Leave) shall be granted as set out in the *Employment Standards Act, 2000*.

- c) Employees taking a Pregnancy/Parental Leave will continue to accumulate seniority, and at the conclusion of the leave, shall be reinstated to the position the Employee most recently held at the same site, if it exists, or to a comparable position, if it does not.
- d) Supplemental Employment Benefits: An Employee who is eligible for benefits pursuant to Article 16.01, and who is eligible to receive E.I. Pregnancy or Parental Benefits from Service Canada, and who is eligible to receive Pregnancy/Parental Leave under the *Employment Standards Act, 2000*, will receive, upon application, 100% of the Employee's full pay during the two (2) week waiting period before E.I. benefits commence. For the following three (3) weeks the Employee's E.I. benefits will be supplemented to 100% of the Employee's full pay. During this five (5) week period there will be no deduction to the Employee's sick leave account. Such payments shall not be made if the employee accessed the sick leave gratuity plan and/or the E.I. waiting period has been waived.
- e) Benefits: where an employee is eligible for benefits pursuant to Article 16.01, the Employee shall maintain benefit coverage during Pregnancy, Parental or Adoption Leave.

#### **15.7 Extension to Parental Leave**

Upon request, an extension of up to one (1) year shall be granted to any Employee who is entitled to a Pregnancy/Parental Leave. Such extension would be limited to a combined total of two (2) years for such pregnancy, parental and extension leave.

Employees granted such leaves will continue to accumulate seniority. Upon return from an extended leave, the Employee will be reinstated to the position the employee most recently held at the same site, if a vacancy exists, or to a comparable position if it does not.

#### **15.8 Paternity Leave**

Where a Seniority Employee is eligible for benefits pursuant to Article 16.01, the Board shall grant the Seniority Employee a Paternity Leave of four (4) consecutive business days with full salary and benefits. Such days shall be charged to the Employee's sick leave account, and must be taken at the time when the child comes into the custody, care and control of the Employee for the first time.

#### **15.9 The Employer shall provide leaves of absence in accordance with the requirements of the Employment Standards Act (ESA).**

**ARTICLE 16 - BENEFITS**

**16.1 Benefits**

ESL/LINC/Citizenship instructors whose regular work schedule is fifteen (15) or more hours per week are eligible for benefits. Such hours must be accumulated in the ESL/LINC/Citizenship day sessions exclusively and excludes Summer School hours.

**16.2 Sick Leave**

A full time week consists of 30.0 hours. Absences will be tracked and reported by Human Resource Services.

**16.3 O.M.E.R.S/T.P.P.**

The Board and the Employee shall make the required contributions to the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) or Teacher's Pension Plan (T.P.P) on behalf of each eligible and participating Employee, according to the terms and conditions of each Plan.

**ARTICLE 17 - VACATION PAY**

17.1 It is understood and agreed that all Employees vacation pay will be paid on a bi-weekly basis, on regular earnings in lieu of vacation as follows:

- a) Less than ten (10) years of continuous service 4%
- b) After ten (10) years of continuous service 5%

**ARTICLE 18 - PAID HOLIDAYS**

18.1 The paid holidays recognized by the Employer for Employees who qualify under the provisions of the Ontario Employment Standards Act are as follows:

- |                  |               |
|------------------|---------------|
| New Year's Day   | Family Day    |
| Good Friday      | Victoria Day  |
| Canada Day       | Labour Day    |
| Thanksgiving Day | Christmas Day |
| Boxing Day       |               |

## **ARTICLE 19 - PERSONNEL FILE**

- 19.1 An employee shall have access during normal business hours to their individual personnel file that is maintained in Human Resource Services. The employee shall have the right to copies of any material contained in such file.

The employer will place a copy of any disciplinary documents in the employee's personnel file. A copy of any such document shall be given to the employee and the Union. In accordance with employer policy, disciplinary documents will be removed three years from the date of issue provided there is no occurrence of behaviour requiring additional disciplinary action.

## **ARTICLE 20 - STAFFING AND VACANCIES**

- 20.1 Staffing for the school year terms: Positions are allocated at the beginning of each term based on seniority within the position at site. Where possible, employees will be assigned the same site and position as the previous term (summer school excluded). Where there is an increase in positions at a site, the vacancy will be posted. Where there is a decrease in the number of positions at a location, prior to commencement of term or within the first month of the term, the instructor with the least seniority at that site will be laid off.
- 20.2 Staffing changes during the term: Vacancies that arise during the term will be offered first to any instructor on layoff and then shall be filled in accordance with the employer's posting process and the provisions of the Collective Agreement.

Where there is a cancellation of a class, after one month into the term, the instructor of the cancelled class will be subject to the layoff provisions of the Collective Agreement. As early as practicably possible, the Board and the Union shall meet before any layoff is issued to discuss potential options of avoiding the layoff.

- 20.3 Job Postings: Vacancies will be posted in line with the Employer's posting process for a period of no less than four (4) days between Monday and Friday, prior to being filled permanently. The Employer will consider and may interview internal applicants to whom this Article applies prior to considering external applicants. All applications for a posted vacancy shall be made using the Employer's application process. There shall be no job postings during March Break or Christmas Break unless mutually agreed upon by the Union and the Employer.
- 20.4 Bargaining unit employees to whom this Article applies shall have priority preference to any bargaining unit positions. Seniority shall be the determining factor when in the judgement of the Employer the skills, ability and qualifications of more than one applicant for the posted position are relatively equal. If no suitable applications are received the employer reserves the right to hire.
- 20.5 When a successful candidate has been chosen for a vacancy as a result of their applying to a vacancy they are to remain in their existing position until the scheduled end of the assigned term that they currently hold.



This does not prevent employees from applying for a position during the assigned term.

This requirement can be waived with permission from the Superintendent responsible for Human Resource Services or designate. The Local President shall be notified of all requests for exceptions and of new hires and terminations.

20.6 It is understood that the employer shall have the right to fill the vacancy on a temporary basis until it has been filled on a permanent basis.

20.7 Job postings shall include the following:

- a) Position
- b) Location
- c) Qualifications
- d) Hours of work
- e) Hourly rate
- f) Specific requirements where applicable (e.g. American Sign Language)

20.8 An instructor who requires coverage during the instructional period due to an emergency shall contact the office for support. Any applicable coverage solutions shall be determined by the Board on a case by case basis, including addressing the matter during the learner break period.

## **ARTICLE 21 – SUPPLY ASSIGNMENTS**

21.1 Where there is a change in the Long Term Supply instructor filling a Long Term Supply Assignment, the remaining balance of the assignment must exceed thirty (30) consecutive instructional days of work to be considered a new long term assignment.

21.2 The Board may retroactively offer a long-term supply assignment to a Daily Supply Instructor whose consecutive days in an assignment are expected to exceed thirty (30) days.

Where it is known that the remainder of an assignment will likely be greater than thirty (30) consecutive days, the Board shall replace the Daily Supply Instructor with a Long Term Supply Instructor from the LTS Pool following the Employer's process for assigning Supply Instructors. Where no such replacement is available, the Daily Supply Instructor shall be offered the opportunity to continue for the remainder of the assignment prior to filling the vacancy with another Daily Supply Instructor.

## **ARTICLE 22 - LAYOFF**

- 22.1 Whenever, in the judgement of the employer, circumstances require the lay-off of Employees, the Employer shall endeavor to provide as much notice of the impending lay-off as may be possible. The Local President shall be copied on any correspondence sent to the Employee(s).
- 22.2 For the purpose of this Article, a lay-off shall mean a permanent reduction in the workforce and/or a temporary reduction in positions. The provisions of this Article shall not apply in cases of normal school breaks and shall only apply in cases of indefinite lay-off.

For the purposes of Article 22 - Layoff and Article 23 - Recall, a "similar time slot" is defined as:

1. evening;
2. weekend;
3. day
4. morning; or
5. afternoon slot

For the purpose of Articles 22 & 23 "suitable work" is defined as a position in a similar time slot and of comparable hours to what was held prior to layoff. "Comparable hours" is defined as an increase or decrease of hours up to two and a half (2.5) hours per week.

For the purposes of Articles 22 & 23, "travel considerations" shall mean a change in work location greater than twenty-five (25) kilometers from the location the employee is working at the time they are notified of redeployment and/or layoff.

- 22.3 Prior to the lay-off of any Employee, the Employer will first determine if there are any vacancies with "similar timeslots" for "suitable work" that exists to which the Employee will be redeployed.

Where no vacancies of "suitable work" in a "similar timeslot" exist the Employee will be offered any remaining full-time and part-time vacancies. Only where no full-time or part-time vacancies exist, the Employer will determine if there are any vacant long-term supply positions. In these cases the Employee may elect to accept such a position or will be placed on layoff. Where an Employee has accepted a long term supply position they will be subject to layoff at the completion of the assignment. Where an Employee has accepted any full-time or part-time position the Employer will have no further obligations to the Employee.

Where an Employee has declined an offer of redeployment due to "suitable work", "similar timeslots" or "travel considerations", they shall be deemed on layoff. An Employee who is laid off may elect to be automatically added to the Supply list at the time of the layoff.

- 22.4 In cases of lay-off which include Employees who have been trained in particular job functions which remain an Employer requirement, such Employees will not be laid off unless more senior members of the Union who would otherwise be laid off possess the necessary knowledge, training, qualifications, skills, ability and are willing to perform the work required.

The matter of knowledge, training, qualifications, skills and ability is a decision of the employer, which shall not be exercised in an unfair or unreasonable manner.

### **ARTICLE 23 - RECALL**

- 23.1 Employees who are laid off in accordance with Article 22.0 will be retained on the seniority list for a period equal to their length of service with the Employer at the time of lay-off but in no event to exceed eighteen (18) months. During that period, they will be subject to recall, in order of seniority, as suitable work becomes available for which they have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

A similar time slot is defined as follows:

1. evening;
2. weekend;
3. day;
4. morning; or
5. afternoon slot

For the purpose of this Article, "suitable work" is defined as a position in a similar time slot and of comparable hours to what was held prior to layoff. "Comparable hours" is defined as an increase or decrease of hours up to two and a half (2.5) hours per week.

An employee will not be required to accept recall to a time slot that directly conflicts with the Employee's existing work schedule in a position covered by this collective agreement.

- 23.2 Recall to work shall be by courier or registered mail to the last address recorded by the Employee with the Employer. It shall be the duty of the Employee to notify the Employer promptly of any change of address. Should an Employee fail to do this, the Employer shall not be responsible for failure of a notice sent by courier to reach such Employee. An Employee who is recalled to work must signify their intention to return within three (3) working days after delivery of recall and must return on the date specified in the recall notice or forfeit their right to recall.
- 23.3 Copies of all letters that have been sent by courier or registered mail will be provided to the Local President or designate.
- (a) An Employee has the right to refuse up to two (2) recalls to a position offered by the employer based on travel considerations without prejudice to the member's recall rights on the occasion of each layoff. Thereafter, if an employee refuses an offer of recall to employment of equal or greater hours, the Employer shall have no further obligation to the Employee under the Collective Agreement.

- b) If an Employee accepts an offer of recall to employment of less hours, the Employer shall have no further recall obligations to the Employee.
- c) If an Employee does not accept an offer of recall to employment of less hours, the Employee shall remain on the recall list for the period remaining under Article 23.1.
- d) If a long-term supply assignment comes available while an Employee(s) is on lay-off, the Employee(s) on lay-off may be temporarily recalled into the long term supply assignment in order of seniority prior to the assignment being filled. The Employee(s) recalled to long-term supply assignment will be subject to lay-off at the end of the assignment.
- e) Should an opportunity for recall to a permanent position arise while an Employee is in a long term supply assignment, they shall be offered the recall in line with Article 23. Movement to the permanent position will be in line with Article 20.5.
- f) For clarity, an Employee who elects to accept a long-term supply assignment and is put on lay-off at the end of the assignment, shall be eligible for the recall list for the remaining time period left of their recall period (as defined in Article 23.1) that remained when they accepted the long-term supply assignment.

#### **ARTICLE 24 - WAGES**

(See Schedule 1)

#### **ARTICLE 25 - MILEAGE**

- 25.1 If an employee is directed by the employer and agrees to operate their own vehicle when engaged in the employer's business, the Employee shall be entitled to the prevailing mileage allowance as per Board policy.

#### **ARTICLE 26 - COPY OF AGREEMENT**

- 26.1 The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties agree that this agreement will be posted electronically on the Employer's intranet. Further, electronic PDF versions will be made available to the Employer and the executive of the local.

#### **ARTICLE 27 - DURATION OF AGREEMENT**

- 27.1 This Agreement shall continue in effect from September 1, 2019 to August 31st, 2022, and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other, in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

**SCHEDULE 1 - WAGES**

Effective September 1, 2019 all ESL/LINC/Citizenship Program Instructors shall be paid in accordance with the following schedule:

Effective September 1, 2019 (1% increase)

POSITION	HOURLY RATE
Full-time Instructor	\$38.40
Part-time Instructor	\$38.40
Long Term Supply Instructor	\$33.74
Supply Instructor	\$33.74

Effective September 1, 2020 (1% increase)

POSITION	HOURLY RATE
Full-time Instructor	\$38.78
Part-time Instructor	\$38.78
Long Term Supply Instructor	\$34.08
Supply Instructor	\$34.08

Effective September 1, 2021 (1% increase)

POSITION	HOURLY RATE
Full-time Instructor	\$39.17
Part-time Instructor	\$39.17
Long Term Supply Instructor	\$34.42
Supply Instructor	\$34.42

## **APPENDIX 1-SUPPLY INSTRUCTORS**

The parties agree that this appendix sets out all of the rights and privileges for supply instructors for the LINC/ESL/Citizenship Instruction programs.

### Clause 1

The following provisions of the collective agreement apply to supply instructors:

Article 1 - Scope and Recognition  
Article 2 - Definitions  
Article 3 - No Strikes or No Lockouts  
Article 4 - No Discrimination  
Article 5 - Health and Safety  
Article 6 - Reservation of Employer's Rights  
Article 7 - Union Dues  
Article 8 - Union Representation  
Article 10 - Grievance Process  
Article 11 - Arbitration  
Article 27 - Duration of Agreement

The following provisions of the collective agreement apply to long term supply instructors:

Article 16 - Benefits  
Article 21 - Supply Assignments

### Clause 2

Effective September 1, 2013, the hourly rate of pay for supply employees shall be listed in "Schedule 1—Wages".

### Clause 3

Vacation pay of 4% will be paid on regular earnings in lieu of vacation for supply employees on a bi-weekly basis.

### Clause 4

The employer shall maintain a seniority list showing each supply instructor's name and seniority ranking. Seniority is defined as continuous service from the date of inclusion on the supply list. The seniority list will be revised and provided to the Local President electronically annually. The seniority list will also be posted online under Human Resource Services.

#### Clause 5

The Employer will endeavour to distribute supply work on an equitable basis. Such distribution of work will be based on progression through the seniority list, and subject to availability. Modifications to this process may be discussed and agreed upon through the Employer/Employee Relations Committee.

#### Clause 6

A new supply employee will be on probation for a period of twenty (20) days worked.

#### Clause 7

A supply instructor who does not work at least six (6) days for the employer in this bargaining unit for a period of one complete standard school year shall be deemed to be removed from the supply list.

A supply instructor who has not been offered at least six (6) days of work for one complete standard school year shall not be removed from the supply list.

#### Clause 8

Where a Supply Instructor has maintained seniority (as per Appendix 1 - Supply Instructor Clause 4) for eighteen (18) consecutive months on the supply list, and completed probation as identified in Appendix 1 - Supply Instructor Clause 6, they shall be considered prior to external candidates and after permanent members of the bargaining unit.

## APPENDIX 2-Summer School Program Instructors

\*Effective summer 2016

The parties agree that this Appendix sets out all of the rights and privileges for instructors working in the Summer School programs and that only the following provisions of the collective agreement apply to these instructors. Summer school Instructors are defined as: ESL Instructors - Summer and Citizenship Instruction Instructors - Summer or any Instructor position covered by this collective agreement hired for the summer school program as defined in Article 2.09 of the collective agreement.

In the event of a conflict in language between other provisions in the collective agreement and this Appendix, the terms in this Appendix will supersede.

Article 1 - Scope and Recognition

Article 2 - Definitions

Article 3 - No Strikes or No Lockouts

Article 4 - No Discrimination

Article 5 - Health and Safety

Article 6 - Reservation of Employer's Rights

Article 7 - Union Dues

Article 8 - Union Representation

Article 10 - Grievance Process

Article 11 - Arbitration

Article 12 - Discharge

Article 13 - Probationary Employees

Article 27 - Duration of Agreement

Schedule 1 - Wages

### Recruitment process for summer school instructors

Job Postings: Vacancies will be posted in line with the Employer's posting process for a period of no less than four (4) days between Monday and Friday, prior to being filled permanently. All applications for a posted vacancy shall be made using the Employer's application process. There shall be no job postings during March Break or Christmas Break unless mutually agreed upon by the Union and the Employer.

Priority preference shall be given to existing full-time and part-time ESL, LINC or Citizenship Instruction Instructors as defined in Article 2 - Definitions of the collective agreement. Where vacancies continue to exist, supply instructors will be considered prior to external applicants. Seniority shall be the determining factor when in the judgement of the Employer the skills, ability and qualifications of more than one applicant for the posted position are relatively equal. If no suitable applications are received, the Employer reserves the right to hire. It is understood that the Employer shall have the right to fill the assignment on a temporary basis until it has been filled.



Prior to the commencement of the summer school program, summer school opportunities will be posted. The posting will include:

- a) Position Title
- b) Qualifications
- c) Hourly rate
- d) Specific requirements where applicable (e.g. American Sign Language)

Applicants will have the opportunity to identify their preferred location and hours of work.

**Summer school position renewal: Existing full-time and part-time ESL, LINC or Citizenship Instruction Instructor**

Once accepted as Summer School Instructor, the Instructor holds the position until such time as:

- The Instructor resigns from the position; or
- Declines a position; or
- The class is cancelled; or
- The Instructor's performance is found to be unsatisfactory; or
- In the event that the Instructor is terminated by the Board.

**Summer School position: New hires to the Summer School program**

An individual who does not hold a full-time or part-time position as an ESL, LINC, or Citizenship Instruction Instructor and who is hired for the summer school program is not a permanent employee of the Board and their employment as a summer school Instructor shall be terminated at the end of the period specified.

A new summer school instructor will be on probation for a period of thirty (30) instructional days worked.

**All Instructors**

The Board has the right to terminate an Instructor's employment for just cause and as prescribed by Article 6 - Reservation of Employer's Rights and an Employee's employment will be conclusively deemed to be terminated for any of the following reasons:

- Absence from work for three (3) consecutive working days without a valid reason
- Absent from work without notifying their supervisor

It shall be the duty of the employee to notify the Employer in writing to both Human Resource Services and the program administrative office within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Employer will not be responsible for failure to reach such employee and any notice sent by the Employer to the address of the employee which appears on the Employers records, shall be conclusively deemed to have been received by the employee.

**MEMORANDUM OF AGREEMENT**

**Between**

**York Region District School Board (The Employer)**

**and**

**OPSEU Local 514 (The Union)**

**Whereas the Union and the Employer are parties to a collective agreement currently in effect; and**

**Whereas the parties have agreed to implement the following process on a trial basis;**

**The parties agree that effective the second semester of the 2013/2014 ESL/LINC/Citizenship program academic year the following will apply:**

Instructors who are laid off after the first month of the second semester of the 2013/2014 academic year and who are on the recall list at the time of the staffing for the first semester of the 2014/2015 academic year shall retain their seniority within the site from which they were laid off for the purposes of class assignment as if they had not been laid off. Where the number of classes remains the same or is further reduced, the instructor(s) with the least seniority at the site would be laid off.

Where no positions exist at the site from which the employee was laid off, the employee shall be offered a position in accordance with Article 23.1.

This process does not form part of or append to the collective agreement, however, maybe extended with mutual consent between the parties.

The parties acknowledge and agree that the process defined in this Memorandum of Agreement does not establish precedence and is without prejudice.

The parties agree that no grievance shall be submitted by the union or its members arising out of the implementation or impact on this trial process.

**MEMORANDUM OF AGREEMENT**

**Between**

**York Region District School Board (The Employer)**

**and**

**OPSEU Local 514 (The Union)**

Should a full time or part time employee (as defined in Article 2.1 and 2.2) be unsuccessful in a job competition, they will have the opportunity to receive feedback from their supervisor at a time identified by the Board. The parties agree that the feedback may be provided in person or by telephone and that a minimum of two (2) appointment dates will be provided outside of the Employee's Instructional time.

The Employer will endeavor to provide the Local President with job descriptions for all Bargaining Unit positions within twelve (12) months of the date of ratification of the collective agreement. This letter of intent does not append to or form part of the collective agreement.

## **LETTER OF INTENT - PILOT POSITION**

All permanent instructors will be given an opportunity to apply and be considered for newly created temporary positions (“PPF Temporary Position”) resulting from the central Priorities and Partnership Fund (“PPF”) for the 2020-21 and 2021-22 school years.

Where a permanent instructor is successful in obtaining a PPF Temporary position, the assignment that they are vacating shall be filled on a temporary/term basis.

Upon conclusion of the term of the PPF Temporary Position, but no later than August 30, 2022, the permanent instructor shall be returned to their previous assignment.

This letter of intent expires and shall be removed from the collective agreement on August 30, 2022.

### Long-term Supply Pool

The Board shall establish a long term supply pool for the purpose of filling long term supply assignments in an efficient and timely manner. The board will post for the pool once per year subject to system needs, and more frequently if the demands dictate. The posting shall reflect that successful candidates will be placed on the long term supply (LTS) list. Candidates will be provided with the opportunity to identify a minimum of two (2) preferred geographic areas by board CEC.

When hiring for the long term supply instructor pool, applicants will be considered in the following order:

- Supply instructors; then
- Permanent instructors; then
- External candidates.

For establishing the initial LTS list successful candidates who are currently on the supply list or who hold a permanent position will be placed on the list in order of their permanent or supply seniority date, whichever is earliest; external hires will be placed at the bottom of the list. Thereafter individuals, internal or external, will be added to the bottom of the list.

### Placement into Long Term Assignments

Offers of long term supply assignments will be made to individuals in the LTS pool by progressing through the LTS list. An *offer* of a long term supply assignment is defined as where the offer of a LTS assignment was extended to an individual on the LTS list by the Employer and will be considered to have been made whether or not there has been *acceptance* or *declination* by the individual.

There is no guarantee of hours of work for those in the LTS pool.

### Removal from the list

An LTS instructor will be removed from the LTS list and their employment as an LTS terminated, or in the circumstance of D and E, their employment with the Board terminated, if:

- a) The individual accepts any alternate position (supply instructor assignment excluded) that would preclude them from being available for long term assignments; or
- b) Declines an LTS assignment - declines three (3) consecutive offers or more for long term assignments (note excluding if offer of LTS conflicts with regularly scheduled position as a permanent or LTS Instructor within the bargaining unit); or
- c) The instructor's performance is found to be unsatisfactory; or

- d) The instructor resigns from the position; or
- e) In the event that the instructor is otherwise terminated by the Board.

No individual will be assigned an LTS that would result in a breach of the hours of work limitations established by ESA.

An individual accepted into the LTS pool is not a permanent employee. At the completion of an LTS assignment the instructor will be deemed to be a supply instructor until such time as a new LTS assignment is offered and accepted. When an external candidate is hired to the long term supply pool they will be automatically added to the supply instructor list as a supply instructor.

The terms detailed in *Appendix 1 - Supply Instructors* constitute the entirety of the articles of the collective agreement that apply to LTS with the exclusion of the following:

Clause 4

Clause 5

To be eligible for an LTS position only those on the LTS list will be considered. In the event no LTS instructors are available for an assignment, the board reserves the right to hire for that assignment outside of the process outlined above.

The employer will provide the union with a list of employees in the long term supply pool on an annual basis.

Collective Agreement  
Between  
York Region District School Board  
and  
Ontario Public Service Employees Union, Local 514  
For September 1, 2019 to August 31, 2022

The attached agreement has been negotiated by a joint committee of the Negotiating Committee of the Ontario Public Service Employees Union, Local 514 and the Negotiating Committee of the York Region District School Board. The terms of the Agreement shall be from September 1, 2019 to August 31, 2022.

For OPSEU, Local 514

For the Board

Haran Thurairasah

Haran Thurairasah,  
OPSEU/SEFPO Staff Representative

Susan Richarz

Susan Richarz,  
President, OPSEU, Local 514

Yin Benner

Yin Benner,  
Treasurer, OPSEU, Local 514

Jill Stern

Jill Stern,  
Chief Steward, OPSEU, Local 514



Mark Loya,  
Chief Negotiator

Susie Nunes,  
Principal

Lucia Blosser  
Program Manager

Marc Brouillard,  
Coordinator, Enrolment Reporting & Special Projects

Sabrina Makarenko,  
Employee Relations Officer

Alissa Cousins,  
Employee Relations Officer