

2014 - 2017

AGREEMENT

BETWEEN



**BRUCE-GREY
CATHOLIC DISTRICT
SCHOOL BOARD**

(hereinafter called the Board)

AND

CUSTODIANS EMPLOYED BY THE BOARD

(hereinafter called the employees)

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

CTA/CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act , 2014* for

central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3. Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014* the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, inclusive.

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- 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*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4. Parties to the Process

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

- d) For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

C4.6 Role of the Central Parties and Crown

- a) The central parties shall each have the following rights:
 - i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
 - vi. To refer a grievance it filed to final and binding arbitration.
 - vii. To mutually agree to voluntary mediation.

- b) The Crown shall have the following rights:
 - i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4. Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.1 Referral to the Committee

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

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.

- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

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

C4.1 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust set out in the appended Letter of Understanding subject to 4.2.1(c). The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C5.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Understanding.

C5.2 Cost Sharing

- a) The total funding in C5.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C5. Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

"Long Term Supply Assignment" means, in relation to an employee,

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only.

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long Term Supply Assignments

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary reduced by any paid sick days already taken in the current fiscal year.

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

the absence, in accordance with paragraph (h).

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

g) Graduated Return to Work

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

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

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

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

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

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

- and is not receiving benefits from another source,

- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short term disability days remaining from the previous year

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

h) Proof of Illness

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. The medical confirmation may be required to be provided on a form prescribed by the Board.

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.

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

C12.00 STATUTORY LEAVES OF ABSENCE/SEB

C12. Family Medical Leave or Critically Ill Child Care Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

- C13.1** a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix B shall have the option of receiving a payout of his/her gratuity on the employee's first pay date in the 2016/2017 school year, or on the employee's normal retirement date.
- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix B. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016. The average retirement age shall be based on the 2015 OMERS NRA65 data for all CUPE members in district school boards.
- d) If an Employee is older than the average age noted in c) above as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid

directly to the employee, is subject to withholdings in accordance with CRA requirements.

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A.....

**CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS
NOTICE OF CENTRAL DISPUTE**

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues:

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

Staffing levels (including staffing levels related to permits and leases and replacement staffing)

Job Security as it Relates to Technological Change

Allowances

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

Re: Status Quo Central Items 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. The following language must, however, be aligned with current local provisions in order to reflect the provisions of CUPE's 2012-2013 MOUs. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

The following pregnancy/parental/SEB language provides a change from an entitlement of six (6) weeks to an entitlement of eight (8) weeks.

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

- e) Employees completing a long term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

SHORT TERM PAID LEAVES

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

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

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

WSIB TOP-UP

If 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. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 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.

RETIREMENT GRATUITIES

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

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

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

The following language applies only to those employees eligible for the gratuity above.”

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).

5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades

6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.

7. This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #5

BETWEEN

**The Council of Trustees' Associations/
Le Conseil d'associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Canadian Union of Public Employees
(hereinafter called 'CUPE')**

RE: **Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

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

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017 school year;
- 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 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers'

Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

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

This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

The Education Worker Diverse and Inclusive Workforce Committee (Committee) will produce a summary document that will identify and promote best practices that support diversity, equity, and inclusion.

The summary document, once endorsed by the Canadian Union of Public Employees (CUPE) and the Council of Trustees' Associations (CTA), will be translated into the French language and distributed to all school boards where there are CUPE-represented members employed and to all corresponding CUPE/SCFP locals no later than October 31, 2016.

III. SCOPE

The Committee will explore and identify best practices that promote the continued development of positive, respectful work environments committed to equity, inclusion and diversity.

All best practices identified in the summary document should be based on evidence of positive results/impact.

The committee's scope will include identifying best practices related to recruitment, promotion and retention of a diverse workforce. As part of their work the committee will consider relevant resources applicable to the education sector, such as PPM 119 of April 2013, and the recommendations of the Ontario First Nation, Métis, Inuit Education Policy Framework, 2007.

The committee's scope will not include employment equity and/or pay equity.–

IV. MEMBERSHIP

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

V. CO-CHAIR SELECTION

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

VI. MEETINGS

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee will meet three (3) times during its term, or more if mutually agreed. The term of the Committee shall end on or before October 31, 2016 unless mutually agreed to by the Parties to extend.

VII. OTHER

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

Re: Long Term Disability (LTD) Plan Working Group

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and CUPE members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

The parties further agree that any graduated return to work plans that are approved no later than 30 days after the ratification of local collective agreement terms shall not be negatively impacted by the provisions of Article C6.1 g) for the fiscal year in which they were approved.

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0

Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0

Start-Up Costs

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

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

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

**4.2.0
On-Going Funding**

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
- i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.

- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

- b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

The Canadian Union of Public Employees
(hereinafter "CUPE")

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2014 – August 31, 2017, as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn
John Stout
Paula Knopf
Mort Mitchnick
Brian Sheehan

French Language:

Michelle Flaherty
Brian Keller
Kathleen O'Neil
Michel Picher
Bram Herlich

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and CUPE representatives shall convene to consider and make recommendations concerning Early Childhood Educators including, but not limited to the following:

—

- Hours of work
- Preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development
- the feasibility of establishing Itinerant Lead positions within the bargaining unit.

The work group shall make joint recommendations to the parties no later than June 30, 2016.

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

The parties further acknowledge the importance of initiatives being implemented within the provincial 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 CUPE workers, nor diminish their hours of work.

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for CUPE members;
- Caring and Safe Schools as it relates to CUPE members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

CUPE will be entitled to equal representation on the Provincial Health and Safety Working group.

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

LETTER OF UNDERSTANDING #15

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

CUPE will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and CUPE no later than November 30, 2016.

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

LETTER OF UNDERSTANDING #16

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for CUPE 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. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

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CUPE – PART B: LOCAL TERMS

ARTICLE 1 - STATEMENT OF PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 – RECOGNITION

- 2:01 a) The Board recognizes the Canadian Union of Public Employees and its Local #3447 as the sole exclusive collective bargaining agent for all of its employees engaged in maintenance and plant operations, save and except supervisor, persons above the rank of supervisor and office staff, subject to the Decision of the Ontario Labour Relations Board dated November 30, 1976.
- b) Students employed pursuant to a co-operative education/training programme in conjunction with a school, college or university; students employed on a casual basis and on special projects during vacation periods; and persons employed under an employment assistance programme are not covered by this agreement. No current member of the bargaining unit will suffer the loss of employment due to the employment of individuals as outlined in this clause, nor will any bargaining unit work be lost due to such placements.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01 a) The Union recognizes the right of the Board to hire, direct, classify, transfer, promote, demote, lay off, and the right to discipline, suspend, or discharge for just cause any employee subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided and subject to Article 9:06 regarding the discharge of probationary employees.
- b) The Union recognizes further, the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make from time to time reasonable written rules and regulations to be observed by employees.
- c) The Board agrees that it will not exercise its functions in a manner inconsistent with the provisions of the Agreement.
- d) Prior to the establishment or modification of Board policy which will impact employees, the Board shall consult with the Bargaining Unit Executive.

ARTICLE 4 – DEFINITIONS

4:01 The following definition applies for the purposes of this collective agreement:

- Booster - an employee covered by the terms of this collective agreement who regularly work less than 24 hours per week and students employed during the school vacation period

ARTICLE 5 - NO DISCRIMINATION

5:01 The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Board.

ARTICLE 6 - NO STRIKE OR LOCKOUT

6:01 a) In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this agreement or any agreed upon extension thereof, there will be no strike, slowdown or stoppage of work either complete or partial, and the Board agrees that there will be no lockout.

b) Any employee who violates this clause (6:01 (a)) may be subject to discipline including discharge.

ARTICLE 7 - UNION SECURITY

7:01 As a condition of their continued employment, all employees referred to in Article 2:01 shall remain members in good standing of the Union in accordance with the Constitution and By-Laws of the Union. All new employees shall become and remain members in good standing in the Union at the expiration of the probationary period.

7:02 The Board agrees to deduct from every employee, dues in accordance with the Union Constitution and By-Laws. The total annual dues shall be deducted in equal instalments from each bi-weekly payroll, and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of each month following. An initial list of names of employees from whose wages the deductions have been made will be provided by the Board. Changes thereafter will be provided in accordance with Article 12:03.

The Union shall indemnify and save the Board harmless with respect to all union dues so deducted and remitted.

7:03 T4 slips will be issued annually to employees and shall show deductions made for Union dues.

7:04 The Union will not, nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Board without the authorization of the Superintendent of Human Resources or designate.

7:05 Union Conventions and Seminars

The Union may request that not more than two members of the bargaining unit at any one time be given leave without pay to attend a union convention or seminar. Such requests must be submitted in writing by the Recording Secretary of the Union at least one month in advance of the time off requested and are subject to approval by the Superintendent of Human Resources.

7:06 Membership in the Union

It is the mutual desire of the Board and the Union that all employees shall exercise their rights under this collective agreement, or the applicable statutes of Ontario, in a professional and responsible manner without any fear of discrimination or recrimination.

ARTICLE 8 - UNION REPRESENTATION

8:01 Union Executive

- a) The Board recognizes the right of the Union to elect an executive Board whose duties shall be to assist any employee which the union represents.
- b) The names of the members of the executive board from time to time selected shall be given to the Board in writing each September and the Board shall not be required to recognize any such executive until it has been so notified in writing.
- c) The Union agrees to supply the Board with names of the Committee members and will keep such list current at all times.
- d) The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor.

- 8:02
- a) The Board recognizes the right of the Union to appoint or elect a Negotiating Committee composed of no more than three (3) employees of the Board and will recognize and deal with the said committee for the purpose of reaching an agreement.
 - b) No employee shall suffer any loss of wages or seniority when meeting with the Board for the purpose of negotiations and grievances.
 - c) The Board recognizes the right of the Union to have the assistance of a Representative of the Canadian Union of Public Employees when meeting or negotiating with the Board.

8:03 Union/Board Liaison Committee

- a) The Union/Board Liaison Committee shall continue to meet at the request of either party to the collective agreement, but not less than once per school term, in order to examine concerns and/or problems in the area of personnel relations and/or interpretation of the collective agreement which may arise and, to seek solutions to these concerns and/or problems. The deliberations of this committee shall not delete, modify or amend any clause in the collective agreement.
- b) Meetings of the Union/Board Liaison Committee shall be arranged between the President of the Union and the Superintendent of Human Resources or designate within 10 days of the request being made or such longer period as may be mutually agreed.
- c) The Union/Board Liaison Committee shall consist of up to three (3) representatives of the Union and up to three (3) members of Administration. Employees shall not suffer any loss of pay for time spent at such meetings.

- d) The Superintendent of Human Resources and Union President shall be designated as joint chairpersons and shall alternate in presiding over meetings. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting and shall be reviewed and accepted at the next meeting.

8:04 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Superintendent of Human Resources or designate and the Secretary of the Union.

8:05 Materials Review Committee

a) Committee Membership

- 2 Custodians, appointed by the local union executive
- a representative of the Purchasing Department
- the Supervisor of Facility Services

b) The purpose of the committee is to assess and make recommendations on supplies and equipment being used and/or proposals for new products.

c) Meetings, as required, to be arranged between the Union President and the Superintendent of Human Resources or designate.

8:06 The Bruce-Grey Catholic District School Board and CUPE, Local 3447 have jointly agreed to a philosophy which encourages professional development for all members. An ad hoc professional development committee, with representation from management and CUPE 3447, shall be established. CUPE 3447 is recognized as an equal participant in the professional development committee.

ARTICLE 9 - DISPUTE RESOLUTION PROCEDURE

9:01 Definition of a Grievance

A grievance under this agreement shall be defined as any difference or dispute relating to the application, administration or alleged violation of this agreement.

9:02 Grievance Procedure

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1 – An employee who feels he/she has been aggrieved shall, within ten (10) working days of the incident, discuss the matter with his/her supervisor with a view to achieving an acceptable resolution. The employee's supervisor shall, within five (5) working days after this discussion, advise the employee of his/her proposal for resolving the matter.

Step 2 – If the matter is not resolved at Step 1, and the employee concerned wishes to pursue the matter further, and the Grievance Committee of the Union considers

the grievance to be justified, the employee concerned shall, within five (5) working days after the receipt of the response referred to in Step 1, submit a written statement of the grievance and redress sought to the Superintendent of Human Resources. The Superintendent of Human Resources or designate shall hold a meeting with the employee concerned and a member of the Grievance Committee of the Union within five (5) working days after receipt of the grievance and will render a decision in writing within a further five (5) working days.

Step 3 – Failing satisfactory settlement being reached under Step 2, the employee concerned together with a member of the Grievance Committee of the Union shall, within seven (7) working days after receipt of the Step 2 decision, submit the matter in writing to the Superintendent of Human Resources who shall arrange an in-camera meeting with the Director of Education within ten (10) working days after receipt of the grievance. The Superintendent of Human Resources shall convey the decision of Administration in writing to the Union within five (5) working days from the date of the meeting.

Step 4 – Failing satisfactory settlement being reached under Step 3, the Union may, within fifteen (15) working days after receipt of the decision in Step 3, refer the grievance to Arbitration and so inform the Board. If the grievance is not referred to Arbitration and the Board so informed within fifteen (15) working days after receipt of the decision in Step 3, the right to refer the matter to arbitration shall be forfeited.

Where a dispute involving a question of general application or interpretation occurs, it shall first be referred to the Union/Board Liaison Committee. Where the deliberations of the Liaison Committee do not result in a solution satisfactory to the Union or to the Board, a grievance may be initiated by either party at Step 3 of the Grievance Procedure. Grievances of this nature shall be signed by an Officer of the Union or of the Board as the case may be.

9:03 Mediation

Prior to any grievance proceeding to arbitration, the parties may mutually agree to grievance mediation. The parties shall share equally the fees and expenses, if any, of the mediator. Either party reserves the right to proceed to arbitration failing a satisfactory settlement.

9:04 a) Arbitration

Failing settlement of a grievance as provided in Article 9:02, either party may file for a Board of Arbitration or a Single Arbitrator pursuant to the Ontario Labour Relations Act.

b) Each party shall pay costs as follows:

- i) The fees and expenses of the Arbitrator it appoints.
- ii) One-half of the fees and expenses of the Chairperson.

iii) One-half of the fees and expenses of a Single Arbitrator.

9:05 Employees who are covered by this agreement shall be required to follow the procedures as laid down in Article 9 and any employee who appeals directly to any Trustee of the Board may be subject to discipline under Article 3:01.

9:06 a) A probationary employee may be discharged without just cause. In the case of job performance deficiencies, a probationary employee will not be discharged without due process having been provided by first having been notified of the pending action, advised of the standard(s) to be met, and given an opportunity to meet the expectations.

b) A grievance may be submitted by or on behalf of a probationary employee concerning disciplinary action or discharge. It is agreed, however, that any grievance submitted by or on behalf of a probationary employee concerning discharge shall only address the issue of whether due process has been provided pursuant to paragraph (a) above.

9:07 The time limits specified in the Grievance Procedure may be extended by mutual written consent but lack of such consent shall not be grounds for a grievance.

ARTICLE 10 - DISCHARGE OR SUSPENSION

10:01 The Board shall not discharge or suspend any employee with seniority without just cause. The Board shall direct a letter to the employee concerned and the Union, stating its reasons for any discharge or suspension. Suspension or discharge by the Administration shall be subject to review by the Board. An employee who wishes to grieve such discharge or suspension shall do so by submitting a grievance to the Superintendent of Human Resources, as outlined in Step 3 of Article 9:02 of this Agreement, within ten (10) working days of the discharge or suspension.

10:02 Disciplinary letters and/or notices of suspension will be removed from an employee's personnel file thirty (30) months from the date of the incident provided:

a) that the employee submits a written request that the letter and / or notice be removed; and

b) that the employee has not been disciplined for any related misconduct during the thirty (30) months in question.

ARTICLE 11 - SENIORITY

11:01 a) The seniority of employees shall be established after a probationary period of six (6) months and shall date from the time any such employee first entered the employment of the Board.

b) The probationary period specified above may be waived after three (3) months based upon the recommendation of the Supervisor of Facility Services as approved by the Superintendent of Business.

c) All employees during their probationary period, shall undergo a medical and provide a copy of the results to the Superintendent of Human Resources.

d) A seniority list shall be prepared annually and distributed to each school and to the Secretary of the Union no later than October 31st. Seniority as posted will be deemed to be final and binding and not subject to complaint unless such complaint is made in writing within thirty (30) days from the date of posting.

11:02 a) In the event of a reduction in staff, a lay-off shall be according to seniority. Employees on probation followed by those with the least seniority shall be laid off first. Recall of employees shall be in reverse order to lay-off.

b) No new employees shall be hired without first recalling employees who are on lay-off, providing the employees recalled are qualified and available to do the work.

11:03 Seniority rights shall cease for any of the following reasons:

a) The employee terminates his employment with the Board.

b) If the employee is discharged and not reinstated through the grievance procedure.

c) If the employee fails to report for duty for two working days without notifying the Supervisor of Facility Services or furnishing satisfactory reasons for such failure.

d) If an employee is on lay-off and twenty-four (24) months have elapsed from the day the lay-off commenced.

e) If the employee fails to report to work within three (3) days of being notified of a recall from layoff.

f) If the employee fails to return to work after an authorized leave of absence.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12:01 Transfer Process

When a vacancy for a permanent position occurs or a new position is created inside the bargaining unit, the Board will staff the position in the following order:

a) Permanent employees who have requested a lateral transfer to that location will be considered in seniority order. Requests for transfer will be accepted each April 1st for the following year.

b) If no permanent employee has requested a lateral transfer to that location, then probationary employees who have requested a lateral transfer to that location will be considered in order of their date of hire.

c) Transfer requests are valid for one year.

d) If no bargaining unit member has requested a lateral transfer to that site, the Board will post the vacancy. Members of the bargaining unit who are interested in applying for a vacancy must do so, in writing, within five (5) working days of the notice having been posted.

12:02 Job Posting

Following the process outlined in 12.01, when a vacancy occurs, the Board will post a notice of the opening in each facility prior to advertising the position. Members of the bargaining unit who are interested in applying for a vacancy must do so, in writing, within five (5) working days of the notice having been posted.

12:03 The Union shall be notified, within seven working days following a regular board meeting, of all appointments, hiring, lay-offs, transfers, recalls, terminations of employment and letters of discipline of all persons in the bargaining unit.

12:04 In filling any posted vacancy, the Employer will consider the knowledge, training, skill and ability of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. If the job is not filled as a result of the posting, or if no suitable applications are received, the Employer reserves the right to hire externally.

12:05 If a Booster is the successful applicant for a job posting for a position in which they regularly work more than 24 hours per week, and he/she has at least 520 hours seniority with the Board, his/her appointment shall be subject to a trial period not exceeding three (3) months. If the Booster has less than 520 hours seniority with the Board, his/her appointment shall be subject to a trial period not exceeding six (6) months.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

The Board and the Union agree that Articles 13:01, 13:02, 13:03, 13:04 and 13:05 only apply to employees other than Boosters and that Articles 13:06, 13:07 and 13:08 only apply to Boosters.

13:01 The standard work week for all employees covered by this agreement, other than Boosters, shall be forty (40) hours.

13:02 Hours of Work When School is Not in Session - Employees, other than Boosters

All employees covered by this agreement, other than Boosters, who are required to work when school is not in session, may opt to work one of the following hourly schedules:

- a) 7:00 a.m. to 3:30 p.m. with one-half hour unpaid lunch, Monday to Friday (Part-time employees, other than Boosters, to work this schedule).
- b) 7:00 a.m. to 4:15 p.m. with one-half hour unpaid lunch, Monday to Thursday
7:00 a.m. to 12 noon Friday
- c) Summer hours may differ from above upon mutual agreement with the Board and all employees involved at the school.

13:03 Hours of Work When School is in Session - Employees, other than Boosters

- a) Schools with one shift.
 - i) The Union recognizes that it is the function of the Board to schedule hours of work and it is the obligation of employees, other than Boosters, to work the hours scheduled, between the hours of 7:00 a.m. to 6:00 p.m. Monday to Friday inclusive.

ii) If mutually agreed by the Parties to the Collective Agreement, a schedule may be followed outside the hours indicated in Clause (i) above.

b) Schools with more than one shift.

i) A schedule of shifts which is mutually agreeable to the Parties to the Collective Agreement shall be prepared by the Supervisor of Facility Services.

ii) The Board will pay a shift premium of 3% of the employee's hourly rate on any shift established in b) i) of which more than 50% of the hours are worked after 3 p.m.

13:04 All time worked in excess of 40 hours per week as directed by the Supervisor of Facility Services shall be paid at the rate of time and one-half. The employee may take time off, at the rate of time and one-half, in lieu of overtime pay provided that:

a) such request is approved by the Supervisor of Facility Services in advance of the overtime hours being worked; and

b) that the scheduling of the time off is approved by the Supervisor of Facility Services;

c) time off is to be taken in either half day or full day segments.

13:05 An employee, other than a Booster, who is called back to work outside his regular working hours shall be paid a minimum of two (2) hours at the overtime rate. Call backs within one hour of the normal start time will be paid at straight time from the time of call until the start of the normal shift.

13:06 Hours of Work - Boosters

a) The standard work week for all Boosters covered by this agreement shall not exceed twenty-four (24) hours; the 24-hour maximum does not apply during school vacation periods (eg. Christmas, Midwinter break, summer).

b) Boosters, who work a forty (40) hour week when school is not in session, shall work one of the following schedules, which must coincide with the schedule worked by the full-time custodian:

i) 7:00 a.m. to 3:30 p.m. with one-half hour unpaid lunch, Monday to Friday.

ii) 7:00 a.m. to 4:15 p.m. with one-half hour unpaid lunch, Monday to Thursday, 7:00 a.m. to 12 noon Friday.

13:07 Overtime During School Vacation Periods - Boosters

Boosters who are scheduled to work over forty (40) hours per week, and directed by the Supervisor of Facility Services to work overtime shall be paid at the rate of time and one-half.

13:08 a) The Board will survey each Booster to determine his/her intention to be included on an ongoing list of supply boosters who will be called to fill temporary assignments for employees on vacation, in leave of absence, or who are ill.

b) The temporary assignments will be offered to Boosters as follows:

i) Short-Term Assignments

To Boosters within a facility on a seniority basis

ii) Long-Term Assignments (for specific Board approved extended leaves)

On a seniority basis:

- firstly to Boosters within a facility,
- secondly to Boosters outside the facility but within the bargaining unit.

c) Whenever the temporary assignment replaces an employee who regularly works more than 24 hours per week the Booster shall be paid at the Class III Rate.

d) If the Board, after using the procedure outlined above, is unable to find a Booster to replace the employee on vacation, leave of absence or who is ill, it reserves the right to place a casual employee in the position for a period not exceeding six (6) months. Casual employees shall not become permanent or probationary employees and shall only be covered by Article 2:01, Article 7 - Union Security, Article 13 - Hours of Work and Overtime, Articles 20:01, 20:02 and the applicable Schedule A Booster rate. It is understood and agreed that casual employees may file a grievance pursuant to Article 9 - Dispute Resolution Procedure but only with respect to issues arising directly from the Articles listed in this paragraph as being applicable to casual employees. In the event that any casual employee is hired by the Board at the conclusion of their casual employment, his/her seniority will not be credited for the purposes of the collective agreement. It is the intention of the parties to this collective agreement that no employee who has seniority will be laid off by reason of the Board hiring employees pursuant to this Article.

13:09 Employees shall be permitted one rest period of fifteen (15) minutes for each four (4) hour period worked and there will be two rest periods during each eight (8) hour shift of work.

ARTICLE 14 - LEAVES OF ABSENCE

14:01 Bereavement Leave

- a) An employee shall be entitled to five (5) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the immediate family. The immediate family shall be defined as spouse, child, parent, brother or sister.
- b) An employee shall be entitled to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the extended family. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.
- c) An employee shall be entitled to one (1) day leave of absence with pay and no loss of sick leave for the purpose of attending the funeral of an aunt, uncle, niece or nephew.
- d) Additional time may be granted upon request at the discretion of the Director of Education or designate.

14:02 Voluntary Leave of Absence

Employees may apply for a Leave of Absence in Accordance with Board Policy.

14:03 Parenting Leaves

- a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act of Ontario and the Employment Insurance Act of Canada.
- b) Parental Leaves will be granted in accordance with the provisions of the Employment Standards Act of Ontario and the Employment Insurance Act of Canada.
- c) A paternal leave of up to two days will be granted without loss of wages or seniority on the day of, or day after the birth of a child, or on the day of the hospital release of the mother.
- d) To receive the supplementary employment insurance benefits plan (SEB) for employees on pregnancy, the employee must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.

14:04 Jury Duty

An employee shall be granted a leave of absence with pay if the employee is compelled to attend court for jury duty or as a witness under subpoena provided the employee remits to the Board any jury fees or witness fees received exclusive of travelling allowances and living expenses that the employee receives as a juror or witness.

14:05 Inclement Weather

Employees absent when roads from their home to their place of work are impassable shall be allowed to make up the time lost as directed by the Supervisor of Maintenance, by mutual consent.

14:06 Personal Earned Leave Plan

It is the purpose of this plan to provide personal earned leave for reasons other than sick leave. The plan is intended to relate to the individual employee, give recognition for a record of good attendance, and allow for personal leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee for the system.
- b) Each employee, other than a Booster, with a rate of absenteeism less than the average calculated in (a) above times 110% (i.e. $3.83 \times 110\% = 4.21$) shall be awarded a credit of one (1) day in an earned leave bank as of September 1st in the year following the year of calculation. Boosters with a rate of absenteeism less than the average as specified above shall be awarded a credit of one (1) shift in an earned leave bank as of September 1 in the year following the year of calculation, one shift being defined as the average number of hours an individual worked per day during the period year. (i.e. The calculation for the

period September 1, to August 31, of each school year will be credited on September 1, of the following school year.)

- c) The earned leave bank may accumulate up to a maximum of five (5) earned leave days, or shifts, as the case may be. Part-time employees, other than Boosters, shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year.
- d) i) Earned leave days or shifts, as the case may be, with pay may be used at the discretion of the employee. Requests for an earned leave must be made to the Supervisor of Facility Services.
ii) Where an employee wishes to use an earned leave day or shift, as the case may be, immediately prior to or following a statutory holiday or holiday period, prior written approval must be given by the Superintendent of Human Resources. These requests shall be limited to one (1) per school.
- e) A statement of earned leave days or shifts, as the case may be, will be issued to each employee by October 31st in each year.

14:07 Union Leave

Requests for leaves of absence for union members shall be sent to the Superintendent of Human Resources for approval.

During the leave of absence, the employee's salary and applicable benefits shall be maintained by the Board on the basis of what his/her normal regular hours of work would have been, provided the Union reimburses the Board in the amount of such salary and applicable benefits.

14:08 Emergency Leaves

Any member of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Superintendent of Human Resources shall be made in advance whenever possible.

An employee shall be granted a leave of absence without loss of pay but with deduction from sick leave credit, in crisis situations, which include, but are not limited to the hospitalization of family members, fire or violence within the home. Crisis shall be interpreted to mean a time of grave danger.

ARTICLE 15 - PAID HOLIDAYS

15:01 The Board will grant to all Employees without loss of pay the following holidays:

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

- 15:02 After successful completion of his/her probationary period, employees covered under this Agreement, shall be entitled to one floating holiday in addition to the above mentioned holidays in 15:01. The floating holiday will be taken during Christmas break, March break, summer break with no replacement required at a time mutually agreeable to the employee and his/her supervisor. If an additional public holiday is proclaimed by either the Federal or Provincial Government, the floating holiday shall be eliminated on January 1st of the year the proclaimed holiday comes into effect.
- 15:03 Should any of the holidays in 15:01 fall on a Saturday or Sunday either the previous Friday or Monday will be declared a holiday in lieu by the Board.
- 15:04 In order to qualify for payment for the holidays under Article 15:01, an employee must work his/her last scheduled working day immediately preceding and immediately following the holiday unless the employee was absent due to:
- a) illness which commenced in the current pay period in which the holiday occurred;
 - b) vacation granted by the Board.
- 15:05 An employee required to work on a paid holiday shall be paid for such work at the rate of time and one-half. This is in addition to salary to be paid for the holiday.
- 15:06 Boosters not required to work on the above holidays shall receive holiday pay equal to one normal day's pay, calculated according to the Employment Standards Act.

ARTICLE 16 - VACATIONS

The Board and the Union agree that Articles 16:01, 16:02, 16:03, 16:05 and 16:06 only apply to the employees other than Boosters, and that Article 16:07 only applies to the Boosters.

- 16:01 Employees, other than Boosters, with less than one (1) year of service as of July 1st shall receive one (1) day's vacation for each month of service to a maximum of ten (10) days.
- 16:02 Employees, other than Boosters, with more than one year seniority as of July 1st in any year shall be entitled to vacation with pay as follows:

<u>Vacation Period</u>	<u>Seniority</u>
2 weeks	after 1 year
3 weeks	after 3 years
4 weeks	after 10 years
5 weeks	after 19 years
6 weeks	after 25 years

Where an employee, other than a Booster, leaves the employ of the Board before June 30th of any year, he/she shall be paid a vacation pay (in lieu of vacation time) based on gross wages earned since July 1st of the current year, as follows:

<u>Seniority</u>	<u>Vacation Pay</u>
1 year	4%
3 years	6%
10 years	8%
19 years	10%
25 years	12%

Vacation for employees, other than Boosters, shall be taken in the year following the year in which it was earned and shall not be carried forward to the following year. An exception to this may be made when it is established the employee is taking vacation out of Canada. Such request must be submitted in writing and is subject to approval by the Superintendent of Human Resources.

16:03 Vacation Time

- a) All employees covered by this agreement, other than Boosters, covered by this agreement shall schedule the first two weeks of their vacation period subject to the following: between the period beginning the day after school closes in June and Labour Day, as arranged with and approved by the Supervisor of Facility Services.
- b) Employees, other than Boosters, eligible for three (3) or more weeks of vacation shall take the balance of their vacation time that exceeds two (2) weeks at any time mutually agreeable to the Board and the employee, as arranged with and approved by the Supervisor of Facility Services.
- c) Any exceptions to the above clauses must be mutually agreeable to the parties and be requested in writing to the Supervisor of Facility Services.

16:04 Vacation pay shall be subject to all normal deductions made from an employee's pay.

16:05 Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The illness must be verified by a doctor's note.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

16:06 In the event of the death of an employee's immediate family as defined in 14:01 a) occurring while on scheduled vacation, bereavement leave provisions will prevail and the vacation will be rescheduled.

16:07 Part-time employees, other than Boosters, shall be paid vacation pay based on previous year's gross earnings as follows: -

service credit to		
	6,239 hours	- 4%
	6,240 to 20,799 hours	- 6%
	20,800 to 39,519 hours	- 8%

39,520 hours to 51,999 hours	-	10%
52,000 hours or more	-	12%

Vacation pay will be paid out the last pay in November.

16:08 Boosters who work a twelve month year:

a) shall be paid vacation pay based on previous year's gross earnings as follows:
service credit to

6,239 hours	-	4%
6,240 to 20,799 hours	-	6%
20,800 to 41,599 hours	-	8%
41,600 hours or more	-	10%

Vacation pay will be paid out the last pay in November.

b) shall be granted unpaid vacation leave based on the number of calendar years of service:

<u>Vacation Period</u>	<u>Years of Service</u>
2 weeks	After 1 year
3 weeks	After 3 years
4 weeks	After 10 years
5 weeks	After 20 years

c) may schedule vacation time during the months of July and August, subject to approval of the Supervisor of Facility Services.

16:09 It is agreed that annual calculations of the cost of the agreement, for use during bargaining meetings between the Board and the Union, will reflect increases/decreases in vacation allowances.

ARTICLE 17 - SICK LEAVE/ INCOME PROTECTION PLAN (Historical clause for Reference Purposes Only)

The Board and the Union agree that Articles 17:01, 17:02, 17:03, 17:04 and 17:05 only apply to the employees, other than Boosters.

17:01 Sick Leave

- a) Definition:
 - i) Sick Leave with pay is defined as absence due to sickness or acute inflammatory condition of the teeth or gums as provided for in the Education Act, including absence to attend medical and/or dental specialists appointments which are not elective in nature for the treatment of a diagnosed illness.
 - ii) For specialists appointments, the employee will submit a medical certificate stating the date and reason for the appointment.

- b) Approved sick leave absences will be deducted from sick leave entitlement but in no case shall an employee, other than a Booster, suffer both the loss of pay and the loss of sick leave days for the same absence.

17:02 Accumulative Sick Leave Plan

- a) Employees, other than Boosters, whose contract of employment commenced prior to January 1, 1983 were entitled to participate in the Accumulative Sick Leave Plan or the Income Protection Plan. The option must have been exercised prior to March 1, 1983.
- b) Employees, other than Boosters, who have attained seniority shall be credited with up to two days sick leave per month to a maximum of 20 days per year. Part-time employees, other than Boosters, shall be entitled to a pro-rated number of sick days. 100% of the unused portion of sick leave in any year shall be accumulated up to 200 days.
- c) Subject to the terms and conditions of the carrier of the LTD plan, employees, other than Boosters, are eligible to receive benefits after the expiration of the qualifying period outlined in the LTD plan.
- d) A statement of total unused sick leave days will be given to each employee, other than a Booster, with the last pay in October, outlining the accumulative sick leave built up in previous years.

17:03 Income Protection Plan

- a) Employees, other than Boosters, whose contract of employment commenced after January 1, 1983 shall be entitled to participate in the Income Protection Plan but not the Accumulative Sick Leave Plan.
- b) Each employee, other than a Booster, who has attained seniority shall be credited with up to two days sick leave per month to a maximum of 20 days per year. Part-time employees, other than Boosters, shall be entitled to a pro-rated number of sick days.
- c) An employee, other than a Booster, who after the 20 days outlined in 3(b) above, suffers from an illness certified by a physician, shall be entitled to 67% of gross salary for a further 180 days if they have been in the employ of the Board for three full calendar months.
- d) Subject to the terms and conditions of the carrier of the LTD Plan, an employee, other than a Booster, is eligible to receive benefits after the expiration of the qualifying period outlined in the LTD Plan.
- e) When an employee, other than a Booster, leaves the employ of the Board, a statement of total unused sick leave for each period of employment will be issued at the request of the employee.

17:04 To encourage appropriate use of sick leave, an employee may be required to obtain a certificate from a qualified medical practitioner certifying that the employee is/was unable to carry out his/her duties due to a certified illness. The Union recognizes that the Board may request an alternative medical opinion from a physician of its choice, at its expense.

17:05 When an employee, other than a Booster, is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.

ARTICLE 18 - RETIREMENT AND PENSION PLAN

The Board and the Union agree that Articles 18:01, 18:02 and 18:03 only apply to employees, other than Boosters.

18:01 The Ontario Municipal Employees Retirement System (OMERS) will apply to all full time employees, other than Boosters, and eligible part-time employees, other than Boosters, who request enrolment excepting any person holding an Ontario Teaching Certificate who is a member of "The Teachers Pension Plan". The Board will match the employees contributions to OMERS as per the OMERS scale.

18:02 All eligible employees, other than Boosters, are required, as a condition of employment, to enrol in the OMERS plan.

ARTICLE 19 - BENEFITS

The Board and the Union agree that Articles 19:01, 19:02, 19:03, 19:04 and 19:05 only apply to employees, other than Boosters, and that Articles 19:06, 19:07, 19:08, 19:09, 19:10, 19:11, and 19:12 only apply to Boosters.

Employees Other Than Boosters

19:01 Eligible Employees

- a) i) The Board agrees to contribute on behalf of each eligible full-time employee, other than a Booster, the amount indicated in this Article, of the billed premium under the plans provided, subject to the terms and conditions of the carrier of each plan.
- ii) Part-time employees, other than Boosters, under contract to the Board, and covered by this collective agreement, shall be eligible for employee benefits under the terms of this Article. The Board agrees to contribute on behalf of each eligible part-time employee, other than a Booster, an amount based on the following formula:

Carrier's		Pro-Rated Time		Proportion of the
Billed	x	for the	X	Board's Contribution
Premium		Employee		in Clause 19:02

The employee is responsible for payment of the balance of the premium through Payroll deductions.

- b) The contributions of the Board to the premium of each plan provided shall be subject to the carrier's requirements, and to minimum enrolment requirements.
- c) Eligible employees, other than Boosters, may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment may be made with the Superintendent of Human Resources. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.

19:02 Employee Benefit Plans

- a) Life Insurance
 - i) Group Life Insurance - 3 times the employee's, other than a Booster's, wages to a maximum of \$135,000 including Accidental Death and Dismemberment.
 - ii) Optional Life Insurance for an employee, other than a Booster, and/or spouse is available at the expense of the employee, up to \$200,000 for each.
- b) Extended Health and Drug Plan
- c) Dental Plan

Major Restorative and Dentures at 50% co-payment with a maximum of **\$3,000** per person annually.

Orthodontics at 50% co-payment with a \$2,000 per person lifetime maximum.
- d) Long-term Disability
 - i) Group Plan basic benefit based on 72 ⅔ of the employee's, other than a Booster's, wages to a maximum of \$2,700.
 - ii) Optional monthly benefit supplement is available, subject to the carrier's requirements, at the expense of the employee, other than a Booster.

iii) Administration of L.T.D.

a) Employees, other than Boosters, who have been granted an L.T.D. benefit under the terms and conditions of the carrier of the L.T.D. Plan, and who have not resigned from the employ of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. benefit has been approved. Employees, other than Boosters, currently on L.T.D. benefit shall continue under the terms and conditions of the plan in effect 1990/12/31.

b) Where it has been determined:

i) After 2 years on L.T.D., that an employee, other than a Booster, is totally disabled and cannot return to their normal employment with the Board;

OR

ii) That the employee, other than a Booster, has taken up other employment and/or is eligible for other employment;

Then the individual will be considered to have ceased their employment with the Board and the Board will terminate their employment for health and medical reasons.

e) The Board will pay 100% of the premiums for the term of this agreement for the following benefits: Group Life Insurance including Accidental Death and Dismemberment, Extended Health and Drug Plan, Dental Plan and the Long-term Disability Group Plan Basic Benefit. If an increase or decrease in rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease shall be calculated into the cost of the next agreement.

f) Wage Loss Replacement Plan

i) The employees acknowledge the Board's Wage Loss Replacement Plan and its registration with Human Resources Development Canada, which results in a reduction in employment insurance premiums.

ii) The employees agree that the net savings arising from the reduction in premiums has been used to share equally in the funding of an Employee Assistance Programme and that this practice will continue.

iii) The employees agree that, effective January 1, 1998, after funding the above-noted programme and fees, any unused balance will be proportionately distributed as follows:

Board Share =	7/12
Employee Share =	5/12

iv) The parties agree to re-calculate the percentages to include Principals/Vice-Principals.

- v) Each employee group will determine how their share is to be spent (e.g. charity, education or worthy cause).
- vi) The Board will transfer each employee group's share of any unused balance on or before February 28 of each year.

g) Payroll Savings Plan

The Board, in consultation with the Union Executive will make available payroll savings plans, on the provision that sufficient employees enrol in such plans to make them viable.

19:03 Mandatory Participation Clause

- a) All eligible employees, other than Boosters, are required to enrol in the Long Term Disability Plan as outlined in 19:02 (d) above.
- b) All eligible employees, other than Boosters, hired after August 31st, 1978 are required as a condition of employment to enrol in the Benefit Plans outlined in 19:02 above unless they provide evidence of coverage carried by a spouse.
- c) The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverages for each employee, other than a Booster. Where the employee fails to notify the Superintendent of Human Resources of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

19:04 If the Board's contribution towards the premiums for any employee benefit is reduced as a result of any government legislation, the distribution of the resulting saving will be subject to negotiation by both parties.

19:05 Workplace Safety & Insurance Board

An employee, other than a Booster, who is injured in the course of his/her duty and is unable to perform his/her regular duties and is receiving an indemnity from the Workplace Safety & Insurance Board shall be entitled to receive:

- a) Commencing with the date of a compensable accident up until 20 days or equivalent have been used:
 - i) Such benefits as awarded by the Workplace Safety & Insurance Board (WSIB).
 - ii) A supplementary amount to increase his/her earnings after taxes, to an amount equal to net earnings received prior to the injury for a maximum of 20 days.
 - iii) Employee benefits entitled to prior to injury.
- b) When the 20 shifts have been used, the Booster shall receive such benefits as awarded by the Workplace Safety & Insurance Board.

19:06 Booster Benefit Plans

a) Life Insurance

\$10,000 including Accidental Death and Dismemberment, with coverage required as a condition of employment

b) Extended Health and Drug Plan - Dental Plan

Every Booster not covered by their parent(s) or by their spouse, is required as a condition of employment to enrol in the Extended Health/Drug and Dental Plans.

c) Annual Confirmation of Benefits

The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverages for each Booster. Where the Booster fails to notify the Superintendent of Human Resources of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

19:07 Board Contribution

- a) i) The Board agrees to contribute on behalf of each eligible Booster, a pro-rated amount of the premiums for Life Insurance, Extended Health/Drug and Dental Plans, based on the following formula:

$$\begin{array}{l} \text{Carrier's} \\ \text{Billed} \\ \text{Premium} \end{array} \quad \text{ii) } \quad \begin{array}{l} \text{Pro-Rated Time} \\ \text{for the Booster} \end{array}$$

x

ii) Example

- Annual scheduled hours	=	780	
- Full-time equivalent hours	=	2,080	
- Board Contribution	=	<u>780</u>	= 37.5%
		2,080	

19:08 The Booster is responsible for payment of the balance of the premium through payroll deductions.

19:09 If an increase or decrease in premiums occurs, each party's share will continue to be calculated in accordance with the formula in Article 19:07.

19:10 If the Board's contribution towards the premiums for any Booster's benefit is reduced as a result of any government legislation, the distribution of the resulting saving will be subject to negotiation by both parties.

19:11 Participation by a Booster in the benefit plans shall be subject to the carrier's requirements.

19:12 Workplace Safety & Insurance Board

A Booster who is injured in the course of his/her duty and is unable to perform his/her regular

duties and is receiving an indemnity from the Workplace Safety & Insurance Board shall be entitled to receive:

- a) Commencing with the date of a compensable accident up until twenty shifts* or equivalent have been used:
 - i) Such benefits as awarded by the Workplace Safety & Insurance Board (WSIB).
 - ii) A supplementary amount to increase his/her earnings after taxes, to an amount equal to net earnings received prior to the injury.
 - iii) Booster benefits entitled to prior to injury.
- b) When the 20 shifts have been used, the Booster shall receive such benefits as awarded by the Workplace Safety & Insurance Board.

* Definition of Shift

One shift being the average number of hours an individual worked per day during the previous year.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

- 20:01 a) The Board shall pay wages in accordance with Schedule "A" on a bi-weekly basis during the calendar year. A calendar of pay dates shall be provided to each employee.
 - b) Classification as listed on Schedule A shall not be altered, deleted or amended except by mutual agreement in writing.
- 20:02 On each pay day, each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions, in a confidential manner.
- 20:03 The method of payment shall be by deposit to each employee's bank account, except when a holiday falls on a pay day, payment shall be made on the nearest previous working day.
- 20:04 Employees required to use their own vehicle on behalf of the Board's business as authorized by the Supervisor of Facility Services shall be paid a kilometric rate in accordance with Board Policy.
- 20:05 While on a Long Term Disability, employees, other than Boosters, shall accumulate seniority and shall be entitled to all rights and benefits (sick leave excepted and subject to the terms of the various carriers) under the collective agreement.

ARTICLE 21 - GENERAL APPLICATION

- 21:01 The Union and the Board desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Board shall print sufficient copies of the Agreement within thirty (30) days of signing for distribution by the Board to the members of CUPE Local #3447. Each new employee will receive a copy of this Agreement at his or her time of employment.

21:02 Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

21:03 In order to provide job security for the members of the bargaining unit, the employer agrees that no work or services performed by the employees shall be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, if such action will result in a reduction of hours or lay-off of employees covered by this agreement. This clause shall be effective for the duration of the current collective agreement.

ARTICLE 22 - UNIFORMS/SAFETY FOOTWEAR

22:01 The Board agrees to provide uniforms to each employee on an annual basis as follows:

- a) Employees, other than Boosters, are eligible for 2 uniform trousers, 3 uniform shirts or pullover shirts and 1 tunic jacket per year, on evidence of need. Boosters are eligible for two uniform or pullover shirts and one pair of trousers per year, on evidence of need. Employees may substitute to a maximum of 5 items.
- b) Replacement of uniforms will be granted as required but only after inspection of those articles needing to be replaced due to normal wear relating to the job.
- c) Employees shall have the option to purchase additional uniform clothing at their expense.
- d) Winter parkas will be provided at each school for use by the Head Custodians, Assistant Head Custodians, and full-time Custodians.

22:02 All employees shall be required to wear the uniforms provided by the Board during working hours as a condition of employment. Uniforms provided by the Board must be worn only during travel to and from work and during working hours.

22:03 It shall be the responsibility of the employee to launder and mend uniforms.

22:04 Safety Footwear

Effective the first pay in September, the Board will provide \$100 per year to assist in the purchase of approved CSA safety footwear. Such approved safety footwear must be worn at all times.

22:05 Snow Removal from Roofs

Custodians will not be required to remove snow from the roof except in emergency situations where snow has accumulated around roof top units.

ARTICLE 23 - TERM OF AGREEMENT

23:01 This Agreement will be for a term commencing September 1, 2014 and ending on August 31, 2017, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than sixty days nor more than ninety days prior to the expiry date hereof of that party's intention to terminate this agreement or to negotiate revisions thereto.

SCHEDULE "A"

WAGES AND CLASSIFICATIONS

CLASSIFICATION	HOURLY RATES		
	September 1, 2014	September 1, 2016	February 1, 2017
1. Custodian	\$20.62	\$20.83	\$20.93
2. Assistant Head Custodian - Secondary	\$21.23	\$21.44	\$21.55
3. Head Custodian - Elementary	\$21.84	\$22.06	\$22.17
4. Head Custodian - Secondary	\$22.65	\$22.88	\$22.99
5. Probationary Employee Other than a Booster	90% of the rate for the respective employee classification	90% of the rate for the respective employee classification	90% of the rate for the respective employee classification
6. Booster			
Class I - Under 18 Years of Age	\$10.30	\$10.55	\$10.55
Probationary	\$11.00	\$11.25	\$11.25
Booster			
Class II - Over 18 Years of Age	\$14.85	\$15.00	\$15.08
Probationary	\$16.50	\$16.67	\$16.75
Booster			
Class III - Custodian replacement	\$17.53	\$17.71	\$17.80
- For replacements of employees regularly employed to work more than 24 hours per week			
Note: When a Class I Booster has reached twenty-four (24) months of service with the employer, the employee shall be reclassified as a Class II employee.			

If minimum wage changes during the life of this collective agreement, the rates will be changed to reflect the changes.

SCHEDULE "B"

PAY DATES

2015-2016 School Year					
September	4,18	January	8,22	May	13,27
October	2,16,30	February	5,19	June	10,24
November	13,27	March	4,18	July	8,22
December	11,25	April	1,15,29	August	5,19
2016-2017 School Year					
September	2,16,30	January	6,20	May	12,26
October	14,28	February	3,17	June	9,23
November	11,25	March	3,17,31	July	7,21
December	3,23	April	14,28	August	4,18

APPENDIX "A"

OMERS CONTRIBUTORY EARNINGS

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

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit portion);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work)
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan(except CPP) the balance of the extension period becomes unpurchaseable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of

contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;

- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited services extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

LETTER OF UNDERSTANDING

The Bruce-Grey Catholic District School Board and the Canadian Union of Public Employees, Local 3447 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

LETTER OF UNDERSTANDING - TRAINING AND DEVELOPMENT

If new machines or equipment are introduced or new and greater skills are required, the affected employees will be provided with the required training at the expense of the Board.

LETTER OF UNDERSTANDING - SUPERVISION

The parties agree that all school based staff have a responsibility to ensure that a safe school environment is maintained at all times.

In no instance will a custodian be assigned scheduled supervision of students.

LETTER OF UNDERSTANDING - JOB DESCRIPTIONS

The Board agrees to a cyclical review of job descriptions within the Bargaining Unit of Local #3447. Each job description shall be reviewed through the Liaison Committee on a three-year cycle or if there are substantial changes to the duties.

LETTER OF UNDERSTANDING - FLOAT HOLIDAY

It is understood that the CUPE Liaison Committee will meet to develop a list of possibilities for the use of the Float Holiday. The committee will consider possibilities that include the entire work year, including P.D. Days, to provide as much flexibility as possible.

LETTER OF INTENT

The parties agree to meet to discuss the concept of contracting in. These discussions shall occur during the term of the collective agreement through the established Liaison Committee.

LETTER OF INTENT

A joint committee of the Board and the Local Bargaining Unit will review the job posting language with a view to amending the procedures by mutual agreement.

IN WITNESS THEREOF the Board has signed this Agreement this _____ day of _____, 2017.

The Bruce-Grey Catholic District School Board

Per: _____
Chairperson

Secretary

IN WITNESS THEREOF the Union has signed this Agreement this _____ day of _____, 2017.

The Canadian Union of Public Employees and its
Local #3447

Per: _____

Union Representative

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