

COLLECTIVE AGREEMENT

Between



LONDON DISTRICT CATHOLIC SCHOOL BOARD
(Hereinafter called the “Employer”)

And



CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4186
(Hereinafter called the “Union”)

September 1, 2019 to August 31, 2022

The London District Catholic School Board and CUPE Local 4186 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

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

C4.6 Role of the Central Parties and Crown

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

- b) Where such a dispute is filed:

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.
- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.

- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

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

C4.16 Arbitration

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of

total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.

b) Funding amounts:

- September 1, 2019: 1% (5,544.01 per FTE)
- September 1, 2020: 1% (\$5,599.45 per FTE)
- September 1, 2021: 1% (\$5,655.45 per FTE)

Funding will be made retroactive to September 1, 2019.

c) Funding changes described in a) and b) are contingent on the CUPE EWBT agreeing that any enhancements to the CUPE Benefit plan shall be consistent with the following parameters:

- i) The Claims Fluctuation Reserve (CFR) shall not decrease below 25% of total CUPE benefit plan costs for the prior year and,
- ii) the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

- i. a long-term supply assignment within the meaning of the local collective agreement, or

- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation

may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term

leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

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

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)

Walking:

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

Standing:

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

Sitting:

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

Lifting from floor to waist:

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

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

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): _____ No

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

Yes No

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

Date:			

Telephone Number:			

Signature:			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

RE: Job Security: Protected Complement

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Protection Fund

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

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

settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.

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

APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

RE: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

RE: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

Topics the training program will address are the following:

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

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

designated as Sulp. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

RE: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter “CUPE”)

AND

The Council of Trustees’ Associations

(Hereinafter the “CTA/CAE”)

RE: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for their Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve-month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool

charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.

- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

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

- benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
 - f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
 - g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
 - i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
 - j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
 - k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
 - l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
 - m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
 - n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
 - o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as “Co-Pay”. This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the “Co-Pay”, the Crown will provide funding equivalent to the reduction of the “Co-Pay” amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board’s participation date.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES’ RESPONSIBILITIES

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

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

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

Historical Appendix of Central Terms – For Reference Only

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

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.

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

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

4.2.0 On-Going Funding

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

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

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

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

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

12.0.0 CLAIMS SUPPORT

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

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

PART “B” LOCAL AGREEMENT

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DEFINITIONS:

Permanent Employees are defined as full time and part-time Employees who have completed the probationary period.

Probationary Employees are defined in accordance with Article 13.03 a).

Redundant – shall mean above and beyond the staffing requirements of the Board within the classification.

Laid off – shall mean an Employee who no longer has a position and is awaiting recall as a result of being declared redundant.

Surplus- within your classification, surplus shall mean above and beyond the staffing requirements of a particular school/site.

ARTICLE 1: PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees covered by this Collective Agreement and to provide an orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the operations and direction of the work force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire Employees, and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time rules and regulations to be observed by the Employees. The Employer shall discuss all rule

alterations with the Union/Management Committee referred to in Article 11 prior to or within thirty (30) days of making such alterations;

- i. The parties agree to abide by Board policies, procedures, rules and/or regulations as amended from time to time, however the Board agrees to apply the following principles with regard to establishing, enforcing, maintaining and altering Board policies, procedures, rules and/or regulations:
 - they shall be consistent with the terms of the Collective Agreement, shall be consistently enforced and shall be reasonable.
 - the policies and procedures must be made known to the Employees.
 - Employees must be notified the breach of a rule could result in their discharge if the rule is used as a foundation for discharge.

- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of services, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, the number of Employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain with the Employer except as specifically limited by the express provisions of this Agreement.

2.02 The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement and acknowledges the right of the Union to the grievance procedure in the manner and extent hereinafter provided.

ARTICLE 3: RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all non-teaching Employees in the positions as affixed in Schedule "A" of this Collective Agreement.

3.02 The Employer agrees that Employees outside the bargaining unit will not regularly perform work done by Employees in the bargaining unit to the extent that this would lead to the layoff of members of the bargaining unit or a general reduction in the hours of work.

3.03 No member of the bargaining unit shall be laid off as the direct result of the utilization of volunteers.

- 3.04 Except with the prior approval of the Union, the Employer will not enter into any private agreement with an Employee in the bargaining unit, the terms of which are contrary to provisions of this Collective Agreement.
- 3.05 The parties acknowledge that the Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. With the approval of the Employer, which shall not be unreasonably withheld, such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 4: NO STRIKES / NO LOCKOUTS

- 4.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout as defined under the *Ontario Labour Relations Act*.

ARTICLE 5: UNION REPRESENTATION

- 5.01 Union officers and committee members recognized by the Employer will be allowed to leave their work with no loss of pay to attend committee meetings with the Employer, process grievances and to represent Employees in accordance with Article 19 during their scheduled regular work day, subject to operational requirements. In the case of grievance processing, no more than one (1) steward shall be involved with the exception of a policy grievance where no more than two (2) shall be involved.
- 5.02 No Employee shall leave their workplace on matters as in 5.01 above without prior consent of their principal or immediate supervisor, which consent shall not be unreasonably withheld.
- 5.03 The Employer shall provide the Union with a list of supervisory personnel with whom the Union may be required to transact business.
- 5.04 The Employer will not be required to recognize or deal with Employees who are stewards or who are on any of the committees as in Article 5 unless the Union has notified the Employer, in writing, of the names of such officers and Employees, and where applicable, the committees of which they are members from time to time.

- 5.05 Any Union Representative who enters the premises will notify the Principal, Supervisor or designate that they are on the premises and the nature of their presence. These members will sign in and out.
- 5.06 These Union Representatives mentioned above in addition will be given access to work sites to meet with Employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid, without releasing the reason for the meeting and will follow safe school and board protocols for access.
- 5.07 The Employer will permit the use of its premises for the purposes of holding Union meetings following the Community Use of Schools procedures.

ARTICLE 6: NO DISCRIMINATION / NO HARASSMENT

- 6.01 The Employer and the Union agree that every member has a right to freedom from discrimination and harassment as described in the Board's harassment policy.
- 6.02 The Employer and the Union will jointly provide harassment training to Employees in the bargaining unit.
- 6.03 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an Employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 6.04 The parties agree to recognize the *Ontario Human Rights Code* in so far as it applies to the Employees in this bargaining unit. In the event of an allegation by an Employee that the Employer has violated the Code, it is agreed that the parties will request the Ontario Human Rights Commission to defer consideration of such complaint until the grievance procedure has been concluded.
- 6.05 The requirements of employment shall be limited to matters pertaining to the work responsibilities of each Employee and shall be connected to the operations of the Employer.

ARTICLE 7: UNION MEMBERSHIP REQUIREMENT

- 7.01 Within one (1) week of the signing of this Agreement, all Employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, new

Employees covered by this Agreement shall become and remain members in good standing of the Union within thirty (30) days of employment.

- 7.02 The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the Employee's work site and employment status (such as full-time, part-time, casual), and if the Employee is on a leave of absence, the nature of the leave, if available.

The Employee contact list will be provided in an electronic spreadsheet to the Secretary of the Union in October, January, and April of each year.

ARTICLE 8: UNION DUES

- 8.01 The Employer shall deduct from the pay of all Employees covered by this Agreement, in each pay period, a sum equal to the duly authorized Union dues.
- 8.02 All dues so deducted shall be remitted to the National Headquarters of the Canadian Union of Public Employees by the fifteenth (15th) day of the month following the month in which such deductions were made together with a list of the names of all Employees from whose pay dues were so deducted, the gross earnings for each Employee for the period and the Union dues deducted.
- 8.03 Any adjustments to dues shall be provided in writing by the Union President or their designate and shall take effect the month following or within such time as reasonable.
- 8.04 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an Employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
- 8.05 For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union monthly interest penalty calculated at the annual prime rate divided by 10.
- 8.06 The Employer will report the yearly amount of Union dues paid by each Employee on the Employee's T-4 slip (which shall be available electronically) or any other legal reporting requirement which replaces the

requirement to report dues remitted on a T-4 slip in the future. The Employer agrees that workplace computers may be used to retrieve and print these electronic T-4 slips and assistance shall be provided if necessary.

ARTICLE 9: EMPLOYER AND UNION SHALL ACQUAINT EMPLOYEES

9.01 Upon commencement of employment, the Employer shall provide all Employees covered by this Collective Agreement with a copy of this Agreement. The Employer will inform each new Employee of Article 8 and all other terms and conditions of employment.

9.02 Where the Employer conducts staff orientation sessions, the Union will be provided an hour during such session to make a presentation about membership in the Union. The Employer will leave the room during the Union presentation. The Employer will provide the Union with the names and contact information of the new employees, including personal emails, if available. Union information to the new employees will be in the form of a letter attached to the Offer of Employment.

The Union will provide the Employer with copies of materials used in such session. The Union's presentation, materials or the Union information letter (attached to the Offer of Employment) will not disparage the Employer.

9.03 The Union shall be notified of the full name, position, employment status (e.g. full-time, part-time, casual), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment, where possible.

ARTICLE 10: CORRESPONDENCE

10.01 All correspondence between the parties, except for grievance handling and dues deduction matters, shall pass to and from the Superintendent of Human Resources or their designate and the Secretary of the Union.

10.02 Notwithstanding 10.01, any correspondence with reference to the interpretation, application, or administration of the Collective Agreement shall be submitted to the CUPE National Representative.

10.03 The Secretary of the Union shall be notified of all offers of employment, completed probationary periods, appointments, promotions, demotions, hires, transfers, layoffs, recalls, personal leaves (exceeding 5 days), resignations, retirements, deaths, and any other termination of employment affecting the bargaining unit as they occur.

ARTICLE 11: COMMITTEE REPRESENTATION

11.01 The Employer recognizes the following committees. The time spent shall be in accordance with Article 5 of this Agreement.

Union/Management Committee

11.02 One (1) Union/Management Committee for CUPE Local 4186 shall consist of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties for the purpose of improving communication between the parties and discussing matters of mutual concern. This committee will not discuss matters which are the subject of a formal grievance under the Grievance Procedure.

The Committee shall consist of not more than six (6) Employees (including President and Chief Steward or their designate).

The Committee shall meet once each month except for July and August at a mutually agreed time and place. If there is not enough business to conduct a meeting the Co-Chairs may cancel the meeting. Meetings may be held during July and August. Its members shall receive a notice and agenda of the meetings at least forty-eight (48) hours in advance of the meeting.

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of each meeting of the Committee shall be prepared by the Employer as promptly as possible after the close of the meeting. The Union, the CUPE National Representative, and Employer representatives shall each receive a copy of the draft minutes within seven (7) days following the meeting.

The Bargaining Committee

11.03 One (1) Bargaining Committee for CUPE Local 4186 shall consist of eight (8) Employees for the purpose of negotiating the renewal of this Agreement. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.

A member of the bargaining committee will not be required to report for work on full day(s) of negotiations and will suffer no loss in wages or benefits as a result of their attendance at such negotiations. If negotiations are scheduled for four (4) hours or less, the Employee will be released from work and will suffer no loss of wages or benefits for the time scheduled at negotiations and shall be considered time worked.

Within ten (10) working days of a request by the Union, the Employer shall make available information required for bargaining purposes.

Early Intervention and Return to Work Committee

- 11.04 (a) The Employer agrees there will be an Early Intervention and Return to Work Committee and the Local shall have two (2) representatives on the Committee.
- (b) This Committee shall meet to discuss trends in injuries and absences among the workers and work together toward a culture of improved Return to Work Accommodations and outcomes.

Joint Job Evaluation Committee

- 11.05 The Employer and the Union shall establish a Joint Job Evaluation Committee within ninety (90) days of the date affixed to this Agreement. The Committee shall be responsible to evaluate all new positions and any existing positions as in Schedule "A" that have been amended due to any significant change in responsibilities. This Committee shall ensure the maintenance of internal equity and the ongoing maintenance of the Pay Equity Plan as established by the parties. For the purpose of this Agreement, internal equity shall be defined as the utilization of a common tool to evaluate all positions within the Bargaining Unit. The parties agree that the job evaluation process will be maintained according to the terms of reference for Job Evaluation dated October 10th, 2003 or as modified from time to time by mutual agreement.

Professional Development Committee

- 11.06 A joint professional development committee with equal representation from Management and CUPE will be maintained for the sole purpose to review professional development opportunities and make recommendations for upcoming professional development sessions.

ARTICLE 12: RESOLUTIONS AND REPORTS OF THE EMPLOYER

- 12.01 Prior to Board meetings, the Employer shall post the agenda on the Board webpage. Where the Union expresses an interest in making representations to the Board on a given matter and is granted time to be heard, then the Employer will grant where necessary, time off work without loss of pay to the President and their designate for the purpose of making such representations.

ARTICLE 13: SENIORITY

(Reference paragraph C10.00 of Part A)

- 13.01 Seniority is defined as the length of continuous service from the first day of work with the Board or a predecessor board and shall be used in

determining preference priority for promotions, permanent transfers, demotions, layoffs, permanent reduction of the workforce and recall. Seniority shall operate exclusively within each of five (5) separate seniority lists; custodial and maintenance; professional support/secretarial and clerical; noon hour assistants/elementary school student supervisor; DECE; and ESL/LBS. All things being equal, seniority shall be determined through a draw.

- 13.02 The Employer will maintain a seniority list showing each Employee's name, their job classification and date of hire. By February 28th in each year, the Employer will email copies to all schools, post the list on all bulletin boards, the HR webpage of MyLDCSB and will send one (1) copy to the Union. Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting, at which time, the list shall be deemed to be accurate.
- 13.03 (a) An Employee shall be considered a probationary Employee until they have completed ninety (90) working days of service, after which time the Employee's name shall be placed on the appropriate seniority list as in Article 13.01 of this Agreement. Seniority shall date back to the first day of work. The discharge or termination of a probationary Employee will be at the discretion of the Employer and shall be deemed to be for just cause under this Agreement.
- (b) Upon mutual agreement of the Union and the Employer, the probationary period may be extended in writing.
- 13.04 An Employee who is absent from work due to illness, accident, layoff or approved leave of absence shall continue to accumulate seniority during the period of such absence up to a maximum of thirty-six (36) months after which time the Employee concerned will not continue to accumulate seniority.
- 13.05 Once an Employee attains permanent status; the permanent status, all seniority rights and the employment of an Employee shall cease only in the event of the following:
- (a) they resign in writing and does not withdraw within forty-eight (48) hours;
- (b) they are discharged and are not reinstated through the grievance or arbitration procedures;
- (c) they fail to return from leave of absence without notifying the Employer at least twenty-four (24) hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible;

- (d) they are absent from work without permission for more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the Employee's control;
- (e) they fail to report for work after a layoff not later than fourteen (14) calendar days after receiving notice of recall by registered mail to the last address of the Employee of which the Employer has recorded unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the Employee's control. An Employee is responsible for advising the Employer in writing of their address from time to time while they are on layoff;
- (f) they are laid off for a period longer than thirty-six (36) months;
- (g) they retire or are retired;
- (h) they are absent from work for a continuous period of thirty-six (36) months.

13.06 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside the bargaining unit, the Employee shall retain their seniority acquired at the date of leaving the unit, and for a further period of six (6) months, after which the Employee will not accumulate any further seniority. If such Employee later returns to the bargaining unit, they shall be placed in a job for which that Employee possesses the required skills, ability, experience and qualifications consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 14: JOB POSTING

14.01 (a) The successful applicant to a job posting will be placed on a trial period of up to twenty-five (25) working days. Conditional on satisfactory service, the successful applicant will be declared permanent at the conclusion of the trial period. In the event the Employer considers the service to be unsatisfactory, or if the Employee is unable to take the job on a permanent basis, the Employee will be returned to their former assignment without loss of seniority. The decision of the Employer or Employee shall be referred to the Union/Management Committee for discussion but shall not be subject to a difference or dispute between the parties and therefore shall not be arbitrable under this Agreement.

- (b) When a vacancy is created which the Employer determines to fill, such vacancy shall be posted on the first (1st) of the month and the fifteenth (15th) of the month, for five (5) working days setting forth the duties of the position, the school or other building involved, the rate of pay, the hours to be worked, and the qualification(s) thereof. Any Employee may apply for such position in writing within the posting period. Any vacancy may be temporarily filled pending a permanent placement. An Employee who is a successful applicant for the vacancy shall not be entitled to apply for any other vacancy with the same rate of pay and the same number of hours of work, and in the same job classification, for a period of six (6) months.
 - (c) For the purposes of Article 14.01 (b) of the Collective Agreement, the Employer may increase the daily hours of work of a permanent position by up to one (1) hour from the original posted hours without creating a vacancy. The number of hours regularly assigned to a position on September 1, 2004 will be deemed to be the posted hours for the purpose of introducing this provision.
 - (d) Appointment from within the bargaining unit to a vacant position shall be made within twenty-one (21) working days from the closing of the posting and will be filled within twenty-one (21) calendar days of the appointment unless otherwise mutually agreed by the parties.
 - (e) Where an Employee is on a fifty-two (52) week statutory pregnancy/parental leave of absence, such position shall be posted internally and available as a temporary assignment. The position left vacant by the successful applicant shall be filled on a temporary basis and available to such successful applicant upon the return of the Employee on the pregnancy/parental leave.
- 14.02 (a) Where an Employee applies to a posted position, the Employer shall consider the following two (2) factors in determining which Employee is to be selected:
- i. relative seniority of the applicants; and
 - ii. the requirements and efficiency of operations and ability, knowledge, training, aptitude and skills of the applicant to do the job.

When in the judgment of the Employer, which shall not be exercised in an unfair manner, factor (ii) is relatively equal as between two (2) or more applicants, seniority shall govern. The Employer and Union agree that in determining whether the applicants are “relatively equal” when the process is applied, a point differential of less than ten (10), based on one hundred (100) points, will be decided in

favour of the senior applicant, subject to the assessment of (ii) above. If there is not an Employee selected, the Employer may hire from outside the bargaining unit.

- (b) Where considering applicants to a vacant position an Employee already performing the same job in a different location shall be deemed “qualified”. Where there is a need for a specific certification in a job posting, Employees not possessing that certification but already performing the job, shall be deemed qualified.
- (c) Prior to the first day of work in the new assignment, such applicant shall meet with the supervisor to discuss the role outline, the performance expectations, and the assessment process that will be used in the twenty-five (25) working day trial period.
- (d) The parties agree that the successful applicant shall not apply to another posting during their twenty-five (25) working day trial period or prior to returning to their former position.

- 14.03 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and to the Union.
- 14.04 No outside applicant for any vacancy shall be hired until the applications of the present Employees in the bargaining unit have been fully processed. The Employer shall provide the Union with a list of all internal applicants to all job postings.
- 14.05 Whenever the Employer creates a new position in this bargaining unit, it will prepare and send a job description to the Secretary of the Union at least ten (10) days prior to the posting of the position.
- 14.06 Should an employee be absent from work due to illness or disability for a period in excess of 24 months and the employer elects to fill the position, the position will be posted.
- 14.07 In the event that the Employer undertakes to withdraw a posted vacancy, the reason for such withdrawal shall be shared with the Union.
- 14.08 In the case where circumstances within the workplace require an employee to move for safety reasons, the parties agree to meet to determine a resolution that is least disruptive.
- 14.09 The Employer agrees not to hold back, for any duration, any “known vacancies” mentioned above in order to populate them later.

- 14.10 The following processes will apply in the event that there is an existing 0.5 FTE midday position at a school, an additional 0.5 FTE position is assigned to that school and the school/Board wishes to combine the midday position with the additional hours to create a 1.0 FTE position at the school:
- (a) If the additional hours are being assigned to the school prior to the commencement of a school year (effective for the start of the following school year) or if the additional hours are being added effective following the commencement of the school year and up to and including the day prior to the Christmas break then the 1.0 FTE (the combined FTE) position will be posted and filled pursuant to the provisions of the Collective Agreement. In the event the incumbent in the existing 0.5 FTE midday position is not the successful applicant (or chooses not to apply) then they shall be declared surplus pursuant to the provisions of the Collective Agreement.
 - (b) If the additional hours are being added effective the day following the Christmas break and up to the conclusion of the school year then the 1.0 FTE (the combined FTE) position will be first offered to the person in the existing midday 0.5 FTE position. If they are interested and accept the position, then they will become a 1.0 FTE employee. However, effective for the commencement of the following school year, that new 1.0 FTE position will be posted and filled pursuant to the provisions of the Collective Agreement. Prior to the position being posted, the incumbent shall be declared surplus pursuant to the provisions of the Collective Agreement.

POSTINGS and SURPLUS for May to September

- 14.11 On Monday, May 1st of each year, or on the last Monday in April in the event May 1st is not a Monday, where employees are being declared surplus due to a reduction in hours or positions at a school, a notice of surplus status will be provided to the least senior person(s) in the position at the particular school. There is no option for a more senior employee to self-declare that they are willing to be declared surplus in place of the least senior person(s).
- (a) During Postings 1 through 4-5 below, any employee who secured a permanent part-time position effective at the start of, or within, that current school year shall be ineligible to increase their FTE (full-time equivalent status) through the posting process. Such employees will be eligible to increase their FTE starting with Posting #6 below.
 - (b) Postings with a start date prior to the following school year and those for the following school year will be posted at the same time following the timeframes set out in Article 14.11.

- i. Postings with a start date prior to the following school year, or with the start date being the Monday prior to the start of the school year as with Elementary Secretaries will be identified as such and each posting will include language that confirms that the provisions of Art. 14 will apply as it relates to the requirement of a 25 day trial period, a six (6) month limitation on posting to other vacancies at the same rate and number of hours and the same classification, the ability to increase the FTE and no ability to self-declare surplus the following May.
 - ii. Postings for the following school year will be identified as such and each posting will include language that confirms that the provisions of the Memorandum of Agreement will apply in its entirety.
- (c) On Monday, May 1st each year, or on the last Monday in April in the event May 1st is not a Monday, the Human Resources Department will post all known vacancies for the following school year. This posting (Posting #1) will be open to all employees, including those who posted in the last six (6) months and those employees who are declared surplus under the previous paragraph above.
- (d) On the Monday two weeks after Posting #1, the Human Resources Department will post all known vacancies for the following school year. This posting (Posting #2) will be open to all employees.
- (e) On the Monday two weeks after Posting #2, (or on the following day in the event the Monday is a statutory holiday), the Human Resources Department will post all known vacancies for the following school year. This posting (Posting #3) will be open to all employees.
- (f) On the Monday two weeks after Posting #3, the Human Resources Department will post all known vacancies for the following school year. This posting (Posting #4) will be open to all employees.
- (g) On the Monday two weeks after Posting #4, the Human Resources Department will post all known vacancies for the following school year, including reposting any vacant positions not filled through Postings 1 through 4. This posting (Posting #5) will be open to all employees.
- (h) On the Monday two weeks after Posting #5 (or as soon as the results are decided for all vacancies posted in Posting #5, if earlier) each year, the Human Resources Department will contact any employees who continue to be surplus for the following school year.

- i. Such employees will be contacted in order of seniority and offered the option of either being placed into a known vacancy for the next school year, which remains vacant after the results of Posting #5 above, including positions that are vacant as a result of Posting #5 results or positions that become known to be vacant after Posting #5; OR bump the least senior employee in the same position at another school provided there is an employee identified to be bumped who is less senior than the employee who remains surplus.
 - ii. The surplus employee who is contacted must provide their answer to the Human Resources Department as soon as possible but no later than forty-eight (48) hours after being contacted.
 - iii. This process will be repeated until all surplus employees are placed or until the surplus employees remaining have no one less senior to bump and/or no vacancies remain.
- (i) On August 15th each year, after the conclusion of the process above (or on such date agreed to by the parties), the Human Resources Department will post all remaining known vacancies for the following school year. This posting (Posting #6) will be open to all employees, including those who wish to increase their FTE status but excluding those employees who successfully posted into a new position as part of Postings #1 through #5 or those employees placed into a new position as a result of the process provided for above. Posting #6 will be completed by the end of August.
 - (j) The 25 day trial period referenced under Article 14.01 a) will only be available to those employees who secure a position from Posting #6 and these individuals will be restricted from applying for any vacancy for a period of six (6) months from the start of the assignment as set out in 14.01 b).
 - (k) Those who secure a position from Postings #1 to #5 do not have access to the 25 day trial period under 14.01 a) and will be eligible to post for any vacancy including within a six (6) month period from the start of the assignment and will have the option of being declared surplus on Monday, May 1, or on the last Monday in April in the event May 1st is not a Monday, of that school year.

Surplus after the commencement of school year

- 14.12 (a) In the event work assigned to a position is temporarily unavailable but is anticipated to be available later that school year, the employee in that position will be assigned to perform work temporarily in the

same position within the same school/workplace if such work is available. If such work is not available, then the employee shall be offered any available temporary work in the same position in another school. If the employee declines such work or such temporary work in the same position is not available at another location, then the employee will be declared surplus.

- (b) For any employee with ten (10) or more years seniority declared surplus after the commencement of school in September each year;
 - i. In order of seniority an employee would have the option to choose a known vacancy for the same position or bump the least senior employee in the same position at another school provided the employee being bumped has less than ten (10) years seniority.

- (c) For any employee with less than ten (10) years seniority declared surplus after the commencement of school in September each year;
 - i. If there are known vacancies for the same position in the same *'geographic area', in order of seniority an employee shall choose such a vacancy either inside or outside their *'geographic area'.

 - ii. In the event there are no known vacancies for the same position in the same *'geographic area' then the employee would have the option to bump the least senior employee in the same position within the same *'geographic area' provided there is an employee to be bumped who is less senior and that has the same or greater FTE than the surplus employee's previous position, or choose a lesser FTE if the employee is prepared to accept a reduction in their FTE, than the employee who is surplus.

 - iii. In the event there are no known vacancies available for the same position and no employee in the same position with less seniority to bump in their *'geographic area', in order of seniority an employee will select a position with the same number of hours or greater on or near the bottom of the seniority list and have a choice to bump (provided there is an employee to be bumped who is less senior than the employee who is surplus) one of these bottom three (3) positions on the seniority list that have the same or greater FTE than their previous position, or choose a lesser FTE if the employee is prepared to accept a reduction in their FTE.

 - iv. These options above can be made in either circumstance permanently or until the end of that school year. If choosing

an assignment until the end of the year, the Board will confirm with the employee's official notice of surplus as of Monday, May 1st, or on the last Monday in April in the event May 1st is not a Monday. In the event an employee does not indicate in either circumstance whether they elect to accept such a position permanently or until the end of that school year then the employee will be deemed to have elected to accept such a position permanently. The Union will be advised of the election such employees have made or have been deemed to have made.

* For the purpose of this process, the 'geographic area' shall mean either London, Oxford County, Elgin County or Middlesex County.

- (d) When employees are to be declared surplus under this section, there is no option for a more senior employee to self-declare that they are willing to be declared surplus. If an employee is bumped under this process, they shall have no right to recall to the originating position they were bumped from.
- (e) The steps listed above are sequential. If there is more than one surplus employee, any such surplus employees will be dealt with in order of seniority.
- (f) In respect of the dates provided for above, if any of the dates listed (excluding dates in July and August) fall on a non-school day then the date shall be extended to the following school day.

ARTICLE 15: GRIEVANCE PROCEDURE

- 15.01
- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible. A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any Employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
 - (b) All meetings at which grievances are processed shall be held in camera.
 - (c) Employees who are covered by this Agreement shall be required to follow the procedures as laid down in Article 15. An Employee shall not appeal directly to any trustee or official of the Employer or the media.

- (d) Subsequent to discussion of any such complaint at the Union/Management Committee, a complaint on safety, which alleges a violation of the Collective Agreement, may be submitted to Step 2 of the Grievance Procedure.

Step 1:

- 15.02 In the event of a complaint by an Employee, they shall discuss the matter with their immediate supervisor, within and not after ten (10) working days from the date at which the Employee becomes aware or ought to have become aware of the incident or circumstances giving rise to the complaint.

Step 2:

- 15.03 If the discussion with the immediate supervisor does not resolve the matter, then within twenty (20) working days from the date of the discussion in Article 15.02 above, the Employee may submit a grievance adhering to the following procedure.

- (a) A grievance when submitted shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the complaint was discussed with the immediate supervisor, and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
- (b) The grievance shall be signed by the Employee and a steward.
- (c) The grievance shall be submitted by a steward to the Labour Relations Officer.
- (d) The Labour Relations Officer or their designate shall, within ten (10) working days from the date of the grievance being received, or the next pre-scheduled meeting, meet with the Employee and their representative and others necessary in efforts to resolve the outstanding issue.
- (e) A written response shall be provided to the Employee and their representative within ten (10) working days of the meeting in clause 15.03 (d) above.

Step 3:

- 15.04 (a) In the event that the issue discussed at Step 2 has not been resolved to the Employee's satisfaction, then within ten (10) working days from the date of the written response in clause 15.03 (e) above, the Employee may refer the matter in writing to the Superintendent of Human Resources or designate.

- (b) Within ten (10) working days from the date the grievance is received, or the next pre-scheduled meeting date, the Superintendent of Human Resources or their designate shall meet with the Employee and their representative and others necessary in efforts to resolve the outstanding issue.
- (c) A written response shall be provided to the Employee and their representative within ten (10) working days of the meeting in clause 15.04 (b).

Policy Grievance

- 15.05 (a) A Union policy grievance is defined as an alleged violation of this Agreement concerning all or a substantial number of the Employees in the bargaining unit and which an individual Employee could not grieve.
- (b) The policy grievance may be filed by the Chief Steward or their designate to the Superintendent of Human Resources or their designate at Step 3 of the Grievance Procedure at any time within fifteen (15) working days after the circumstances giving rise to such grievance occurred or originated.
- (c) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Employer representative(s) and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
- (d) Within ten (10) working days from the date of the grievance being received, or the next pre-scheduled meeting date the Union President, the Chief Steward, and one other elected or appointed officer of the Union shall meet with the Superintendent of Human Resources or designate in efforts to resolve the outstanding issue.
- (e) A written response shall be provided to the Union within ten (10) working days of the meeting in clause 15.05 (d).
- 15.06 (a) A policy grievance of the Board shall be in writing and may be initiated by the Superintendent of Human Resources or their designate by delivering the grievance to the President of the Union.
- (b) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Union representatives and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.

- (c) Within ten (10) working days of the grievance being received, the President, the Chief Steward, and one (1) other elected or appointed officer of the Union, shall meet with the Superintendent of Human Resources or designate, to discuss the grievance.
- (d) A written response shall be provided to the Superintendent of Human Resources or designate within ten (10) working days of the meeting in 15.06 (c).

- 15.07 In no event shall the Employer be required to consider any grievance, which, in respect to the incident giving rise to the grievance has previously been settled on its merits under the grievance or arbitration procedures.
- 15.08 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

Group Grievance

- 15.09 Where two (2) or more Employees have the same/similar grievance it may be considered a group grievance and processed at Step 2.

Mediation

- 15.10 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Article 16 below, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievances. The parties will share equally the fees and expenses, if any, of the mediator. The parties agree to meet quarterly, if needed and with an agreed upon Mediator.

ARTICLE 16: ARBITRATION

- 16.01 No matter may be submitted to arbitration that has not been properly carried through all previous steps of the grievance procedure.
- 16.02 If a grievance is not settled under Article 15.04 above, the Union may submit the matter to arbitration within twenty (20) working days from the date of the Employer's written response at Step 3 and following notification to the Superintendent of Human Resources or their designate.
- 16.03 The Board of Arbitration shall be composed of a single Arbitrator. The Arbitrator shall be jointly chosen by CUPE and the Employer.
- 16.04 If either party to this Agreement fails to agree on the appointment within fifteen (15) working days, the appointment shall be made by the Minister

of Labour of the Province of Ontario upon the written request of either party.

- 16.05 The decision of the Arbitrator shall be binding on both parties.
- 16.06 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 16.07 Each party shall bear equally the cost of the Arbitrator.

ARTICLE 17: REDUNDANCY AND LAYOFF
(Reference Letter of Understanding #3 of Part A.)

- 17.01 Both parties recognize that job security should increase in proportion to length of service. In the event of a layoff, Employees shall be laid off, in the reverse order of seniority, subject to Employees having the necessary experience, skills, ability and qualifications to perform the available work. Seniority shall operate exclusively within each of the five (5) separate seniority lists.

For further clarity, the provisions of the MacDowell Award dated December 18, 2014 will be applied which is included as Letter of Agreement 'V'.

- 17.02 A layoff is defined as suitable work, which is not available for the Employee as the result of a reduction in the workforce or a reduction in the hours of work.
- 17.03 An Employee whose assigned position is declared redundant or is reduced in hours may be assigned by the Employer to an equally rated position for which the Employee has the necessary skills, experience, ability and qualifications subject to mutual agreement between the Union, the Employee and the Employer.

Failing agreement, the affected Employee may bump an Employee with less seniority in the affected seniority list provided that the Employee exercising the right is skilled, abled, experienced and qualified to perform the work of the Employee with less seniority.

In the event that suitable work is not available for the Employee, the Employee will be given notice of layoff.

- 17.04 The Employer shall notify an Employee who is to be laid off work ninety (90) calendar days prior to the effective date of layoff. If the Employee

has not had the opportunity to work the days as provided in this Article, they will be paid for the days for which work was not made available.

- 17.05 The Employee in receipt of notice of layoff shall indicate their intent to bump in writing within forty-eight (48) hours from the date of the notice received. Declarations received after that time will be considered invalid.
- 17.06 In the event of a layoff, the Employer shall first layoff all temporary Employees and then probationary Employees within the established seniority list(s).
- 17.07 A grievance concerning layoff may be taken up at Step 3 of the Grievance Procedure.
- 17.08 The Employer agrees to pay the Employer's portion of the Group Insurance Plans premiums for a period not to exceed three (3) months for eligible Employees who were covered with a benefits plan and who are laid off subject to the provisions of the applicable plan.

ARTICLE 18: RECALL

- 18.01 When a vacancy occurs which the Employer elects to fill, Employees on the recall list shall be notified by registered mail to the last reported address of the Employee.
- 18.02 Employees on layoff shall be recalled to available permanent position(s) from the recall list on the basis of seniority provided the Employee has the experience, skills, ability and qualifications to do the available work. Available permanent position(s) for the sole purpose of recall rights as per this article shall mean, positions that were posted but had no successful permanent applicants.
- 18.03 No new Employee shall be hired until every person on layoff from the affected seniority list has been given the opportunity of recall, subject to such person having the necessary experience, skills, ability and qualifications to perform the available work.
- 18.04 An Employee subject to recall shall be given a maximum of three (3) opportunities to accept a position, after which, the Employee loses their recall rights. Should an Employee decline an opportunity for recall, an explanation satisfactory to the Employer and the Union is required.
- 18.05 A grievance concerning this recall procedure may be taken up at Step 3 of the Grievance Procedure as in Article 15.

ARTICLE 19: DISCHARGE, SUSPENSION AND DISCIPLINE

- 19.01 (a) A permanent Employee may be discharged only upon the authority of the Superintendent of Human Resources or their designate. An Employee's principal or immediate supervisor or their designate may suspend an Employee. Such Employee, the Union Secretary, President, Chief Steward and the CUPE National Representative shall be advised immediately in writing of the reason for such suspension and/or discharge.
- (b) A grievance concerning the discharge of an Employee may be taken up at Step 3 of the grievance procedure.
- 19.02 Any Employee discharged under Article 19 shall be provided with thirty (30) days written notice or pay-in-lieu thereof.
- 19.03 In cases of discharge, the burden of proof of just cause shall rest with the Employer provided the Employee has seniority rights.
- 19.04 (a) Any Employee covered by this Agreement called to appear before their immediate supervisor or their designate for disciplinary purposes, shall be notified about the meeting at least twenty-four (24) hours in advance of the scheduled meeting and nature thereof.
- (b) The President and Chief Steward or their designate(s) shall be notified in writing at least twenty-four (24) hours in advance of the scheduled meeting of any meetings for disciplinary purposes and the nature thereof.
- 19.05 Every Employee shall be notified of the name of their immediate supervisor or supervisors upon being assigned to their new worksite.
- 19.06 Any Employee covered by this Agreement called to appear before their immediate supervisor or their designate for disciplinary action shall have their steward present.
- 19.07 The Employer agrees to forward to an Employee any written discipline pertaining to such Employee. A copy of such discipline will also be provided to the President and Chief Steward.
- 19.08 Letters of discipline for any offenses, which if not repeated within an eighteen (18) month period, will be removed from the Employee's personnel file.

ARTICLE 20: PERSONNEL FILES

- 20.01 In accordance with the Municipal Freedom of Information and Protection of Privacy Act, an Employee shall have access during normal business hours to their personnel file by making an appointment with Human Resources. An Employer representative shall be present when an Employee reviews the file. The Employee may be accompanied by a Union representative if the Employee requests. An Employee shall have the right to make copies of any material(s) contained in their personnel file at the time of viewing the file. Any disagreement will be referred to the Labour Relations Officer or their designate for discussion.

ARTICLE 21: HOURS OF WORK

There shall be no scheduling of split shifts for the classifications mentioned below.

Noon Hour Assistants

- 21.01 The regular workday shall be those day(s) when students are scheduled to be in school. The daily hours for the Noon Hour Assistants shall be the normal lunch break at each school with at least one (1) hour remuneration and no more than two (2) hours remuneration in accordance with Schedule "A". Notwithstanding Article 27, the pay shall include vacation pay in lieu in accordance with statutory limitations. The provisions of Article 29 shall not apply. Noon Hour Assistants shall not be eligible to qualify for any benefits as set out in Article 29.

Twelve-Month Employees (Except Custodial and Maintenance)

- 21.02 (a) The regular work week for full-time Employees shall consist of five (5) days, Monday to Friday, the daily hours of which are scheduled by the Employer between 7:30 a.m. and 5:00 p.m.
- (b) Notwithstanding clause 21.02 (a) above, the regular work week for full-time Employees in the Adult and Continuing Education Program shall consist of five (5) days Monday to Friday, the daily hours of which are scheduled by the Employer between 7:30 a.m. and 9:00 p.m. Notwithstanding 21.02 (d) full time employees who are scheduled workdays that begin after 12:00 noon shall work a seven hour day which includes a one-half (½) hour paid lunch break.
- (c) Notwithstanding 21.02 (a) above, the daily hours for the position(s) of CIRT Secretary shall be between 7:30 a.m. and 6:00 p.m. and shall be scheduled by the Employer.
- (d) The regular workday for full-time Employees shall be seven (7) hours, exclusive of an unpaid lunch break. An Employee shall be entitled to one (1) hour uninterrupted lunch break, from all work

duties, as mutually scheduled between the Employer and the Employee, approximately halfway through the workday.

- (e) The daily hours for the position of Computer Support Technician shall be between 7:00 a.m. and 5:00 p.m. (total of eight (8) hours) and shall be scheduled by the Employer. A Computer Support Technician shall be entitled to one (1) hour uninterrupted lunch break, from all work duties, as mutually scheduled between the Employer and the Employee, approximately halfway through the workday.
- (f) Each full-time Employee shall be entitled to a fifteen (15) minute paid rest period in each half of their regular work day. The rest break(s) shall be mutually scheduled between the Employee and the Employer.
- (g) For the period beginning the Monday following Canada Day to the Friday immediately preceding Labour Day, inclusive, a regular work week shall be scheduled between Monday and Friday by the Employer to allow Employees to leave each Friday afternoon at 1:00 p.m. The Employee shall work seven and one-half (7 ½) hours exclusive of a one-half (1/2) hour unpaid lunch break on each of the Monday to Thursday in each work week. The time spent on Friday shall contain no lunch break. The August Paid Holiday shall be considered a seven (7) hour day.
- (h) The provisions of clause 21.02 (g) above shall not apply to Employees in the bargaining unit who are scheduled to work in the Adult and Continuing Education Program during the months of July and August.
- (i) When an Employee replaces an Employee in a position of a higher paying category, they shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Custodians

- 21.03
- (a) The regular work week for full-time day custodians shall consist of five (5) days per week, Monday to Friday inclusive, the daily hours of which are scheduled by the Employer no earlier than 6:00 a.m. and finishing no later than 5:30 p.m. in the secondary schools and no earlier than 7:00 a.m. and finishing no later than 5:30 p.m. in the elementary schools.
 - (b) The regular workday for full-time custodians shall be eight (8) hours exclusive of an unpaid uninterrupted one (1) hour lunch break to be scheduled by the Employer. No eight (8) hours of work shall spread

over a longer period than nine (9) hours including an unpaid lunch break.

- (c) Notwithstanding 21.03 (b) above, full-time Employees scheduled to begin an eight (8) hour workday after 12:00 noon shall have a one-half (1/2) hour paid lunch break included in the eight (8) hour shift and shall finish their shift no later than 10:30 p.m. Monday to Thursday and no later than 9:00 p.m. on Fridays.
- (d) Each full-time Employee shall be entitled to a fifteen (15) minute paid rest period in each half of their regular work day. The rest break(s) shall be mutually scheduled between the Employee and the Employer.
- (e) For the period beginning the Monday following Canada Day to the Friday immediately preceding Labour Day, inclusive, and during March Break, hours will be scheduled by the Employer to allow a four day work week between Monday and Friday, with each working day being of ten (10) hours in duration exclusive of an unpaid lunch break of one-half (1/2) hour or for the period above, hours between 7:00 a.m. and 4:00 p.m. with a one-half (1/2) hour unpaid lunch break from Monday to Thursday and Friday between 7:00 a.m. and 1:00 p.m. with no lunch break. These hours shall not apply if a Paid Holiday(s) falls in any work week.
- (f) Notwithstanding the provisions of Article 25, an Employee who works less than eight (8) hours per day may, at the Employer's request, be permitted to work to a maximum of eight (8) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the Employee's regular rate of pay. The Employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:
 - i. Availability of any Employee permanently assigned to the location.
 - ii. Seniority.
 - iii. Permanent/probationary Employees shall be given preference over temporary Employees.

Such additional hours will only apply to the calculation of vacation credits and not to benefits.

- (g) When an Employee replaces an Employee in a position of a higher paying category, they shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Maintenance

- 21.04
- (a) Maintenance staff shall work five (5) days per week, Monday to Friday, inclusive. The normal workday for full-time Employees shall consist of eight (8) hours. The normal working hours shall be between 7:00 a.m. finishing not later than 5:30 p.m. and shall be scheduled by the Employer. No eight (8) hour period of work shall be spread over a longer period than eight and one-half (8 ½) hours including an unpaid uninterrupted lunch break of one-half (1/2) hour.
 - (b) Each full-time Employee shall be entitled to a fifteen (15) minute paid rest period in each half of their regular work day. The rest break(s) shall be mutually scheduled between the Employee and the Employer.
 - (c) Notwithstanding the provisions of Article 25, an Employee who works less than eight (8) hours per day may, at the Employer's request, be permitted to work to a maximum of eight (8) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the Employee's regular rate of pay. The Employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:
 - i. Skill, ability, qualifications and experience required for the work.
 - ii. Availability of any Employee permanently assigned to the location.
 - iii. Seniority.
 - iv. Permanent/probationary Employees shall be given preference over temporary Employees.

Such additional hours will only apply to the calculation of vacation credits and not to benefits.
 - (d) For the period beginning the Monday following Canada Day to the Friday immediately preceding Labour Day, inclusive, and during March Break, hours will be scheduled by the Employer to allow a four day work week between Monday and Friday, with each working day being of ten (10) hours in duration exclusive of an unpaid lunch break of one-half (1/2) hour or for the period above, hours between 7:00 a.m. and 4:00 p.m. with a one-half (1/2) hour unpaid lunch break from Monday to Thursday and Friday between 7:00 a.m. and 1:00 p.m. with no lunch break. These hours shall not apply if a Paid Holiday(s) falls in any work week.
 - (e) When an Employee replaces an Employee in a position of a higher paying category, they shall receive the rate of pay for that position if

such assignment is for a duration of one (1) full working day or more.

Ten-Month Employees

- 21.05
- (a) A ten month full-time Employee, except Cafeteria Assistants, shall work the number of days set out in the school calendar as approved by the Employer. Cafeteria Assistants shall work the days when students are scheduled for lunch in school. The Employer may require the Employee to work additional weekdays in the year, for which they shall be paid at their regular pay rate. Such additional work will be at the Employee's discretion.
 - (b) Notwithstanding 21.05 (a) above, the work year for an elementary secretary(s) and communication administrator(s) shall be the school year and the five (5) working days immediately preceding the first day of classes in September. Any scheduled PA day during this 5 working day period would be considered a work day and would be included in the 5 working days referenced previously in this article.
 - (c) The regular workday for full-time Employees as in Article 21.05 (a) above shall be seven (7) hours exclusive of an unpaid lunch break. An Employee shall be entitled to one (1) hour uninterrupted lunch break, from all work duties, as mutually scheduled between the Employer and the Employee, approximately halfway through the workday.
 - (d) The regular workweek for full-time Employees as in 21.05 (a) above shall consist of five (5) days, Monday to Friday, the daily hours of which are scheduled by the Employer between 7:30 a.m. and 5:00 p.m.
 - (e) Each full-time Employee shall be entitled to a fifteen (15) minute paid rest period in each half of their regular work day to be mutually scheduled between the Employee and the Employer.
 - (f) Each Employee in a position that is not normally required to work during March Break, July and August and the Christmas Break shall be issued a Record of Earnings for each break period in accordance with statutory limitations. The Record of Earnings shall indicate the return to work date. Such break period(s) shall not be deemed to be a break in service for the purpose of calculating seniority as in clause 13.01 (a) of Article 13.
 - (g) The Employees who are successful in summer school postings shall work the hours as outlined in Article 21.05 (d) above.
 - (h) Notwithstanding the provisions of Article 25, an Employee who works less than seven (7) hours per day may, at the Employer's

request, be permitted to work to the maximum of seven (7) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the Employee's regular rate of pay. The employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:

- i. Skill, ability, qualifications and experience required for the work.
- ii. Availability of any Employee permanently assigned to the location.
- iii. Seniority.
- iv. Permanent/probationary Employees shall be given preference over temporary Employees.

Such additional hours will only apply to the calculations of vacation credits and not to benefits.

- (i) When an Employee replaces an Employee in a position of a higher paying category, they shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Educational Assistants

- 21.06 (a) Notwithstanding clause 21.05 above, the regular work day for full-time Educational Assistants and Intervenors shall consist of seven (7) hours for Employees who work a seven (7) hour work day as of June 30, 2005, exclusive of an unpaid one-half (1/2) hour uninterrupted lunch break, five (5) days, Monday to Friday, the daily hours of which shall be scheduled by the Employer. The daily hours shall include attendance at meetings and other duties directly related to the responsibilities of the position. Educational Assistants agreeing to work beyond their regularly scheduled hours shall be paid their regular hourly wages for all hours worked. Overtime rates or premiums will not be triggered unless those hours are in excess of the weekly overtime threshold provided in the *Employment Standards Act 2000*.

Notwithstanding the above, any full time, seven (7) hour per day, Educational Assistant will be subject to the daily hours of work for any assignment which the seven (7) hour Educational Assistant voluntarily accepts.

- (b) Each full-time Employee shall be entitled to a fifteen (15) minute paid rest period in each half of their regular work day to be mutually scheduled between the Employer and the Employee.
- (c) Each Employee in a position that is not normally required to work during March Break, July and August and the Christmas Break shall be issued a Record of Earnings for each break period in accordance with statutory limitations. The Record of Earnings shall indicate the return to work date. Such break period(s) shall not be deemed to be a break in service for the purpose of calculating seniority as in clause 13.01 (a) of Article 13.
- (d) The Employees who are successful in summer school postings shall work the hours as outlined in Article 21.05 (d) above.
- (e) Notwithstanding the provisions of Article 25, an Employee who works less than seven (7) hours per day may, at the Employer's request, be permitted to work to the maximum of seven (7) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the Employee's regular rate of pay. The Employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:
 - i. Skill, ability, qualifications and experience required for the work.
 - ii. Availability of any Employee permanently assigned to the location.
 - iii. Seniority.
 - iv. Permanent/probationary Employees shall be given preference over temporary Employees.

Such additional hours will only apply to the calculations of vacation credits and not to benefits.

- (f) When an Employee replaces an Employee in a position of a higher paying category, they shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Designated Early Childhood Educators

- 21.07 (a) The normal workday for Designated Early Childhood Educators shall be scheduled between the hours of 6:30 a.m., and 6:30 p.m., with a total elapsed time exclusive of the unpaid uninterrupted lunch period not to exceed seven (7) consecutive hours. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community and Board

office, as required. For purposes of clarification school community shall be as defined in Board policies and procedures.

- (b) The normal work week for full-time Designated Early Childhood Educators, shall be no less than thirty-five (35) hours per week and shall consist of five (5) days, seven (7) hours each Monday to Friday inclusive. The minimum work year for Designated Early Childhood Educators shall be the school year.
- (c) Designated Early Childhood Educators, including part-time and casual, who are directed by the Board to attend Professional Development shall be paid for the time.
- (d) An unpaid uninterrupted lunch period of one half ($\frac{1}{2}$) hour will be mutually scheduled between the site supervisor and the employee approximately halfway through the workday.
- (e) Designated Early Childhood Educators may be assigned to supervise students at various times including arrival, dismissal, noon hour and recess yard duty.

ARTICLE 22: INCLEMENT WEATHER

- 22.01 If because of inclement weather conditions, any Employee is unable to reach their place of employment, such Employee affected shall contact their immediate supervisor or designate. The supervisor or designate may assign an alternate work location.

Where no suitable alternate work is determined by the immediate supervisor or their designate, the Employee shall be allowed leave of absence without loss of pay.

ARTICLE 23: JOB CLASSIFICATION / RECLASSIFICATION

- 23.01 It is agreed that significant changes to position responsibilities and newly created positions in this bargaining unit will be evaluated by the Joint Job Evaluation Committee in accordance with Article 11.05. A job evaluation reconsideration request may be submitted to the Joint Job Evaluation Committee by the Employer, the Union, or the incumbent.
- 23.02 In the event the Committee is not able to reach agreement on the classification and pay rate for the position, the Union may file a policy grievance in accordance with Article 15.

It is agreed that any Arbitrator dealing with such a grievance will be limited in jurisdiction to the following:

- (i) a determination whether a significant change in job duties and responsibilities has occurred since the date of this Agreement, and if so, a further determination of the Appropriate Group based on the existing Salary Groups as set out in Article 38.01. There will be no authority to create a new Grouping by arbitration
- 23.03 The Employer agrees to prepare job descriptions for all positions for which the Union is the bargaining agent. Copies of such job descriptions will be provided to the Union.

ARTICLE 24: JOB ACCOMMODATION

- 24.01 Subject to documentation satisfactory to the Employer from a physician or licensed practitioner, an Employee who, due to partial or temporary disability, is unable to perform their regular duties, shall be given preference for such other work as may be available and for which they are able to perform. The rate of pay shall be determined in consultation with the parties.
- 24.02 The Employer may request additional documentation from a physician or other licensed practitioner of their choice prior to any job accommodation. Costs of such request shall be borne by the Employer. A copy of the results shall be made available to the Employer with the written consent of the Employee.
- 24.03 In such cases, Article 19 shall not apply.
- 24.04 (a) The parties agree that modified/rehabilitation programs make a valuable contribution to a rapid safe recovery after an illness or injury has occurred. The parties agree to take a collaborative approach to supporting ill or injured workers regardless if the illness was work related.
- (b) When the Employer is aware of a modified/rehabilitative work situation, the Employer shall notify the Union President and Chief Steward to coordinate a time to meet to plan the employee's return.

ARTICLE 25: OVERTIME

- 25.01 All overtime must be pre-approved by the Employee's immediate supervisor or their designate.
- 25.02 Overtime shall be paid for all hours worked in excess of the Employee's regularly scheduled daily hours at the rate of one (1) and one-half (1/2) times the Employee's basic rate.

- 25.03 The parties agree that the performance of overtime shall be on a voluntary basis except where such overtime results from an emergency. An emergency is defined as a work occurrence resulting from a mechanical breakdown, property damage, flooding, vandalism or police calls.
- 25.04 Where an Employee is required to work more than two (2) hours overtime beyond the end of their scheduled regular daily hours they shall be entitled to up to a one (1) hour unpaid dinner break at the discretion of the Employee.
- 25.05 An Employee who is required to work more than two (2) hours of overtime immediately before or following their regularly scheduled hours of work, without notification of the requirement to work such overtime prior to the end of their previous regularly scheduled shift, shall be reimbursed for the cost of one (1) meal to a maximum of ten dollars (\$10.00).
- 25.06 If an Employee is required to work on a Paid Holiday, Saturday or Sunday, they shall be paid two (2) times their basic rate in addition to receiving their holiday pay if applicable.
- 25.07 The Employer agrees that it is the intent of this Article that the Employees will not be laid off or sent home before completing their normal scheduled work period for the sole purpose of avoiding the requirement to pay overtime rates of pay for hours already worked on the same day.
- 25.08 If there is a block of hours to be scheduled on a regular basis, there shall be no overtime for Employees until such work is offered to Employees on lay-off who are able, skilled, qualified, experienced and available to perform the work.
- 25.09 An Employee who works overtime shall receive payment for overtime hours worked in accordance with the pay schedules as in Article 38.01.
- 25.10 An Employee who is called back to work outside of their regular working hours shall be paid a minimum of two (2) hours at double time. They shall be paid from the time they leave their home to report for duty until they arrive back upon proceeding directly from work.
- 25.11 (a) Overtime shall be made available to custodians and maintenance Employees in this bargaining unit on a seniority basis within their work location on a rotational basis, subject to them having the skills, experience and ability to perform the work required.
- (b) In the event that no custodian or maintenance Employee is available and/or is willing to accept the overtime at the work location, the Employer shall offer overtime on a seniority basis to custodians and

maintenance Employees in this bargaining unit from other work locations on a rotational basis, subject to them having the skills, experience and ability to perform the work required.

- 25.12 All time worked in excess of the employee's normal workday or on a weekend shall be compensated at the appropriate overtime rate as per article 25.02 and 25.06. An employee may request time off, at straight time, in lieu of payment, however such time off must be taken within three (3) months of working the overtime and approved by the supervisor. Should the lieu time not be used within the three (3) months of working it, the time shall be paid out at the applicable overtime rate of pay.

ARTICLE 26: PAID HOLIDAYS

- 26.01 For twelve (12) month Employees, the following Paid Holidays shall be recognized:

New Year's Day	Victoria Day
Labour Day	Civic Holiday
Good Friday	Easter Monday
Thanksgiving Day	Christmas Day
Boxing Day	Canada Day
Family Day	
One-half (1/2) day before Christmas Day	
The first working day following Boxing Day	
One-half (1/2) day before New Year's Day	

- 26.02 For ten (10) month Employees, the following Paid Holidays shall be recognized:

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

And any other statutory holiday that the federal or provincial government declares.

- 26.03 Where any of the Paid Holidays fall on what would otherwise be a regular working day, an Employee shall receive payment for such Holidays based on their regular current hourly rate multiplied by the number of hours they would normally have worked on such day subject to the following conditions:

- (a) An Employee must work their scheduled regular day of work immediately preceding and their scheduled regular day of work

immediately following such Paid Holiday, unless absent with permission of the Employer.

- (b) If an Employee works on one of the above named Paid Holidays, they will receive payment double the Employee's basic rate for the time actually worked by him/her, in addition to receiving their Holiday pay.
- (c) An Employee working less than twenty-four (24) hours per week will be paid for the Paid Holidays as in Article 26 in the ratio which the number of hours per week worked bear to the full-time hours in that job classification. All other conditions as in 26.03 (a) and (b) above shall apply.

- 26.04 Where any of the said Public Holidays fall on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be a Holiday for the purpose of this Agreement unless otherwise agreed.
- 26.05 Holidays to be celebrated during the Christmas break shall be determined by the Employer and discussed at the Union/Management Committee.
- 26.06 If a Paid Holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time to be mutually scheduled by the Employee and the Employer.
- 26.07 If a Paid Holiday falls or is observed on a day when the Employee is not scheduled to work, they shall be paid for the hours, which they would otherwise have worked.
- 26.08 In the event that a religious Holy Day for a member of a religious faith other than a Latin Rite Catholic falls on a working day, the Employee shall be granted a leave of absence of up to two (2) days in any calendar year with no loss of pay or benefits. Such request may be granted with the approval of their immediate supervisor or their designate.
- 26.09 In the event the school board has a shutdown period, employees will be assigned to work on the days that are not designated as paid holidays. Ten (10) month employees shall only have access to this language during the regular school year.

ARTICLE 27: VACATIONS

- 27.01 Employees shall receive vacation entitlement and vacation pay in accordance with their credited service as of July 01 in any year as follows:

Years of Continuous Service Prior to July 1 in any year	Weeks of Vacation Earned (12 Month Employees)	Vacation Pay (10 Month Employees)
12 months to < 2 years	2	4%
2 years to < 8 years	3	6%
8 years to < 17 years	4	8%
17 years to < 25 years	5	10%
25 years and greater	6	12%

- 27.02 An Employee's vacation shall be taken in the year in which it is earned and shall not be carried forward to the following year except with the Employer's consent which shall not be unreasonably withheld. The maximum amount that can be carried over beyond June 30 of each year shall not exceed ten (10) days. The efficient operation of the Employer's schools and business shall be considered first in arranging vacations.
- 27.03 Employees, as appropriate, will be allowed to utilize their vacation entitlement during July, August, Christmas break or March break during the vacation year or at other periods of time requested and upon approval of their immediate supervisor or their designate. The Employer's consent shall not be unreasonably withheld subject to the provisions of 27.02 above.
- 27.04 Employees who are not normally required to work during the March break, July and August and the Christmas break shall be paid vacation pay on each pay issued as per the regular bi-weekly pay schedule at the rates as in 27.01
- 27.05 Employees who work hours in addition to their scheduled regular hours, exclusive of overtime, shall be paid vacation pay on these extra hours on the regular bi-weekly pay schedule in accordance with the rates as in 27.01
- 27.06 Twelve-month Employees working less than full-time will be paid for the vacations as stated in clause 27.01 in the ratio which the number of hours worked per week bear to the full-time hours of that job classification. All other conditions of Article 27 shall apply.
- 27.07 It is agreed that if it becomes necessary for any Employee to be admitted to hospital as a bed-patient or confined at home, as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such Employee would be entitled to WSIB, the time

spent in hospital or confinement shall be charged to such Employee's sick benefit or WSIB as the case may be provided that the Employee shall provide proof of such hospitalization or similar confinement satisfactory to the Employer. Such vacation so affected shall be deferred to a later date.

ARTICLE 28: LEAVES OF ABSENCE

All absences must be reported in the Staff Attendance System.

- 28.01 (a) Each request for leave as in 28.02, 28.03, 28.05, 28.06, 28.07, 28.09, 28.12, and 28.13 shall be in writing and addressed to the immediate supervisor or their designate. Leaves as in 28.04, 28.08 and 28.11 shall be discussed with the immediate supervisor or their designate prior to the commencement of the leave period. Such leave shall not be unreasonably withheld.

Union Leave

- 28.02 (a) Upon written request of the Union, and with at least ten (10) days' notice prior to the commencement of the requested leave, Employees will be granted leave of absence without pay to represent the Union at Union Conventions or seminars. The Employer agrees to pay any Employee granted such leave of absence for any regular time lost from work and the Union agrees to reimburse the Employer for such payments to the Employee.
- (b) The Chair or designate of the CUPE Local 4186 Bargaining Committee shall be provided with up to a maximum of five (5) days at no cost to the Union to prepare for negotiations.

Union Officer Leave (within CUPE Local 4186)

- (c) i. Where an Employee in the bargaining unit is elected or appointed as a Union officer (executive member) of the Local, the Union may submit a request for an unpaid leave of absence (up to full-time) to the Superintendent of Human Resources. Such a leave will be granted for the length of the term of their executive position and where the Union requests the Board to provide salary continuance for the Employee related to this leave, the Board will continue the salary, benefits, sick leave arrangements, vacation and seniority in accordance with the Collective Agreement. The Union agrees to reimburse the Employer for such payments to the Employee.
- ii. Should a request as per one (i) above be made for the Chief Steward position, the Board acknowledges the Chief Steward spends a great deal of time with Employer at meetings and is expected to be available for such meetings as requested by the Board. Therefore the Board will pay fifty (50%) percent of

the cost of such full-time release based on their employment status with the Board (ten (10) months vs twelve (12) months) but only for the Chief Steward position and the Union shall reimburse the Board for the other fifty (50%) percent of the cost of the salary and benefits of an Employee on such a leave.

- iii. The Employee on full-time Union Officer Leave shall be considered surplus, have their position filled on a permanent basis under Article 14 of the Collective Agreement after twelve (12) months of the leave has passed. Upon the Employee's return they shall be provided rights under Article 17 of the Collective Agreement.

Union Office (Outside CUPE Local 4186)

- (d) Any permanent Employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority, by the Board, for a period up to two (2) years. The Board may renew such leave on a yearly basis. An Employee on full-time Union Office Leave shall be considered surplus, have their position filled on a permanent basis under Article 14 of the Collective Agreement after twelve (12) months of the leave has passed. Upon the Employees return they shall be provided rights under Article 17 of the Collective Agreement.
- (e) In the event a member(s) of the bargaining unit is appointed to a provincial committee(s), the Board will approve the release time for the Employee(s) to participate. Provided that the Board is reimbursed, the Employee will not suffer loss of pay, benefits or seniority for time spent attending committee meetings.

Release for WSIB Representative

- (f) Where an Employee in the bargaining unit is elected or appointed as CUPE WSIB Representative, such an Employee may submit a request for an unpaid leave of absence (up to full-time) to the Superintendent of Human Resources. Such a leave will be granted without loss of seniority and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the Employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate Collective Agreement. The Union agrees to reimburse the Employer for such payments to the Employee.

Political Purposes

- 28.03 The Employer will recognize leaves of absence, without pay, for political purposes as required by existing legislation.

Bereavement Leave

- 28.04
- (a) An Employee will be granted up to five (5) days bereavement leave of absence, with pay, in the event of the death of a spouse, mother, father, child or step-child, brother or sister.
 - (b) An Employee will be granted up to three (3) days bereavement leave of absence, with pay, in the event of the death of their mother-in-law, father-in-law, son-in-law, or daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild or grandchildren.
 - (c) Any Employee will be granted one (1) day bereavement leave of absence, with pay, in the event of the death of their aunt, uncle, niece, nephew or first cousin.
 - (d) In the event of a death occurring in winter necessitating a spring interment, one (1) of the days referred to in 28.04 (a) (b) and (c) above may be taken at the time of interment.

Pregnancy/Parental/Adoption Leave

(Reference Letter of Understanding #2 of Part A.)

- 28.05
- (a) Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act. Adoption Leave will be allowed on the same basis as the Parental Leave.
 - (b) The Employee requesting Pregnancy and/or Parental Leave shall give at least two (2) weeks' notice, in writing, by completing the electronic notification form on the HR webpage of the date the statutory leave is to commence as well as the date the Employee will return to work. The notice shall be accompanied by a certificate from a licensed practitioner stating the expected birth date.
 - (c) On return from the statutory leave, the Employee shall be placed in the position held immediately prior to the leave period. In the event that the position is no longer available, the terms of the Collective Agreement in force at the time shall apply.
 - (d) The Employer shall provide for Employees on Pregnancy/Parental Leave, a Supplementary Employment Benefit Plan which provides payment of ninety-five (95%) percent of gross salary for the one (1) week waiting period. Such a Supplementary Employment Benefit Plan shall be registered with and approved by Human Resources and Skills Development Canada and Employment Insurance.
 - (e) During the period of statutory leave, the Employer shall continue to pay its share of the benefits premiums for which the Employee is eligible.

- (f) Employees will be responsible for payment of pension contributions. The Employer will continue to remit pension contributions to OMERS for the period of the statutory leave, unless requested by the Employee not to do so.
 - (g) Upon completion of statutory leave provisions, an Employee may request an extended parental leave of absence without pay for a period of up to one (1) year.
- 28.06
- (a) For those taking only the 17 week Maternity Leave, the SEB top-up that would have previously been paid during the 2nd week of the waiting period will now be paid on the last week of the Maternity Leave as a SEB top-up.
 - (b) For those taking the 17 week Maternity and the up to 35 week Parental Leave, the SEB top-up that would have previously been paid during the 2nd week of the waiting period will now be paid on the last week of the Maternity/Parental Leave as a SEB top-up.
 - (c) For those taking only the up to 35 week Parental Leave (i.e. father or adoptive parent) the SEB top-up that would have previously been paid during the 2nd week of the waiting period will be paid on the last week of the Parental Leave.
 - (d) For those taking the up to 61 week Parental Leave (i.e. mother, father, or adoptive parent), the SEB top-up could result in an increase in the cost of the SEB benefit over the course of the leave. In order to maintain a cost neutral approach, the SEB top-up will be paid such that the amount that would have previously been paid during the 2nd week of the waiting period will be paid on the last week of the Parental Leave.

Paternity Leave

- 28.07 Paternity Leave of one (1) day with pay will be granted to an Employee for needs directly related to the birth of his child.

Compassionate Leave

- 28.08 An Employee may be granted up to one (1) day compassionate leave in the case of exceptional circumstances which include but are not limited to serious illness or hospitalization of an Employee's immediate family, bereavement not covered in clause 28.04 above, catastrophe or crisis in accordance with the Employment Standards Act of Ontario (ESA). Such day, if granted, shall be at the discretion of the immediate supervisor or their designate and the number of days so granted shall be limited to three (3) in any one year. An additional two (2) days may be granted at the discretion of the Superintendent of Human Resources or their designate. Such requests for additional days shall be in writing.

Jury Duty

- 28.09 Employees who are called to serve as jurors or are subpoenaed as witnesses, other than where such Employee is a party to the action, shall be granted leave of absence without loss of benefits. Normal pay will continue to be issued on the usual pay day. At the conclusion of their duty, the Employee shall obtain a certificate from the Court showing the period of their jury or witness service and the amount of compensation received, and shall deposit the certificate, together with the full amount of compensation, but not including travel allowances with the Board.

Citizenship

- 28.10 An Employee who is becoming a Canadian citizen and is required to appear at a ceremony of induction shall be given time off their regular scheduled duties with no loss of pay or benefits to attend the ceremony.

Personal Leave

(Reference Letter of Understanding #5 of Part A.)

- 28.11 (a) An Employee may be granted a leave of absence of up to thirty (30) days without pay and without loss of seniority if his/her written application for same is approved by their immediate supervisor or their designate at least five (5) days prior to the requested leave.
- (b) Leaves of greater than thirty (30) days require at least twenty (20) days written notice to their immediate supervisor or designate prior to the requested leave. If the leave is granted the notification shall pass to the Recording Secretary of the Union through the copy of the staffing report.
- (c) If a personal leave of absence is granted and approved for a period of greater than one year, the Employee, upon their return would be required to post on a vacant position. If no position is available at the time of their return the Employee would exercise their rights under Article 17 of the Collective Agreement. However, the bump under Article 17.03 shall be the most junior Employee within the classification.
- (d) An Employee may be granted a leave of absence without pay or loss of seniority for educational purposes. Such request must be submitted to Human Resources Services, copy to the supervisor.

Leaves of Absence for educational purposes may be granted for a period not to exceed one (1) year.

- (e) i. Should a permanent Employee be granted a personal leave greater than thirty (30) days but no longer than one (1) year, the resulting vacancy will be back filled by a permanent

- Employee on layoff or, if none are available, a casual Employee. Should a leave of absence request be granted for a full year, the position will be posted and filled as similarly outlined in Article 14.01 (e).
- ii. Any casual Employee who assumes work to back fill for a personal leave of less than one (1) year shall only remain casual for the specific period of the leave similarly as outlined in Article 30.02 (a) and (b).
- (f)
- i. When a permanent Employee returns from a personal leave of one year or less from the commencement date, they shall return to the same position they held prior to commencing the leave, provided the position still exists. If the position no longer exists, the Employee would exercise their rights under Article 17 of the Collective Agreement.
 - ii. In the event a personal leave greater than thirty (30) days is to end earlier than originally requested, ten (10) working days' notice is required to ensure appropriate notice can be given to all parties.

Compulsory Quarantine

- 28.12 Wages for time lost due to compulsory quarantine shall be paid to Employees when certified by the local Medical Officer of Health and shall not be chargeable to benefits.

Graduation/Convocation

- 28.13 Time off to attend the Employee's own or spouse/child graduation ceremonies shall be allowed one-half (1/2) day or one (1) day as required with pay to attend the ceremony subject to approval of the immediate supervisor or their designate.

Four and One Leave Plan

Preamble

The Four and One Leave Plan is a cooperative plan between the Board of Trustees of the London District Catholic School Board and its Employees of CUPE Local 4186.

The plan provides for an increase in mobility within the staff above, an opportunity for valuable experience for new Employees and an extended opportunity for personal and/or professional growth of those Employees with five (5) or more years' experience with this system.

Purpose

The Four Years over Five Plan has been developed to afford Employees the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years' salary payments over a five (5) year period.

Qualifications

- (a) An Employee having five (5) years seniority with the Employer is eligible to participate in the plan.
- (b) A maximum of two (2) Employees from CUPE Local 4186 will be granted this leave in any given school year.
- (c) An Employee must make written application to the Superintendent of Human Resources or their designate during January requesting permission to participate in the plan.
- (d) Criteria for acceptance shall be based on:
 - i. earliest applications;
 - ii. seniority, if more than five (5) apply;
 - iii. lottery, if a tie still exists.

Approval of Deferred Salary Plan applications shall rest solely with the Employer and shall be in accordance with compliance of the Regulations in place at the time.

Written acceptance, or denial of the Employee's request, with explanation, will be forwarded to the Employee by March 1st in the school year the original request is made.

Implementation

- (e) Eighty (80%) percent of the annual salary according to the salary schedule will be paid for four (4) years. The remaining twenty (20%) percent of annual salary will be accumulated and this amount plus any interest earned shall be retained for the Employee by the Employer and paid in the fifth year.
- (f) Money will be deposited with a chartered bank or Federally or Provincially Chartered Trust Company in such accounts or monies instruments as authorized by law, for trustees to invest trust funds and as authorized under the Income Tax Act, Canada, the Education Act, or any other relevant governing legislation pertaining to such money. The account and/or instruments chosen will be held in the name of the "London District Catholic School Board, In Trust for the Four and One Leave Plan".

The Employer will be directed as to the choice of bank or trust company and as to the choice of the deposit account or instrument by the Union. Any such deposit account or instrument will necessarily take into account the payment provisions of the plan as set out in Article 28.14 (e), (j) and (l). Individual ledger accounts

with details of deposit income earned and withdrawals will be maintained by such bank or trust company. Any administrative costs associated with the operation of such account(s), shall be solely a charge against such account(s) and not the Employer.

- (g) Benefits for Employees registered in the program after July 01, 1998 shall be maintained by the Employee during the one year leave of absence in accordance with the Collective Agreement in force during the leave of absence.
- (h) Upon return from the leave, the Employee will be reinstated to a position at least equivalent to that which the Employee held immediately prior to the leave. If said position no longer exists, the Employee will be governed by the appropriate terms of the Collective Agreement.
- (i) Deductions for the Ontario Municipal Employees Retirement System (OMERS) shall comply with those requirements as well as the Income Tax requirements.
- (j) An Employee may withdraw from the plan any time prior to March 1 of the calendar year in which the leave of absence is to begin. Upon withdrawal, any monies accumulated, plus interest owed, as in Article 28.14 (f) above, will be repaid to the Employee within sixty (60) days of notification of their desire to leave the plan. Any exceptions to the aforementioned shall be at the discretion of the Employer.
- (k) In the event that a suitable replacement cannot be hired for an Employee who has been granted a leave, the Employer may defer the leave by one (1) year. If such a deferral is necessary, the Employee shall be notified prior to March 1 of the calendar year in which the leave was to take place. In this instance, the Employee may choose to remain in the plan and any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence. No deduction will be made during the year of deferral.
- (l) Should an Employee die while participating in the plan, any monies accumulated plus interest owed, as in Article 28.14 (f) above, at the time of death will be paid to the Employee's estate.

Family Caregiver Leave

28.15 Employees shall be granted up to eight (8) weeks of unpaid leave per calendar year per family member in accordance with Section 49.3 of the Employment Standards Act, 2000. An Employee on Family Caregiver Leave shall continue to accumulate seniority and service.

- Critically Ill Child-Care Leave**
- 28.16 Employees shall be granted up to thirty-seven (37) weeks of unpaid leave to care or support a child whose life is at risk as a result of an illness or injury in accordance with section 49.4 of the Employment Standards Act, 2000. An Employee on Critically Ill Child Care Leave shall continue to accumulate seniority and service.

ARTICLE 29: BENEFITS

(Reference paragraphs C5.00 and Letter of Understanding #9 in Part A.)

- Pension**
- 29.01 The Pension Plan for non-teaching Employees, except for those who are a certified teacher, established by the London District Catholic School Board through the Ontario Municipal Employees Retirement System (OMERS) shall be applicable to Employees covered by this Agreement. During the lifetime of this Agreement, the Employer agrees to make contributions to the plan in accordance with the requirements of the Ontario Municipal Employees Retirement System Act. Part-time Employees shall be given the opportunity to participate in this Plan subject to the provisions of OMERS.

- Long Term Disability**
(Reference Paragraph C6.00 and Letter of Understanding #8 of Part A.)
- 29.02 The Long Term Disability Benefit is seventy-five percent (75%) of monthly earnings to a maximum of three thousand, five hundred dollars (\$3,500.00). The benefit, if approved, commences after a minimum qualifying period of seventy-five (75) working days or the expiration of the employer's sick and short term disability plan, whichever is later and is payable until recovery or attainment of age sixty-five (65). Eighty-five percent (85%) of the premium of Long Term Disability Insurance shall be paid by the Employer. The coverage shall be mandatory for eligible Employees.

- Layoff or Termination of Employment**
- 29.03 When an Employee is totally disabled on the date of layoff or termination, and such disability continues uninterrupted, the Employee shall continue to receive benefits as set out in this Article for such disability until the date total disability ceases, or until the date on which the maximum disability is received whichever is earlier.

- 29.04 All Employees working less than forty percent full-time equivalent (40% FTE) will not qualify for benefits as set out in this Article.

- 29.05 Employees not normally required to work during July and August shall prepay their portion of the benefits premiums, as applicable, prior to the commencement of the break period. Prepayment shall be deducted from

the last pays which are issued prior to the commencement of the break period.

- 29.06 All the insurance mentioned in this Article shall be as more particularly described and set forth in the respective policies of insurance. Copies of these policies shall be sent to the Union as of the date of the signing of this Agreement only and in future, at the written request of the Union, whenever there are changes in the coverage provided in the policies. Any dispute over payment of benefits under any such policies shall be adjusted between the Employee and the insurer concerned.
- 29.07 The Employer confirms that prior to switching the existing insurance carrier of the Benefits Plans as set out in this Article, it will discuss such change at Union/Management. Such change(s) will not result in reduction of benefits contained in this Agreement.
- Employment Insurance Premium Reduction**
- 29.08 It is agreed that the Employment Insurance premium reduction allowed by Human Resources Development Canada will be applied by the Employer toward the enhanced benefits available to the Employees covered by this Agreement.

ARTICLE 30: CASUAL (ALL NON-PERMANENT) EMPLOYEES

- 30.01 (a) Casual employees are those employees who are not required by the employer as permanent employees but are employed only to replace permanent employees who are absent due to leaves provided under the Collective Agreement or Statute.

Casual employees may also be hired under special circumstances to cover for a period of no more than forty-five working days to fill vacancies that have or will be posted. Casual employees may also be hired to cover for a period not to exceed six months for Special Projects (Union shall be provided with details in writing of any Special Projects).

Casual custodial employees may also be utilized to provide custodial services for Community Use of School events. However, custodial services for Heritage/International Language programming will continue to be provided by permanent custodial employees.

Such casual employees shall not hereby become permanent or probationary employees unless the employee is retained for a greater time period provided for in 30.01 (a) or the casual employee is employed under circumstances not provided for in 30.01 (a).

- (b) The rate paid to a casual employee shall be the starting rate of the permanent position unless otherwise currently provided in Schedule 'A'.
- (c) If a casual employee has worked at least 6 months in total and/or a total of 90 working days in position(s) with the same job title and is subsequently hired as a permanent employee in position(s) with the same job title, they shall have to serve a probationary period of not more than forty-five working days.
- (d) Casual employees will not be covered by any terms and conditions of this Agreement except for the following:
 - i. All applicable Central provisions;
 - ii. Vacation pay in lieu shall be paid on a bi-weekly basis in accordance with statutory limitations;
 - iii. The right to post as an internal candidate, for permanent positions under Article 14 of the collective agreement, however, will only be offered the position after all permanent employee applicants subject to Article 14,
 - iv. Article 8, 15, 16

Employees of an Agency

- (e)
 - i. It is understood that the use of agency employees is limited to the secretarial and IT classifications only and such persons are not covered by the collective agreement.
 - ii. Agency employees will not be engaged for a period of more than 75 working days in any one school year. In addition, agency employees shall only be used in the same manner as 30.01 a) above to replace permanent employees.

30.02 No Employee who has acquired seniority under this Agreement will be laid off by reason of the employer hiring Employees under this Article.

30.03 In each pay period, the Employer will deduct from the pay of all casual employees, an amount equal to its regular monthly Union dues in accord with duly authorized Union dues.

ARTICLE 31: RETIREMENT/RESIGNATION

31.01 Employees shall endeavour to provide at least four (4) weeks written notice of their resignation and send it to Human Resources.

ARTICLE 32: HEALTH AND SAFETY

32.01 The Employer and the Union agree to be bound by the provisions of the Occupational Health and Safety Act and its Regulations, as amended from time to time.

The Occupational Health and Safety Committee

32.02 Consisting of representatives of the Employer, not less than one (1) representative and not more than three (3) representatives of CUPE Local 4186. The Local President and/or designate may be a member of this committee and the maximum number of three (3) remains unchanged.

32.03 Employees who are appointed to the Joint Occupational Health and Safety Committee as well as Employees who are appointed as the Health and Safety Representative(s) in the school shall be permitted to carry out their duties during regular working hours.

32.04 No Employee shall be required to work on any job or operate any piece of equipment or use any product until they have received proper training and instructions.

32.05 In the case of an accident where an Employee is taken to hospital by ambulance, the Employer shall reimburse the Employee for the cost of such ambulance where such cost is not otherwise recoverable by the Employee.

32.06 The Employer agrees to maintain a Joint Occupational Health and Safety Committee.

32.07 The Employer agrees to maintain the terms of reference as amended from time to time by the Joint Occupational Health and Safety Committee and as approved by the Board.

32.08 The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because they are engaged in a work stoppage, or in activity related to the work stoppage.

32.09 When an Employee is unable to work as the result of a work injury and Loss of Earnings (LOE) benefits have been allowed by the Workplace Safety and Insurance Board, the Employer will pay the LOE benefit plus the difference between the LOE benefit and their regular net pay for a period of six (6) months from the injury date.

32.10 On matters related to a work refusal, the process(es) established by the Joint Occupational Health and Safety Committee shall prevail.

Violence

Definition of Workplace Violence

- 32.11 Workplace violence is an occupational health and safety hazard and workplace violence is defined in the Occupational Health and Safety Act.

Measures and Procedures to Prevent Workplace Violence

- 32.12 The Employer shall establish and maintain measures and procedures to reduce the likelihood of incidents of workplace violence to the lowest possible level.

Joint Occupational Health and Safety Committee

- 32.13 All Employees shall be provided time during the work day to report any and all incidents of occupational violence in the workplace (as it is defined in the Health and Safety Act), by completing health and safety incident report forms. All reported incidents involving workplace violence shall be brought to the attention of the Occupational Health and Safety Committee.

Support and Counselling

- 32.14 The Employer and the Union recognize that where preventative measures have failed to prevent violent workplace incidents, counselling and/or support will be made available.

Alarms, Paging Systems or Communication Devices

- 32.15 In cases where there is a recognized need for personal safety the Employer shall provide alarms or paging systems or communication devices that will be effective in summoning immediate aid. The Employer shall be responsible for the routine maintenance, repair and periodic testing of the alarm or paging systems or communication devices.

Employees who are provided with such devices shall receive training about the use and reasonable care of such systems.

ARTICLE 33: MAJOR TECHNOLOGICAL CHANGE

- 33.01 The Employer shall notify the Union at least three (3) months before the introduction of any major technological changes which will impact members of the bargaining unit. This notice shall include the nature of the change and when the change would take effect.
- 33.02 The Employer shall discuss any technological changes with the Union at a Union/Management meeting.
- 33.03 A permanent Employee to be affected by the technological change shall be allowed a reasonable training period to acquire the necessary knowledge or skill.

- 33.04 No such Employee as in 33.03 above shall be dismissed or have their regular hours or rate of pay reduced by the Employer because of a technological change provided the Employee has the skills, experience, ability and qualifications to perform the work that remains available.

ARTICLE 34: JOB SECURITY

- 34.01 No permanent Employee shall be laid off from employment due to the Employer contracting out any of its present work or services.

The parties agree that for the balance of the term of the current collective agreement, including any statutory freeze of existing provisions during collective bargaining to renew the current collective agreement, there will be no new contracting out of custodial services.

- 34.02 Notwithstanding provisions of this Collective Agreement, Employees who are Officers of the Union shall be the last to be laid off work provided they have the skill, ability, experience and qualifications to perform the work which is available.

ARTICLE 35: TRANSFERS

- 35.01 Where in the opinion of the Employer and/or the Employee, a transfer is appropriate, the Employee affected, the Employer and the Union shall meet to discuss the transfer. If agreeable to all parties, the Employee will be transferred into a suitable vacant equal rated position. Discussion between the Employer and the Union shall determine whether the position shall be subject to Article 14.

- 35.02 For purposes of this Article, an “equal rated position” is defined as a position with the same rate of pay and the same number of hours of work.

- 35.03 (a) On April 1st each year, the Human Resources Department will advise employees of the application process in the event such employees would like to engage in a transfer process into the same position (with the same job title) they currently hold in a different location.
- (b) By April 15th each year, such employees will advise the Human Resources Department of any position or positions for which they are prepared to accept a transfer. By indicating an interest in a particular position and location on the transfer form, the employee acknowledges that if a position so listed is available, they may be placed in such a position without further consultation and they will not have the right to refuse such a position when so placed in it.

- (c) The Human Resources Department in consultation with the Union will review such requests and, subject to employees having the necessary training, skills, ability, and qualifications to perform the available work, facilitate the transfer requests. Employees being moved through such a transfer process will be advised of their new assignment by the Human Resources Department prior to the commencement of the posting process provided for in Article 14.11 and the Union shall be advised. Such transfers will take effect at the start of the following school year unless another date is agreed upon by the Board, Union and employees involved in the transfer.
- (d) Transfers cannot result in an increase in the hourly rate or the FTE for the employees involved in the transfer. For those employees who have a grand-parented hourly rate, they shall move with the grand-parented hourly rate.
- (e) Mutual transfers can only be made between positions that are not vacant and an employee cannot engage in a mutual transfer into a position which is vacant.

ARTICLE 36: EDUCATIONAL ASSISTANCE

- 36.01 Educational Assistance is available for the purpose of encouraging Employees to obtain additional education to assist in their career development. Financial assistance is subject to funding availability.
- (a) Employees who have successfully completed their probationary period are eligible to apply.
 - (b) Arrangements must be discussed and pre-approved by the Employee's immediate supervisor.
 - (c) Upon receipt of proof that the Employee has successfully completed the course, pre-approved expenses will be reimbursed.
 - (d) Where an Employee is specifically required by the Employer to undertake any course of instruction or attend any seminar or conference, reimbursement for transportation, travelling expenses and course fees shall be paid by the Employer at the rates laid down for Employees in its policies, by-laws and regulations.
 - (e) Time off during working hours for an Employee to write an exam for a course above shall be subject to the approval of their immediate supervisor or their designate and shall not be unreasonably withheld. Such time off shall result in no loss of pay.

ARTICLE 37: GENERAL CONDITIONS

- 37.01 The Employer shall designate bulletin board space which shall be accessible to all Employees and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.
- 37.02 The Employer shall supply all equipment required by Employees in the performance of their work duties. Replacement will be made by producing the worn or broken tools or providing evidence that the tool was lost.
- 37.03 On termination of employment for any reason, the Employer shall provide a letter of reference on request.
- 37.04 With the prior permission of the Employer, the Union may hold meetings and distribute Union literature on the Employer's property without charge, provided such meetings do not interfere with the operations of the buildings in which they are held. Employees on their working hours may not be involved unless permission has been given by the Employer.
- 37.05 The Union shall have access to the use of the internal courier service of the Employer, printing, copying services at a reasonable rate and the use of the fax services.
- 37.06 (a) No Employee shall be required to do any medical or health related procedure for students until they have received proper training and instruction specific to the procedure.
- (b) The Employer and the Union shall establish a Joint Committee by September 30, 1999 to review the procedures, to identify gaps, if any, and to design training programs related to medication administration and medical and health related procedures for students.
- (c) The Board shall provide through existing or supplementary insurance coverage protection for all Employees against risks while acting within the scope of their duties as on behalf of the board. The Union will be provided with all documents related to such coverage.
- 37.07 An Employee who is required to handle cash shall not be responsible for shortages, except in the case of criminal negligence.
- 37.08 (a) The employer shall supply each custodian and maintenance Employee with a uniform voucher on or before the first day of September each year. Vouchers will be issued to individuals for selection at a local retail outlet for a uniform clothing allotment (including safety footwear) on the following basis:

- (b) Full Time Custodial Staff:
\$285.00* per year

Part Time Custodial Staff (4 hours per day or less, or itinerant)
\$150.00* per year

Permanent Maintenance Employees
\$385.00* per year

*Includes all taxes.

The amounts indicated above shall be adjusted annually, on September 1st, according to Statistics Canada's Annual Ontario Clothing and Footwear Consumer Price Index.

All purchase receipts must be submitted to their immediate supervisor immediately after purchase. The allotment can only be used for board uniform items by the named Employee. Procurement of these items should be made throughout the school year and on personal time.

- (c) The Employees may have options available as to quantity and item selection based on specific individual needs and preferences. At a minimum, all Employees must wear appropriate uniforms which may include:

Custodians:

- Navy blue golf style shirts
- Light blue, blue striped or navy button down shirts
- Navy blue pants
- Navy blue Shorts, at or below the knee
- Board issued hat (for outside work only)
- Navy blue jackets
- Work boots (green patch)

Other apparel must be pre-approved by a building services supervisor

Maintenance:

- Grey golf style shirts
- Grey or grey striped button down shirts
- Grey pants
- Grey T-shirts
- Grey Shorts, at or below the knee
- Board issued hat (for outside work only)
- Jackets as approved by a supervisor
- Work boots (green patch)

Other apparel must be pre-approved by a building services supervisor

- (d) The only items not included in the allowances identified in 37.08(c) are specific, pre-approved job specific items personal protective equipment. These items may include; chemical resistant gloves, safety glasses, hearing protection, etc.
- (e) All Employees that are provided uniforms by the Board will ensure the uniforms are worn at all times while working, and that the uniforms will be kept tidy and in good repair.
- (f) Employees may wear Board supplied or Board approved hats or head coverings. The approval will be based on role of the individual and the specific tasks being performed.

Apprenticeship

37.09 An apprentice training program, if developed, will be consistent with the following principles:

- (a) The Employer may either select an Employee from within the bargaining unit or hire an Employee from outside the bargaining unit. This choice will be at the Employer's discretion and the posting requirements of Article 14 do not apply.
- (b) An apprentice who is hired from outside the bargaining unit will have no seniority rights and may be terminated at the discretion of the Employer. The decision of the Employer shall not be subject to a difference or dispute between the parties and therefore shall not be arbitrable under this Agreement. If retained, they will be credited with seniority for the program.
- (c) An apprentice who is selected from the bargaining unit will continue to accumulate seniority during the program. During the first six (6) months of apprenticeship, such apprentice may decide at their discretion to return to their former classification or be returned to their former classification at the discretion of the Employer. After such six (6) month period and prior to the completion of the program, any termination will be governed by the Apprenticeship Act.
- (d) Training will be in accordance with the Ministry of Labour regulations and the scale of pay will be by percentage of the Journeyman rate set out in this contract. However, the minimum rate will be the Temporary Maintenance Rate of Schedule "A" appended to this Agreement.
- (e) On completion of training and graduation to Journeyman, the continuance of employment will be at the discretion of the Employer.

The Employee will not have the option of bumping into another classification.

- (f) Aside from items 37.09 (a) to (e) above, an apprentice will be covered by all the terms and provisions of the Collective Agreement.

ARTICLE 38: SALARY

- 38.01 The parties agree that Schedule “A” forms part of the Collective Agreement.
- 38.02 Where the Employer requires an Employee to be a member of a Professional Association, the Employer shall pay the annual membership fee, if any.
- 38.03
 - (a) In addition to the rates in Schedule “A” of this Agreement, fifty (\$0.50) cents per hour will be paid for each of up to three certificates recognized by the Ministry of Skills, Colleges and Universities. Any additional certificates must be requested by the Employer. Where the Employer requests other categories to obtain a Department of Labour Certificate, fifty (\$0.50) cents per hour will be given for each Certificate required.
 - (b) Notwithstanding Article 38.01 above, the Charge Painter shall receive an additional ninety (\$0.90) cents per hour as a responsibility allowance for such time as they remain in the position.
- 38.04 The Employer agrees to pay for the renewal of Ministry of Labour Journeyman papers for all trades as required by the Employer.

38.05 **DESIGNATED EARLY CHILDHOOD EDUCATOR PROVISIONS**
For the purposes of Schedule A the following shall apply for Designated Early Childhood Educators:

9% less than Grid Step 1	Requirement for Letter of Permission
Grid Step 1	Qualified 0 years experience (starting rate) Casual Employee rate
Grid Step 2	Qualified 1 year experience
Grid Step 3	Qualified 2 years experience
Grid Step 4	Qualified 3 years experience
Grid Step 5	Qualified 4+ years experience

- (a) Qualified means a member in good standing of the Ontario College of Early Childhood Educators.

- (b) Qualified Employees hired into the Designated Early Childhood Educator classification will receive experience ratings based on their related experience with the board or with previous employers in accordance with the following formula.
 - i. 1 year (calendar or school year) of employment = 1 year experience on the grid.
 - ii. Such experience will be credited to a maximum of three (3) years experience credit on the date of hire.
- (c) On September 1st each year thereafter the DECE shall progress annually on this grid.

For the period of this agreement, existing Board Employees who are successful in securing a DECE position, will retain their wage rate if greater than the DECE rate.

ARTICLE 39: PAYMENT OF WAGES AND ALLOWANCES

39.01 Pay schedules shall continue based on the current bi-weekly process.

39.02 Payment of salary shall be by direct bank deposit into the Employee's bank account.

Travel Allowance

- 39.03 (a) All travel for Board business shall conform to Board policy and procedures. Daily route must be directed by the supervisor or the Employee will make their best efforts to use the most efficient or cost effective travel route.
- (b) Each Employee shall bear the cost of travelling from home to their first daily assignment and from their last daily assignment to home.
- (c) Audio-visual technicians, computer support technicians, itinerant professional support staff, floater, casual custodians shall be assigned a designated work location for the purpose of this article. The Board, when assigning a designated work location shall not act in an unreasonable manner and shall not use designated work locations for the purpose of minimizing mileage.

Therefore, mileage will be paid based on the following:

- i. If the distance to the first work assignment is greater than the Employee's daily commute to their designated work location, the difference in mileage will be paid.

- ii. Mileage for all subsequent business travel during the day including trips to and from their designated work locations.
 - iii. Employees who store materials, equipment, supplies, or files at locations other than their designated work location, or who use the facilities at other locations to perform work between work assignments, may submit mileage when travelling to and from such locations provided such travel is not to the first assignment whereby 39.03 (c) i. applies.
 - iv. Employees who finish their day at other than their designated work location will be paid the difference in mileage if the distance from their last work assignment is greater than the Employee's daily commute from their designated work location.
- (d) Effective September 1, 2008, Employees required to travel for the purpose of conducting board business shall receive a travel allowance in accordance with Board Policy G 1.11, Regulations and G1.11 R and Procedure D 4.034.
- (e) An Employee who is required to travel between schools in the same workday shall be granted reasonable time to travel between those schools.
- (f) No Employee will be required to transport students in their personal vehicle.

ARTICLE 40: COPIES OF AGREEMENT

- 40.01 Each Employee covered by this Collective Agreement shall receive a copy within thirty (30) days after the Agreement has been signed and dated by all parties as in Article 43.

ARTICLE 41: GENERAL

- 41.01 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 required.

ARTICLE 42: TERM OF AGREEMENT

- 42.01 This Agreement shall remain in full force and effect from September 01, 2019 and shall continue until midnight August 31, 2022 and from year to year thereafter unless in any year not more than ninety (90) days before

the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

ARTICLE 43: AGREEMENT SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the 22 day of March, 2020. 2021

CANADIAN UNION OF PUBLIC
EMPLOYEES ON BEHALF OF
LOCAL 4186

LONDON DISTRICT
CATHOLIC SCHOOL BOARD

Alex Miller
Brenda Smith
Patrick Gostling
Danyelle Howell
Kari Berry
Vincenzo DiVestito

James Davis
Ramus

**CUPE LOCAL 4186
 SCHEDULE 'A'
 Effective September 1, 2019 - 1% Increase**

Band	Job #	Positions	Years of Experience				
			start	1	2	3	4
*		Temporary Custodian (includes Summer Student and Casual)	19.22				
*		Temporary Maintenance (includes Summer Student and Casual)	21.00				
*		All other temporary/casual employees will be paid at the '0' Years of Experience step of the respective wage band					
1	1	Cafeteria Assistant	19.84	20.52	21.24	21.92	
		Mail Clerk					
2	6	Cafeteria Charge	21.09	21.78	22.49	23.17	
	2	Learning Materials Secretary					
	3	Legislative Compliance Assistant					
	11	Noon Hour Assistant					
	12	Receptionist (Secondary)					
	5	Secretary ICTS					
	8	Secretary Secondary					
9	Secretary, Planning & Assessment						
3	16	Custodian - Elementary/Secondary	21.24	22.18	23.17	24.18	
	18	Elementary School Student Supervisor					
	10	Evening Secretary					
	65	Grounds Assistant/General Maintenance					
	13	Receptionist/Switchboard (CEC)					
	7	Secretary - Adult & Con Ed Program					
15	Secretary to Coordinator						
4	22	Attendance Secretary	22.20	23.11	24.12	25.17	
	26	Data Entry Clerk Secondary					
	32	EA - Interpreter					
		General Maintenance Technician					
	25	Librarian, Elementary					
	19	Library Technician - Secondary					
	27	Maintenance Certified - Locksmith					
	20	Secretary, School Services					
	25	Secretary, Guidance					
	21	Secretary, Learning Services					
5	28	Accounting Clerk	23.68	24.39	25.12	25.86	
	34	Chaplaincy Leader					

	58	Communication Administrator					
	35	Computer Support Technician					
	39	Computer Systems Assistant					
	36	Custodian, Charge - Elementary					
	40	Custodian, Charge - Secondary					
	64	Driver/Courier					
	33	EA - Intervenor					
	30	Head Secretary					
	31	Librarian, Secondary					
	25	Student Support Administrator					
	37	Early Childhood Educator					
Band	Job #	Positions	Years of Experience				
			start	1	2	3	4
6	41	Audio-Visual Technician	25.22	26.12	27.09	28.02	
	46	Communications Assistant					
	42	Maintenance Certified - Welder & Glazier					
	44	Recreation Assistant					
7	54	Educational Assistant	27.82	28.79	29.71	30.62	
	38	Elementary Secretary					
	23	Library & Media Services Librarian (L.M. Cataloguer)					
	45	Maintenance - Fire/Security Technician					
	47	Social Skills Assistant (EA)					
8	48	Maintenance - Certified - Cabinet Maker	27.82	28.79	29.71	30.62	
	50	Maintenance - Certified - Carpenter					
	49	Maintenance - Certified - HVAC					
	52	Maintenance Grounds Keeper					
	59	Musical Accompanist					
	51	Positive Behaviour Support Assistant - EA					
	57	School Data and Information Administrator					
9	60	Assistive Learning Technology Support Technician	27.82	28.79	29.71	30.62	
	56	ESL Instructor - Certified					
	56	ESL Instructor Non-Certified					
	61	Infrastructure Services Technician					
	43	LBS Instructor - Certified					
	43	LBS Instructor - Non-Certified					
	55	Maintenance - Certified - Boiler Technician					
	63	Electrician & Network/MultiMedia Installer					
	53	Maintenance - Certified - Plumber					
	62	Network and Telephony Services Technician					

CUPE LOCAL 4186
SCHEDULE 'A' GRANDPARENTED RATES ONLY FOR THOSE POSITIONS THAT DID NOT INCREASE AS A RESULT
OF PAY EQUITY in 2015
Effective September 1, 2019 - 1% Increase

Positions	Years of Experience			
	start	1	2	3
Accounting Clerk	23.51	24.56	25.64	26.78
Cafeteria Charge	21.21	22.11	23.13	24.18
Chaplaincy Leader	27.12	28.10	29.08	30.09
Computer Support Technician	25.22	26.12	27.09	28.02
Computer Systems Assistant	25.22	26.12	27.09	28.02
Custodian - Elementary/Secondary	22.11	22.80	23.47	24.18
Custodian, Charge - Elementary	23.68	24.39	25.12	25.86
Custodian, Charge - Secondary	24.27	25.00	25.73	26.48
Data Entry Clerk Secondary	23.51	24.56	25.64	26.78
EA - Interpreter	25.22	26.12	27.09	28.02
EA - Intervenor	25.22	26.12	27.09	28.02
ESL Instructor - Certified	-	-	-	41.14
ESL Instructor Non-Certified	-	-	-	39.79
Grounds Assistant/General Maintenance	22.20	23.11	24.12	25.17
Maintenance - Fire/Security Technician	27.82	28.79	29.71	30.62
LBS Instructor - Certified	-	-	-	41.14
LBS Instructor - Non-Certified	-	-	-	39.79
Librarian	27.12	28.10	29.08	30.09
Maintenance - Certified	27.82	28.79	29.71	30.62
Maintenance - General	27.82	28.79	29.71	30.62
Recreation Assistant	27.12	28.10	29.08	30.09

**CUPE LOCAL 4186
 SCHEDULE 'A'
 Effective September 1, 2020 - 1% Increase**

Band	Job #	Positions	Years of Experience				
			start	1	2	3	4
*		Temporary Custodian (includes Summer Student and Casual)	19.41				
*		Temporary Maintenance (includes Summer Student and Casual)	21.21				
*		All other temporary/casual employees will be paid at the '0' Years of Experience step of the respective wage band					
1	1	Cafeteria Assistant	20.04	20.73	21.45	22.14	
		Mail Clerk					
2	6	Cafeteria Charge	21.30	22.00	22.71	23.40	
	2	Learning Materials Secretary					
	3	Legislative Compliance Assistant					
	11	Noon Hour Assistant					
	12	Receptionist (Secondary)					
	5	Secretary ICTS					
	8	Secretary Secondary					
9	Secretary, Planning & Assessment						
3	16	Custodian - Elementary/Secondary	21.45	22.40	23.40	24.42	
	18	Elementary School Student Supervisor					
	10	Evening Secretary					
	65	Grounds Assistant/General Maintenance					
	13	Receptionist/Switchboard (CEC)					
	7	Secretary - Adult & Con Ed Program					
15	Secretary to Coordinator						
4	22	Attendance Secretary	22.42	23.34	24.36	25.42	
	26	Data Entry Clerk Secondary					
	32	EA - Interpreter					
		General Maintenance Technician					
	25	Librarian, Elementary					
	19	Library Technician - Secondary					
	27	Maintenance Certified - Locksmith					
	20	Secretary, School Services					
	25	Secretary, Guidance					
21	Secretary, Learning Services						
5	28	Accounting Clerk	23.92	24.63	25.37	26.12	

	34	Chaplaincy Leader					
	58	Communication Administrator					
	35	Computer Support Technician					
	39	Computer Systems Assistant					
	36	Custodian, Charge - Elementary					
	40	Custodian, Charge - Secondary					
	64	Driver/Courier					
Band	Job #	Positions	Years of Experience				
			start	1	2	3	4
	33	EA - Intervenor					
	30	Head Secretary					
	31	Librarian, Secondary					
	25	Student Support Administrator					
	37	Early Childhood Educator	21.65	23.31	24.97	26.63	28.31
6	41	Audio-Visual Technician	25.47	26.38	27.36	28.30	
	46	Communications Assistant					
	42	Maintenance Certified - Welder & Glazier					
	44	Recreation Assistant					
7	54	Educational Assistant	28.10	29.08	30.01	30.93	
	38	Elementary Secretary					
	23	Library & Media Services Librarian (L.M. Cataloguer)					
	45	Maintenance - Fire/Security Technician					
	47	Social Skills Assistant (EA)					
8	48	Maintenance - Certified - Cabinet Maker	28.10	29.08	30.01	30.93	
	50	Maintenance - Certified - Carpenter					
	49	Maintenance - Certified - HVAC					
	52	Maintenance Grounds Keeper					
	59	Musical Accompanist					
	51	Positive Behaviour Support Assistant - EA					
	57	School Data and Information Administrator					
9	60	Assistive Learning Technology Support Technician	28.10	29.08	30.01	30.93	
	56	ESL Instructor - Certified					
	56	ESL Instructor Non-Certified					
	61	Infrastructure Services Technician					
	43	LBS Instructor - Certified					
	43	LBS Instructor - Non-Certified					
	55	Maintenance - Certified - Boiler Technician					
	63	Electrician & Network/MultiMedia Installer					

53	Maintenance - Certified - Plumber				
62	Network and Telephony Services Technician				

CUPE LOCAL 4186
SCHEDULE 'A' GRANDPARENTED RATES ONLY FOR
THOSE POSITIONS THAT DID NOT INCREASE AS A RESULT
Effective September 1, 2020 - 1% Increase

Positions	Years of Experience			
	start	1	2	3
Accounting Clerk	23.75	24.81	25.90	27.05
Cafeteria Charge	21.41	22.34	23.36	24.42
Chaplaincy Leader	27.39	28.38	29.37	30.39
Computer Support Technician	25.47	26.38	27.36	28.30
Computer Systems Assistant	25.47	26.38	27.36	28.30
Custodian - Elementary/Secondary	22.33	23.03	23.70	24.42
Custodian, Charge - Elementary	23.92	24.63	25.37	26.12
Custodian, Charge - Secondary	24.51	25.25	25.99	26.74
Data Entry Clerk Secondary	23.75	24.81	25.90	27.05
EA - Interpreter	25.47	26.38	27.36	28.30
EA - Intervenor	25.47	26.38	27.36	28.30
ESL Instructor - Certified	-	-	-	41.55
ESL Instructor Non-Certified	-	-	-	40.19
Grounds Assistant/General Maintenance	22.42	23.34	24.36	25.42
Maintenance - Fire/Security Technician	28.10	29.08	30.01	30.93
LBS Instructor - Certified	-	-	-	41.55
LBS Instructor - Non-Certified	-	-	-	40.19
Librarian	27.39	28.38	29.37	30.39
Maintenance - Certified	28.10	29.08	30.01	30.93
Maintenance - General	28.10	29.08	30.01	30.93
Recreation Assistant	27.39	28.38	29.37	30.39

**CUPE LOCAL 4186
 SCHEDULE 'A'
 Effective September 1, 2021 - 1% Increase**

Band	Job #	Positions	Years of Experience				
			start	1	2	3	4
*		Temporary Custodian (includes Summer Student and Casual)	19.60				
*		Temporary Maintenance (includes Summer Student and Casual)	21.42				
*		All other temporary/casual employees will be paid at the '0' Years of Experience step of the respective wage band					
1	1	Cafeteria Assistant	20.24	20.94	21.66	22.36	
		Mail Clerk					
2	6	Cafeteria Charge	21.51	22.22	22.94	23.63	
	2	Learning Materials Secretary					
	3	Legislative Compliance Assistant					
	11	Noon Hour Assistant					
	12	Receptionist (Secondary)					
	5	Secretary ICTS					
	8	Secretary Secondary					
9	Secretary, Planning & Assessment						
3	16	Custodian - Elementary/Secondary	21.66	22.62	23.63	24.66	
	18	Elementary School Student Supervisor					
	10	Evening Secretary					
	65	Grounds Assistant/General Maintenance					
	13	Receptionist/Switchboard (CEC)					
	7	Secretary - Adult & Con Ed Program					
15	Secretary to Coordinator						
4	22	Attendance Secretary	22.64	23.57	24.60	25.67	
	26	Data Entry Clerk Secondary					
	32	EA - Interpreter					
		General Maintenance Technician					
	25	Librarian, Elementary					
	19	Library Technician - Secondary					
	27	Maintenance Certified - Locksmith					
	20	Secretary, School Services					
	25	Secretary, Guidance					
21	Secretary, Learning Services						
5	28	Accounting Clerk					

	34	Chaplaincy Leader					
	58	Communication Administrator					
	35	Computer Support Technician					
	39	Computer Systems Assistant					
Band	Job #	Positions	Years of Experience				
			start	1	2	3	4
5	36	Custodian, Charge - Elementary	24.16	24.88	25.62	26.38	
	40	Custodian, Charge - Secondary					
	64	Driver/Courier					
	33	EA - Intervenor					
	30	Head Secretary					
	31	Librarian, Secondary					
	25	Student Support Administrator					
	37	Early Childhood Educator	21.87	23.54	25.22	26.90	28.59
6	41	Audio-Visual Technician					
	46	Communications Assistant					
	42	Maintenance Certified - Welder & Glazier	25.72	26.64	27.63	28.58	
	44	Recreation Assistant					
7	54	Educational Assistant					
	38	Elementary Secretary					
	23	Library & Media Services Librarian (L.M. Cataloguer)	28.38	29.37	30.31	31.24	
	45	Maintenance - Fire/Security Technician					
	47	Social Skills Assistant (EA)					
8	48	Maintenance - Certified - Cabinet Maker					
	50	Maintenance - Certified - Carpenter					
	49	Maintenance - Certified - HVAC					
	52	Maintenance Grounds Keeper	28.38	29.37	30.31	31.24	
	59	Musical Accompanist					
	51	Positive Behaviour Support Assistant - EA					
	57	School Data and Information Administrator					
9	60	Assistive Learning Technology Support Technician					
	56	ESL Instructor - Certified	28.38	29.37	30.31	31.24	
	56	ESL Instructor Non-Certified					
	61	Infrastructure Services Technician					

43	LBS Instructor - Certified				
43	LBS Instructor - Non-Certified				
55	Maintenance - Certified - Boiler Technician				
63	Electrician & Network/MultiMedia Installer				
53	Maintenance - Certified - Plumber				
62	Network and Telephony Services Technician				

**CUPE LOCAL 4186
SCHEDULE 'A' GRANDPARENTED RATES ONLY FOR
THOSE POSITIONS THAT DID NOT INCREASE AS A RESULT
Effective September 1, 2021 - 1% Increase**

Positions	Years of Experience			
	start	1	2	3
Accounting Clerk	23.99	25.06	26.16	27.32
Cafeteria Charge	21.62	22.56	23.59	24.66
Chaplaincy Leader	27.66	28.66	29.66	30.69
Computer Support Technician	25.72	26.64	27.63	28.58
Computer Systems Assistant	25.72	26.64	27.63	28.58
Custodian - Elementary/Secondary	22.55	23.26	23.94	24.66
Custodian, Charge - Elementary	24.16	24.88	25.62	26.38
Custodian, Charge - Secondary	24.76	25.50	26.25	27.01
Data Entry Clerk Secondary	23.99	25.06	26.16	27.32
EA - Interpreter	25.72	26.64	27.63	28.58
EA - Intervenor	25.72	26.64	27.63	28.58
ESL Instructor - Certified	-	-	-	41.97
ESL Instructor Non-Certified	-	-	-	40.59
Grounds Assistant/General Maintenance	22.64	23.57	24.60	25.67
Maintenance - Fire/Security Technician	28.38	29.37	30.31	31.24
LBS Instructor - Certified	-	-	-	41.97
LBS Instructor - Non-Certified	-	-	-	40.59
Librarian	27.66	28.66	29.66	30.69
Maintenance - Certified	28.38	29.37	30.31	31.24
Maintenance - General	28.38	29.37	30.31	31.24
Recreation Assistant	27.66	28.66	29.66	30.69

Attachment #1 and Attachment #2 and Attachment #3 to be revised and replaced with work group MOA.

The parties agree that the parties establish a working group within 90 days of ratification for the purpose of resolving issues related to ESL/LBS status, pension, benefits, etc. as identified by the Union during the bargaining process.

Any agreements to address or rectify these issues will be incorporated into a memorandum of Agreement which will form part of the Collective Agreement, run concurrently with it and will have the same expiry date as the Collective Agreement.

LETTER OF AGREEMENT I

The parties agree that an educational training program for the selection of Employees who wish to become charge custodians, will be established by the Board with input from CUPE 4186.

The training program would create a pool of qualified individuals who would be eligible to apply to posted charge custodian vacancies. When no current charge custodian applies to a posting, the successful candidate will be selected from the custodial pool based on seniority.

LETTER OF AGREEMENT II

PDT – Elementary Supervision

The parties agree that all full-time Educational Assistants will have their hours scheduled at seven (7) hours per day effective September 1, 2011.

The parties also agree to the establishment of a new position to assist with elementary student supervision outside of the instructional hours. The daily hours shall not exceed two (2) hours of remuneration in accordance with Schedule "A".

The position title is Elementary School Student Supervisor and shall be included in Schedule "A" effective upon ratification.

The rate of pay for this position is established at \$16.25 effective upon ratification, and shall be increased by 3% on September 1, of 2009, 2010 and 2011.

All current CUPE Noon Hour Assistants will be given first opportunity to apply to these positions.

The Board will establish and provide adequate training.

The parties agree that a portion of the new allocation in the GSN Pupil Foundation Grant, starting in 2008-2009, to enhance funding for student supervision will be applied to support the foregoing positions.

LETTER OF AGREEMENT III

PDT Implementation – Education Assistants

Education Assistants covered by this Collective Agreement are currently employed for at least one hundred and ninety-four (194) paid working days per school year, which level shall be maintained.

Section 5 of the PDT Agreement dated May 27, 2008 details, among other things, the government's intention, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-2009 to enhance funding for student supervision.

Furthermore section 5 of the PDT Agreement dated May 27, 2008 details the government's intentions to:

- Increase the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% in 2011-2012, and;
- Increase the Special Education Per Pupil Amount (SEPPA) in the GSN in 2011-2012;

Subject to the above, the Board will apply these funding enhancements in 2011-2012 to increase, if required, the number of hours worked by Education Assistants up to seven (7) hours per day.

In the event that there is residual funding from the 2011-2012 allocation the Board will use the funds to offset the cost of, or add to, the complement of seven (7) hour Education Assistant positions.

The Board will share the actual calculations and application of the actual enhancement when those figures are finalized.

The incremental hours added to provide seven (7) hours worked by Education Assistants per day must include scheduled supervision of students or after-school homework support.

Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

Any dispute arising from the implementation of this agreement may be referred to arbitration by either of the parties. An arbitrator shall have the jurisdiction to determine whether the implementation of this agreement has been completed in

accordance with the terms of this agreement and the PDT Agreement and to make orders and grant remedies as deemed appropriate.

LETTER OF AGREEMENT IV

Note 1 This letter is for information purposes only and is not grievable.

Note 2 During the term of this agreement any amendments under OMERS will similarly be applied to this document.

Re: OMERS LANGUAGE REGARDING: DEFINITION OF CONTRIBUTORY EARNINGS

Definition of contributory earnings

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

- 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 (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (e.g. flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole, 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 un-purchasable service;

- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- Living accommodation premiums provided (if paid as a form of compensation and not as direct expense reimbursement);
- Ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (e.g. 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 service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

1. 1 year (calendar or school year) of employment = 1 year experience on grid.ii) Such experience will be credited to a maximum of three (3) years experience credit on the date of hire. Letter of Agreement V

LETTER OF AGREEMENT V

Re: MacDowell Award

1. In the application of Article 17 of the Collective Agreement between the parties, the following principles shall apply:
 - a. "Experience" and "experienced" shall include relevant and applicable experience in other positions both inside the Board and outside the Board.
 - b. "Experience" and "experienced" shall not be interpreted to mean that eligibility to bump under Article 17.03 requires an employee to have previously occupied the position s/he seeks to bump into.
 - c. When an employee requests to bump a junior employee under Article 17.03, the Employer may assess whether the employee is skilled, abled, experienced and qualified to perform the work of the junior employee by way of an assessment which may include test(s) and/or an interview. The Board shall not deny an

employee requesting a bump the opportunity to be tested and/or interviewed for this purpose unless it is apparent that the employee does not have the minimum qualifications for the position.

- d. If an employee has been assigned to the specific position that s/he is requesting to bump into within the last five years, s/he shall be deemed to be skilled, abled, experienced and qualified to perform the work, without the need for a test or interview.
- e. The Board shall establish the means and content of the test to be applied and the questions asked in interviews in its sole discretion, provided that its discretion is exercised reasonably and in good faith.
- f. The Employer's right to test and interview in the case of bumping does not detract from or compromise the employee's right to bump a junior employee if s/he is skilled, abled, experienced and qualified to perform the work of the junior employee. Rather the test and interview shall be designed and conducted to assist the Employer to make that determination.
- g. An employee who has received notice under Article 17.05 may bump a junior employee in a higher-rated and/or higher FTE position, provided that s/he is skilled experienced, abled and qualified to perform the work of the higher-rated position, which determination may be made with the assistance of the applicable testing/interview process as aforesaid.
- h. Bumping into part of a position shall not be permitted. For example, an employee declared redundant from a 0.5 FTE or a 1.0 FTE position may bump an employee with less seniority into a 1.0 FTE position, but may not bump into only 0.5 FTE of a 1.0 FTE position.
- i. Notwithstanding paragraph (h), due to the nature of their assignments, librarians shall be permitted to bump into part of a position.
- j. The parties acknowledge and agree that bumping, while required by the collective agreement where a notice under Article 17.05 is issued, may be disruptive to employees and to the operation of schools. Therefore, where reasonably possible, the Employer shall meet with Local 4186 before the issuance of any Article 17.05 notice for the purpose of discussing the impending notices and whether there may be mutually agreeable ways to avoid or delay bumping and/or the implementation of the bumps in order to minimize the effect of bumping during the school year. If the parties are unable to mutually agree on

alternatives, before the Article 17.05 notice is issued, then the collective agreement process and this Memorandum of Agreement shall apply.

2. PK1010/12.57/Policy and PK199/12.31/Policy are withdrawn without prejudice or precedent to any other matter between the parties.
3. Paragraph one (1) is to be interpreted in conjunction with, and not in opposition to, the parties' collective agreement.

Historical Appendix of Article 28 Terms of Reference Only

Language from the September 1, 2014 – August 31, 2017, and Extension Until August 31, 2019

- 28.01 (a) The transition of members to the benefits plans set out in this Article will be made as soon as arrangements can be made with the respective benefits carriers.
- (b) The Employer will continue to pay its share of the applicable premiums for a period of up to seventy-five (75) working days for eligible Employees while they are on sick leave.

Extended Health Care Plan

(Reference paragraphs C5.00 and Letter of Understanding #9 in Part A.)

- 28.03 During the lifetime of this Agreement, the Employer will continue to provide an Extended Health Plan, including hearing aid coverage, with respect to Employees covered by this Agreement and to pay one hundred percent (100%) of this applicable rate.

Vision care coverage shall provide a maximum of two hundred dollars (\$200.00) per Employee every two (2) years. Eye examinations performed by a registered, licensed Optometrist or Physician, up to a maximum of \$50.00 every 24 months (available only where eye examinations are not covered by the Provincial Health Insurance Plan).

There will be a co-insurance feature to the drug benefit so that the Plan pays eighty-five percent (85%) of the cost of the drug per covered individual and the Employee pays the remaining fifteen percent (15%) of such cost. In addition, on items other than drugs, there will be a co-insurance feature on the first one thousand dollars (\$1,000.00) cost per covered individual (not including vision care costs) with the Plan paying eighty-five percent (85%) of these costs and the Employee paying fifteen percent (15%) that remains and one hundred percent (100%) thereafter. There will be a ten thousand dollars (\$10,000.00) per year per covered individual limitation on the use of Registered Nurses and a three hundred

dollar (\$300.00) per year per covered individual limitation on the use of Paramedics.

**Sick Leave Plan
(Reference Paragraph C6.00 and Letter of Understanding #8 of Part A.)**

- 28.04 (a) The existing sick leave plans of the predecessor boards shall continue until August 31, 1999.
- (b) Effective September 01, 1999, the Employer agrees to provide to each Employee a total of twenty (20) sick leave days per year to be used for the purposes of sick leave.
- (c) There shall be no accumulation of unused sick leave credits.
- (d) When an Employee has used their twenty (20) days of sick leave in the course of a year, they will then receive sixty-six and two thirds percent (66 2/3%) of salary for the duration of their absence to a maximum of seventy-five (75) working days absence at which time Long Term Disability Insurance may be applicable.
- (e) The Employer may implement an Early Intervention Program which includes an Adjudication and Rehabilitative Services component. The Employee shall provide documentation as required. Failure to cooperate with such program shall disqualify the Employee from access to benefits provided under the sick leave plan.
- (f) The number of days available to Employees who work less than full-time shall be pro-rated.
- (g) Where an Employee commences employment after September 1st in any year, the sick leave of twenty (20) days shall be calculated on the basis that twenty (20) days bear to the number of days in the work year.
- 28.05 (a) As of August 31, 1999, a calculation shall be made to determine the unused accumulated sick leave credit balances for Employees of the predecessor boards who were eligible to accumulate such credits. The balance for each Employee shall be set aside in an accumulation register. The Employee may elect to access these day(s) at one hundred percent (100%) salary instead of receiving sixty-six and two-thirds percent (66 2/3 %) of wages, provided sufficient credit(s) remain in their accumulation register.

- (b) Upon retirement or termination of employment, no adjustment shall be made for the balance of credits which remain in their accumulation register.

Reinstatement of Benefits

- 28.06 Once an Employee has been disabled and is receiving benefits under the sick leave plan, a subsequent disability is defined as recurrent when it is separated from the previous occurrence by less than ten (10) consecutive working days of full-time employment, or equivalent. In such cases, the re-occurrence is treated as a continuation of the previous disability and the Employee continues to receive benefits up to the maximum benefit period.

When an Employee returns to work for a period in excess of ten (10) consecutive working days of full-time employment, or equivalent, any re-occurrence is treated as a new disability.

Layoff or Termination of Employment

- 28.07 When an Employee is totally disabled on the date of layoff or termination, and such disability continues uninterrupted, the Employee shall continue to receive benefits for such disability until the date total disability ceases, or until the date on which the maximum disability is received whichever is earlier.

Group Life Term Insurance

(Reference paragraphs C5.00 and Letter of Understanding #9 in Part A.)

- 28.08 Employees shall participate in a Group Life Term Insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) or two and one-half (2 ½) times the Employee's annual salary to a maximum of one hundred thousand dollars (\$100,000.00) whichever is greater. Eighty-five percent (85%) of the premium of the Plan shall be paid by the Employer. Life Insurance for an Employee's spouse will be available provided the Employee pays the entire premium costs of such life insurance.

Dental Plan

(Reference paragraphs C5.00 and Letter of Understanding #9 in Part A.)

- 28.09 During the lifetime of this Agreement, the Employer will pay one hundred percent (100%) of the billed premiums of a Dental Plan, including root canal work. There will be an eighty-five percent (85%) co-insurance feature so that the Plan will pay eighty-five percent (85%) of the dental costs to a maximum of one thousand dollars (\$1,000.00) per annum per person covered and the Employee will pay the remaining fifteen percent (15%) of such costs. An Employee who exceeds the one thousand dollars (\$1,000.00) annual per person coverage will pay 100% of the cost

of dental billings however after the end of the policy year (December 31) may request reimbursement for eighty-five percent (85%) of such billings for procedures covered by the plan provided proof of payment satisfactory to the Employer is provided to the Employer's Benefits Administrator. On orthodontic coverage, the co-insurance feature will be fifty percent (50%) so that the Plan will pay once for each person covered fifty percent (50%) of the costs to a maximum of three thousand dollars (\$3,000.00) per person. For major restorative services (standard bridges, crowns and bridgework), the co-insurance feature will be fifty percent (50%) of the costs to a maximum of one thousand dollars (\$1,000) per calendar year.

- 28.11 All Employees working less than forty percent full-time equivalent (40% FTE) will not qualify for benefits as set out in this Article save and except for the sick leave provisions as in clause 28.04.
- 28.13 All the insurance mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of these policies shall be sent to the Union as of the date of the signing of this Agreement only and in future, at the written request of the Union, whenever there are changes in the coverage provided in the policies. Any dispute over payment of benefits under any such policies shall be adjusted between the Employee and the insurer concerned.
- 28.14 The Employer confirms that prior to switching the existing insurance carrier of the Benefits Plans, it will discuss such change at Union/Management. Such change(s) will not result in reduction of benefits contained in this Agreement.

**Access to Sick Leave Credits Following Birth of Child
(Reference C6.00 of the central Collective Agreement)**

- 28.16 In the six (6) week period of absence following the date of childbirth, an Employee, with supporting medical documentation, shall be entitled to access the remainder of their sick credits and any sick credits in their accumulation register. The medical documentation shall confirm that health reasons prevent the Employee from working up to a continuous six (6) weeks period following the birth of the child.

LETTER OF UNDERSTANDING

BETWEEN:

London District Catholic School Board

(hereinafter referred to as 'the Board')

~ and ~

Canadian Union of Public Employees, Local 4186

(hereinafter referred to as 'the Union')

Re: Interpretation of Surplus After the Commencement of the School Year - Article 14.12 c) iv.

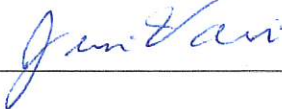
WHEREAS as part of the local bargaining that concluded on November 7, 2019, the Parties agreed that Memorandum of Agreement dated September 6, 2017 and as amended and agreed to May __, 2019 (day was not entered when signed) would be incorporated into the Collective Agreement expiring August 31, 2022 verbatim.

AND WHEREAS this language was subsequently tested during the 2020/21 school year, prior to the finalization of the local Collective Agreement. Rather than adjusting the language at this time, the Parties agree to document the agreed upon interpretation and will discuss at the next round of local bargaining.


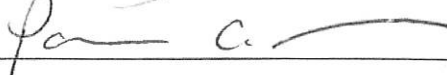
1. 14.12 c) iv. appears to apply only to the provision related to employees with less than (ten) 10 years' seniority declared surplus after the commencement of school in September each year.
2. The Parties agree that this provision will also apply to employees with ten (10) or more years seniority who are declared surplus after the commencement of school in September each year.

Dated this 11 day of November, 2020.

For the Board:



For the Union:

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE LONDON DISTRICT CATHOLIC SCHOOL BOARD

(Hereinafter called the Employer)

~ and ~

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 4186

(Hereinafter called the Union)

Re: ESL-LBS Working Group

The Parties have agreed to the following language to replace the previous Attachments #1, #2 and #3 of the Collective Agreement expiring August 31, 2019 with the following as it pertains to ESL and LBS Instructors:

1. Articles 1 to 10, 12, 15, 16, 20, 23, 24, 28.03, 28.04 a), b) c), d), 28.05, 28.06, 28.07, 40, 41 and 42 of the current collective agreement will continue to apply.
2. Article 11 – Committee Representation will apply in its entirety.
3. Article 13 – Seniority will apply in its entirety.
4. Article 14 – Job Posting will apply in its entirety with the following exception:

14.12 – Surplus After the Start of the School Year

NOTE: For ESL/LBS Instructors the reference to the School Year under this Article will be interpreted as the module.

5. Article 17 – Redundancy and Layoff will apply as amended:

NEW – Addition to 17.04 – Redundancy Notice Period

The Employer shall notify an ESL/LBS Instructor who is to be laid off work seven (7) calendar days prior to the effective date of layoff. If the Instructor has not had the opportunity to work the days as provided in this Article, they will be paid for the days for which work was not made available.

6. Article 18 – Recall will apply in its entirety.

7. Article 19 – Discharge, Suspension, and Discipline - ***this was not discussed***. Existing provisions continue to apply under 19.01 a), b), 19.03, 19.04 a), b) 19.05, 19.06, 19.07 and 19.08.

8. Article 21 – Hours of Work

NEW: Art. 21.xx - ESL/LBS HOURS OF WORK

It is understood that the ESL/LBS positions are defined by specific program funding and for a specific duration. Positions may have different start dates, end dates, duration and different hours per day or week. The school year calendar, as determined by the Employer each school year defines the specific module position durations and schedules. It is further understood that ESL/LBS employees are employed for instructional days, for which specific program funding is received. This does not preclude such employees from other provisions under this Collective Agreement. Where courses or programs are cancelled after commencing, the surplus and/or layoff provisions will be applied.

21.01 (a) ESL/LBS instructors are required to submit their Availability Form to the Principal of Adult and Continuing Education by May 31st of each year indicating that they are interested in employment for the next year's modules. Each instructor will be given the Availability Form no later than May 15th.

(b) Instructors will declare their availability to work full-time, i.e. two classes per module or part-time;

(c) The Availability Form will indicate each instructor's preference for each of the modules for the upcoming year:

(i) full-time (two classes) or part-time (one class).

(ii) location.

(d) If an employee does not wish to be scheduled at all during the module, the employee must request a Leave of Absence as per Article 28.11.

(e) Any changes to the Availability form submitted above must be submitted in writing to the Principal of Adult and Continuing Education two weeks prior to the start of a module.

(f) Best efforts will be made to accommodate the employee's preference on the Availability Form however, the final staffing allocation resides with the Principal based on the needs of the Program.

21.02 (a) ESL/LBS classes will be offered to ESL/LBS Instructors ***to a maximum of two (2) classes per module***, based on seniority and preferences indicated on the Availability Form and subject to being qualified and based on the current structure of the Continuing Education Program.

(b) The Board agrees to provide the Union with a copy of the annual ESL/LBS school year calendar each September subject to any further adjustments throughout the year.

(c) No new instructors may be hired until all instructors on lay-off have been recalled and all employees who have indicated on the Availability Form to increase their instructional load have been given the opportunity to work.

21.03 Any matter which is of concern to either party to this Collective Agreement may be the subject of discussion at the regularly scheduled meeting of the Union Management Committee.

21.04 Any employee covered by this Collective Agreement shall be provided with a copy of this Collective Agreement.

21.05 Opportunity for job-sharing will be provided subject to the approval of the Principal of Adult and Continuing Education, and shall not be unreasonably withheld.

21.06 Notwithstanding the provisions of Article 24, at the Employer's request, an ESL/LBS Instructor may be permitted to work additional hours over and above their regular schedule. Payment for such additional hours over and above their regularly scheduled time will be paid at the Employee's regular rate of pay to a maximum of 44 hours per week. ***Overtime rates or premiums will not be triggered unless those hours are in excess of the weekly overtime threshold provided in the Employment Standards Act.*** The employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:

- (i) Skill, ability, qualifications and experience required for the work.
- (ii) Availability of any Employee permanently assigned to the location.
- (iii) Seniority.
- (iv) Permanent/probationary Employees shall be given preference over casual Employees.

9. Article 22 – Inclement Weather – *not discussed*

10. Article 25 – Overtime – applies in its entirety as applicable. Ref Article 21,

11. Article 26 – Paid Holidays – As provided for currently in accordance with ESA provisions.

12. Article 27 – Vacations – no change. Vacation pay at 4% paid bi-weekly on hire. Increases to 6% after 5 years of service in accordance with ESA provisions.

13. Article 28 – Leaves of Absence – in addition to those outlined above, 28.01, 28.02, 28.11, 28.15 and 28.16 also apply in their entirety.

14. Article 29 – Benefits – does not apply.

NOTE: The parties agree that the ESL/LBS Instructors will transition to the Education Workers Benefits Trust by the first of the month following within 30 days of ratification of this agreement. The % in lieu of benefits currently paid will end as of the effective date of the transition to the EWBT.

Article 29.02 Long Term Disability (Reference Paragraph C6.00 and Letter of Understanding #8 of Part A)

NOTE: This provision does not apply to ESL/LBS Instructors.

Article 29.08 does not apply. **Not discussed**

15. Article 30 – Casual (All Non-Permanent) Employees – applies in its entirety
16. Article 31 – Retirement/Resignation – applies in its entirety
17. Article 32 – Health and Safety – applies in its entirety
18. Article 33 – Major Technological Change – applies in its entirety
19. Article 34 – Job Security – applies in its entirety
20. Article 35 – Transfers – applies as is applicable
21. Article 36 – Educational Assistance – applies as applicable
22. Article 37 – General Conditions – applies as applicable
23. Article 38 – Salary – applies as applicable
24. Article 39 – Payment of Wages and Allowances – applies as applicable
25. Letter of Agreement IV – OMERS **not discussed** – applies as applicable
26. The Parties agree to recommend approval of this Memorandum of Settlement to their respective members/Board and complete this approval process no later than December 14, 2020

DATED this 7 day of December 2020.

For the Board:

A Gordon
K Kristoferson
R Jms.

For the Union:

Lucy Smith
Alex Millis
Pan C
