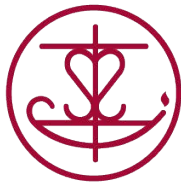


COLLECTIVE AGREEMENT

Between:



**DURHAM CATHOLIC
DISTRICT SCHOOL BOARD**
Learning and Living in Faith

(hereinafter called the “Board”)

and

**SECRETARIAL/CLERICAL/TECHNICAL STAFF
REPRESENTED BY THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 218**

(hereinafter called the “Union”)



SEPTEMBER 1, 2019 TO AUGUST 31, 2022

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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)

c) Funding will be made retroactive to September 1, 2019.

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 CUPE/COUNCIL OF TRUSTEES ASSOCIATION NOTICE OF CENTRAL DISPUTE

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.	

Revised January 31, 2018

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 _____ YYYY</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ YYYY</p> <p>Signature _____ Date _____</p> <p>Employee ID: _____</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>_____</p> <p>Telephone No: _____</p> <p>Work Location: _____</p>
<p>Employee</p> <p>Address: _____</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 <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**

* “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.

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

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

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

4.2.0 On-Going Funding

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

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

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

- d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles if any;
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 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
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- 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;
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- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
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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, 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.

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- 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.
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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).

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

2.01 The Board, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Board engaged as office, clerical and technical employees save and except Manager/Supervisors, and persons above the rank of Manager/Supervisor and the following:

- Financial Officer (DSTS)
- Financial Coordinator
- Benefits Administrator
- Staffing, Reporting and Compliance Officer
- WSIB/Disability Management Officer
- Human Resources Coordinators
- Human Resources Associates
- Human Resources Assistant
- Community Use, Partnership, and Compliance Officer
- Planning Coordinator
- Executive Officers
- Communications Officers
- Executive Administrative Assistants
- Health, Safety and Wellness Officer
- International Education Coordinator and
- Summer Students

2.02 No employee shall be required or permitted to make a verbal or written agreement with the Board or a representative which may conflict with the terms of this Collective Agreement.

2.03 In the event the Board merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 218, shall be maintained until a final determination is made under the *Ontario Labour Relations Act* as to the proper representation of the combined group.

ARTICLE 3 – MANAGEMENT FUNCTION

3.01 The Union acknowledges that it is the exclusive function of the Board to:

- (a) maintain efficiency, order and discipline;
- (b) hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided; and
- (c) operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Board's facilities not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The above functions shall be exercised in a manner consistent with the other provisions of this Agreement.

3.03 The Board has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Board shall not be in conflict nor inconsistent with the provisions of this Agreement.

ARTICLE 4 – UNION RESPONSIBILITY

4.01 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered in this Agreement and assumes a joint responsibility with the Board in assuring a fair day's work on the part of its members.

ARTICLE 5 – NO DISCRIMINATION

5.01 No discrimination or harassment or intimidation or coercion will be practiced or permitted by either the Board or the Union, or any of their officers or representatives, against any employee or any representative of the Board, by reason of, or arising out of the activities of the Board, or out of trade union membership or activity, whichever is applicable, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, disability, political affiliation or religious affiliation.

ARTICLE 6 – CHECK-OFF

- 6.01 (a) All present members shall remain members and all future employees shall become and remain members of the Union.
- (b) The Board shall deduct from every employee bi-weekly dues and assessments in accordance with the Union Constitution and By-Laws.
- (c) The T-4 Income Tax slips issued by the Board shall state the amount of Union dues deducted from each employee.

6.02 The Board shall forward such deductions pursuant to Section 6:01 to the Secretary-Treasurer or designate, of the Local not later than the tenth (10th) of the month following the month in which the deductions were made. Such remittance shall be accompanied with an electronic list of the names, addresses and phone numbers of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deduction from each employee.

In addition, twice per year, not later than the thirtieth (30th) of September and the thirty-first (31st) of January, the Board shall provide the union an electronic list of hours worked and wages since the date of the previous report, as well as the current wage rate, status and classifications of all bargaining unit employees where permissible by law from whose wages the deductions have been made.

6.03 The Union will save the Board harmless in respect of any deductions or remittances made pursuant to this Article.

6.04 Temporary employees hired by the Board for known periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01 (b).

6.05 Employees shall notify their Manager of any changes in their telephone number as soon as possible. Employees must change their address and phone number and whom to contact in case of illness on E Serve. Name changes must be provided to the Payroll department who will verify the change in name.

ARTICLE 7 – NEW EMPLOYEE ORIENTATION

7.01 Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

7.02 **New Employees**

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

7.03 **Orientation Sessions**

Where the employer conducts staff orientation sessions, the union will be provided up to 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 union will provide the employer with copies of materials used in such session and will not disparage the employer during the presentation.

7.04 **Notification of New Hires**

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

ARTICLE 8 – CORRESPONDENCE AND COMMUNICATIONS

- 8.01 (a) All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent – Human Resource Services or designate and the Chairperson of the Durham Catholic District School Board Unit of C.U.P.E. with a copy to the Recording Secretary of the Local Union and a copy to the respective Principal/immediate supervisor.
- (b) A copy of the Notification of Occurrence report which involves a lost time, health care and/or serious injury shall be sent to the CUPE Disability Management Representative. The employee shall be sent a copy of the WSIB Form 7 regarding the employee from the Board within five (5) working days of the accident.

8.02 **Labour Management Committee**

The Board will endeavour to meet with the bargaining committee of the Union and the President or designate in a Labour Management Committee for the interchange of ideas and information on matters of mutual interest and concern. There will be a minimum of four (4) meetings each school year subject to an agenda being prepared ten (10) days in advance and/or in emergency situations.

The Committee shall be comprised of equal representation wherein the Superintendent – Human Resource Services or designate and the Unit Chair shall function as the Committee Co-Chairs and shall preside over such meetings. The Union will have three (3) representatives who are employed in the Bargaining Unit as well as the President or designate from the Union Executive

to sit on the Committee. Management shall also appoint three (3) representatives to the Committee. Additional resource personnel may be invited to committee meetings upon mutual agreement.

A recording secretary shall be appointed from one of the attendees in the meeting to record the minutes of the meeting. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting. The minutes shall be reviewed and accepted at the next meeting.

ARTICLE 9 – LIABILITY INSURANCE

- 9.01 The Board shall provide insurance coverage to reimburse employees for all legal costs arising out of the defense of an employee as a result of the performance of duties providing the employee's actions were lawful. The coverage will be in accordance with limitations as outlined in the insurance policy.
- 9.02 Employees are not required to transport students in their personal vehicle.

ARTICLE 10 – UNION REPRESENTATION

- 10.01 The Board acknowledges the right of the Union to elect or otherwise appoint a union committee from among the permanent employees, and will recognize and deal with such committee on any matter properly arising out of this Agreement, provided that not more than three (3) such committee members shall attend at meetings with management representatives. In addition, the Board will acknowledge a steward appointed by the union as a member of the committee. The steward will not normally attend meetings but may act as an alternate in the absence of one of the three (3) committee members. The Local Union President or designate shall be allowed to attend all meetings.
- 10.02 The Union agrees to supply the Board with the names of the committee members, and will keep such list up-to-date at all times.
- 10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Board.
- 10.04 The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor or their appointee. It is understood that committee members will not absent themselves from duties unreasonably and that, in accordance with this understanding the Board will compensate the respective committee members at the regular rate of pay while attending negotiating meetings with management and while processing grievances. However, compensation will not be paid for such time spent outside the committee members' regular working hours.

- 10.05 A member of the bargaining committee shall be invited by the Board to be present at any meeting between a representative of the Board and that employee called for the explicit purpose of announcing discipline or a dismissal.

A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and the Recording Secretary of the Local Union.

ARTICLE 11 – NO STRIKE OR LOCK-OUT

- 11.01 There shall be no strike or lock-out so long as this Agreement continues to operate.

ARTICLE 12 – SENIORITY

- 12.01 A new employee will be placed on probation for a period of five (5) months during which time the employee will be subject to the terms of this Agreement, except for the right to grieve discharge in the five (5) months' probationary period. The probationary period may be extended by mutual agreement if the Board notifies the Union of the intended extension before the end of the original probationary period.

- 12.02 Temporary employees who are successful in obtaining regular positions without a break in service shall have their unbroken service as temporary employees credited to them as seniority retroactive to their last date of hire as temporary employees. This will apply except that temporary employees working less than a thirty-five (35) hour week shall have their seniority accumulation pro-rated on the basis of thirty-five (35) hours of work equal to one week of total service and seniority with the Board.

Note: Broken service is normally a period for which the Board does not pay wages and for which the employee is absent from work (absence from work may result from the Board being closed or the employee not being available for work).

New employees shall be required to complete one year of service in the position for which they were originally hired before being eligible to post to other positions with the Board.

- 12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Board or any Board amalgamated with the Durham Catholic District School Board.

Should more than one person have the same hire date, lots shall be drawn at the time of hire to determine order of seniority. The Unit Chairperson shall be present and shall participate in the draw.

12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.

12.05 The Board will maintain a seniority list showing the date upon which each employee's service commenced, as adjusted by Article 12.02 and 12.04.

Any employee may request information from the Board relative to the employee's own seniority. A copy of the seniority list shall be supplied to each employee on or about January 31st of each year.

12.06 An employee will lose seniority in the event that:

- (a) the employee resigns or retires;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) following lay-off, is notified by registered mail to the last address on the Board's records to return to work and fails to notify the Board within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification;
- (d) the employee is absent from work for a period of three (3) working days without notification to the Board, or without sufficient cause; and
- (e) the employee is laid off continuously for a period of more than twenty-four (24) months.

12.07 Subject to the provisions of Section 12.06, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.

12.08 The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit, then service inside the Bargaining Unit plus a maximum of two (2) years' service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.

12.09 A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the employee's credit as of the date of transfer.

12.10 It is understood that employees working the shorter work year do not have the right to bump twelve (12) month employees in relation to the summer lay-off.

- 12.11 The parties agree that all accommodation opportunities shall be exhausted within the respective CUPE Bargaining Unit prior to investigating opportunities in other CUPE Bargaining Units. An employee transferring from one CUPE Bargaining Unit under "Duty to Accommodate" shall begin to accumulate seniority from the date of transfer into the new Unit for job posting and promotion purposes. Board seniority shall continue for purposes of vacations, lay-offs, recalls and employee benefits. The Board shall work directly with the CUPE Disability Management Representative and/or Chairpersons on a case by case basis to ensure the transitions are done effectively and fairly with minimum disruptions. The Union and Bargaining Unit employee will work cooperatively with the Board, including considering all reasonable options, to satisfy the parties' joint duty to accommodate obligations.

ARTICLE 13 – LAY- OFFS AND RECALLS

- 13.01 Lay-offs and recalls will be based on the skills, abilities and qualifications of the employees in relation to the available work, and as among several employees in whom such qualifications are relatively equal, seniority will be the governing factor. Unless legislation is more favourable to the employees, the Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off.
- 13.02 Employees shall be recalled in the order of their seniority subject to the provisions of 13.01.
- 13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.
- 13.04 (a) A permanent employee who is subject to lay-off may bump a less senior employee from an equivalent or lower classification for which they possess the minimum requirements and ability to perform the job.

Employees so bumped shall follow the bumping procedure as outlined above. Employees must initiate the bumping procedure no later than three (3) working days after the employees have received written notification of lay-off. The three (3) day time limit may be extended where reasonable extenuating circumstances exist.

Employees who bump laterally or to a lower Band level will be paid at the step in the new position which is closest to their then current pay. This may be equivalent or lower. They will not receive a salary which is greater than the maximum of the lower level jobs.

- (b) In the event of a reduction of hours occurring in a school with more than one (1) administrative assistant, the administrative assistant with the least school seniority in that school will be affected in that Band, unless the administrative assistant with more seniority in that particular school can mutually agree with the other administrative assistant to move.

Note: Also see 14.01.

13.05 Grievances concerning lay-offs shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 14 – PROMOTIONS AND JOB POSTINGS

14.01 (a) When new jobs are created or where a vacancy exists, the Board shall post such positions for a period of five (5) working days and shall state the nature of the position, normal requirements of the job, required knowledge and education, skill, ability, location and salary Band. A copy of the posting shall be immediately forwarded to the Union. Employees will be allowed one successful job posting within the same Band in a twelve (12) month period. The duration of the twelve (12) month period shall begin as of the date when the employee is advised of the appointment unless the start date is identified as a specific date in which case the twelve (12) month period will start as of the date identified on the posting.

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

If an employee is presently working at one (1) or two (2) half-time positions and a full-time posting becomes available, this employee will be allowed to post and be considered for this position although the employee has not completed the full ten (10) month period.

Appointments- Promotions of a permanent nature will be based on the abilities and qualifications of an employee to satisfactorily perform the normal requirements of the position. As among employees whose abilities, qualifications and performance are relatively equal, seniority shall govern.

Debriefing: An employee who has applied for a new position or vacancy in accordance with Article 14.01 and has not been successful shall be given the opportunity of a debriefing session if she/he so requests.

When enrolment statistics are completed at the end of September of the current year, employees with a reduction of hours shall be allowed to choose from schools with increased enrolments within the same job classification at which time the remainder surplus hours shall be posted. In this event, the employee with the most seniority affected by a reduction shall have first choice choosing from schools with increased enrolments. In the event that there are no surplus hours available the employee will be subject to layoff in accordance with Article 13 of this Agreement.

An employee who is currently employed with the Board and paid at the Band 8 level and is placed in two (2) 0.5 elementary school secretarial positions

as a result of declining enrolments, shall be compensated at the Band 8 level.

In the event that no employee is considered suitable, the Board will be free to fill the promotional vacancy from whatever source it chooses.

A successful applicant will be given up to a three (3) month trial period. If the employee fails to qualify during this period, the employee shall be transferred back to the employee's original job Band. If such a transfer causes a less senior employee to become surplus, such an employee shall then be laid off. The position left open by such a transfer back shall be subject to the posting procedure.

If the applicant feels unable to continue in the position, during the three month probationary period, a letter of permission shall be given to allow the employee to apply to posted positions. If the employee is successful in posting to another position, the employee must remain in the new position for the twelve (12) month period.

- (b) Employees shall be required to complete twelve (12) months of service in the position for which they were transferred or promoted to before being eligible to post to other positions with the Board. However, if the posted position would constitute a promotion, the employee shall be required to complete ten (10) months of service in their current position.

New employees shall be required to complete twelve (12) months of service in the position for which they were originally hired before being eligible to post to other positions with the Board.

- 14.02 Any employee who has given good and faithful service to the Board and who has become unable to do the customary work due to sickness or injury will be given consideration for any work available within the employee's capabilities.
- 14.03 The Union shall be notified of all hirings, lay-offs, permanent transfers, promotions and terminations of employment.
- 14.04 The Board agrees to post courtesy job postings for newly-created permanent positions which are not covered by this Agreement prior to advertising outside the Board. The Union agrees that the selection of the successful applicant shall be at the sole discretion of the Board and is not subject to this Agreement or to arbitration.
- 14.05
 - (a) All newly appointed employees will start at the minimum salary of the band to which they are assigned or at such greater rate as the Board may decide is commensurate with the employee's ability and experience.
 - (b) An employee promoted from one band to another shall be placed in the new band which represents an increase of a minimum of \$0.60 per hour or an

amount not to exceed the Year 2 rate of the job class. In no event shall an employee receive a reduction of pay as a result of a promotion.

Employees transferring to positions in a lower band shall not be paid at pay rates exceeding the Year 2 level unless the employee has demonstrated previous successful working experience relative to the job description of the new posting.

Employees transferring laterally in the same band shall not be paid at pay rates exceeding the Year 2 level.

(The only exceptions being when an employee who has previously performed this responsibility with the Board and/or when a 1.0 elementary administrative assistant changes to 0.5 in an elementary school.)

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Regular Employee Grievance

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Board, it shall be heard in the following manner:

Informal Step

Before being considered a grievance, the employee shall first attempt to resolve the dispute verbally with the immediate Supervisor/respective Principal. In this discussion, the employee may be accompanied by a Union representative. Failing a resolution, the matter may become the subject of a grievance and be dealt with as follows:

Step 1

If the Committee considers the grievance justified, a grievance shall be completed on a standard form supplied by the Union, and submit the grievance to the Human Resource Services Department with a copy to the immediate Supervisor/respective Principal no later than ten (10) working days of the incident or occurrence of the grievance.

The employee(s) concerned, with a member of the Union Committee, shall take the matter up within ten (10) working days, or such time as is mutually agreeable between the Board and the Union, with the Human Resource Services Department. The Board shall respond in writing within ten (10) working days.

Step 2

In the event the grievance remains unsettled to the satisfaction of the employee, the matter will be referred to the Superintendent – Human Resource Services within ten (10) working days from the response at Step 1 and a meeting shall be convened within ten (10) working days or such time as is mutually agreeable between the Board and the Union, at which time the grievance will be discussed. The Superintendent – Human Resource Services will then render the Board's decision in writing within ten (10) working days of the date of such meeting.

Step 3

If no settlement can be reached and the grievor wishes to continue the grievance, the grievor and/or representatives of the Union on the grievor's behalf, shall request a meeting with the Director of Education within ten (10) working days after receipt of the Superintendent – Human Resource Services reply. The Director of Education shall convene, within ten (10) working days of receipt of the request or such time as is mutually agreeable between the Board and the Union to review the grievance. The written decision of the Director of Education shall be given within fifteen (15) working days following the convening of the meeting.

15.02 Policy Grievance

Either party may initiate a grievance arising out of any difference between them as to the interpretation, application, administration or alleged violation of this Agreement. Step 1 of the grievance procedure shall be eliminated in such policy grievances and the processing of the grievance(s) will commence with a meeting between the Superintendent – Human Resources Services and the Union Committee to be held within ten (10) working days of receipt by the non-grieving party of the written statement of the grievance.

15.03 Discharge Grievance

A claim by an employee with seniority that the employee has been discharged without reasonable cause shall be treated as a grievance if a written statement of the grievance, signed by the employee and a committee person, is lodged with the Board within five (5) working days after the employee ceases to work. Step 1 of the grievance procedure shall be eliminated in such discharge grievances and the processing of the grievance will commence at Step 2.

15.04 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or the President of the Local Union when processing any grievance.

15.05 A record of an employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

An employee may request any adverse letter or report to be removed from the file following the twenty-four (24) month period.

15.06 The time limits in this Article may be extended by mutual agreement between the parties.

ARTICLE 16 – ARBITRATION

16.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 15, it may be submitted to arbitration, provided that the party seeking arbitration notifies the other party in writing to that effect not more than twenty (20) working days after the date of the rendering of the final decisions under Article 15.

A single arbitrator, as mutually agreed upon by the parties, shall be appointed. At the request of either party, a Board of Arbitration shall be established in the manner provided in the Ontario Labour Relations Act, as amended from time to time.

16.02 Each party shall bear the expenses of its representatives, witnesses, and the preparation and presentation of its own case. Each party shall be responsible for the expenses of its own nominee to the Arbitration Board. The expenses of the Chairperson or single arbitrator shall be shared equally by the parties.

16.03 The Arbitration Board or single arbitrator shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.

16.04 In cases involving discharge, the Arbitration Board or single arbitrator may confirm the action of the Board, or may reinstate the employee with full or partial compensation for time lost, or may render such other decision or provide such other remedy as it may in its discretion consider just and equitable.

ARTICLE 17 – FIRST-AID KITS

- 17.01 First-aid kits shall be supplied and maintained by the Board and kept in places that are easily accessible to all the employees.

ARTICLE 18 – WAGES

- 18.01 Wage rates set forth in Schedule “A” are hereby declared to form part of this Agreement.
- 18.02 Employees will be paid every two (2) week period via direct deposit in accordance with Article 18.03 of this Agreement as per the normal payroll processing periods.
- 18.03 The Board will have its banking firm deposit the pay of each employee in an account designated by the employee. On or before each scheduled pay day, every employee shall receive an electronic pay statement with an itemized statement of deductions.
- 18.04 In the event that a new position is created within the Bargaining Unit, the wage rate to be applied thereto shall be in accordance with the Job Evaluation Terms of Reference. The position shall be subject to an evaluation after completion of one (1) year of service. As a result of the evaluation, this position shall not be re-posted.
- 18.05 Where an Elementary School Administrative Clerk replaces an Elementary School Senior Administrative Assistant during an absence other than on a leave for vacation shall be paid at Band 8, Year 1 effective the fifth (5th) consecutive working day (excluding statutory holidays) as the replacement. In this event, the payment shall be made retroactive to the first (1st) day as the replacement.

A person employed at the Catholic Education Centre replacing another employee employed at the Catholic Education Centre, other than on a leave for vacation, in a higher pay band shall be paid at the higher pay band at a level which represents a wage increase of a minimum of \$0.60 per hour in the Band for whom they are replacing or an amount not to exceed the Year 2 rate of the job class. This will take place effective the fifth (5th) consecutive working day (excluding statutory holidays) as the replacement. In this event, the payment shall be made retroactive to the first (1st) day as the replacement.

A permanent employee who replaces another employee in a higher paid classification in a secondary school shall be paid at the respective pay band at a level which represents a wage increase of a minimum of \$0.60 per hour effective the fifth (5th) day as the replacement. In this event, the payment shall be made retroactive to the first (1st) day as the replacement. It is understood that the Principal shall assign the replacement employee.

- 18.06 Where a Catholic Education Centre employee's supervisor is absent, except in the case of leaves for vacation, the employee called in to replace them shall receive the higher wage effective the fifth (5th) consecutive working day (excluding statutory holidays) of the replacement. In this event, the payment shall be made retroactive to the first (1st) day as the replacement.

Where the Payroll Clerk is called in to replace the Supervisor Payroll Services, during their absence, except in the case of leaves for vacation, the Payroll Clerk shall receive the higher wage effective the fifth (5th) consecutive working day (excluding statutory holidays) of the replacement. In this event, the payment shall be made retroactive to the first (1st) day as the replacement.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

- 19.01 (a) The regular work week for regular full-time employees shall consist of five (5) working days of seven (7) hours each, Monday to Friday, to be scheduled between 7:30 a.m. and 5:00 p.m., with a one (1) hour unpaid lunch. All shifts shall be continuous hours of work including the unpaid lunch and scheduled breaks. Any exceptions to the above shall be mutually agreed to by the Board and the Union.

Subject to the needs of the Catholic Education Centre, the Switchboard/Receptionist hours may be scheduled between 6:30 a.m. and 5:30 p.m., Monday to Friday, with a one (1) hour unpaid lunch.

In the Information and Communications Technology Department, the regular hours of work may be scheduled, where mutually agreeable, between the hours of 7:30 a.m. and 5:30 p.m., Monday to Friday. The Computer Technician, Network Technician and Computer Application Support Technician employees shall be employed on a regular eight (8) hour per day basis, Monday to Friday, with a one (1) hour unpaid lunch period. The eight (8) hour schedule shall not be spread over a period longer than nine (9) hours. Article 19.01(e) of the Collective Agreement referring to overtime eligibility, shall only apply to those in excess of eight (8) hours per day.

The hours of work for the SFE/Receptionist are 7:30am to 3:30pm Monday to Friday. The additional 15 minutes as per 19:01(h) shall be worked at a mutually agreeable time between the Board and the employee in the evenings Sunday to Thursday.

- (b) The work year for personnel employed in the Catholic Education Centre and secondary schools shall consist of twelve (12) calendar months, January to and including December. The work year for personnel employed in elementary schools shall consist of the school year plus one (1) additional week following the finish of the school year, ending on a Friday, and two (2) weeks prior to the start of the school year.

- (c) Employees in the Catholic Education Centre shall be allowed to select the option of working the shorter work year. Only fifty percent (50%) of the employees in a department shall be allowed, where possible, to work the shorter work year in any one (1) year.

Any exceptions to the above shall be mutually agreed to by the Union and the Board.

- (d) Employees in elementary and secondary schools as of September 25, 1990, with the exception of the Secondary Administrative Assistant will have one of the following options to select as the work year.

Option 1 - Remain employed for twelve (12) calendar months, January to and including December.

Option 2 - Be employed for the school year plus one additional week following the finish of the school year, ending on a Friday and two (2) weeks prior to the start of the school year.

The option selected by current employees will remain with that employee as long as they are a member of this Bargaining Unit.

Current employees who choose the twelve (12) month option may by December 31st of any year change to the ten (10) month three (3) week option. However, changes from option 2 will only be granted by the Director of Education for extenuating circumstances.

New employees for elementary schools will be employed for a work year consisting of the school year plus one (1) additional week following the finish of the school year, ending on a Friday and two (2) weeks prior to the start of the school year.

Employees employed in the Catholic Education Centre as of September 25, 1990 who post to positions in elementary schools shall be allowed to select Option 1 or Option 2. Those who post to positions in secondary schools shall remain employed for twelve (12) calendar months, January to and including December.

- (e) Employees shall be paid at the rate of time and one half for all authorized work performed in excess of seven (7) hours per day and for all authorized work performed on Saturday, and at the rate of double time for all authorized work performed on Sunday.

An employee required to work overtime may elect to take time off in lieu of overtime pay at a time mutually acceptable to the Board and the employee. The employee shall be compensated for overtime hours by receiving one and one-half hours of paid time off work for each hour of overtime worked. In the event that no mutual agreement can be reached, the Board shall have

the final decision. Any overtime shall require the prior approval of the immediate Supervisor/Principal and the Superintendent – Human Resource Services.

- (f) Overtime and extra time in any school or office will be divided equitably among those employed in that school or office.
- (g) An employee shall be paid a shift premium of sixty-eight (68) cents per hour effective September 1, 2011 when assigned to work the afternoon shift for those hours worked beyond 4:30 p.m. only.
- (h) All twelve (12) month full-time employees shall work an additional fifteen (15) minutes per day. In lieu of payment for the additional fifteen (15) minutes per day, employees will:
 - (i) accumulate time to allow Fridays off during the summer months. Twelve (12) month employees will not be required to work Fridays during the months of July and August, with the exception of the first week following school closure and two (2) weeks prior to school opening.
 - (ii) no longer be required to provide make up time during the Christmas period to have consecutive days off, that are not covered by statutory holidays or holidays as determined by the Collective Agreement, between the day before Christmas and New Years' Day.

All twelve (12) month employees working less than full- time hours will have the fifteen (15) minutes per day to work prorated accordingly. All twelve (12) month full-time employees working more than thirty-five (35) hours per week will have the fifteen (15) minutes prorated accordingly.

Employees will not be required to work any additional time to make up for the fifteen (15) minutes per day as a result of sick days off or time off during vacation.

It is understood that any employee commencing employment or transferring to a twelve (12) month full-time position shall not be required to work any additional time over and above the extra fifteen (15) minutes per day in order to enjoy the benefits of Fridays off during the summer and time off consecutively at Christmas (as outlined in (i) and (ii) above) without additional make up time, nor shall any reimbursement or time off be given because of the date on which the twelve month position began.

Any employee who resigns or leaves employment with the Board for any reason, or leaves a twelve (12) month position to accept a shorter work week position, shall be given any reimbursement or time off because of the requirement of the extra fifteen (15) minutes work per day.

The hours in the Catholic Education Centre will be changed to 8:15 a.m. to 4:30 p.m., Monday to Friday inclusive for employees previously required to work 8:30 a.m. to 4:30 p.m. Hours of work will be similarly adjusted increasing the work hours with the additional fifteen (15) minutes (seven and one-quarter hours or eight and one-quarter hours as applicable) shall fall between the time of 7:30 a.m. and 5:00 p.m. for all other twelve (12) month employees with the exceptions mutually agreed to by the Board and the Union.

The eight and one-quarter hours as applicable refers to employees working eight hours per day. This includes the positions of Computer Technician Lead, Computer Technician, Technical Support Specialist, Computer Technician Assistive Technology, Network Engineer, DBA, Application & BI Developer, Full Stack Developer & Solutions Architect, Network & Server Administrator, Server & Application Administrator and Communications & Website Administrator.

Employees working the shorter work year (10 months, 3 weeks) are not covered by the above working arrangement and shall be required to take a vacation day(s) or a leave of absence without pay in order to have consecutive days off that are not covered by statutory holidays or holidays as determined by the Collective Agreement, between the day before Christmas and New Year's Day. The Board reserves the right to discontinue the summer work schedule described at any time.

- (i) Part-time employees shall work hours as scheduled by the Board and shall receive overtime for all hours worked in excess of the regular day or week described in this Article.
- (j) Part-time employees shall be allowed to make application for additional temporary hours in other schools, and the Board, where possible, will allow part-time employees to work additional hours. The additional hours, where granted, will not change the employee's status as a part-time employee.
- (k) Employees required to attend Board Meetings during the evening time shall be paid in accordance with the overtime rate of pay for all hours worked beyond the normal time.

19.02 The Board will grant a fifteen (15) minute rest period during the a.m. working session and a like period during the p.m. working session.

ARTICLE 20 – VEHICLE ALLOWANCE

20.01 Employees who are requested to drive and operate Board-owned vehicles within the scope of the job duties are required to maintain a valid Ontario driver's license.

Employees who are requested to drive and operate their own vehicles within the scope of the job duties are required to maintain a valid Ontario driver's license and insurance and shall be reimbursed according to the rate as set by the Board and consistent with Board policy.

The Computer Technicians, Computer Technician Lead, Computer Application Support, Computer Technician for Assistive Technology, Communication & Website Administrator, Full Stack Developer & Solutions Architect, Network Engineer, Network & Server Administrator, Server & Application Administrator and Technical Support Specialist shall receive a flat monthly vehicle allowance of \$183.33 plus the rate per kilometre as established by the Board.

- Effective September 1st 2019 - \$185.16
- Effective September 1st 2020 - \$187.01
- Effective September 1st 2021 - \$188.88

The monthly vehicle allowance shall be annualized and employees shall receive one (1) twenty-sixth (26) of the annual amount each pay.

ARTICLE 21 – VACATIONS

21.01 For vacation entitlement purposes, the vacation year is designated from January 1st to December 31st.

Employees shall be allowed vacation in accordance with the following:

Years of Service Completed	Vacation Entitlement
Less than one (1) year by December 31 st	One (1) day per month of service, maximum ten (10) days, in any case, shall not receive less than that provided under <i>The Employment Standards Act</i> in their first year of service.
Three (3) years	Fifteen (15) days
Eight (8) years	Twenty (20) days
Seventeen (17) years	Twenty-five (25) days
Twenty-five (25) years	Thirty (30) days

Vacations are normally approved in blocks of one (1) or more weeks during July, August, Christmas Break and Mid-Winter Break. The employee may request vacation in single days with a minimum of one (1) weeks notification. Requests for separate days shall be given reasonable consideration on an individual basis subject to the condition that the workplace shall not be unduly affected by the approval of the vacation time.

21.02 A Secondary Administrative Assistant entitled to three (3) weeks' or more of vacation may, by mutual agreement with the Principal and approval of the Superintendent of Human Resource Services, take one (1) week vacation at a time other than July, August, Christmas Break, Mid-term Winter Break and no more than one (1) such employees at the same location shall take vacation at the same time. Requests will not be unreasonably denied where coverage can be arranged internally within the school.

A Secondary Administrative Assistant entitled to five (5) weeks' or more of vacation may, by mutual agreement with the Principal and approval of the Superintendent of Human Resource Services, take up to two (2) weeks of vacation at a time other than July, August, Christmas Break, Mid-term Winter Break and no more than one (1) such employees at the same location shall take vacation at the same time. Requests will not be unreasonably denied where coverage can be arranged internally within the school.

Employees working in the Catholic Education Centre, the Facilities Services Building, the Student Services Department and the Adult and Continuing Education Department may be entitled to take vacation at any time during the year, upon the approval of the Supervisor.

Vacation and Replacement Lottery for Elementary School Administrative Assistants

Elementary School Administrative Assistants may take vacation during Christmas Break, Mid-term Winter Break, and from the second week in July up to the last two weeks in August. Elementary School Administrative Assistants may take up to one week vacation during the rest of the school year by participating in the vacation lottery in accordance with the following:

- (a) there will be a maximum of twenty-five (25) approved replacement days in total allocated for the Elementary School Administrative Assistants for each vacation year (in the event that the maximum of twenty-five (25) days are unused in a vacation year, they will not be carried forward to next vacation year).
- (b) requests, including the number of days being requested (max 5 days), shall be submitted via email to the HR department up to 5:00 pm January 10th of the vacation calendar year.
- (c) in the event that requests received by January 10th of the vacation year exceeds the maximum of twenty-five (25) days allocated for the Elementary School Administrative Assistants, lots shall be drawn for the maximum of twenty-five (25) days and seniority shall be the determining factor in allocating the twenty-five (25) days should a conflict exist. The Unit Chairperson will be present for the draw.
- (d) in the event that the twenty-five (25) days allocated for the Elementary School Administrative Assistants are not all requested by January 10th any remaining

replacement days will continue to be allocated on a first-come, first-serve basis to any School Administrative Assistant and seniority shall be the “tie-breaker” in the event that more than one request is received on the same date.

- (e) in order to allow other employees a similar opportunity, employees granted such time off will not be granted Lottery days the next calendar year. In the event there are no requests from other employees, their applications will be considered.

Note: Notwithstanding the language above the Board shall consider additional requests for vacation time off during the School Year for Elementary Administrative Assistants on a compassionate basis.

21.03 Should a holiday fall during an employee's vacation period, the employee shall be entitled, in lieu of such holiday, to an extra day's vacation with pay.

21.04 In accordance with the following chart, employees leaving the service of the Board, prior to completion of the vacation year, shall receive the appropriate percentage of regular earnings, to the date of termination.

Vacation Entitlement	Percentage of Earnings
2 weeks	4 %
3 weeks	6 %
4 weeks	8 %
5 weeks	10 %
6 weeks	12 %

21.05 Employees shall be entitled to vacation pay in advance of going on vacation provided the vacation has prior approval and they have notified the Board of their request three (3) weeks prior to the commencement of their vacation.

21.06 Permanent employees working less than a full-time regular work week shall have their vacation pay pro-rated accordingly.

Employees transferring from a permanent position of less than full-time regular work week to full-time will have their service at less than thirty-five (35) hours per week pro-rated accordingly for future full-time vacation entitlement.

21.07 (a) For elementary school employees working the ten (10) month and three (3) week work year, the Board, through the Director of Education, shall grant these employees time off for vacation purposes during Christmas and/or March Break.

(b) For secondary school employees working the ten (10) month and three (3) week work year, the Board, through the Director of Education, may grant these employees time off for vacation purposes during the Christmas Break subject to the condition that the workplace shall not be unduly affected by the granting of such leave and shall grant these employees time off for vacation purposes during the March Break.

21.08 Vacations shall be taken in the calendar year for which they are due. An employee shall only be allowed to carry up to five (5) days of vacation into the next calendar year.

21.09 All employees may, whenever conveniently possible, be granted a vacation period preferred by the employee or at such time as may be mutually agreed on between the Board and the employee. In the event that no mutual agreement can be reached, the Board shall have the final decision. In the event of a conflict in vacation dates between two (2) employees, the employee with the greater seniority shall have the preference.

ARTICLE 22 – HOLIDAYS

22.01 The following shall be considered holidays for the purpose of this Agreement:

New Year's Day
Family Day (if it continues to be proclaimed by the Provincial Government)
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Heritage Day (if declared a National Holiday)

Last working day preceding Christmas Day, last working day preceding New Year's Day and one additional day (in lieu of Remembrance Day) between Christmas Day and New Year's Day to be determined by the Board upon mutual consultation prior to May 1st of each year.

- 22.02 An employee shall suffer no loss of pay in respect of any holiday on which the employee is not required to work, provided that the employee shall have worked the last scheduled working day immediately preceding and the next scheduled working day immediately following the holiday. This shall not apply if the employee's absence on either or both days is by reason of illness or injury as supported by a medical certificate as provided under Article 25, or an authorized leave of absence that commenced not earlier than the fifth day immediately preceding the holiday.
- 22.03 An employee required to work on a statutory holiday will be entitled to be paid the equivalent of a day's pay at the rate of double time over and above regular pay.
- 22.04 When any of the above holidays fall on a Saturday or Sunday, the Board will substitute another day as the holiday for the purposes of this Agreement.

Twelve (12) month employees shall be allowed to request a day of vacation or request a leave of absence without pay on a Monday or Friday, should Canada Day fall on a Tuesday or Thursday. Approval shall be subject to the condition that the workplace shall not be unduly affected by granting such time.

ARTICLE 23 – LEAVE OF ABSENCE

- 23.01 The Board may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons subject to the condition that the workplace shall not be unduly affected by the granting of such leave.
- 23.02 Leave of absence without pay shall be granted to duly elected delegates not exceeding four (4) in number from the respective Bargaining Committee of Local 218 for attendance at Union Conventions and Union Business meetings. Such leave shall not exceed a total for sixty (60) person days in any one (1) calendar year for the Bargaining Committee. The Employer will consider additional days upon request and justification. Leave for the President or Vice-President are not part of the allotted days under this Article.

Requests for leaves of absence for bargaining committee members shall be sent to the Superintendent – Human Resource Services or designate for approval, with a copy for the immediate Supervisor/respective Principal.

- 23.03 (a) The Board recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Board shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections.

- (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of office. This may be extended to a further term, at the discretion of the Board.
- (c) An employee who is elected or selected for a full-time/part-time position with the Union or any body with whom the Union has affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leaves shall be renewed upon request.

The Union will reimburse the Board for the costs involved with the Board continuing the salary and sick leave arrangements in accordance with the appropriate Collective Agreement.

- (d) An employee who elects to return to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more than two (2) employees will be granted a leave in any one (1) year.
- (e) All applications for leave of absence shall be made in written form, and if granted, shall be granted in written form.
- (f) The Chairperson of the Committee shall be allowed two (2) days off per month without pay to attend to Union business, subject to the condition that the workplace is not unduly affected by the absence and proper written notice is given.

This time is not part of the allotted days under 23.02. At the Board's discretion, a replacement employee shall be provided.

23.04 The Board shall grant leaves of absence for personal reasons without pay during the Christmas and/or Winter Break. Employees in secondary schools shall only be granted the leave of absence subject to the condition that the workplace shall not be unduly affected by the granting of such leave. In this event employees shall be given the leave on a rotating basis and only 50% of the employees shall be absent on leave at the same time.

23.05 Bereavement/Compassionate Leave

Upon the death of a relative, an employee shall be granted a compassionate leave of up to five (5) working days, depending upon the time of bereavement in relation to the normal time off and the degree of relationship of the deceased, without loss of pay.

Upon the written notification to the Superintendent – Human Resource Services, the following bereavement leaves will be approved.

- (a) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days for the purpose of attending or arranging a funeral in the immediate family. The immediate family shall be defined as the spouse, parent, child, brother, sister, guardian or a person who stands in local parentis.
- (b) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of three (3) working days for the purpose of attending or arranging a funeral for the father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, or grandchild.
- (c) An employee shall be entitled to a leave of absence of a full or partial day with pay and no deduction of sick leave credits for the purpose of attending the funeral of a relative other than those mentioned above. Subject to the Supervisor/Principal's approval an employee may be entitled to a similar leave of absence for a close personal friend with whom the employee has had a long-term personal relationship.

A further two (2) days for traveling with or without pay may be allowed at the discretion of the Director.

In the event that bereavement/illness occurs during an employee's vacation period, the employee shall be granted equivalent eligible days off at the time mutually agreed to by the employee and the Board. Time off for illness shall be supported by a medical certificate as provided under Article 25. Time off for bereavement must be supported by a copy of the death notice. These days must be taken within one (1) calendar year.

23.06 Jury Duty

The Board shall make up the difference, if any, between jury pay and the employee's regular pay for any time during which an employee is required to perform jury service, or subpoenaed by the Crown as a witness.

23.07 Pregnancy/Parental Leave

This article will be administered in accordance with Part A of the Collective Agreement and shall conform with the Employment Standards Act as amended from time to time.

The Board, if requested, shall grant a pregnancy or parental leave to an employee not to exceed a total of two (2) years.

The employee will return to their own job subject to all applicable staffing processes under Article 13 and 14, provided their leave is no longer than one (1) year. Where a technological change and/or procedural changes have occurred, the employee shall receive appropriate training in order to fulfill the requirements

of the job. An employee who extends the leave beyond the one (1) year period shall be placed in a comparable position as held prior to the leave.

23.08 Adoption Leave

An employee shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the employee's child.

23.09 Paternity Leave

An employee shall be granted a leave of absence of two (2) days, without deduction of salary, related to the birth of his child, commencing from the day of admission of the mother for the birth of the child up to and including the day of discharge of the child from the hospital, and that such day is a working day.

23.10 Personal Business

Upon the approval of the respective Principal/Supervisor, a leave of absence for personal reasons for a maximum of one (1) working day per calendar year without loss of pay shall be granted. Such leave may be taken as whole or a half day. Such leave shall not extend a long weekend, March Break or Christmas Break and shall not be taken on a Professional Activity Day.

23.11 Compassionate Care Leave

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period in accordance with Section 49.1 of the *Employment Standards Act*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service. The Board will continue to pay its share of the premiums of the subsidized employee benefits if the employee contributes during the leave. In accordance with O.M.E.R.S. guidelines, if the employee chooses to contribute to the pension for the leave period, the Board will pay its share in accordance with O.M.E.R.S. guidelines.
- (c) Subject to any changes to the employee's status and position which would have occurred had he/she not been on compassionate care leave, the employee shall be reinstated to his/her former duties, on the same shift in the same department, and at the same rate of pay.
- (d) Bargaining unit employees are eligible for all statutory leaves of absence under the Employment Standards Act

ARTICLE 24 – BULLETIN BOARDS

- 24.01 The Board will provide bulletin boards at appropriate locations for the use of the Union. Matters posted will be restricted to:
- (a) notices of union meetings;
 - (b) notices of union elections or appointments;
 - (c) notices of results of union elections; and
 - (d) notices of union recreational and social activities.

ARTICLE 25 – SICK LEAVE

Sick Leave shall be in accordance with Part A, Central Terms of this Collective Agreement and as following:

- 25.01 Sick Leave is leave of absence on full pay by reason of incapacity due to illness or injury.

The Elementary School Administrative Assistant shall be replaced on the second day of illness.

- 25.02 This section shall be administered in accordance with Part A of this Collective Agreement and this Letter of Understanding.

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 which has accumulated to the credit of an employee and is unused at the termination of employment, will be cancelled except in the case of a Secretarial/ Clerical/Technical employee who retires or dies with not less than five (5) years of continuous service in which case, either the employee or the estate in the case of death will receive fifty percent (50%) of the employee's sick leave standing to the employee's credit at the date of retirement or death.

Payment of 50% of the sick leave credit will not apply to employees hired after February 14, 1988.

- 25.03 Leave of absence without pay on the grounds of incapacity due to illness or injury, shall be granted to any employee who has exhausted their sick leave.
- 25.04 An accounting of each employee's accumulated sick leave will be recorded electronically.

25.05 If an employee is prevented from performing the regular work with the Board because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act*, the Board will supplement the compensation provided by the Workplace Safety and Insurance Board for the loss of wages to the employee by such an amount that the compensation of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Board, will equal one hundred (100%) percent of the employee's regular wage after normal income tax deductions considering the tax free status of Workplace Safety and Insurance Board income.

25.06 Quarantine

An employee shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Office of Health/Doctor from attending at work. These absences shall include being exposed to and infected by pediculosis (head lice). The employee shall retain their full daily rate of pay.

25.07 Employees who are absent due to illness or accident shall maintain their positions and locations for up to one (1) year following eligibility for Long Term Disability and/or Workplace Safety and Insurance Board benefits. During this time, the Board shall fill the assignment with a temporary employee. In the event the absent employee does not return to work after this time frame, the position shall be posted as a vacancy in accordance with Article 14.

25.08 If the board requests a doctor's note or medical certificate the board shall reimburse the employee up to forty-five (\$45) dollars. The Employer shall be responsible for one hundred percent (100%) of such costs for any independent medical that they request an employee to attend.

ARTICLE 26 – CLOTHING AND/OR UNIFORMS

26.01 The Board shall provide protective or special purpose clothing where required. This shall include an allowance of up to \$100 each twelve (12) month period to assist in the purchase of approved boots.

- Effective September 1st 2019 - \$101
- Effective September 1st 2020 - \$102
- Effective September 1st 2021 - \$103

26.02 Computer and Network Technicians shall wear their own pants and shirts in the completion of their job responsibilities.

ARTICLE 27 – EMPLOYEE BENEFITS

Employee Benefits shall be in accordance with Part A, Central Terms of this Collective Agreement and as follows:

27.01 The parties will continue to be bound by any and all amendments to the OMERS Plan. The Canada Pension Plan and the OMERS Plan, as currently integrated, will be continued, subject to qualifying criteria and the aforementioned.

27.02 Long Term Disability Plan

- (a) The Board will pay one hundred (100%) percent of the premium for a Long Term Disability Plan with benefits at 73-2/3% of gross monthly salary to a maximum of \$4,000.
- (b) An employee shall accumulate seniority while on Long Term Disability for a period of up to two (2) years.
- (c) An employee who is no longer deemed disabled under the provisions of the Long Term Disability Plan shall be placed in the former or equivalent position with the Board, provided the employee is capable of performing the duties of the position and provided the employee does not replace an employee who holds more seniority.

27.03 It is agreed that LTD benefits specifically provided for in this Article will commence on the first day of the month following date of hire.

For more detailed information on LTD benefits, refer to the booklet provided by the insurance company. The benefits as described in this booklet shall be the determining factors for benefit coverage.

27.04 The benefit level and coverage outlined in Article 27 shall be maintained during the term of this Agreement. Should the Board wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

27.05 The Board shall continue to pay the Employment Insurance (EI) rebate to employees of the Bargaining Unit for as long as the Board is approved by Service Canada for the reduced Employment Insurance premium rate.

ARTICLE 28 – TUITION COSTS

28.01 The Board will reimburse tuition costs to employees who are required by the Board to take job related courses.

ARTICLE 29 – TEMPORARY HELP

29.01 (a) The Board agrees that no regular employee shall be replaced on a permanent basis by any non-bargaining unit person. This will not prohibit

the Board from hiring temporary persons to cover leaves of absence, sickness or peak load conditions.

- (b) The Board shall not have bargaining unit employees' work done by unpaid volunteers.

ARTICLE 30 – JOB SECURITY

- 30.01 No bargaining unit employee shall be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as the result of the Board contracting out any of its work or services.

ARTICLE 31 – HEALTH AND SAFETY

- 31.01 The Board shall conform with the *Occupational Health and Safety Act* and the Terms of Reference as approved by the Ministry of Labour. The Board shall ensure that all Joint Health and Safety Committee members are provided with all Board information pertaining to health, safety and work environment issues.
- 31.02 The Union and the Board agree that issues involving workplace aggression or violence shall be brought to and discussed in the Labour/Management Committee meetings and may be referred as necessary to the Joint Health and Safety Committee.
- 31.03 The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the *Ontario Human Rights Code*.
- 31.04 The Board agrees to involve the Union in the Disability Management Program. The Union's Disability Management representative and Unit Chairperson will be invited to attend related return to work meetings with employees. The Board will consult with the Union on the development and implementation of an employee's return to work plan.

ARTICLE 32 – RETIREMENT

- 32.01 Employees, if they so decide, will be allowed to retire prior to age sixty-five (65) in accordance with O.M.E.R.S. regulations.
- 32.02 Employees shall provide the Board with no less than three (3) months advance notice of their retirement date. Where an employee has reached normal retirement age, the employee will contact the Board and discuss their intentions regarding retirement on a periodic basis. These discussions will occur at intervals of no more than six (6) months.

ARTICLE 33 – RETROACTIVITY

- 33.01 This Agreement shall be retroactive with respect only to wages.

ARTICLE 34 – DURATION OF AGREEMENT

34.01 This Agreement shall come into effect September 1, 2019 and shall remain in effect until August 31, 2022 and will continue to be in force from year to year thereafter, unless written notice shall have been given by either party to the other not more than six (6) months prior to the termination date, or the anniversary date of any subsequent annual extension, that it is desired to terminate or amend the Agreement.

A draft copy of the Collective Agreement shall be supplied to the Union by the Board within thirty (30) days of ratification by the parties. An electronic copy of the Collective Agreement shall be supplied for all employees by the Board within sixty (60) days of the signing of the agreement by the parties. The Board shall also provide the Union with 50 printed copies of the Collective Agreement.

Executed by the duly authorized representatives of the parties at Oshawa, Ontario this 18th day of February, 2022.

For the BOARD:



Jackie McVeigh, Chief Negotiator




Mike O'Neill, Resource

Colleen Oldman, Resource

**For CUPE Local 218,
Secretarial/Clerical/
Technical Unit:**



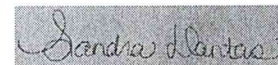
Dennis Gibbs, President, CUPE Local 218



Sean Hebert, Vice President, CUPE Local 218



Mike Morris, Bargaining Committee



Sandra Dantas, Bargaining Committee



Jennifer Del Gatto, Bargaining Committee

Linda Merkac, CUPE National Representative

SCHEDULE A

September 1st 2019 – 1%

GRADE	BAND	JOB CLASS	Start Rate	YEAR 1	YEAR 2
200–249	1	Mailroom Clerk ^{ax}	\$20.48	\$21.44	\$22.48
250–299	2	Data Entry Clerk ^{ax} Switchboard/Receptionist	\$21.11	\$22.07	\$23.11
300–349	3	Accounts Clerk Elementary School Administrative Clerk Facilities Management Clerk ^{ax} Human Resources Clerk ^{ax} Print Clerk ^{ax} Resource Centre Clerk ^{ax} Resource Centre Secretary ^{ax} Secondary School Administrative Clerk Service Dispatch* Student Services Support Clerk ^{ax}	\$22.00	\$23.18	\$24.36
350–399	4	Secretary to Health and Safety Officer ^{ax} Secretary to Information Technology Services ^{ax} Secretary to Purchasing Supervisor ^{ax}	\$22.90	\$24.12	\$25.39
400–449	5	Financial Assistant High School Secretary Purchasing Assistant Secondary School Administrative Assistant, Attendance Secondary School Administrative Assistant, Finance Secondary School Administrative Assistant, Guidance Senior Accounts Clerk ^{ax} Senior Print Clerk ^{ax} Student Service Secretary	\$23.84	\$25.06	\$26.35
450–499	6	Admissions Assistant/Secretary ^{ax} Audio Visual Technician ^{ax} Supply Dispatch Clerk	\$25.06	\$26.37	\$27.69
500–549	7	Computer Technician* Payroll Assistant Adult Education Administrative Assistant Continuing Education Administrative Assistant	\$26.29	\$27.63	\$29.04
550–599	8	Assistant Planner Buyer ^{ax} Computer Application Support Computer Technician Lead* Elementary School Administrative Assistant ITS Client Support ^{ax} ITS Communications Administrator Route Coordinator School Network Technician ^{ax} Secondary School Administrative Assistant Technician for Assistive Technology* Transportation Assistant	\$27.87	\$29.04	\$30.52
600–649	9	Computer Application Support Technician* Network Infrastructure Lead ^{ax} Network Infrastructure Technician ^{ax} Network Technician* Senior Payroll Assistant Technical Support Specialist* Web Application/Database Developer*	\$29.77	\$31.18	\$32.65
650-699	10		\$31.27	\$32.74	\$34.27
700-749	11	Network Engineer*	\$32.83	\$34.38	\$36.00
750-799	12	DBA, Application & BI Developer*	\$34.47	\$36.11	\$37.79
800-849	13	Full Stack Developer*	\$36.20	\$37.91	\$39.69

*Denotes 40 hours work week

^{ax} Denotes a Vacant Position

SCHEDULE A

September 1st 2020 – 1%

GRADE	BAND	JOB CLASS	Start Rate	YEAR 1	YEAR 2
200–249	1	Mailroom Clerk ^{ax}	\$20.69	\$21.66	\$22.71
250–299	2	Data Entry Clerk ^{ax} Switchboard/Receptionist	\$21.32	\$22.29	\$23.34
300–349	3	Accounts Clerk Elementary School Administrative Clerk Facilities Management Clerk ^{ax} Human Resources Clerk ^{ax} Print Clerk ^{ax} Resource Centre Clerk ^{ax} Resource Centre Secretary ^{ax} Secondary School Administrative Clerk Service Dispatch* Student Services Support Clerk ^{ax}	\$22.22	\$23.42	\$24.61
350–399	4	Secretary to Health and Safety Officer ^{ax} Secretary to Information Technology Services ^{ax} Secretary to Purchasing Supervisor ^{ax}	\$23.13	\$24.36	\$25.65
400–449	5	Financial Assistant High School Secretary Purchasing Assistant Secondary School Administrative Assistant, Attendance Secondary School Administrative Assistant, Finance Secondary School Administrative Assistant, Guidance Senior Accounts Clerk ^{ax} Senior Print Clerk ^{ax} Student Service Secretary	\$24.07	\$25.31	\$26.61
450–499	6	Admissions Assistant/Secretary ^{ax} Audio Visual Technician ^{ax} Supply Dispatch Clerk	\$25.31	\$26.63	\$27.96
500–549	7	Computer Technician* Payroll Assistant Adult Education Administrative Assistant Continuing Education Administrative Assistant	\$26.55	\$27.91	\$29.33
550–599	8	Assistant Planner Buyer ^{ax} Computer Application Support Computer Technician Lead* Elementary School Administrative Assistant ITS Client Support ^{ax} ITS Communications Administrator Route Coordinator School Network Technician ^{ax} Secondary School Administrative Assistant Technician for Assistive Technology* Transportation Assistant	\$28.15	\$29.33	\$30.83
600–649	9	Computer Application Support Technician* Network Infrastructure Lead ^{ax} Network Infrastructure Technician ^{ax} Network Technician* Senior Payroll Assistant Technical Support Specialist* Web Application/Database Developer*	\$30.07	\$31.49	\$32.97
650-699	10		\$31.58	\$33.07	\$34.62
700-749	11	Network Engineer*	\$33.16	\$34.72	\$36.36
750-799	12	DBA, Application & BI Developer*	\$34.82	\$36.47	\$38.17
800-849	13	Full Stack Developer*	\$36.56	\$38.29	\$40.08

*Denotes 40 hours work week

^{ax} Denotes a Vacant Position

SCHEDULE A

September 1st 2021 – 1%

GRADE	BAND	JOB CLASS	Start Rate	YEAR 1	YEAR 2
200–249	1	Mailroom Clerk ^{AR}	\$20.90	\$21.88	\$22.93
250–299	2	Data Entry Clerk ^{AR} Switchboard/Receptionist	\$21.54	\$22.51	\$23.58
300–349	3	Accounts Clerk Elementary School Administrative Clerk Facilities Management Clerk ^{AR} Human Resources Clerk ^{AR} Print Clerk ^{AR} Resource Centre Clerk ^{AR} Resource Centre Secretary ^{AR} Secondary School Administrative Clerk Service Dispatch* Student Services Support Clerk ^{AR}	\$22.45	\$23.65	\$24.85
350–399	4	Secretary to Health and Safety Officer ^{AR} Secretary to Information Technology Services ^{AR} Secretary to Purchasing Supervisor ^{AR}	\$23.36	\$24.60	\$25.90
400–449	5	Financial Assistant High School Secretary Purchasing Assistant Secondary School Administrative Assistant, Attendance Secondary School Administrative Assistant, Finance Secondary School Administrative Assistant, Guidance Senior Accounts Clerk ^{AR} Senior Print Clerk ^{AR} Student Service Secretary	\$24.32	\$25.56	\$26.88
450–499	6	Admissions Assistant/Secretary ^{AR} Audio Visual Technician* ^{AR} Supply Dispatch Clerk	\$25.56	\$26.90	\$28.24
500–549	7	Computer Technician* Payroll Assistant Adult Education Administrative Assistant Continuing Education Administrative Assistant	\$26.81	\$28.19	\$29.62
550–599	8	Assistant Planner Buyer ^{AR} Computer Application Support Computer Technician Lead* Elementary School Administrative Assistant ITS Client Support ^{AR} ITS Communications Administrator Route Coordinator School Network Technician* ^{AR} Secondary School Administrative Assistant Technician for Assistive Technology* Transportation Assistant	\$28.43	\$29.62	\$31.13
600–649	9	Computer Application Support Technician* Network Infrastructure Lead* ^{AR} Network Infrastructure Technician* ^{AR} Network Technician* Senior Payroll Assistant Technical Support Specialist* Web Application/Database Developer*	\$30.37	\$31.81	\$33.30
650-699	10		\$31.90	\$33.40	\$34.96
700-749	11	Network Engineer*	\$33.49	\$35.07	\$36.72
750-799	12	DBA, Application & BI Developer*	\$35.17	\$36.83	\$38.55
800-849	13	Full Stack Developer*	\$36.92	\$38.67	\$40.48
850-899	14		\$38.58	\$40.50	\$42.52

*Denotes 40 hours work week
Denotes a Vacant Position

LETTER OF UNDERSTANDING

Re: Staffing Formula

The Board shall agree to advise and discuss any changes to be made to the staffing formula with the Chairperson of CUPE, Local 218 prior to the implementation of the change.

LETTER OF UNDERSTANDING

Re: Elementary School Administrative Assistant Staffing

The Board will provide for a 1.0 full time Administrative Assistant in each elementary school. During each year of the Collective Agreement, the Board will review the economic feasibility of continuing with this staffing model. Should the Board choose to amend this staffing model, the Board will consult with the Union.

LETTER OF UNDERSTANDING

Re: Job Posting

This letter will serve to advise that the Board shall allow new employees in half-time ($\frac{1}{2}$) time positions the opportunity to apply to positions to attain full-time employment with the Board. Therefore, the current language in Article 12.02 (third paragraph) and Article 14.01 (b), (second paragraph), shall not apply to half-time employees during the life of this Collective Agreement, ending August 31, 2022.

LETTER OF UNDERSTANDING

Re: Supervision

All school based staff are responsible for student safety and supervision in accordance with all applicable legislation. As such, the Board agrees to continue its current practice with regards to supervision for the life of the Collective Agreement.

LETTER OF UNDERSTANDING

Re: Duty to Accommodate

The Board agrees to consult with the Union in the development of the Disability Management Program.

1. In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to a disability, as defined under the *Ontario Human Rights Code*, the Board and the Union, together with the employee shall meet to discuss and to consider the available medical evidence as provided under Article 25 regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together in a good faith and collaborative manner to consider how the employee's disability can be accommodated without causing undue hardship to the Board. In order to meet this statutory obligation, the affected employee shall participate and cooperate fully in this process.
2. The parties, subject to the employee's signed consent, shall share with each other all information relevant to the accommodation of the affected employee, including medical information and/or any existing restrictions or limitations pertaining to the employee's disability and information regarding the requirements/duties of the employee's position.
3. The parties agree they will attempt to accommodate employees in the following order:
 - a. in their current position/location;
 - b. in their current classification;
 - c. in another classification with relatively comparable hours/rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities;
 - d. in another classification which does not have equivalent hours/ rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities.
4. In considering the feasibility of the options set out in (3) above, the parties shall consider, without limitation, such options as the modification of duties, shifts and equipment. Where reasonable, retraining of the affected employee shall be considered to facilitate alternative employment for a comparable position with the Board, specifically, within the employee's bargaining Unit first then to other CUPE Bargaining Units as contemplated under Article 12.10.
5. It is understood and agreed that nothing in this Article will require the Board, the Union or the affected employee to agree to an accommodation, which would impose undue hardship on the Board. The Board agrees that it will not impose an accommodation, which has the effect of abridging or infringing collective agreement rights of another bargaining unit member unless there is no other reasonable alternative.

6. Agreements between the parties regarding the accommodation of employees shall be formalized in writing. These agreements shall contain provisions regarding the process which will be followed by the parties in the event that there is a change in the accommodated employee's medical circumstances or restrictions which may affect the employee's ability to meet the essential duties of their accommodated position. The employee must accept a reasonable accommodation as agreed to in these parameters.

LETTER OF UNDERSTANDING

Re: Vacancies Resulting from Maternity/Parental Leaves and Sick/LTD Leaves

The Board shall entertain the Union's request that bargaining unit positions deemed vacant due to the maternity/parental leave or an extended sick/LTD leave where it is known to extend beyond three (3) months of an employee in the bargaining unit shall be posted as temporary assignments for the duration of the leave wherein permanent members of the bargaining unit may apply to and be considered for such vacancies. Employees must possess the requisite skills and abilities to perform the essential duties of the position. The successful applicant must remain in the position until the return to work by the incumbent or for the duration of the leave unless they are the successful applicant for a promotional opportunity.

This Letter of Understanding shall not restrict the Board's ability to end a temporary assignment where the employee does not satisfactorily meet the job requirements.

LETTER OF UNDERSTANDING

Re: Redeployment Committee

In the event of reorganization, school closure or a reduction in the workforce, a Redeployment Committee shall be established with equal representation from the Board and the Union.

The mandate of the Committee is to:

- 1) Identify and propose alternatives to the proposed layoff(s) or elimination of position(s).
- 2) Identify vacant positions or positions which may become vacant within a twelve (12) month period which are either:
 - a) within the bargaining unit;
 - b) within another CUPE bargaining unit.
- 3) Where unsuccessful under mandate 1) and 2) above, identify retraining needs of employees, where reasonable the Board shall facilitate such training.

The parties shall make every effort to find alternatives to lay-offs.

The Redeployment Committee shall be comprised of equal numbers of representatives of the Board and the Union. Meetings of the committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at their regular rate.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

The Board shall provide to the Redeployment Committee all pertinent staffing, work and organization information necessary for the Committee to carry out its mandate.

LETTER OF UNDERSTANDING

Re: I.T. Summer Hours

The parties will enter into discussions on an annual basis with a view to permitting summer hours for such employees with the consent of departmental management.

LETTER OF UNDERSTANDING

Re: PDT Agreement – Staffing

As there are remaining PDT Funds, the parties will discuss professional development opportunities through Labour Management Committee and will mutually agree upon training opportunities and/or seminars that will be provided to all bargaining unit members to utilize these funds.

LETTER OF UNDERSTANDING

Re: Professional Development

As there are remaining PDT funds, the parties will discuss professional development opportunities through the Labour Management Committee and will mutually agree upon training opportunities and /or seminars that will be provided to all bargaining unit members to utilize these funds.

LETTER OF INTENT

Re: OMERS Contributory Earnings

It is understood by the parties that a bargaining unit employee will be enrolled and maintain participation in the OMERS Pension Plan or Ontario Teachers' Pension Plan. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

LETTER OF INTENT

Re: Contracting In/Contracting Out

The Durham Catholic District School Board and CUPE Local 218 are committed to open communications and a transparent process in regard to contracting in services.

Through the Labour-Management Committee, the parties will review opportunities to contract in work into the bargaining unit that is currently contracted out. Any such discussions must demonstrate if the Board were to consider contracting in any services, there would be a cost savings to the Board and an ability to meet system needs. The parties agree that any such discussions do not affect the Board's rights under Article 30.

LETTER OF INTENT

Re: CUPE Disability Management/WSIB Representative

Where an employee in the bargaining unit is appointed as CUPE Disability Management/WSIB representative, the Union may submit a request for an unpaid full time leave for absence to the Board for a period of two (2) years. The leave of absence may be granted by the Board. No request will be unreasonably denied. The Employee will accumulate seniority for any leave of absence. The leave may be renewed on a bi-annual basis. The Union may request that the Board administer the pay, benefits and sick leave for the Employee while on leave in accordance with the collective agreement. It is also understood that the Union will act as the Board during the Employee's leave of absence in all aspects of the employment relationship including WSIB matters and related costs.

The parties agree that the employee will return to their former position/location and classification at the end of their leave. For clarity, the employee's location shall be held of two (2) years from the date the leave commences.

It is understood that it is the responsibility of the employee to maintain the qualifications required to perform their duties upon expiry of the leave.

LETTER OF UNDERSTANDING

Re: Pay Equity and Job Evaluation

The parties acknowledge their joint pay equity obligations and will fulfill those obligations with consideration of the Terms of Reference for the Job Evaluation Committee.