

COLLECTIVE AGREEMENT

Between:

DURHAM CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the “Board”)



and

**FACILITIES SERVICES PERSONNEL
(CUSTODIAL/MAINTENANCE 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. AFOSC refers to l'Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
3. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
4. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

- a) There shall be established a Central Dispute Resolution Committee (“The Committee”), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.
- b) The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.

- c) A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d) For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

C4.6 Role of the Central Parties and Crown

- a) The central parties shall each have the following rights:
 - i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

- c) Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.
- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #10. Arbitrators on the list will be used in rotation, based on availability, for the 2019-2022 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.

- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").
- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.
- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.

- d) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
- i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.
- b) Funding amounts:
- September 1, 2019: 1% (5,544.01 per FTE)
 - September 1, 2020: 1% (\$5,599.45 per FTE)
 - September 1, 2021: 1% (\$5,655.45 per FTE)
- 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%.

I) 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 <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

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

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): _____ No

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

Yes No

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

Date:			

Telephone Number:			

Signature:			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without

deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For

further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

Re: Education Worker Protection Fund

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

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

the Central Dispute Resolution Committee by December 31, 2019. Any disputes not resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.

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

APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order

to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

Re: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

Topics the training program will address are the following:

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

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent CUPE represented employees who are regularly in contact with students in a school

or are assigned to a school shall attend the half day of professional development training and that the day will not be designated as Sulp. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter "CUPE")

AND

The Council of Trustees' Associations

(Hereinafter the "CTA/CAE")

Re: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

A short description of the grievance.

A statement of relevant facts.

A list of any relevant provisions of the collective agreement.

Any relevant documentation.

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

Re: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.

- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no

resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

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

5.0.0 SHARED SERVICES

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the

employee representative group's last participation date but shall be no later than August 31, 2021.

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

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

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

Re: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.

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

4.2.0 On-Going Funding

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

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

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

- d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - 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;
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- 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;
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- 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
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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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- 10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A (which follows).
- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

13.0.0 PRIVACY

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

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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 in Facilities Services (custodial and maintenance staff); save and except Supervisors, persons above the rank of supervisor 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, 1995* as to the proper representation of the combined group.
- 2.04 Persons who are not in the Bargaining Unit shall not perform any work which is normally done by employees in the Bargaining Unit, except for those referred to in Article 2, sub-section 2.01 and except in cases of emergency.

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 elsewhere in this Agreement.

- 3.02 The above function 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, 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 by-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 Supervisor Maintenance and Custodial Services of any changes in their telephone number as soon as possible. Employees must change their information 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 and the Chairperson of the Durham Catholic District School Board Unit of CUPE with a copy to the Superintendent - Facilities Services and to the Recording Secretary of the Local Union.
- (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.
- (c) 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.

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 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 meeting 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. Where circumstances require the spontaneous imposition of discipline, the Board undertakes to advise the Union as soon thereafter as possible.

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 hired for a specific period of time not to exceed three (3) months will not be subject to the terms of this Article, except in relation to wages or as otherwise specifically provided in this Agreement. An employee, who has completed the three (3) months probationary period, will be placed on the seniority list with an effective seniority date as of the date of hire (including time spent as a temporary "floater" employee up to the date of last hire i.e. 90 days). Seniority will accumulate thereafter on the basis of service 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; and
 - (d) the employee is absent from work for a period of three (3) working days without notification to the Board, or without sufficient cause.
 - (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) year's 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 The parties agree that the 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.

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 permanent employee who is subject to lay-off may bump a less senior employee for which they possess the minimum requirements and ability to perform the job.

Employees so bumped shall follow the same bumping procedure. The fifth (5th) person to be laid off shall bump the least senior employee of the same classification (there shall be a maximum of five (5) bumps per classification). The fifth (5th) person laid off per classification shall bump the least senior employee of that classification.

Employees must initiate the bumping procedure no later than three (3) working days after the employees have received written notification. The three (3) day time limit may be extended where reasonable extenuating circumstances exist.

NOTE: If an employee bumps into a location/shift that is multi incumbent, then it is the least senior employee on that shift at that location that is effected and they shall exercise their bumping rights .

- 13.05 In the event of reduction in square footage occurring for the afternoon shift employees which results in a position(s) being eliminated, Board wide seniority within the school affected shall be the governing factor for the Custodian(s) to be displaced/laid-off.
- 13.06 Grievances concerning layoffs shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 14 – JOB POSTINGS AND TRANSFERS

- 14.01 (a) Promotions and successful postings to positions 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 and qualifications are relatively equal, seniority shall govern. Notices of promotions and available positions shall be sent to all employees within the bargaining unit via the Board email posted on the Board's Intranet and at all schools on the bulletin board for a period of five (5) working days. Employees wishing to apply for positions shall do so by submitting their application via email.

The posting will list the position title, the location, the shift requirement and the starting date when possible. Employees will be allowed one successful job posting within the same job classification in the 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.

New employees who accept permanent positions shall remain in those positions for a twelve (12) month period from the date of starting in that position.

NOTE: For Employees who have successfully posted or have been placed into a split positions the twelve (12) month shall not apply in the event of a posting for a full time positions at one location.

- (b) Where within the Bargaining Unit a temporary promotion exists for a period known to be in excess of two (2) months as the result of an approved leave of absence or illness supported in a timely fashion by a Doctor's note, the Board agrees that employees within the Bargaining Unit will be considered before hiring from outside. However, the successful applicant must remain in the position until the return of the incumbent or a minimum of twelve (12) months except in the case of a permanent promotion becoming available during this period.

If the day Custodian or Chief Custodian is absent from work for a period of two (2) months or less, the Custodian with the most Board seniority employed at that school shall be the replacement provided the employee is capable of assuming this responsibility. Should the Chief be expected to be off for more than two (2) months the Employer may post the position on a temporary basis in accordance with Article 14 & 25.11. The Employer will advise the Union in advance of the posting.

The Board shall establish a Temporary Chief list in September of each year. Should the Custodian's employed at the school decline the Chief Custodian position then the Board shall utilize the Temporary Chief List on a rotational basis for each occurrence.

Successful employees who are transferred, appointed or promoted to other positions and are found unsuitable within three (3) months from the date of filling the vacancy will move to whatever vacant similar position is available but may not move back automatically to their previous position.

(c) The Board will notify, in writing, the Chairperson of the Union of all job appointments and commencement dates.

14.02 Any employee who has given good and faithful service to the Board and who has become unable to do the customary work will be given consideration for any work available and within the employee's capabilities.

14.03 The Union shall be notified of all hiring, 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.

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 respective Supervisor/Principal. In this discussion, the employee may be accompanied by a Union Representative, and the immediate Supervisor/respective Principal may be assisted by the Superintendent - Facilities Services or designate. 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 Superintendent - Facilities Services with a copy to the Superintendent – Human Resource Services 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 Superintendent - Facilities Services and a representative from the Human Resource Services Department and/or designates. 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 a ten (10) working day period 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 with 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 Resource 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 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 a single arbitrator shall be shared by the parties equally.

16.03 The Arbitration Board or a 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.

- 16.05 Permission for employees to be absent from duties to attend arbitration hearings shall be requested in writing to the Superintendent - Facilities Services, with a copy to the Human Resource Services Department and Principal (where applicable) allowing sufficient time to make alternate arrangements for replacing staff.

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 are set forth in Schedule “A” annexed which is 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 A Custodian temporarily transferred to replace an absent Chief Custodian shall receive the higher rate of pay effective the first (1st) day of the replacement.
- 18.06 A Custodian temporarily replacing an absent Group Leader shall receive the higher rate of pay effective the third (3rd) 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.
- 18.07 A Group Leader who works a day shift for a Custodian position shall be paid the custodial rate of pay.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01 (a) The Custodial and Maintenance employees shall be paid for a forty (40) hour week and will be required to work a forty-two (42) hour work week (Monday to Friday). The regular work week shall consist of five (5) days of eight (8) hours per day, Monday to Friday, scheduled as follows:

(i) Custodial Hours of Work - September to May

Chief and Day Custodians shall normally have their eight (8) hours scheduled between 7:00am to 4:00pm with a one (1) hour unpaid lunch break. It is understood that the hours of work for Chief Custodians at Elementary and Secondary schools is 7:00 a.m. to 4:00 p.m. Monday to Friday inclusive. In schools with earlier starts, the start time for a Chief Custodian can be advanced but can be no earlier than 5:30 a.m. and substantiated on the basis of operational needs of the school.

Afternoon Custodians shall have their eight (8) hour shifts scheduled between 3:00pm and 11:00pm Monday to Thursday and 12:30pm and 8:30pm on Friday with a one-half (1/2) hour paid lunch break. Schools with 50,000 square feet or greater shall have one eight (8) hour shift scheduled between 12:30pm to 8:30pm.

In each secondary school larger than 95,000 square feet, one Day Custodian shall be assigned.

(ii) Maintenance Hours of Work

Maintenance staff shall normally have their eight (8) hours scheduled between 7:00 and 3:30pm, with a one-half (1/2) hour paid lunch period, during the school year as required by the Superintendent - Facilities Services or designate based on operational needs of the system including project timelines/deadlines.

It is agreed that the foregoing notwithstanding, the Maintenance Personnel shall work a shift 3:00 p.m. to 11:00 p.m. with a one-half (1/2) hour paid lunch period, during the school year as required by the Superintendent - Facilities Services. This amended shift may be adjusted upon mutual agreement based on operational needs. Maintenance employees may commence their shift no earlier than 6:00 a.m. based on operational needs of the system and by mutual agreement of the Employee, Union and the Board.

NOTE: Notwithstanding i) and ii) above, the hours of work for school based positions during Christmas, March Break and Professional Activity Days, shall be 7:00am to 4:00pm Monday through Thursday with a half hour unpaid lunch, and 7:00am to 3:30pm Friday with a half hour unpaid lunch.

(b) Summer Hours – June to August

For the month of June, employees shall work their regularly scheduled eight (8) hour shift and are no longer required to work an additional 2 hours per week as make up time. For the months of July and August, employees shall normally have their eight (8) hours scheduled between 7:00am and 3:30pm with a one-half (1/2) hour unpaid lunch break. These hours shall be amended by the Board at sites where any of the following circumstances apply:

- a) Community Use of Schools permits;
- b) Summer school;
- c) Childcare; and
- d) Summer work/project schedules.

Should a site have any of the above circumstances which dictate the operational needs of the building, employees will have their hours of work scheduled no earlier than 5:30am.

During July and August, a custodial presence in each site will be maintained Monday to Friday to cover the operational needs of the location. Unless otherwise mutually agreed between the staff at the site, the least senior person in each location shall be assigned, to work their regular hours to ensure coverage when the remainder of the staff is on their day off. That individual, will then select an alternate day that week as per 19:01(d)(i).

(c) Employees will be required to work an additional 30 minutes per day, Monday through Thursday between September 1st and May 31st. In lieu of payment for the additional two hours per week, employees will:

- (i) accumulate time to allow Fridays off during the summer months commencing the second week immediately following school closing and the second week prior to the start of the new school year. For the first week immediately following school closing and the first week prior to the start of the new school year, employees will select one flex day off during those weeks to ensure coverage throughout the whole week.
- (ii) no longer be required to provide make up time during the Christmas period to have consecutive days off, that are not covered by the statutory holidays or holidays as determined by the Collective Agreement, between the day before Christmas and New Year's Day.

All employees working less than the full time-hours will have the time worked pro-rated accordingly.

Employees will not be required to work any additional time to make up for the one half (1/2) hour per day as the result of sick days off or time off during vacation.

It is understood that any employee commencing employment with the Board shall not be required to work any additional time over and above the extra one-half (1/2) hour per day in order to enjoy the benefits of one (1) day off per week during the summer and time off consecutively at Christmas (as outlined in (i) and (ii) above) as the result of beginning employment after the start of the new calendar year.

Any employee who resigns or leaves the employment with the Board for any reason shall be entitled to reimbursement or time off because of the requirement of the extra one half (1/2) hours work per day.

- (d) The following summary chart indicates the hours of work an employee covered under this collective agreement shall be scheduled for his/her five (5) consecutive work days, comprised of eight (8) hours per day:

	Chief Custodian	Day Custodian	Afternoon Custodian	Maintenance Personnel
September to May*	7:00am to 4:30pm	7:00am to 4:30pm	2:45pm to 11:15pm OR 12:30pm to 9:00pm	7:00am to 4:00pm
June **	7:00am to 4:00pm	7:00am to 4:00pm	3:00pm to 11:00pm OR 12:30pm to 8:30pm	7:00am to 3:30pm
July & August***	7:00am to 3:30pm	7:00am to 3:30pm	7:00am to 3:30pm	7:00am to 3:30pm

*30 additional minutes Monday through Thursday required to be scheduled as make-up time

**no additional make-up time required to be worked

***pending circumstances as outlined per site under 19:01(b)

19:02 Lunch and Breaks

The one (1) hour unpaid lunch period for employees working the regular day shift shall be taken between 11:00am and 1:30pm and the one-half (1/2) hour paid lunch period (taken in the school) for employees working the afternoon shift shall be taken between 6:00pm and 8:00pm. It is understood that should an employee be unable to take their lunch period during the above specified time period they should contact their immediate supervisor to obtain approval for an alternate time.

The Board will grant a fifteen (15) minute rest period during the first half of the employee's work day and a like period during the second half of the working session.

19:03 **Overtime and Lieu Time**

- (a) Employees shall be paid at the rate of time and one-half for all authorized work performed in excess of eight (8) hours per day (with the exception of the additional make-up time) and for all authorized work performed outside the employee's regularly scheduled work week and at the rate of double time for all authorized work performed on Sunday and statutory holidays.

An employee called in outside of the employee's regular working hours will be paid a minimum of three (3) hours' pay at the overtime rate.

Custodians who work outside their regular working hours because of the Community Use of Schools Program shall receive a minimum of two (2) hours.

Overtime and time in any school will be divided equitably among those employed in that school. If overtime is not accepted by staff at the school, the overtime will be offered to staff who have expressed an interest in being on the Board's overtime roster. If that list is exhausted, the Board reserves the right to assign floater custodial staff to perform the hours.

- (b) Custodial/Maintenance staff may bank their hours worked outside of their regular working hours at a rate of time and a half (1 ½) paid for each hour worked in lieu of monies. Banked lieu time shall accumulate up to a maximum of twenty-four (24) hours and must be used by December 31st of the year time was accumulated. Such time shall be taken at a mutually agreeable time between the employee and their Supervisor/respective Principal. Where possible, lieu time shall not be scheduled where such scheduling would create additional overtime within the site.

In exceptional or unforeseen circumstances, lieu time may be carried over to the next calendar year upon approval of the Superintendent - Facilities Services.

It is understood that lieu time used Monday to Thursday during the months of September-May must be used at 8.5 hours to make up time off for a shift.

- (c) **Security Checks**

Weekend and holiday security checks will be paid at the rate of \$20.34 per occasion.

- Effective September 1st 2019 - \$20.54
- Effective September 1st 2020 - \$20.75
- Effective September 1st 2021 - \$20.96

An employee required to standby, shall receive the weekend and security check allowance.

(d) **Shift Premium**

An employee on the afternoon shift shall be paid a shift premium of sixty-eight cents (\$.68). Shift premiums shall not be added to an employee's basic rate when calculating overtime rate.

- Effective September 1st 2019 - \$.69
- Effective September 1st 2020 - \$.70
- Effective September 1st 2021 - \$.71

19:04 Where the Board is mandated by the Ministry of Education or chooses to implement a twelve (12) month school year, as compared to the existing "traditional" ten (10) month school year, the Board reserves the right to open discussion with the Union for the purpose of ensuring the operational needs of the Board are met where the employees will work a five (5) day work week during the summer months.

19:05 The Board and the Union shall agree to meet and determine mutually agreeable working hours when time schedules are required to be changed due to Board commitments.

19:06 In the event of an absence the employee may be replaced with an employee from the floater list. If no replacement is available after the first day of absence, the hours may be offered as an overtime opportunity.

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.

Employees within the maintenance area of Facilities Services will not be required to use their own personal vehicles for Board business. There is an expectation of both parties that employees will utilize the vehicles provided by the Board.

Should an employee utilize their own personal vehicle for carrying tools, supplies and or equipment for Board business they shall receive a flat monthly vehicle allowance of \$150/month or \$12.50/day if vehicle used for less than the month plus the rate per kilometer as established by the Board.

- Effective September 1st 2019 - \$151.50/month or \$12.63/day
- Effective September 1st 2020 - \$153/month or \$12.76/day
- Effective September 1st 2021 - \$154.50/month or \$12.89/day

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 provided under the <i>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 by the Superintendent - Facilities Services or immediate Supervisor/respective Principal in blocks of one or more weeks during July, August, Christmas Break and March 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) (i) A full-time employee entitled to two (2) weeks' vacation may, by mutual agreement with the Principal and Supervisor Maintenance and Custodial Services, take one (1) week vacation at a time other than July, August, Christmas Break, March Break.
- (ii) A full-time employee entitled to three (3) weeks' vacation may, by mutual agreement with the Principal and Supervisor Maintenance and Custodial Services, take two (2) weeks' vacation at a time other than July, August, Christmas Break, March Break.
- (iii) A full-time employee entitled to four (4) weeks' vacation may, by mutual agreement with the Principal and Supervisor Maintenance and

Custodial Services, take two (2) weeks' vacation at a time other than July, August, Christmas Break, March Break.

- (iv) A full-time employee entitled to five (5) weeks' vacation may, by mutual agreement with the Principal and Supervisor Maintenance and Custodial Services, take three (3) weeks' vacation at a time other than July, August, Christmas Break, March Break.
- (v) A full-time employee entitled to six (6) weeks' vacation may, by mutual agreement with the Principal and Supervisor Maintenance and Custodial Services, take three (3) weeks' vacation at a time other than July, August, Christmas Break, March Break.
- (vi) No more than seven (7) employees shall take vacation at the same time other than July, August, Christmas Break, March Break.
- (b) Maintenance employees may be entitled to take vacation at any time during the year upon the approval of the supervisor.
- (c) All employees are entitled to take vacation at any time during the year upon approval from their respective Principal/Supervisor Maintenance and Custodial Services. For vacation date requests between April and December of each year, employees shall request their vacation by March 1st of each year. The Board will approve and distribute the vacation schedule by March 31st of each year. All requests received by March 1st shall be considered on the basis of school/departmental seniority. All requests received after March 1st shall be considered on a first come first serve basis by the Superintendent - Facilities Services.

For vacation date requests between January and March of each year, employees shall request their vacation by November 1st of each year. The Board will approve and distribute the vacation schedule by November 15th of each year. All requests received by November 1st shall be considered on the basis of school/departmental seniority. All requests received after November 1st shall be considered on a first come first serve basis by the Superintendent - Facilities Services.

For requests submitted after the above deadlines, the Board will make every reasonable effort to respond to such requests within ten (10) working days after the distribution of vacation schedules on March 31st. Following approval of vacation, employees are limited to a maximum of two (2) further requests for July, August and September, to amend a previously approved vacation.

- 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 payment 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 forty (40) hours per week pro-rated accordingly for future full-time vacation entitlement.

21.07 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 doctor's note. Time off for bereavement must be supported by a copy of the death notice. These days must be taken within one (1) calendar year.

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.

ARTICLE 22 – HOLIDAYS

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

- * Last working day preceding New Year's Day
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
- * Last working day preceding Christmas Day
Christmas Day
Boxing Day

* These holidays shall be transferred to a mutually agreed date if classes are conducted on these dates. It is understood by the parties that these days will be scheduled in such a manner that the operational needs of the school are not disrupted.

Plus one additional day between Christmas and New Year's Day to be determined by the Board upon mutual consultation prior to May 1st of each year and any other holiday declared by the Federal or Provincial Government.

Canada Day and Civic Holiday will be given at the summer schedule hours if they are scheduled to be worked.

Subject to the Board's needs being met, whenever a statutory holiday or a P.A. Day falls on a Friday, it is understood the Board shall consider changing the Thursday shift hours to those worked on Friday.

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 physician's certificate, 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 the Agreement.

ARTICLE 23 – LEAVES 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 work 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 Employee 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 leave of absence for bargaining committee members shall be sent to the Superintendent – Human Resource Services or designate for approval with a copy sent to the Superintendent - Facilities Services.

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. There shall be no more than two (2) such leaves granted to the bargaining unit.

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 Leaves of Absence shall be submitted in written form and with sufficient notice to the immediate supervisor stating the reason(s) for the Leave and the amount of time required. Approval shall be granted in written form as soon as possible upon receipt of such request.
- (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.

- (g) The Board shall grant a leave of absence to the employee to be absent for professional purposes approved by the Board, including examinations and graduations above the secondary school level. The Board agrees that a leave of absence without pay may be granted to the employee to attend their spouse's or dependant's school graduation.

23.04 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.

A further two (2) days for traveling may be allowed at the discretion of the department head.

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.

23:05 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.

23:06 Pregnancy/Parental Leave

The intent of this section 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 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.

The Board shall provide for employees on parental or adoption leave a supplementary unemployment benefit plan which provides a payment of seventy percent (70%) of salary for the two-week waiting period. Such a plan shall be registered with and approved by Service Canada. Effective September 1, 2002, parental leave will be included in this leave.

The employee shall accumulate sick leave credits at a rate of two (2) days per month while absent on pregnancy and parental leaves for times as recognized by the *Employment Standards Act*. Sick leave credits shall not be granted to employees for extended leaves of absences requested beyond these times.

23:07 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.

23:08 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 days are working days.

23:09 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*.

23.10 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 a 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.

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.
- 24.02 There will be no other general distribution or posting by the Union of the employees of pamphlets, advertising or political matter, propaganda notices or

literature of any kind on the Board's property, other than as herein before provided.

ARTICLE 25 – SICK LEAVE

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

- 25.01 Sick Leave is leave of absence on full pay by reason of incapacity due to illness or injury.
- 25.02 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:

An 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 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 When the Board feels an employee has excessive absenteeism, it may request a medical certificate for each day absent due to sickness and such certification shall be provided by the employee immediately upon return to work.
- 25.04 Leave of absence without pay on the grounds of incapacity due to non-occupational illness or injury shall be granted to any employee who has no sick leave accumulated to the employee's credit as long as the absence is supported by documentation from a medical doctor.
- 25.05 An accounting of each employee's sick leave will be recorded electronically.
- 25.06 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 from the employee's sick leave credits 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, with equal one hundred percent (100%) of the employee's regular wage after normal income tax deductions, considering the tax free status of Workplace Safety and Insurance Board income.

25.07 Employees who are absent due to illness or accident shall maintain their positions and locations for up to one-year (1) period 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 – QUARANTINE

26.01 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. These absences shall include being exposed to and infected by pediculosis (head lice). The Employee shall retain their full daily rate.

ARTICLE 27 – CLOTHING AND/OR UNIFORMS

27.01 The Board will provide the employees with uniforms on the following basis:

- (a) Effective from the date of hiring, the Board will provide each new employee with two (2) pairs of pants and three (3) shirts. The Board will supply two (2) extra pairs of pants to its Painting Personnel, two sets of overalls for the Plumbers.
- (b) In each year the Board shall offer employees the selection of uniforms on an optional package basis and shall pay the cost of same.
- (c) All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed in the approved uniform appropriate to the location and season at all times when on duty.

27.02 (a) The Board shall supply all portable power and large tools required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or by proving that the tool was lost.

- (b) Custodial and Maintenance employees, upon completion of the probationary period, shall be entitled to an allowance of \$300 each twelve (12) month period to assist in the purchase of approved boots each year and clothing. Approved safety footwear must be worn at all times.

- Effective September 1st 2019 - \$303

- Effective September 1st 2020 - \$306
- Effective September 1st 2021 - \$309

Maintenance employees shall receive an allowance of \$450 each twelve (12) month period. *(Employees receive a credit to use anytime during the 12 month period in whole or part)*

- Effective September 1st 2019 - \$455
- Effective September 1st 2020 - \$460
- Effective September 1st 2021 - \$465

Note: additional safety clothing requirements for maintenance staff will be approved by the Manager upon request from the employee (e.g.ArcFlash)

- (c) Custodial employees, upon evidence of need and as approved by the Superintendent - Facilities Services, will be entitled to the same allowance. Replacement of worn or damaged approved safety footwear prior to period shall require the approval of the Superintendent - Facilities Services and such replacements shall be subject to another twelve-month (12) period limitation before the purchase of another pair.

ARTICLE 28 – EMPLOYEE BENEFITS

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

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

28:02 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.

- 28.03 It is agreed that LTD benefits specifically provided for in the 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.

- 28.04 The benefit level and coverage outlined in Article 28 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.

- 28.05 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 29 – JOB SECURITY/CONTRACTING OUT

- 29.01 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 30 – HEALTH AND SAFETY

- 30.01 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 Act Committee members are provided with all Board information pertaining to health, safety and work environment issues.
- 30.02 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.
- 30.03 The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the *Ontario Human Rights Code*.
- 30.04 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.
- 30.05 The Cleaning of portables on site shall be divided equally among all Custodial staff in the school and every attempt possible shall be made to have the cleaning completed before night fall to ensure the health and safety of all Custodians.

ARTICLE 31 – RETIREMENT

- 31.01 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.
- 31.02 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 32 – TUITION COSTS

- 32.01 The Board will reimburse tuition costs to maintenance employees who are required by the Board to take job related courses/training to maintain/upgrade their required licenses necessary in the performance of their current position.

The Board shall pay the annual renewal fees and associated costs to maintain all required licenses.

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 18 day of February, 2022.

For the BOARD:



Jackie McVeigh, Chief Negotiator



Mike O'Neill, Resource



RaeAnne Tawembe, Resource



Scott Grieve, Resource

**For CUPE Local 218,
Facilities Services Unit:**



Dennis Gibbs, President, CUPE Local 218



Sean Hebert, Vice President, CUPE Local 218



Dave Slater, Bargaining Committee



Natalie Melich, Bargaining Committee



John Quarrie, Bargaining Committee

Linda Merkac, CUPE National Representative

SCHEDULE A
FACILITIES SERVICES EMPLOYEES
(CUSTODIAL AND MAINTENANCE PERSONNEL)

Grade	Band	Classification	Sept 1/19 1.0%	Sept 1/20 1.0%	Sept 1/21 1.0%
300-349	3	Custodian	\$24.37	\$24.61	\$24.86
350-399	4	Group Leader Shipping/Receiving Clerk	\$25.39	\$25.64	\$25.90
400-449	5	Painter Waste Recycling Specialist	\$26.35	\$26.61	\$26.88
450-499	6		\$27.68	\$27.96	\$28.34
500-549	7	All-Purpose Person Chief Custodian (Standard Schools) Locksmith	\$29.04	\$29.33	\$29.62
550-599	8	All Purpose Lead Hand Chief Custodian (Advanced Schools)	\$30.52	\$30.83	\$31.14
600-649	9	Plumber Mechanical Lead Hand	\$32.64	\$32.97	\$33.30
650-699	10	Electrician	\$34.27	\$34.61	\$34.96
700-749	11	Controls Technician HVAC Technician Heating Technician	\$36.00	\$36.36	\$36.72
750-799	12		\$37.79	\$38.17	\$38.55

Rates during the probationary period, in all categories, shall be 60 cents per hour less.

Note: No bargaining unit member will have a reduction in hours or be on layoff as long as students are working for the Board.

SCHEDULE B

The following square footage calculation shall be reviewed and amended as required on an annual basis through the Custodial Workload Committee. Changes to the below calculations would be related to matters such as, but not limited to, school openings, school closures, additions, classroom closures etc.

SCHOOL	SQUARE FOOTAGE
All Saints CSS	159,611
Administrative Building (652)	15,726
Archbishop Denis O'Connor CHS	98,199
Catholic Education Centre (650)	22,776
Continuing & Alternative Education (Ajax)	19,800
Continuing Education (Oshawa)	18,455
Father Fenelon CS	46,500
Father Leo J. Austin CSS	164,708
Father Venini CS	34,191
Giffard Centre	12,001
Good Shepherd CS	35,875
Holy Family CS	31,056
Monsignor John Pereyema CSS	107,000
Monsignor Paul Dwyer CHS	137,900
Monsignor Philip Coffey CS	29,631
Notre Dame CSS	160,329
Operations, Maintenance & Admin Centre	22,047
Sir Albert Love CS	25,370
St. Andre Bessette CS	50,384
St. Anne CS	56,393
St. Bernadette CS	60,147
St. Bernard CS	32,805
St. Bridget CS	50,583
St. Catherine of Siena CS	39,394
St. Christopher CS	30,108
St. Elizabeth Seton CS	74,357
St. Francis de Sales CS	30,090
St. Hedwig CS	18,734
St. Isaac Jogues CS	40,432
St. James CS	40,987
St. John Bosco CS	46,907
St. John Evangelist CS	28,131

St. John Paul II CS	50,073
St. John XXIII CS	34,300
St. Joseph CS, Oshawa	48,965
St. Joseph CS, Uxbridge	38,834
St. Josephine Bakhita CS	49,591
St. Jude CS	31,929
St. Kateri Tekakwitha CS	46,500
St. Leo CS	28,627
St. Luke the Evangelist CS	53,035
St. Marguerite d'Youville CS	38,470
St. Mark the Evangelist CS	49,492
St. Mary CSS	161,564
St. Matthew the Evangelist CS	53,080
St. Monica CS	41,464
St. Patrick CS	63,493
St. Paul CS	36,339
St. Teresa of Calcutta CS	43,642
St. Theresa CS	32,324
St. Thomas Aquinas CS	25,593
St. Wilfrid CS	50,063

1. Effective August 31, 2009, the following square footage will be used to determine the number of hours allocated for each location:
 - (a) In schools of 13,600 to 20,000 square feet, one eight (8) hour person shall be designated. The square footage assigned to Chief Custodians will be 14,650 and the Board agrees to maintain one Chief Custodian in each regular Elementary and Secondary school.
 - (b) Increase/decreases shall be in increments of one (1) hour at 2,500 square feet intervals above/below 14,650 square feet.
 - (c) Square footage of portables will be increased by 25%.
2. Student enrolment shall be considered in determining personnel requirements.

LETTER OF UNDERSTANDING

Re: Responsibility Allowance

The role of the chief custodian is considered a position of responsibility and, in collaboration with the school principal, supports a safe and clean environment for students and staff. As such and in acknowledgment of school design and complexity, the parties to the collective agreement agrees as follows:

1. The Board will designate all schools as Standard or Advanced. Standard schools are identified as schools less than 50,000 square feet and have basic mechanical and electrical systems. Advanced schools are identified as schools with 50,000 square feet and greater with complex mechanical, electrical and controls systems.
2. Effective August 31, 2017, successful completion of the BES course will be a pre-requisite for employees posting into Chief Custodian positions in Advanced schools. For employees posting into Chief Custodian positions in Advanced schools prior to August 31, 2017, the successful candidate will be required to successfully complete the BES course within one year of being in the position.
3. Employees currently working as Chief Custodians in Advanced Schools are encouraged to complete the BES course but are not required to do so. It is understood that Chief Custodians in Secondary Schools will continue to receive the premium of \$112.55 per month.
4. Employees working as Chief Custodians in Advanced schools or employees who successfully post into Chief Custodian roles in Advanced schools who successfully complete the training will be eligible to receive a premium of \$112.55 per month beginning the month following the month in which the course is completed.
5. During the life of the Collective Agreement, the Board will reimburse members for costs of the Building Environmental Systems (BES) Training course (BES 7000, Durham College or BES 700, Seneca College) course upon successful completion in accordance with Board policy and procedure.
6. Completion of this training shall not be assigned any weight in the testing process for Chief Custodian or Group Leader promotion for the life of the 2014-2017 collective agreement.
7. Both parties agree to promote the training opportunity with employees of the bargaining unit.

LETTER OF UNDERSTANDING

Re: Custodial Workload Committee

The Custodial Workload Committee will comprise of two (2) selected Union members and the two (2) Supervisors Management and Custodial Services or designates. The Chief Custodian at the affected school location will be invited to participate in the review. The Committee's mandate would be to:

- (a) review custodial workload assignments;
- (b) develop and maintain the system Custodial Manual;
- (c) develop and maintain custodial cleaning standards; and
- (d) assist with custodial equipment and product evaluation reviews.

The committee will endeavor to meet twice in the summer months to review the workload for the upcoming school year and prepare recommendations.

The committee would report to the Superintendent - Facilities Services for final approval and system implementation relating to all recommendations associated with the committee's mandate.

Where the square footage is affected at a location due to the increase in square footage in Schedule B the committee will review the workload of the entire staff compliment at that location to ensure equitable distribution of work.

LETTER OF UNDERSTANDING

Re: Professional Development

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.

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 INTENT

Re: Accommodated Workers

The parties agree to create a Committee, with equal representation from both parties, to develop strategies that address challenges associated with the duty to accommodate bargaining unit members. The committee will review issues including but not limited to: new bargaining unit position(s) to accommodate workers, training needs for accommodated workers; educating staff on the rights of accommodated workers and obligations on colleagues, and impact on workers as related to their health and safety and workload.

The Committee will be tasked to make recommendations regarding such issues. The Committee and the recommendations thereof do not affect the Board's management rights under Article 18:04.

LETTER OF UNDERSTANDING

Re: On-Call Services

Whereas the Board recognizes the need to provide for emergency response services for all sites. These services are required after normal hours of work, weekends and Statutory Holidays.

And whereas the existing maintenance staff in Facilities Services are familiar with the building systems, protocols and policies regarding the ongoing and emergency requirements of the Board.

And whereas in order to provide for the needs of the Board in emergency situations the Facilities Services Department undertakes to create an on-call roster comprising of the following personnel from the Maintenance Department; Electrician, Plumber, All Purpose Persons, Locksmith, Shipper/Receiver.

Now therefore, the parties agree to the following terms and conditions:

1. All Maintenance personnel listed above shall be entitled to sign up for the Duty Roster.
2. The Duty Roster will come into effect Monday, April 3, 2006 and will be renewed each school year to be effective from September 1 to August 31. The Union will be provided with the roster and apprised of any changes on a regular basis.

3. Interested maintenance employees will be assigned a week at a time based on seniority. The most senior employee will take the first week and subsequent weeks will be assigned in accordance with the most recent seniority list.
4. It will be the responsibility of the maintenance employee on call to respond to all after hours emergencies as they arise, under the direction of a Supervisor Maintenance and Custodial Services. Failure to respond may result in removal from the roster.
5. An on-call week is defined as follows:
 - Friday at 3:30 p.m. to Monday at 7:00 a.m. (24 hours Saturday and 24 hours Sunday, and 24 hours in the event a Statutory Holiday that falls within the employees scheduled week);
 - Monday at 4:00 p.m. to Tuesday at 7:00 a.m.;
 - Tuesday at 4:00 p.m. to Wednesday at 7:00 a.m.;
 - Wednesday at 4:00 p.m. to Thursday at 7:00 a.m.;
 - Thursday at 4:00 p.m. to Friday at 7:00 a.m.;
 - Employees scheduled to be on-call during the months of July and August are required to provide 24 hour coverage on the Fridays that fall within the Summer Work Schedule as agreed upon in the Letter of Understanding dated December 17, 2003.
6. Once contacted the maintenance employee will be responsible to travel in their personnel vehicle to the Facilities Services Department and pick up their Board vehicle and proceed to the site of the emergency.
7. Once on site, if the emergency is beyond their ability or scope, or the emergency is such that additional staff is required they shall contact the on-call Facilities Services management personnel for direction and assistance.
8. When on-call, a maintenance employee required to respond to an emergency situation shall be paid in accordance with the provisions set out in Article 19.01 (f). Under no circumstances will the employee be permitted to take the monetary value and convert it into time owing.
9. Additional maintenance staff called out to assist the designated on-call person shall be paid in accordance with the provisions set out in Article 19.01 (f) and shall not be entitled to lieu time.
10. In order to facilitate a timely response to all emergencies, those maintenance employees who do not currently have a cellular phone supplied by the Board for the purpose of performing their regular duties shall be supplied with same.
11. All participants are responsible for their assigned weeks. Any changes to the established schedule must be approved by the appropriate Supervisor

Maintenance and Custodial Services and must include the name of the maintenance employee who will take responsibility for their duty.

12. In all cases the duty must be shared equally throughout the life of the roster.
13. Any maintenance employee who drops out from the roster for any reason whatsoever will not be entitled to return to or in any way participate in the on-call duty until the next school year unless there is a medical reason or other extenuating circumstances. In the event that the number of maintenance staff participating in the Duty Roster falls below eight (8) persons both parties agree to revisit the existing format and endeavor to adjust the process in order to meet the needs of the Board.
14. For each full week of on-call duty performed by a maintenance employee they shall be entitled to one (1) lieu day. Employees cannot bank in excess of four (4) lieu days within a 12 month period. Lieu days must be taken at a time mutually agreeable to the employee and the Board and must be exhausted by December 31 of each year. Lieu days have no cash value and are not subject to a payout.
15. The Union will not entertain or advance any individual or policy grievances under the Collective Agreement as a result of this Letter of Intent.
16. This agreement will expire effective upon the expiry of the Collective Agreement between the parties. It is understood that this agreement can be extended by mutual agreement of both parties.

This agreement is without precedent or prejudice to either party with respect to their rights under the Collective Agreement.

LETTER OF UNDERSTANDING

Re: Summer School Staffing

The parties, through Labour Management Committee, shall discuss issues and concerns regarding staffing of summer school locations

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: Testing Process for Custodian Promotion

1. **Formal Training/Education**
 - 4th Class Engineer 5 pts
 - BES Class I & II 5 pts

2. **Previous Experience- 10 pts max.**
 - For each year as a Chief 1 pt
 - For each year as a Group Leader .75 pt
 - For each year as a Day Custodian .5 pt
 - For each year as a Afternoon Custodian .3 pt

Note: For the Chief and Group Leader position any time in the position whether it be permanent or temporary will be pro-rated provided the duration is more than two (2) months.

3. **Past Performance** (present Service Quality Supervisor)- **10 pts max.**

When evaluating performance the following is a sample of the criteria used:

 - (a) Punctuality
 - (b) Cleanliness of work area
 - (c) Letters of concern/discipline- 2 years maximum as per article 15.05 of the collective agreement
 - (d) Cooperation with co-workers

Note: Letters of commendation from Principals that form part of the personnel record and are no more than two (2) years old may be considered.

4. **Attendance- 10 pts max.**

Each candidate starts with 10 points. For each incident (total consecutive time = one (1) incident) due to illness there will be a deduction of one (1) point.

Note: Attendance will be calculated as follows. From the posting closing date back for a 12 month period.

Excessive sick leave due to an on-gong medical condition which is no fault of the candidate will be dealt with on a case by case basis where the parties may have discussions related to extenuating factors.

0 Incidents = 10 pts	5 Incidents = 5 pts
1 Incidents = 9 pts	6 Incidents = 4 pts
2 Incidents = 8 pts	7 Incidents = 3 pts
3 Incidents = 7 pts	8 Incidents = 2 pts
4 Incidents = 6 pts	9 Incidents = 1 pts

5. **Comprehension**

- (a) Writing- legible (assessed from tests) 5 pts
▪ spelling and punctuation not applicable
- (b) Reading- ability to comprehend 5 pts
▪ relevant test material
- (c) Oral- easily understood 5 pts

6. **Custodial Test** 30 pts

Test based on percentage multiplied by 30 to determine total score out of maximum 30 points.

7. **Mechanical Test** 30 pts

Test based on percentage multiplied by 30 to determine total score out of maximum 30 points.

8. **Situation Questions** 10 pts

Three (3) questions relevant to school operations. The questions will be weighted as follows:

- Question #1- 4pts
- Question #2- 3pts
- Question #3- 3pts

Each candidate shall be asked the same questions, in the same order. All answers will be compared to a pre-determined rubric. A representative from the Human Resources Department as well as a school Principal may participate as members of the interview panel.

9. **Records Management** 5 pts

(current Chiefs only)

A review of the existing log book to ensure it is being maintained on a daily basis. Custodians in the position of temporary Chief will be evaluated on this component only when they have been in the position for a period of not less than three (3) months.

Maximum Points- 130pts

Minimum Score- 70pts

Consideration will be given to long term employees whose first language is not English to take part in the testing process. The consideration will be on a case by case basis and will not apply to any employee hired after 1990.

The three (3) most senior candidates for a posting are notified and a date set up for the testing and interviews. One (1) hour is allotted for both the custodial and mechanical tests. The interview is conducted after the testing. The panel will

consist of a Supervisor Maintenance and Custodial Services, a representative from the Human Resources Department and a school Principal.

In order to ensure seniority is a factor the most senior candidates' final scores must be greater than a ten (10) point differential. If the spread is less than ten (10) points then the candidates will be considered relatively equal and the senior most candidate will be awarded the position.

Example:

<u>Candidate</u>	<u>Seniority</u>	<u>Score</u>
#1	1985	83
#2	1986	94
#3	1989	88

Candidate #2 would be awarded the position as his total score is more than 10 points higher than the most senior candidate.

The following provisions will be in place for the 2012-2014 collective agreement as a pilot program and will expire on August 31, 2014 unless otherwise explicitly agreed upon by the parties:

- If an employee achieves 70% or greater on the Mechanical/Custodial test, it shall be deemed a passing mark;
- A pass result shall be kept on file for a two (2) year period;
- An employee can only attempt the test once per job competition; and
- Any current Chief is grandfathered and deemed to have achieved a pass on the Mechanical/Custodial test.

LETTER OF INTENT

Re: Hours of Work During School Holidays

The Board and the Union agreed during the 2012 negotiations for a renewed Collective Agreement that with respect to hours of work during school holidays, namely Christmas, March Break and Professional Activity Days, the hours of work for school based positions shall be nine (9) hours Monday to Thursday with a half hour unpaid lunch, and eight and one half (8 ½) Friday with a half hour unpaid lunch. The parties agree that the start time of the shift shall be based on the operational needs of the individual school but no later than 7:00am.

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 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 29.

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.

LETTER OF UNDERSTANDING

Re: Temporary Custodial Floater Complement

The parties agree the complement of temporary custodial floaters shall be maintained at up to 15% and no less than 10% of the permanent custodial full time equivalent (FTE) to ensure coverage for employee absences and increased workload applications. Should the need arise to amend this staffing compliment, the Board will consult with the Union.

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 of 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.