

# COLLECTIVE AGREEMENT

BETWEEN

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

(hereinafter referred to as the 'Employer')

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1310

(hereinafter referred to as the 'Union')

EFFECTIVE SEPTEMBER 1, 2019 - AUGUST 31, 2022

PUBLISHED BY: Simcoe County District School Board

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PART A  
CENTRAL TERMS

## CUPE – PART A: CENTRAL TERMS

### C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

#### C1.1 Separate Central and Local Terms

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

### C2.00 DEFINITIONS

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

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

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

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

### C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

#### C3.1 Term of Agreement

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

#### C3.2 Term of Letters of Agreement/Understanding

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

#### C3.3 Amendment of Terms

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

#### C3.4 Notice to Bargain

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

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

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

## C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

### C4.1 Statement of Purpose

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

### C4.2 Parties to the Process

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

### C4.3 Meetings of the Committee

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

### C4.4 Selection of Representatives

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

### C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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



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

#### C4.6 Role of the Central Parties and Crown

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

#### C4.7 Referral of Disputes

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

#### C4.8 Carriage Rights

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

#### C4.9 Responsibility to Communicate

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

#### C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French.

Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

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

#### C4.11 Definition of Dispute

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

#### C4.12 Notice of Disputes

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

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

#### C4.13 Referral to the Committee

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

#### C4.14 Timelines

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

#### C4.15 Voluntary Mediation

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

#### C4.16 Arbitration

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

## C5.00

## BENEFITS

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

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

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

Post Participation Date, the following shall apply:

### C5.1 Eligibility and Coverage

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

### C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.

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

Funding will be made retroactive to September 1, 2019.

- c) Funding changes described in a) and b) are contingent on the CUPE EWBT agreeing that any enhancements to the CUPE Benefit plan shall be consistent with the following parameters:
- i. The Claims Fluctuation Reserve (CFR) shall not decrease below 25% of total CUPE benefit plan costs for the prior year and,
  - ii. the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

### C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.

#### C5.5 Payment in Lieu of Benefits

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

#### C5.6 Benefits Committee

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

#### C5.7 Privacy

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

## C6.00 SICK LEAVE

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

#### Definitions:

The definitions below shall be exclusively used for this article.

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

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

“Long Term Supply Assignment” means, in relation to an employee,

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

#### a) Sick Leave Benefit Plan

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

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

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

for the same condition.

- b) Sick Leave Days Payable at 100% Wages  
Permanent Employees  
Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days 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 a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

g) **Graduated Return to Work**

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

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

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

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;

- and has sick leave days and/or short term disability days remaining from the previous year

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

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

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

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. 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 day 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/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' ASSOCIATIONS 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.	

## 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><b>Dear Health Care Professional,</b></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>Employee</p> <p>Address: _____</p>	<p>Telephone No: _____</p> <p>Work Location: _____</p>	

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

First Day of Absence:

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

Date of Assessment:

dd mm yyyy

No limitations and/or restrictions ☐

Return to work date: dd mm yyyy

For limitations and restrictions, please complete Part 2.

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

## PART 2 – Physical and/or Cognitive Abilities

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

### PHYSICAL (if applicable)

Walking:

☐ Full Abilities

☐ Up to 100 metres

☐ 100 - 200 metres

☐ Other (*specify*):

Standing:

☐ Full Abilities

☐ Up to 15 minutes

☐ 15 - 30 minutes

☐ Other (*specify*):

Sitting:

☐ Full Abilities

☐ Up to 30 minutes

☐ 30 minutes - 1 hour

☐ Other (*specify*):

Lifting from floor to waist:

☐ Full Abilities

☐ Up to 5 kilograms

☐ 5 - 10 kilograms

☐ Other (*specify*):

Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):		
<input type="checkbox"/> Bending/twisting repetitive movement of ( <i>please specify</i> ):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No  <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

<b>Education Worker Protection Fund</b>		
<b>2019-20</b>		<b>2019-20</b>
<b>School Board</b>	<b>FTE</b>	<b>\$</b>
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
<b>Provincial Total</b>	<b>302.1</b>	<b>\$ 17,087,984</b>

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 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> of each year.

- j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 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.

PART B  
LOCAL TERMS

## CUPE – PART B: LOCAL TERMS

### ARTICLE 1: GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, to provide a method for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

### ARTICLE 2: RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees engaged in maintenance services and plant operations, save and except, Regional Operations Supervisors, Maintenance Supervisors, persons above the rank of Regional Operations Supervisors, or Maintenance Supervisors, students in a co-op program, and students employed during the school vacation period. A student is a person who states their intention to return to an education program, and the school vacation period shall be April 1 to Labour Day.
- 2.02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Board Secretary or the designated representative and the Secretary and President of the Union or designate.
- 2.03 The Union President and designate shall be notified of all hirings, lay-offs, recalls and terminations of employment within the bargaining unit. The notification shall contain the employee's name, location, action, the date of the action, job code, employee group code and the employee's FTE.
- 2.04 The National Representative may attend any meeting with the Employer at the request of either party to this Agreement where a Manager is present except for a grievance meeting, which shall be held in accordance with Article 8. The National Representative may be available forthwith. Should the National Representative not be available forthwith, the meeting may be held without their presence. Manager is one who is responsible for a department or business unit.

### ARTICLE 3: RELATIONSHIP

- 3.01 It shall be a condition of employment that all present members of the Union shall remain members in good standing according to the constitution and by-laws of the Union. All new employees shall become and remain members within thirty (30) days. The employer shall not be required to terminate the employment or otherwise discriminate against an employee who loses their union membership for any reason other than non-payment of regular monthly dues.
- 3.02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 3.03 The Union agrees it will not discriminate against, coerce or restrain any employee because of their membership or non-membership, their activity or their lack of activity, in the Union.

3.04 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without obtaining the prior permission of the Employer. Provided the normal procedure is followed, the Employer will grant a permit to the Union for the use of its premises and facilities for the purpose of membership and Executive Board Meetings without payment therefor unless extra custodial services are required.

3.05 The board will provide each new permanent employee with an electronic copy of the Collective Agreement as part of the online orientation.

3.06 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, telephone number on file.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

3.07 Orientation Sessions

The Union will be provided with thirty (30) minutes twice per year to make a presentation about membership in the Union to new members. Each new employee may attend one session.

The Union orientation session will be coordinated by the Union at a regional Simcoe County District School Board (SCDSB) location, arranged through the permit office, twice per school year, during non-instructional days. The dates of these sessions will be determined between Human Resource Services and the Union.

Release time for new employees, including travel and meeting time, will not exceed two (2) hours. Travel costs are at the expense of the employee.

The Union will provide the Employer with copies of materials used in such session and will not disparage the employer during the presentation.

3.08 During the posting process, the employer will include the following statement on each posting: This position is part of the CUPE Local 1310 bargaining unit. The terms and conditions of employment for this position are contained within the CUPE Collective Agreement, including any applicable union dues.

## ARTICLE 4: DEFINITIONS

4.01 Days: Any reference to days contained herein refers to business days.

4.02 Non-Instructional Days: A non-instructional day includes PA days, holiday shut down, March break and the summer.

4.03 Service: This could include funeral, celebration of life, memorial service, burial, or interment.

- 4.04 Quarantine: A legal order for quarantine or isolation by a quarantine officer or a public health officer due to either having a contagious disease or has been exposed to a contagious disease, in an attempt to prevent the spread of the disease.

## ARTICLE 5: DEDUCTION OF UNION DUES

- 5.01 During the lifetime of the Agreement, the Employer shall deduct from the pay of all employees covered by this Agreement who have been employed by the Employer for a period of thirty (30) days, as a condition of employment, on the first pay day of each calendar month whatever sum may from time to time be authorized by the Union as regular monthly dues and shall remit same prior to the middle of the following month to the Treasurer of the Union, together with a list showing each employee's name and dues deducted.

The said sum shall be accepted by the Union as the regular monthly dues of those employees who are, or shall become members of the Union, and the sums so deducted from non-members of the Union shall be treated as their contribution toward the expense of maintaining the Union.

## ARTICLE 6: NO STRIKES OR LOCKOUTS

- 6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 6.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any illegal strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 8.
- 6.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step 2 of Article 9.
- 6.04 The Union further agrees that it will not involve any employee in the course of their employment, or the Employer itself, in any dispute, which may arise between any other employer and the employees of such other employer.

## ARTICLE 7: RESERVATION OF MANAGEMENT FUNCTIONS

- 7.01 The Union acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, classify, transfer, promote, demote and lay off employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 7.02 The Union further recognizes the right of the Employer to operate and manage its schools and operations in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer

at any time, the right to use modern methods, machinery and equipment and jurisdiction over all operations, buildings and equipment are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Union and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

- 7.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

## ARTICLE 8: UNION COMMITTEES, STEWARDS AND UNION RELEASE TIME

- 8.01 The Employer will recognize a Grievance Committee of no more than three (3) members. The Employer shall be advised of the names of the Grievance Committee from time to time as elected. All members of the Grievance Committee shall be regular employees of the board who have acquired at least one year's seniority.
- 8.02 The Employer shall instruct all members of its supervisory staff to co-operate with the stewards and union officers in carrying out the terms and requirements of this Agreement.
- 8.03 The Union shall secure from its officers, stewards and members their co-operation with the Employer and with all persons representing the Employer in any supervisory capacity.
- 8.04 The privilege of stewards and members of the Grievance Committee to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- (a) Stewards and Grievance Committee members are only permitted to leave their work for Union business at meetings with management, or as otherwise approved by management.
  - (b) The time shall be devoted to the prompt handling of necessary Union business.
  - (c) The stewards and members of the Grievance Committee concerned shall obtain prior approval of their supervisor outside the bargaining unit before leaving their work. The steward or Grievance Committee member shall advise their supervisor of the time and location of the meeting and state the name of the management person who will be in attendance. Such approval shall not be unreasonably withheld.
  - (d) The steward or Grievance Committee member shall contact their supervisor when they return to the work site so that a proper record of their union business may be kept.
  - (e) The board reserves the right to limit such time if it deems the time so taken to be excessive.
- 8.05 All discussions with employees who have concerns or grievances must take place with the stewards or Grievance Committee members outside of working hours, except in the case of a discharged employee.

- 8.06 (a) It is agreed that a Bargaining Committee composed of not more than five (5) employees shall be paid at their regular rate for the time necessarily lost from work for the purpose of attending negotiating meetings with the Employer.
- (b) The Bargaining Committee shall be granted an aggregate total of no more than twenty-five (25) days leave of absence without pay and without loss of seniority. These days shall commence no earlier than January 1st of the year in which the current collective agreement expires. These days shall be taken during the bargaining process in no less than half-day increments for the purpose of preparing proposals for negotiations. These days cannot be used for any other purpose.

- 8.07 A Labour/Management Committee shall be established with equal representation from the Employer and the Union with at least two (2) from each side present at meetings and as many more as may be mutually agreed.

Its purpose is to discuss matters not covered by this Agreement with the view to promoting better Labour/Management relations.

Meetings of the Committee shall be held upon reasonable notice at the request of either party, but not more than once per month, except by mutual consent, which will not be unreasonably withheld.

- 8.08 Should the board request and require the Union to participate in a joint committee or meeting, during their scheduled shift, such employees shall be paid, notwithstanding Article 21.03, their regular straight time rate of pay when required to attend such meetings.

- 8.09 The CUPE President may, with the approval of their supervisor, and such approval will not be unreasonably withheld, be released from their assigned duties for a maximum of ten (10) hours per week (not to be accumulated) for the purpose of conducting union business. This will not include meetings requested by management.

- 8.10 Notwithstanding Article 8.06 (b), union business shall include attendance at meetings, including executive meetings, for all members including union executives.

Upon written request received at least one (1) week in advance, leave of absence without pay and benefits and without loss of seniority will be considered for an employee selected to attend to business of the Union to an aggregate amount of 115 days in a calendar year. The Union shall reimburse the Employer for receipt of such pay. No request shall be unreasonably denied by the Employer.

In a bargaining year, an extra ten (10) days will be provided for union leave related to bargaining.

Both parties agree to monitor the aggregate usage of the 115 days or 125 days in a bargaining year.

- 8.11 Notwithstanding Article 17.01, an employee who is elected, or selected for a full time position with the Union, or anybody with which the Union is affiliated, or public office, may be granted a leave of absence without pay, and without loss of seniority. Seniority shall accumulate for a maximum of two (2) years. Upon return from such leave, the employee will be placed in a position comparable to the one held prior to the commencement of such



leave, at a salary level which applies for the experience gained at the time of the commencement of the leave.

## ARTICLE 9: GRIEVANCE PROCEDURE

9.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

9.02 No grievance shall be considered where it is filed more than ten (10) full working days after the grievor became aware or reasonably ought to have become aware of the occurrence of the circumstances giving rise to the grievance.

The grievance shall specify the Articles, clauses and subsections of which violations are alleged, contain a statement of facts relied upon, indicate the relief sought and be signed by the employee.

Any grievance that is received after 4:30 p.m. will be considered as filed for the next business day.

It is understood that it is the desire of both parties to settle grievances in an expeditious manner and will not hold responses to the tenth day unless completely necessary.

9.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

### INFORMAL STAGE

Any dispute that may result in a grievance, excluding disciplinary situations, must first be discussed with the employee's immediate supervisor outside the bargaining unit. (In a dispute over a job posting, the immediate supervisor for the purpose of the Informal Stage will be the chairperson of the selection committee.) The immediate supervisor must be advised in advance of the employee's intent to pursue the dispute through the Informal Stage of the grievance procedure. The discussion must take place within five (5) days of the time the employee becomes aware of or ought to have become aware of the circumstances giving rise to the dispute. The supervisor shall respond to the employee within five (5) days of this discussion. If the employee is unable to resolve the dispute by informal discussion, the employee, with their steward's assistance, may file a formal grievance at Step 1.

### STEP 1

If the Union is not satisfied with the answer at the Informal Stage, a grievance may be submitted to the employee's manager within ten (10) days after receipt of the response at the Informal Stage. The manager shall meet to discuss the grievance within a period of ten (10) days after receipt of the grievance. At this meeting, the employee shall have the right to Union representation and upon request an additional member of the Union attend. The manager shall give an answer in writing within a period of ten (10) days of the meeting.

### STEP 2

If the Union is not satisfied with the answer at Step 1, the Union may submit the grievance in writing to the appropriate Superintendent within ten (10) days after receipt of the response at Step 1. The Superintendent shall meet within ten (10) days of receipt of the

grievance. The Union Grievance Committee and the aggrieved employee will attend as will the Superintendent, the employee's manager, and/or the Manager of Human Resource Services, if requested. The Superintendent shall give an answer in writing within a period of ten (10) days of the meeting.

### STEP 3

If the Union is not satisfied with the answer at Step 2, the Union may submit the grievance in writing to the Director of Education, or designate, within ten (10) days after receipt of the response at Step 2. The Director of Education, or designate shall meet within twenty (20) days to discuss and to endeavour to settle the grievance. The Superintendent, the employee's manager, and/or the Manager of Human Resource Services may also be present. The Union shall have their Grievance Committee present, and at the request of either party to this Agreement, a National Representative of the Union shall also be present. The Director of Education, or designate, shall give an answer in writing within ten (10) days of the meeting.

- 9.04 If the Union is not satisfied with the answer at Step 3, and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, the grievance may or may not be referred by the Union to arbitration as provided in Article 10, at any time within fifteen (15) days of receipt of the decision at Step 3, but not later.

During the fifteen (15) day period, the Union may request, in writing, to refer the grievance to grievance mediation. Should the Employer agree to grievance mediation, the fifteen (15) day period will be suspended at that point in time until the date of mediation, but not later than thirty (30) days following the request for grievance mediation.

- 9.05 Grievances concerning suspensions will be filed directly at Step 3 and grievances concerning discharge will be filed directly at Arbitration.
- 9.06 In the computation of time in Articles 9, 10 and 11, Saturdays, Sundays and staff holidays shall not be counted.
- 9.07 Where there is a dispute involving the Union as such or all of the employees in the bargaining unit or all employees in a Classification Group (as defined in Schedule A) in respect of which an individual employee could not grieve, the Union may file a grievance in its own name at Step 3 of the grievance procedure.
- 9.08 Notwithstanding Step 3 of the grievance process, the National Representative may attend any grievance meeting with the employer at the joint request of the parties to this Agreement.
- 9.09 Should a management representative fail to communicate their written response within the time limit prescribed in Article 9.03, the grievor may carry their grievance to the next step within the stipulated time frames. Notwithstanding Articles 9.03, 9.04 and 10.01, should the grievor and/or the Union fail to abide by the timelines specified in Articles 9 and/or 10, the Parties will deem the matter to be resolved.
- 9.10 It is understood that the Employer may file with the Steward and a Union Representative any complaint with respect to the conduct of the Union, its officers or stewards, or any complaint that a contractual obligation undertaken by the Union has been violated, and that if such complaint by the Employer is not settled to the mutual satisfaction of the

conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee. No such grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

## ARTICLE 10: ARBITRATION

- 10.01 (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 9, and which has not been settled, may be referred to arbitration.
- (b) Such arbitrations will be referred to a Single Arbitrator, unless either party requests to refer the grievance to a Board of Arbitration.
- 10.02 Should the parties fail to agree on a person to be the Single Arbitrator referred to in Article 10.01 (b) within thirty (30) calendar days of the notification mentioned in 10.01(a), the Ministry of Labour will be asked to nominate a person to act as the Single Arbitrator.
- 10.03 Should the parties agree to refer the grievance to a Board of Arbitration, the following will apply:
- (a) The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- (b) Within five (5) days of the request by either party for a Board, each party shall notify the other of the name of its nominee.
- (c) Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in Section 10.03 (b), the Minister of Labour for the Province of Ontario will be asked to appoint an impartial chairperson.
- 10.04 The decision of the Single Arbitrator or the Board of Arbitration constituted in the above manner shall be final and binding on both parties. If the Board of Arbitration is unable to determine a unanimous award, the award of the Chairperson shall govern unless the nominees are agreed on a different result.
- 10.05 The Single Arbitrator or the Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.06 Each of the parties to this Agreement will bear the expenses of the nominee appointed by it and of its own witnesses and attendees, and the parties will jointly bear the expenses, if any, of the Chairperson or the Single Arbitrator.
- 10.07 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

- 10.08 The time limits contained in Articles 9 and 10 may be extended by the mutual consent of the parties in writing.

## ARTICLE 11: DISCIPLINE

- 11.01 When an employee covered by this Agreement is called to a disciplinary meeting, the employee shall be accompanied by a Union representative. A second union representative may attend the meeting upon mutual agreement in advance of the meeting. The Employer shall advise the employee of the requirement to be accompanied by a Union representative and agrees that no disciplinary matter will be discussed without the presence of the aforementioned member of the Union executive.
- 11.02 (a) The Union shall have the right to represent a member at a Board meeting when a recommendation for discharge of that member is being presented to the Board.
- (b) In the event an employee is discharged from employment and the employee feels that an injustice has been done, a grievance may be filed, except as restricted by Article 11.02(c). The grievance must be filed within ten (10) days after the board notifies the employee in writing of the discharge.
- (c) Notwithstanding Article 11.02 (b), an employee who has not attained seniority may only grieve a discharge if the discharge was done in a manner that was arbitrary, discriminatory, or in bad faith.
- 11.03 Such grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator, as the case may be.
- 11.04 All documentation with respect to discipline will be removed from an employee's file after thirty (30) months from the date the discipline was taken providing that:
- (a) there has been no further disciplinary action taken against the employee for any infraction; and
- (b) the discipline was not a suspension of five (5) or more days.
- There shall be one official Board personnel file maintained by Human Resource Services. Disciplinary documents removed from an employee's personnel file in accordance with Article 11.04 shall not be used against the employee, although a copy may be retained in Board grievance or investigation files.
- 11.05 An employee shall have the right to have access to and review their personnel file, and may make a request in writing for a copy once annually. Each employee shall have the right to respond in writing to any document contained therein. Such a reply shall become part of the permanent record. The employee shall make an appointment during regular working hours and shall review the file in the presence of an employee from Human Resource Services.

## ARTICLE 12: PROBATIONARY PERIOD

- 12.01 Permanent employees will be required to serve a probationary period of six (6) continuous months in the same classification, notwithstanding the location.
- (a) A probationary employee who changes their permanent classification within the probationary period shall serve a new probationary period of six (6) months.
  - (b) A probationary employee who temporarily changes classification through a temporary posting shall serve a new probationary period of six (6) months. If the employee is returned to their original classification as a result of the temporary posting ending, then previous time served in the original classification will be counted toward the completion of the original probationary period of six (6) months.
- 12.02 The probationary period referred to in Article 12.01 will commence on the first scheduled shift worked as a permanent employee.
- 12.03 For the purpose of Article 12.01, an employee initiated absence of five (5) continuous days or less or a board initiated absence, other than a termination, will not be considered as a break in continuity.
- 12.04 The probationary period may be extended by written consent of the Manager and the Union. Any extension agreed to will be confirmed in writing specifying the length of the extension.
- 12.05 Notwithstanding Article 7.01 (b), the board may discharge probationary and temporary employees at its discretion, provided that such discretion is not exercised in a manner that is arbitrary, discriminatory or in bad faith.

## ARTICLE 13: SENIORITY

- 13.01 (a) Seniority shall be the length of continuous employment with the board and predecessor boards, subject to Articles 12 and 13.03.
- (b) Seniority shall be bargaining unit wide.
- 13.02 Effective February 5, 2003, new permanent employees with previous periods of temporary employment in this bargaining unit within the previous twenty-four (24) months, will have their rate of pay and seniority adjusted as follows:
- (a) for the purpose of determining the starting wage rate, such an employee will be credited with previous periods of temporary employment in this bargaining unit during the previous twenty-four (24) months; and,
  - (b) for the purpose of Article 13.02 (a), when determining placement on the wage grid of Schedule A, the employee will be placed in the appropriate classification at the same grid step that they have most recently been placed as a casual or a temporary employee, whichever is higher;
  - (c) the increment date will be determined using the permanent start date adjusted with credit for hours paid using eight (8) hours as a day and one hundred and sixty (160) hours as a month;

- (d) for the purpose of seniority, upon successful completion of the probationary period, such an employee will be credited with seniority considering hours paid as a casual or temporary employee using eight (8) hours as a day and one hundred and sixty (160) hours as a month.

13.03 Seniority status, once acquired, will be lost only for the following reasons:

- (a) voluntary resignation. No resignation shall be effective unless in writing and signed by the employee;
- (b) discharge for just cause unless reinstated in the Grievance Procedure;
- (c) lay-off in excess of 24 months;
- (d) failure to signify intention to return to work within three (3) working days of the receipt of the actual notice of recall. Such notice may be verbal and confirmed in writing. If the Employer is unable to make verbal contact, notice shall be in writing by registered mail or personal delivery, addressed to the last known address according to the records of the Employer, and failure in fact to return to work within a further five (5) days. An employee who so fails shall forfeit their claim to re-employment;
- (e) Absence due to illness, accident or compensable claim (Workplace Safety & Insurance Act) that exceeds two (2) years from date of original absence. Nothing in this article is intended to contravene the Human Rights Code;
- (f) An employee who has lost seniority in accordance with Article 13.03(a), (b), (c) and (d) will be terminated.
- (g) The Employer may, at its discretion, terminate the employment of an employee who is absent for five (5) or more consecutive scheduled working days and who has not reported such absence to their supervisor. A call into the board's absence management system is not sufficient notification.

- 13.04
- (a)
    - (i) An employee who is absent due to an illness, accident or compensable claim (WSIB) shall continue to accumulate seniority from the date of the original absence until such seniority is lost pursuant to Article 13.03(e).
    - (ii) An employee who is absent for medical reasons and who has lost seniority must provide evidence as requested, satisfactory to the Employer that substantiates the continuing absence or their employment will be terminated.
    - (iii) An employee who has lost seniority as a result of an illness, accident or compensable claim (WSIB) and who is fit to return to work shall have their seniority re-instated after six (6) months of regular employment (at pre-absence level). Seniority shall be determined as if the absence has not occurred.
  - (b) An employee who has been absent due to approved leave, illness, accident or compensable claim (WSIB) shall for a period of two (2) years from the date of the

original absence be eligible to return to their original position or a comparable position consistent with their seniority, qualifications, physical capabilities to perform the work and permanent hours.

- (c) Should the absence extend beyond two (2) years, the employee shall be eligible to return, upon recovery if applicable, to the first available vacancy consistent with their seniority, qualifications and physical capabilities to perform the work and permanent hours.

13.05 For the purpose of Articles 13.03 and 13.04, an employee who is absent due to illness, accident or compensable claim (WSIB) and who returns to work and is again absent for the same disability within a period of thirty (30) days will not be considered to have returned to work when calculating the two (2) year period.

13.06 (a) In the event that an employee is transferred or promoted to a permanent position outside the scope of this Agreement, such employee shall retain their seniority and position for a period not to exceed six (6) months but will not continue to accrue seniority while in that position.

- (b) Such employees who exceed six (6) months outside the scope of this Agreement shall lose their seniority. Should they wish to return to the bargaining unit, they may be placed in a position providing there is a vacancy. They shall not displace any employee in the bargaining unit, however, they may be placed in a vacancy only after the posting or the application of the transfer clause. They shall start at day one seniority but shall retain all service with the employer for the purpose of other benefits.

13.07 The board will make the Seniority List available to the Union and each school in February of each year. Such list shall be subject to challenge for a period of two (2) months, failing which it shall be considered to be correct for all purposes. Such list will contain the employees' name, classification, seniority date, and location.

The board shall make available all additions, deletions or amendments to the Union Recording Secretary upon request.

13.08 Notwithstanding Articles 14.02 and 15, the board, upon consultation with the Union, may place an employee who is on WSIB, sick leave, or long term disability, in any available vacancy for rehabilitation or light duty purposes on a temporary basis.

#### ARTICLE 14: LAY-OFF AND RECALL

14.01 (a) In all cases of lay-off, seniority shall govern as provided for in Articles 14.02 and 14.03 and provided that the employee has the capabilities to do the work in question.

- (b) Notwithstanding 14.01(a), an employee in a lower paid classification may not bump an employee in a higher paid classification (including allowances with the exclusion of unsupervised custodian allowances).

- (c) Notwithstanding 14.01(a), when an employee's daily hours of work are reduced by one half hour or less, it will not be considered as a lay-off and such an employee is not eligible to bump another employee.

- (d) An employee whose daily hours of work are reduced pursuant to Article 14.01(c) by one half hour or less will be offered, in order of seniority, available equivalent time within their work area, as determined by the Employer, for a period of twelve (12) months from the date of the notification of their reduction.

An employee who accepts such offer or who refuses such offer of equivalent time will have no further rights under this article.

- (e) When an employee's hours of work are reduced and the employee has not accepted another position or part thereof, and hours are returned to that location within twelve (12) months, the hours will be offered to the employee who experienced the reduction to no more than the FTE that the employee held prior to the reduction.
- (f) A reduction of more than one half (1/2) hour will be considered as a lay-off for the purpose of this article. Such an employee may accept the reduction or exercise their rights under Article 14.02.
- (g) The Employer will, before the implementation of a change to the custodial staffing formula, or the reduction of the maintenance complement, meet to discuss such changes with the Union.
- (h) Notwithstanding 14.01(g), the Employer may proceed with the implementation of such changes after ten (10) working days of the notification to the Union of such changes. Nothing in Articles 14.01(g) and (h) restricts the Employer's right to implement such reductions.
- (i) Temporary lay-offs resulting from a two-week vacation shutdown will not be considered to be a lay-off for the purposes of Articles 14.01 and 14.02.

14.02 For the purpose of Article 14.01, the following procedures shall be followed in the event a permanent employee is declared surplus or whose daily hours of work are reduced by more than one half (1/2) hour.

- (a) Where the Employer determines that it is necessary to reduce the number of custodial hours assigned to a school or location and/or to reduce the number of employees, the Employer will identify the classification to be affected. Such reduction will then be applied to the junior employee(s) and/or the vacancy in that classification at that location provided the remaining employee(s) at that location have the necessary qualifications/skills to fill the remaining position(s). For clarity, the order of the reduction will then be applied to the vacancy and then to the junior employee(s) in the classification.
- (b) (i) The Employer will attempt to place the affected employee by offering, according to seniority, available permanent vacancies for which the employee is qualified, within the Geographic Area (as defined by the Parties). If there is not a permanent vacancy available at the same FTE, a lesser FTE will be offered if available.



- (ii) Notwithstanding Article 15, Article 14.02 (b) will be applied prior to the application of Article 15. Vacant positions from July 15th to November 15th, will be held for the regular staffing process.
- (c) The affected employee so identified who has not been placed may in order of seniority bump one (1) of the two (2) persons with the least seniority in their Geographic Area (as defined by the Parties) or, one of the two persons with the least seniority in the County, whose permanent FTE is nearest to, but not greater than their permanent FTE,
  - (i) within their own classification, or
  - (ii) failing the employee being able to bump in accordance with (c)(i) above, then they may bump one (1) of the two (2) persons with the least seniority in a lower classification whose permanent FTE is nearest to, but not greater than their permanent FTE, providing that the employee has the capabilities to do the work in question.
- (d) An employee bumping into a lower classification will be paid their current pay rate or, the maximum pay rate for the new position, whichever is the lower.
- (e)
  - (i) An employee who has been identified in 14.02(a), or who has been bumped, and who decides to exercise a right under Articles 14.02(b)(i), (c)(i) or (c)(ii), must notify the Human Resource Services Department of such desire and identify their option selection no later than 1:00 p.m. of the day following the notice of their reduction/redundancy. Such notices may be verbal, to be confirmed in writing.
  - (ii) The notice of reduction/redundancy in Articles 14.02(e)(i) will include the employee's options provided in accordance with Articles 14.02(b) and (c).
- (f) Failing placement in 14.02(b)(i), (c)(i) or (c)(ii) above, or failure by the employee to respond in the timelines provided in Article 14.02(e), will result in the employee being laid off.
- (g) An employee who has been displaced under 14.02(c)(i) or (c)(ii) above shall have the same rights under this Article/procedure.
- (h) Employees declared surplus or bumped are only entitled to displace another employee of equal or of lesser full-time equivalency.
- (i) An employee who accepts a reduction in hours or who has elected to and bumps another employee at an equal or lesser full time equivalency than their permanent position will have no further bumping or recall rights unless they are subsequently bumped or declared surplus.
- (j) Employees bumping an employee must accept and be qualified to assume that employee's entire position and work schedule including all hours at another location.
- (k) For the purpose of this Article when determining an employee's FTE to be bumped, that employee's total permanent FTE is to be calculated.

- (l) An employee may not bump more than one (1) employee.
  - (m) An employee who bumps an employee who has two locations does so voluntarily and is, therefore, not entitled to travel allowance between the locations.
  - (n) An employee who was laid off and returns to a position in the same classification shall be paid at the grid step for that classification that they held prior to the lay-off.
- 14.03 Employees on lay-off shall continue to accumulate seniority until the employee loses their seniority in accordance with Article 13.03(c).
- 14.04
- (a) Notwithstanding Article 15.09, an employee on lay-off or on recall to a temporary position will have their transfer requests under Article 15.09 suspended during the period of lay-off or temporary recall.
  - (b) Vacant positions will be posted in accordance with Article 15.01 and employees on lay-off may apply.
  - (c) The Employer has no responsibility for notifying employees on lay-off of vacancies and/or posted positions. The board posts all available positions on the public website and distributes copies electronically to all school locations.
- 14.05 Effective January 1, 2005, it is understood and agreed that in the event the Employer should change a method or methods now in effect, then all permanent employees covered by this Agreement, who as of December 31, 2001, have four (4) or more years seniority, and whose employment is affected by such change, will be offered alternative employment with the Employer in a position requiring the same number of regular hours as the employee's former position and will not be terminated or laid off from employment by the Employer as a result of such change. An employee who, pursuant to the provisions of this clause, is transferred to a lower rated classification shall be paid the maximum rate of the classification to which the employee is transferred or the rate paid to the employee in their former classification, whichever is lower.
- 14.06 After completion of the permanent staffing process, probationary employees impacted by the staffing process will be addressed as follows.
- (a) The board will first apply the language in article 14.01 (d). Offers will be in the Regional Operations Area.
  - (b) The board will then apply article 15.03 (d). Offers will be made in the normal manner.
  - (c) The board will then apply article 15.09 (transfers). This will apply to all remaining vacancies from the staffing process, review transfers on file and offer vacancies to employees with seniority who have a valid transfer request on file with the board.
  - (d) Any remaining positions after transfers will then be offered to probationary employees (individuals without seniority), in order of permanent start date. If an employee does not accept a vacancy option, they will then be laid off, with no further rights as a permanent employee.

- (e) The board will then apply article 15.03 (c) in the normal manner.
- (f) All remaining vacancies will then be posted.

## ARTICLE 15: JOB POSTINGS

- 15.01 (a) (i) When a permanent vacancy, or a temporary vacancy (subject to Article 15.03) occurs, or a new position is created inside the bargaining unit, the board shall post a notice of the position on the board's website and on the absence replacement system (currently ATE) and shall email a copy to the Union President and to each work location for posting in a suitable location for five (5) days. Permanent employees may apply except for those excluded under Article 15.01(b). Probationary employees are only eligible to apply for positions that would provide additional hours or that are a promotion. A cover letter, with a detailed resume attached, is to be submitted quoting the posting number and the applicant's identification number.
- (ii) Notwithstanding 15.01(a) (i), the board may delay the posting of a vacancy during the months of July and August.
- (b) A Group Leader, Chief Custodian and a Lead Hand Custodian may apply for temporary Group Leader, Chief Custodian and Lead Hand Custodian positions. If successful to the temporary posting, they may not apply again to another temporary posting within the same school year.
- (c) Employees who have accepted and are working in a temporary summer maintenance position are not eligible to apply for any job posting, or to apply for a transfer under Article 15.09, until after the completion of the temporary assignment, unless it is known at the time of posting that the job will commence after the completion of the temporary position.
- 15.02 Each job posting shall contain the following information:
- (a) nature of position and location;
  - (b) required qualifications;
  - (c) required knowledge and education;
  - (d) required skills;
  - (e) shift;
  - (f) wage or salary rate or range;
  - (g) posting number and date of issue;
  - (h) the closing date by which all staff applications must be made in writing.
- 15.03 (a) All permanent vacancies shall be posted.
- (b) (i) Original temporary vacancies which are anticipated to exceed three (3) months will be posted. The first resulting vacancy will also be posted where the original vacancy has been filled from within the bargaining unit.

- (ii) Original temporary vacancies which are anticipated to be three (3) months or more will be posted. The first resulting vacancy will also be posted where the original vacancy has been filled from within the bargaining unit.
  - (c) Positions of less than three (3) hours will not be posted.
  - (d) Notwithstanding 15.03 (c), in a school with a part-time custodial employee(s) where there are part-time hours available, such hours up to four (4) hours may be offered to those part-time employee(s) in the same classification in whole or in part. If there is more than one eligible employee, the hours will be offered to the most senior eligible employee and if declined, the hours will be offered to the remaining eligible employees in the school in descending order of seniority. Any such offer must not result in an FTE greater than 1.0.
- 15.04 (a) The board shall first determine whether any of the applicants under Article 15.01 are qualified. If none of the applicants are qualified, it may then seek applications from within and/or outside the bargaining unit. On request, unsuccessful candidates shall be provided the reasons for the selection of another candidate.
- (b) The board shall give first consideration to casual custodial employees of the board (casual custodians must identify their employment status on the cover letter including their employee ID number).
- (c) Notwithstanding Article 15.04(a) and (b), the board may receive external applications, however, such applications will only be considered if there are no qualified internal applicants.
- 15.05 In cases of promotion (other than promotions to positions outside the bargaining unit) and transfer, the following factors will be considered:
- (a) ability to perform the work, including relevant elements such as skill, experience, knowledge, training and work records with the board;
  - (b) the ability to perform the essential duties of the job.
  - (c) The board will commit to providing opportunities for on-line training to individuals interested in Chief Custodian, Lead Hand Custodian and Group Leader positions. It is understood that employees interested in the respective training will complete this training on their own time. Training is not a guarantee of a position.
- It is understood that where the qualifications referred to above are relatively equal, then the employee with the greatest seniority shall be appointed. In making an evaluation under this clause, the Employer agrees that it will not act in an arbitrary or unjust manner.
- 15.06 (a) After a position has been posted and if the person selected for that position leaves that position within two (2) calendar months, the position need not be reposted. An employee shall be selected in accordance with Article 15.05 from the qualified candidates who made application for the position at the time of the original posting. If no qualified candidate is available to fill the position, the board may seek applications from outside the Bargaining Unit.

- (b) Should the person leave the position after a period of two (2) calendar months, the Employer shall post the position in accordance with Article 15.01.

15.07 A successful candidate to a job posting shall be paid as follows:

- (a) to a lower classification, they shall be paid at the same wage level in the new classification. If the new rate is not the maximum rate of the new classification they shall retain their same increment date.
- (b) to a classification in the same wage level, they shall retain their same rate of pay and increment date (where required).
- (c) to a higher classification, the new wage level must result in a rate increase of at least 3% over the former level but not exceed the maximum rate of the classification.

The employee's increment date, where applicable, shall be the date of the transfer to the new classification.

- 15.08 (a) A successful applicant to a job posting, who has attained seniority, shall be placed on trial for a period of three (3) consecutive calendar months. Absence during the trial period will extend the trial period for an additional period equivalent to the absence. In the event the employee proves unsatisfactory in the position during the aforementioned trial period, they will be returned to their former position at their previous hourly rate. The implementation of this sequence of events may result in the lay-off of an employee in accordance with Articles 14.01 and 14.02.
- (b) The trial period referred to in Article 15.08(a) is not for the purpose of allowing an employee to attain the capabilities/qualifications required for the posted vacancy.

#### 15.09 Transfer Requests

- (a) An employee with seniority wanting to transfer within their permanent classification to another location in the same classification with no increase in hourly rate (including allowances) may indicate such by completing an on-line Request for Transfer. Employees are eligible to increase their hours in the transfer process.
  - 1. All requests will remain active unless withdrawn on-line by the employee or withdrawn by the board pursuant to Item 10.
  - 2. To be considered for a particular vacancy, the transfer request must be submitted on-line not less than thirty (30) days prior to the Employer declaring the position vacant.
  - 3. When a position becomes vacant and before posting, the Requests for Transfer will be reviewed. Providing the employee has an acceptable work and attendance record, the employee will be transferred in accordance with this Article. Should more than one qualified employee request a transfer to the same location, the employee with the greatest seniority will be transferred.

4. An employee whose request for transfer has been granted must accept the transfer. An exception may be made at the discretion of the board if the transfer would result in a loss of hours.
  5. This article applies only to permanent vacancies.
  6. A maintenance trades employee applying for a transfer under this Article must have the required experience and skills for the specific position.
  7. Where the Employer has been notified of a future vacancy more than thirty (30) days prior to the actual date that the position will be vacant, it will review transfer requests thirty (30) days prior to that date.
  8. When an employee is transferred under this Article, all transfer requests shall be removed by the board.
  9. All requests for transfers will be removed annually on July 15<sup>th</sup>. It is understood that there will be a two (2) week grace period from July 16<sup>th</sup> until July 31<sup>st</sup> where no new postings will be activated in order to allow employees to submit their transfer requests. Transfers after July 31<sup>st</sup> will have a thirty (30) day waiting period.
- (b) A custodial employee may use this process to transfer to a lower custodial classification.
  - (c) An employee in a Maintenance classification may use this process to transfer to a lower Maintenance classification provided they have the required skills and certifications.
- 15.10 (a) A successful candidate to a job posting, or a transfer request under Article 15.09, may not apply for another transfer or job posting for a period of six (6) months from the effective date, except to apply for a job posting that would provide for a promotion, additional permanent hours or transfer for additional permanent hours, or to apply for a transfer from a position that has changed to a split shift position.
- (b) Notwithstanding 15.10 (a), an employee in a temporary assignment may apply for the transfer, or the job posting, if their temporary assignment becomes a permanent vacancy.

## ARTICLE 16: TEMPORARY ASSIGNMENTS / TEMPORARY EMPLOYEES

- 16.01 (a) An employee, who for the convenience of the Employer is temporarily assigned all the duties of another job in which the rate of pay is different from that in effect in such employee's regular job, shall be paid while so employed as follows:
- (i) If the rate of pay for the job to which the permanent employee is assigned is less than the employee's regular rate, they shall receive their own higher rate of pay;
  - (ii) If the rate of pay for the job to which the employee is assigned is higher than the employee's regular rate, they shall be paid at the lowest wage level of the new classification that would result in a rate increase. If the new

classification is in the same classification group, the new wage level must result in a rate increase of at least 3% over the former level but not to exceed the maximum rate of the classification.

- (b) An employee will be recognized as an acting Chief Custodian, Lead Hand Custodian or Group Leader and paid in accordance with Article 16.01(a) when replacing the respective employee for more than five (5) consecutive working days as a full-time replacement.
- 16.02 An employee, who for the convenience and benefit of the employee is temporarily assigned to another job instead of being laid off due to lack of work, breakdown of machinery or other like cause, shall be paid the applicable job rate while so employed.
- 16.03 If the board appoints a temporary Lead Hand Custodian, Group Leader or Chief Custodian, it shall give first consideration to bargaining unit members who work in the Geographic Area who meet all of the qualifications and whose appointment would not unreasonably interfere with operations provided that the final selection shall be at the discretion of management.
- 16.04 An employee who is temporarily assigned to a position outside of the bargaining unit shall be paid the rate for that position.
- 16.05 (a) No employee shall be transferred to a position outside the bargaining unit without their consent.
- (b) In the event a bargaining unit employee is transferred to fill a temporary position outside the bargaining unit, the employee shall retain all seniority previously acquired, and shall continue to accumulate seniority while in that temporary position for a period not to exceed three (3) months, or in the case of maternity/parental leave replacement, not to exceed twelve (12) months. Upon being returned to the bargaining unit, they shall be placed in their original position and rate of pay.
- 16.06 Temporary employees may be hired for:
- (a) maintenance work for a specified period of time not to exceed nine (9) months;
  - (b) sickness or accident coverage;
  - (c) leave of absence coverage;
  - (d) replacement for an employee transferred under articles 16.05(b), and 15.03;
  - (e) filling a vacancy during the posting or bumping process;
  - (f) special projects. (Prior to the implementation of special projects, the board shall meet with the Union to discuss the project.)
- 16.07 A temporary employee shall:
- (a) not have permanent status;

- (b) not accrue seniority and shall not have any seniority for the purpose of this Agreement;
- (c) be entitled to the wage rates and overtime provisions and be subject to the deduction of union dues as set forth in this Agreement;
- (d) not be entitled to any of the benefits set forth in Articles 19 or 22;
- (e) not work for a period that exceeds nine (9) months without prior notification to the Union.

## ARTICLE 17: LEAVES OF ABSENCE

17.01 (a) The Employer may grant a leave of absence in writing to employees for periods not to exceed twelve (12) months without pay and without loss of seniority. If the Employer grants a leave of absence in excess of thirty (30) days, the employee shall not accumulate seniority beyond thirty (30) days. Any request for a leave of absence shall be in writing stating the reason for the leave and be directed to the employee's immediate supervisor outside of the bargaining unit.

(b) Notwithstanding 17.01(a), the Employer may grant a medical leave for medical reasons for a period greater than twelve (12) months.

17.02 An employee granted a leave of absence who uses such absence for a different purpose than that for which it was granted or does not return to work on the expiration of such leave, shall be deemed to have terminated their employment, and such a person, if rehired, shall start at the lowest rate for the classification of the work available.

### 17.03 Bereavement Leave

(a) When a death occurs in the immediate family of an employee, the employee shall be granted not more than three (3) working days leave of absence from their employment without loss of pay. Said leave of absence shall be accessed during the period of time between the death and the day of the service. Immediate family is defined as mother, father, step-mother, step-father, brother, sister, wife, husband, son, daughter, step-child, common-law spouse, son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, or father-in-law of the employee. Such leave of absence shall be charged against the employee's supplemental absence days.

(b) When a death occurs to an employee's uncle, aunt, brother in law, or sister in law, the employee shall be granted one (1) working day's leave of absence from their employment without loss of pay, to attend the service. Such leave of absence shall be charged against the employee's supplemental absence days. Upon request of the employee and upon approval of the employee's supervisor, the leave of absence may be extended to three (3) days if such is required for purpose of traveling to the funeral.

(c) In the event of the death of an employee in the bargaining unit covered by this Agreement, then, upon request, one day's leave of absence without pay will be granted to one executive member of the Union for the purpose of attending the service of the deceased employee.



- (d) In the event of a death of an employee in the bargaining unit covered by this Agreement, then, upon request, one day's leave of absence without pay will be granted to up to six (6) bargaining unit members, including the executive member if granted leave under 17.03(c), to act as pallbearers.

#### 17.04 Election Leave

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority and without pay so that employees may be candidates in a Federal, Provincial or Municipal election.

Supporting documentation must accompany the union release request to participate in public affairs related to Federal, Provincial or Municipal elections.

#### 17.05 Jury Duty/Subpoena

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any Court where the employee is not a party to the Action. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present to Human Resource Services proof of service and the amount of pay received.

- a) If an employee is on vacation when they are subpoenaed for court duty, this is no longer deemed vacation and the employee is then able to reschedule their vacation.

#### 17.06 Pregnancy and Parental Leave

- (a) A Pregnancy or Parental Leave without pay shall be granted in accordance with the Employment Standards Act and as augmented by this Article.
- (b) Requests for such a leave shall be made in writing to the employee's supervisor as soon as possible but not later than two weeks before the date the leave is to commence. The employee shall attach a medical statement confirming the estimated delivery date.
- (c) Notwithstanding Article 17.01, employees on such leave(s) shall continue to accumulate service for vacation entitlement and seniority for the duration of the leave.
- (d) The board will continue to subsidize the premiums for the employee benefit plans, as per Article 22.04, that the employee is enrolled in during a Pregnancy and/or Parental Leave. The employee will authorize the board to deduct their monthly share of the premiums from the bank account the board currently has on file for that employee. Failure to provide that authorization will require the employee to prepay their share of the premiums prior to the commencement of the leave.

- (e) An employee on Pregnancy and/or Parental Leave must notify the Manager of Human Resource Services, in writing, of the date the leave will end, at least four weeks prior to that date.
- (f) Upon completion of the leave, the employee will return to their original position and work location providing the position still exists. In the event the original position does not exist, the employee will be reassigned to a comparable position in accordance with Article 14.

#### 17.07 Adoption Leave

Adoption Leave shall be granted and all conditions and entitlements shall apply as defined in 17.06.

#### 17.08 Special Leaves

Upon the request of any employee, and with the prior approval of the supervisor and the Manager of Human Resource Services, accumulated sick leave credits may be used to cover the following absences of a special nature:

- (a) community or public service of an emergency nature;
- (b) serious accident or serious illness in the immediate family for sufficient time to alleviate the emergency condition;
- (c) emergency medical or emergency dental appointment and specialist appointment of the employee;
- (d) convocation or graduation from an elementary school (grade 8), secondary school, college or university diploma or degree program involving the CUPE member, the member's spouse, child or parent for up to one (1) day;
- (e) one (1) day for attendance at the birth of the member's child.

#### 17.09 Inclement Weather

If an employee is, in the opinion of the immediate supervisor outside of the bargaining unit, justifiably absent due to unsafe winter travel conditions, the employee shall be paid for such absence and the corresponding sick leave or vacation credit, as requested by the employee, shall be deducted. If, in the opinion of the supervisor, the employee's absence was not justifiable, the employee shall not be paid for the duration of such absence. The employee must report their inability to get to work to their immediate supervisor outside of the bargaining unit at the earliest possible time.

### ARTICLE 18: WAGES AND ALLOWANCES

- 18.01 During the lifetime of this Agreement, the Employer agrees to pay the scale of wages as set out in Schedule A attached hereto, which is hereby made a part of this Agreement.
- 18.02 When a new classification is established, a temporary rate of pay for that classification will be established by the board until a regular rate can be negotiated through the normal Collective Bargaining process. Such process will be initiated within thirty (30) calendar

days of the board assigning an employee to the new position. Should the negotiated rate be higher, then it will be paid retroactive to the employee's start date in the new position.

- 18.03 If the duties of an existing job or classification are substantially changed, the Union shall be consulted.
- 18.04 Absence from employment not paid for by the board and which is in excess of one continuous month shall not count as service to advance an employee through the wage rates for a classification.
- 18.05 (a) Pay days shall be every second Friday.
- (b) Each employee covered by this collective agreement shall provide to the board the name of their bank or trust company and the account number to which payment will be made by direct deposit.
- 18.06 (a) Each employee covered by this Agreement will be paid a shift premium for each hour worked on a shift that commences after 12:00 p.m., when directed by management, as follows:
- Effective August 31, 2019 - \$0.62 per hour
  - Effective September 1, 2019 - \$0.63 per hour
  - Effective September 1, 2020 - \$0.64 per hour
  - Effective September 1, 2021 - \$0.65 per hour
- (b) An employee who is scheduled by management to work a split shift shall receive the shift premium for each hour worked on all such shifts. For the purpose of this clause, a split shift is a shift where the regular daily hours of work are scheduled with a break of two (2) hours or more.
- 18.07 (a) A Lead Hand (Maintenance) shall be paid a responsibility allowance as follows:
- Effective August 31, 2019 - \$0.79 per hour
  - Effective September 1, 2019 - \$0.80 per hour
  - Effective September 1, 2020 - \$0.81 per hour
  - Effective September 1, 2021 - \$0.82 per hour
- (b) A Custodian who is himself/herself responsible for a school shall be paid a responsibility allowance as follows:
- Effective August 31, 2019 - \$0.74 per hour
  - Effective September 1, 2019 - \$0.75 per hour
  - Effective September 1, 2020 - \$0.76 per hour
  - Effective September 1, 2021 - \$0.77 per hour
- (c) The allowance defined in 18.07(a) will be paid to an employee who is assigned by the board to provide direct supervision to a crew of three (3) or more students.
- 18.08 (a) The board shall pay an allowance to custodial employees designated by the board to test, log, and maintain water and chemical treatment levels and to monitor the operation of equipment at specified cooling tower sites. This allowance shall be

payable from May 1<sup>st</sup> to October 31<sup>st</sup>, except for periods when the cooling system is shut down for the summer months, as follows:

- Effective August 31, 2019 - \$0.80 per hour
- Effective September 1, 2019 - \$0.81 per hour
- Effective September 1, 2020 - \$0.82 per hour
- Effective September 1, 2021 - \$0.83 per hour

(b) Preventative Maintenance Persons responsible for the treatment and monitoring of water treatment facilities will be paid an additional allowance, as follows:

- Effective August 31, 2019 - \$0.62 per hour
- Effective September 1, 2019 - \$0.63 per hour
- Effective September 1, 2020 - \$0.64 per hour
- Effective September 1, 2021 - \$0.65 per hour

18.09 (a) Effective September 1, 2000 employees required to use their cars for board business will be paid an allowance for all kilometers actually and necessarily traveled on board business during paid working hours as in the board's current policy.

(b) If the employee is required to use their car for heavy hauling then they shall be paid an additional twenty cents (\$0.20) per kilometer. This allowance for heavy hauling will be paid for the towing, or the transporting of supplies and equipment of such weight (usually in excess of approximately 150 pounds) that would result in additional or unexpected costs and/or abnormal wear to the vehicle.

(c) Notwithstanding Article 18.09 (b), Preventative Maintenance Persons will not receive the additional twenty cents per kilometer for heavy hauling. They will, instead, receive an additional ten cents (\$0.10) per kilometer for all kilometers driven using their personal car for authorized board business.

(d) This allowance is not paid for driving to and from work but where an employee is temporarily assigned to a location which requires them to drive further than the distance between their home and their normally assigned location, then they shall be paid the allowance for all kilometers driven which are further than they would normally drive going to and from their home and their normally assigned location.

(e) Notwithstanding 18.09(a), employees who by choice work at more than one (1) location or who accept additional hours or overtime hours at another location will not be eligible to receive the allowance.

18.10 The amount allowed to an operations employee for attendance on heating plant and school checks on weekends and holidays when the school is not open for other reasons on those days, will be as follows:

Effective August 31, 2019

- for schools up to 50,000 square feet \$17.44
- for schools of more than 50,000 but less than 100,000 square feet \$20.65
- for schools of 100,000 square feet or more \$23.92

Effective September 1, 2019

- for schools up to 50,000 square feet \$17.61
- for schools of more than 50,000 but less than 100,000 square feet \$20.86
- for schools of 100,000 square feet or more \$24.16

Effective September 1, 2020

- for schools up to 50,000 square feet \$17.79
- for schools of more than 50,000 but less than 100,000 square feet \$21.07
- for schools of 100,000 square feet or more \$24.40

Effective September 1, 2021

- for schools up to 50,000 square feet \$17.97
- for schools of more than 50,000 but less than 100,000 square feet \$21.28
- for schools of 100,000 square feet or more \$24.64

The foregoing rates shall be deemed to include driving costs involved in checking one (1) or two (2) schools.

If a staff member is required to check three (3) or more schools, mileage shall be paid in accordance with board policy. The calculation of mileage will be from the home school to each of the schools checked by the most direct route, and return to the home school by the most direct route.

- 18.11 In the event of an overpayment of any monies, the parties agree that the amount of the overpayment shall be repaid to the board based on a mutually acceptable schedule of repayment to the board. In the event of an underpayment of any monies by the board, the parties agree that the amount of the underpayment shall be paid to the employee as soon as possible on the nearest regularly scheduled pay date.

## ARTICLE 19: SICK LEAVE

[See Part A - Central Terms – C 6.00 – Sick Leave](#)

- 19.01 (a) The provisions of this Article apply only to permanent employees and are pro-rated in accordance with regular time worked.
- (b) Upon completion of three (3) continuous months service, permanent employees shall receive sick leave credits on the basis of one-half day per week of service thereafter. No sick leave credits will be granted for the employee's first three (3) continuous months of service.
- Service is defined as a period of time in which the employee is receiving pay or sick leave benefits.
- (c) One (1) day per month of the sick leave credits provided for in Article 19.01(b) to a maximum accumulation of seventy-five (75) days, will be used only for the purpose of personal disability.
- 19.02 The unused portion of sick leave will be accumulative to a maximum of two hundred and sixty days.

- 19.03 (a) Effective January 1, 1991, all part-time employees shall be included in the plan on a pro-rata basis. Accumulations (including maximum on accumulation) and use of sick leave credits shall be in proportion to the portion of a full-time position that the employee works.
- (b) Part-time employees on staff as of January 1, 1991 will maintain their present sick leave accumulation unless it exceeds the pro-rated maximum accumulation. Sick leave credits in excess of the pro-rated maximum will be segregated into an account entitled "excess sick leave account" and will be reinstated on a pro-rata basis should that person increase his/her percentage of time worked.
- 19.04 Effective January 1, 1991, a full-time employee who becomes a part-time employee will maintain his/her present sick leave accumulation unless it exceeds the pro-rated maximum accumulation. Sick leave credits in excess of the pro-rated maximum will be segregated into an account entitled "excess sick leave account" and will be reinstated on a pro-rata basis should that person increase his/her percentage of time worked.
- 19.05 (a) An operations/maintenance employee who is unable to report to work, without prior approval, must contact a person of the employer's choosing and report the absence in the employer's absence reporting tool as soon as possible before the start of the shift in accordance with the appropriate department procedures manual
- (b) To be eligible to qualify to receive paid sick leave for such absence, the employee must notify their supervisor in accordance with 19.05 (a) and have available sick leave credits. A call into the board's absence management system is not sufficient notification.
- (c) The employer reserves the right to require proof of illness by medical certificate or such other form of proof as the Employer may require before payment of sick leave is granted. Before payment of sick leave is withheld, a discussion with the union will occur. At the Employer's discretion, such form of proof may be a signed statement from the employee stating the reason for the absence and the name of the attending physician.
- (d) An employee who has exhausted their accumulated sick leave credits and who wants to remain covered under the benefit provisions of Article 22 of this Agreement, shall authorize the Employer to deduct their monthly share of the premiums from the bank account that the Employer has on file for that employee.
- 19.06 When an employee is absent due to sickness or accident and a claim has been filed with the Workplace Safety and Insurance Board (WSIB), and the employee has accumulated sick leave credits, they may draw upon those credits pending the settlement of the WSIB claim. Should the WSIB claim be approved, an employee may draw upon the accumulated sick leave credits for the difference between their regular pay and the amount payable by the Workplace Safety & Insurance Board. Upon the depletion of the sick leave credits, the employee shall receive only those benefits to which they are entitled by WSIB regulations.
- 19.07 Normal pregnancy is not considered an illness under the terms of the Sick Leave Plan. An employee who suffers from a pregnancy-related illness while the employee is still working, prior to the commencement of the pregnancy leave, and who provides the board

with a satisfactory medical statement, may qualify for sick leave during the illness, until no later than the commencement of the pregnancy leave.

- 19.08 An employee who has had five (5) continuous years' service with the board or a predecessor board shall, upon death or permanent total disability, upon becoming eligible for and receiving an OMERS pension, or retirement at age 65, be entitled to a gratuity calculated as follows:

$$\frac{N}{260} \times \frac{S}{2}$$

where N is the number of accumulated sick leave credit days at the time of the employee's separation from the board and S is their salary during the last year of employment. In any event, the gratuity shall not exceed the amount of one half year's earnings at the employee's wage rate received by the employee immediately prior to retirement or death.

- 19.09 Employees who have had five (5) continuous years' service with the board or a predecessor board who, by reason of the sick leave policy of a predecessor board, had accumulated sick leave credits in excess of 260 days as of December 31, 1968, shall continue to have the total so accumulated as their future maximum accumulation. They will be credited with one-half day per week sick leave, but no accumulation will be permitted beyond their respective maximums.

Upon death or permanent total disability, upon becoming eligible for and receiving an OMERS pension, or retirement at age 65, the gratuity formula for them will be:

$$\frac{N}{A} \times \frac{S}{2}$$

where N is the number of accumulated sick leave credit days at the time, A is the maximum allowed accumulation for such individual and S is the employee's salary during their last year of employment. In any event, the gratuity shall not exceed the amount of one-half year's earnings at the employee's wage rate received by the employee immediately prior to death, disability or retirement.

- 19.10 The reference in Articles 19.08 and 19.09, to "260" pertains to full-time employees only and will be pro-rated for part-time employees.

## ARTICLE 20: VACATIONS WITH PAY

- 20.01 Vacations with pay will be granted to permanent employees in accordance with the following:

- (a) Calculations of pay and continuous service will be based on a vacation fiscal year;
- (b) The fiscal year will be from July 1 to June 30 (the actual period may vary depending upon the year);
- (c) Earned vacations will be taken during the calendar year and may not be carried over to the next calendar year.

20.02 Permanent employees with less than one (1) year of continuous service by June 30<sup>th</sup> of any year shall receive one (1) day of vacation with pay for each full month of service up to a maximum of ten (10) days' vacation with pay.

20.03 Permanent employees who have more than one (1) year of continuous service by June 30<sup>th</sup> of any year shall receive vacation as defined below. Continuous service for the purpose of this Article will be determined by the employee's seniority date.

	Service as of June 30	Weeks of Vacation with Pay
1	year but less than 3 years	2
3	years but less than 10 years	3
10	years but less than 17 years	4
17	years but less than 26 years	5
26	years or more	6

Employees on unpaid leaves of absence (Article 17.01) which exceed thirty (30) consecutive calendar days, except medical leaves supported by a doctor's statement, will have that year's vacation entitlement reduced by a corresponding pro-rated amount.

20.04 (a) A Custodian entitled to three (3) or more weeks' vacation shall be scheduled for three (3) weeks of vacation during the non-instructional days of which two (2) weeks must be taken during the summer, unless otherwise agreed with the immediate supervisor. Any employee that has additional vacation entitlement shall be scheduled by agreement between the employee and the immediate supervisor.

Approval of vacation requests will take into consideration the necessity to ensure that operation needs are met.

(b) Any employee having more than two (2) weeks' vacation entitlement shall receive such additional vacation with pay at a time mutually agreed upon between the Employer and the employee.

(c) In the event the board has a shutdown over the Christmas period or over the March Break, it is agreed that employees will be assigned to work on days not designated as paid holidays.

20.05 Where an employee is entitled to paid sick leave for the two (2) weeks immediately preceding their scheduled vacation and the circumstances causing the sick leave continue through the employee's entire scheduled vacation time, the employee shall be entitled either to take their vacation at another time scheduled by the Employer or to elect to be paid their vacation pay instead of sick leave pay for the period of the scheduled vacation, provided that the sickness or the accident causing the sick leave shall be certified by a physician.

20.06 Temporary employees will receive four percent (4%) vacation pay on all regular earnings, excluding vacation pay, at the time of receiving such earnings.

20.07 Effective July 1, 1999, permanent part-time employees working additional temporary hours will receive four percent (4%) vacation pay on those additional earnings at the time of receiving such earnings.



## ARTICLE 21: HOURS OF WORK AND OVERTIME

21.01 The working day for all full-time employees covered by this Agreement shall consist of eight (8) hours, exclusive of meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one-half (1/2) hour each.

21.02 (a) Notwithstanding Article 18.06 (b), the work week for all permanent full time employees shall be forty (40) hours consisting of five (5) consecutive workdays as follows:

- (i) Dayshift 8 consecutive hours between 5 a.m. and 4 p.m., not including an undisturbed lunch period of up to one (1) hour.
- (ii) Mid-shift 8 consecutive hours between 10 a.m. and 10 p.m., not including an undisturbed lunch period of up to one (1) hour.
- (iii) Afternoon shift 8 consecutive hours between 2 p.m. and 12 a.m., including a paid 30-minute lunch period.

The work week for all permanent part-time employees shall be as follows:

- (iv) Where part-time hours are required at a location, shifts will be scheduled as required based on operational needs.
- (b) During the period of the summer school closing until one week before school opening, the work week for all employees shall consist of four (4) consecutive work days of ten (10) hours, which shall include the provisions of Article 21.04. Under this schedule, daily overtime shall be after ten (10) hours exclusive of meal periods, and Staff Holiday pay shall be eight (8) hours for full time employees. During those weeks which include a Staff Holiday, the shifts may revert to eight (8) hours.
- (c) Notwithstanding Article 21.02(b), where the location is on a modified calendar and the location is open to teachers and/or students, the hours of work for employees at such location(s) will revert to those specified in Article 21.02(a).
- (d) Altered schedules may be considered for non-instructional days based on operational needs.

21.03 Except for the work covered in Article 18.10 of this Agreement, all work performed on a Saturday, or over forty (40) hours in a week shall be paid for at the rate of time and one-half (1½) the employee's basic rate. All work performed on a Sunday, or on a Staff Holiday as defined in Article 23.01, shall be paid for at the rate of double time (2X) the employee's basic rate. The time spent in the work covered by Article 18.10 shall not be included in computing the hours worked for the purpose of determining overtime.

21.04 Employees will receive rest period(s) of fifteen (15) minutes duration without reduction of pay and without increasing the regular working hours as follows:

- (a) Full-time employees will receive two (2) rest periods per shift.
- (b) Part-time employees will receive rest period(s) as follows:

Continuous Hours of Work Per Shift	Number of Rest Periods
less than 3 hours	0
3 - 6 hours	1
7 hours or more	2

- 21.05 All shift employees working six (6) or more hours per shift other than those on day shifts shall receive a one-half (1/2) hour paid lunch period.
- 21.06 An employee who is called in and required to perform emergency work outside their regular working hours and after the employee has gone home having completed the normal day's work, shall be paid for such work a minimum of three (3) hours' pay at overtime rates or at overtime rates for all work performed by the employee, whichever is the greater. This provision does not apply to the school check referred to in Article 18.10, nor does it apply in the event that an employee is requested to report for work before their normal starting time.

## ARTICLE 22: EMPLOYEE BENEFIT PLANS

### 22.01 Long Term Disability Insurance

The board will administer a Long Term Disability (LTD) Insurance Plan directed by the union.

- 22.02 (a) Employee participation in the LTD Plans defined in Article 22.01 is mandatory depending on the number of hours worked per week, as directed by the Union.
- (b) Notwithstanding 22.02 (a), an employee who has been registered in the LTD plan as a result of completing the qualifying period as a member of another SCDSB employee group will not be required to complete another qualifying period.
- (c) Notwithstanding 22.02 (a), an employee who waived their rights to enter the LTD plan may subsequently enter the plan providing they meet the terms and conditions of the respective plan.
- (d) Participation in the LTD plan terminates at age 65, or in accordance with the carrier's Master Agreement with the Union.
- 22.03 The board's share of the premium for the LTD plan, for permanent part time employees, will be pro-rated on the basis of the proportion of 40 hours per week which the employee normally works, excluding overtime.
- 22.04 The board will only contribute its share of the premiums for those employees who have completed their probationary period and who are at work, on vacation, on paid sick leave, or on a pregnancy and/or parental leave.
- 22.05 The continuation of LTD benefits during the first year of a leave will be approved by the board in accordance with the Insurance Carrier's policy/procedure and relevant articles of this collective agreement. For leaves of longer duration, continued benefit coverage is subject to the approval of the Insurance Carrier and relevant articles of this collective agreement.

- 22.06 Membership in the Ontario Municipal Employees Retirement System pension plan is compulsory for all full-time employees. The Plan is optional for those part-time employees who meet the criteria as specified in the Pension Benefits Act [section 32.(3)]. The board will contribute to the cost of OMERS in accordance with OMERS regulations.
- 22.07 The Employer will pay the cost of any medical examinations required under the Occupational Health and Safety Act.
- 22.08 CUPE agrees to indemnify the board and save it harmless from any loss, costs or damages that may result from claims against the board arising from such deductions and payment under the employee benefit plans, including but not limited to the amount of payment or any denial of claim by the insurer.
- 22.09 EI Rebate

If the employer has received an Employment Insurance rebate, each eligible employee covered by this agreement will receive an annual rebate on their pay in accordance with Regulations governing the EI Rebate Program.

## ARTICLE 23: STAFF (PUBLIC) HOLIDAYS

- 23.01 Eligible employees will be paid their normal daily rate for the following staff (public) holidays (or days in lieu thereof):

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

3 Floaters (to be designated by the board to be taken during the Christmas/New Year's period)

- 23.02 (a) To be eligible for holiday pay, the employee must have been employed continuously for one calendar month and must work their full work day immediately preceding such holiday and their full work day immediately following such holiday, unless absent through proven illness, approved vacation, or for reasonable cause with the permission of the immediate supervisor outside the bargaining unit.
- (b) An employee who is eligible for a staff holiday in accordance with the above conditions and who performs work for the Employer on any of the said staff holidays shall be entitled to be paid at double time their regular rate for all time worked on such staff holiday in addition to their holiday pay.

- 23.03 (a) Should any of the staff holidays as defined in clause 23.01 fall or be observed during an employee's vacation period, then such day will not be considered to be a vacation day.
- (b) Should a staff holiday be celebrated while an employee is on approved sick leave, no deduction will be made for the day from their accumulated sick leave credits.

#### ARTICLE 24: GENERAL

- 24.01 (a) The Employer agrees to make coveralls available for use by employees while they are cleaning boilers.
- (b) Employees shall be required to wear enclosed safety footwear that is CSA approved and that is in compliance with department procedure manuals. Employees who fail to wear such footwear shall be subject to discipline.
- (c) The Employer shall reimburse, upon submission of a receipt, an overall maximum eligible expense of \$200 per employee in any 24 consecutive months towards the cost of the safety footwear specified above, retroactive to January 1, 2020.
- 24.02 (a) It shall be the responsibility of all employees to notify the Employer within five (5) days of any change of address or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach such employee.
- (b) The Union will save harmless the Employer from the costs and penalties of any litigation regarding the disclosure of the above information, whether in court, at arbitration, under privacy legislation or before any other tribunal.
- (c) Information about an employee, or other person, provided to the Union by the Employer shall be used by the Union only for the purpose for which it was originally provided and shall be maintained by the Union in a confidential manner.
- 24.03 The employer will provide each school/work location with one hard copy of the Collective Agreement.
- 24.04 The board will replace tools owned by Maintenance employees which are broken or worn out on the job, subject to the approval of the supervisor. Such approval shall not be unreasonably withheld.
- 24.05 The Employer agrees that no employee in the bargaining unit who has seniority as of the date of ratification of this collective agreement shall lose their job or have their permanent hours of work reduced as a result of contracting out custodial and maintenance services during the school years during the term of this agreement.
- 24.06 The Employer agrees that for any new schools opened within the geographical confines of the board during the period during the term of this agreement, custodial services shall be staffed by members of CUPE Local 1310.

Notwithstanding the above, the Employer may continue to have other arrangements for joint use agreements.

- 24.07 The SCDSB and CUPE Local 1310 agree that in no case shall general student supervision (supervision of students assigned on the school supervision schedule) be assigned to a classification or position in this bargaining unit, where supervision is not a core duty of that classification. This does not diminish an employee's obligation to assist in emergency situations under the Safe Schools Act.

## ARTICLE 25: CLOTHING

- 25.01 The Employer will provide and require each permanent employee to wear a uniform while at work. The uniforms will be supplied in stocked sizes with the employee being responsible for the cost of alterations.
- 25.02 The employee will maintain the uniform, at their expense, in a clean and presentable manner.
- 25.03 The Employer will provide an initial issue of uniforms to new permanent employees upon hire. The selection of uniform clothing items will be done in consultation with the Union.

Each permanent employee will be supplied with an initial issue of:

- 2 t-shirts
- 1 shorts
- 2 pants/slacks
- 3 shirts/blouses (choice of long or short sleeves)
- 1 sweater (optional)

- 25.04 The Employer in consultation with the Union will provide a voucher to purchase uniforms annually based on the list of clothing options in Article 25.03.
- 25.05 Uniforms that are damaged beyond repair will be exchanged and the Employee will pay 50% of the cost.
- 25.06 The uniform is not to be worn for personal use but may be worn to and from work.
- 25.07 The board shall provide all equipment / uniforms for any maintenance employees as mandated by the CSA Workplace Electrical Safety Standard.

## ARTICLE 26: TERM OF AGREEMENT

26.01 This Agreement shall take effect as of the 1st day of September, 2019 until the 31st of August, 2022 and shall continue in full force and effect from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before its termination.

WITNESS WHEREOF each of the parties hereto has caused the Agreement to be signed by its duly authorized representatives as of the day and year first above written.

DATED at Barrie, Ontario this 7<sup>th</sup> day of February, 2020.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 1310

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SCHEDULE A - WAGES  
Effective August 31, 2019

	CLASSIFICATION	Start	3 Months	12 Months	24 Months
Group 1	BAS Technician	27.26	28.62	30.00	
	Millwright				
	Plumber				
	Electrician				
	Heating Serviceperson				
	Air Conditioning and Refrigeration Technician	26.94	27.45	28.07	28.63
Group 2	Bricklayer				
	Carpenter				
	Locksmith				
	Motor Mechanic	25.63	26.20	26.78	
Group 3	Maintenance Person	22.14	22.33	22.71	22.26
	Preventative Maintenance Person	22.01	22.20	22.57	23.13
Group 3a	Water / Wastewater Technician	22.37	22.61	22.99	23.50
Group 4	Labourer				
	Maintenance Helper	21.61	21.79	22.20	22.71
Group 5	Truck Driver	21.19	21.43	21.74	22.32
Group 6	Custodian	21.19	21.43	21.74	22.32
	Project Team Custodian				
Group 7	Chief Custodian				
	Lead Hand Custodian	22.37	22.61	22.99	23.50
Group 8	Group Leader	23.45	23.67	24.07	24.55
Group 9	Casual Custodian	Start 18.11	500 Hours 18.78	2000 Hours 19.81	4000 Hours 21.91

**SCHEDULE A - WAGES**  
Effective September 1, 2019

	CLASSIFICATION	Start	3 Months	12 Months	24 Months
Group 1	BAS Technician	27.53	28.91	30.30	
	Millwright				
	Plumber				
	Electrician				
	Heating Serviceperson				
	Air Conditioning and Refrigeration Technician	27.21	27.72	28.35	28.92
Group 2	Bricklayer				
	Carpenter				
	Locksmith				
	Motor Mechanic	25.89	26.46	27.05	
Group 3	Maintenance Person	22.36	22.55	22.94	23.49
	Preventative Maintenance Person	22.23	22.42	22.80	23.36
Group 3a	Water / Wastewater Technician	22.59	22.84	23.22	23.74
Group 4	Labourer				
	Maintenance Helper	21.83	22.01	22.42	22.94
Group 5	Truck Driver	21.40	21.64	21.96	22.54
Group 6	Custodian	21.40	21.64	21.96	22.54
	Project Team Custodian				
Group 7	Chief Custodian				
	Lead Hand Custodian	22.59	22.84	23.22	23.74
Group 8	Group Leader	23.68	23.91	24.31	24.80
Group 9	Casual Custodian	Start 18.29	500 Hours 18.97	2000 Hours 20.01	4000 Hours 22.13



**SCHEDULE A - WAGES**  
Effective September 1, 2020

	CLASSIFICATION	Start	3 Months	12 Months	24 Months
Group 1	BAS Technician	27.81	29.20	30.60	
	Millwright				
	Plumber				
	Electrician				
	Heating Serviceperson				
	Air Conditioning and Refrigeration Technician	27.48	28.00	28.63	29.21
Group 2	Bricklayer				
	Carpenter				
	Locksmith				
	Motor Mechanic	26.15	26.72	27.32	
Group 3	Maintenance Person	22.58	22.78	23.17	23.72
	Preventative Maintenance Person	22.45	22.64	23.03	23.59
Group 3a	Water / Wastewater Technician	22.82	23.07	23.45	23.98
Group 4	Labourer				
	Maintenance Helper	22.05	22.23	22.64	23.17
Group 5	Truck Driver	21.61	21.86	22.18	22.77
Group 6	Custodian	21.61	21.86	22.18	22.77
	Project Team Custodian				
Group 7	Chief Custodian				
	Lead Hand Custodian	22.82	23.07	23.45	23.98
Group 8	Group Leader	23.92	24.15	24.55	25.05
Group 9	Casual Custodian	Start 18.47	500 Hours 19.16	2000 Hours 20.21	4000 Hours 22.35

**SCHEDULE A - WAGES**  
Effective September 1, 2021

	CLASSIFICATION	Start	3 Months	12 Months	24 Months
Group 1	BAS Technician	28.09	29.49	30.91	
	Millwright				
	Plumber				
	Electrician				
	Heating Serviceperson				
	Air Conditioning and Refrigeration Technician	27.75	28.28	28.92	29.50
Group 2	Bricklayer				
	Carpenter				
	Locksmith				
	Motor Mechanic	26.41	26.99	27.59	
Group 3	Maintenance Person	22.81	23.01	23.40	23.96
	Preventative Maintenance Person	22.67	22.87	23.26	23.83
Group 3a	Water / Wastewater Technician	23.05	23.30	23.68	24.22
Group 4	Labourer				
	Maintenance Helper	22.27	22.45	22.87	23.40
Group 5	Truck Driver	21.83	22.08	22.40	23.00
Group 6	Custodian	21.83	22.08	22.40	23.00
	Project Team Custodian				
Group 7	Chief Custodian				
	Lead Hand Custodian	23.05	23.30	23.68	24.22
Group 8	Group Leader	24.16	24.39	24.80	25.30
Group 9	Casual Custodian	Start 18.65	500 Hours 19.35	2000 Hours 20.41	4000 Hours 22.57

LETTER OF UNDERSTANDING #1

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

Maintenance Employees - Reporting to Work

All maintenance employees shall be assigned to a habitual work location, being either a designated maintenance centre or a secondary school.

Unless directed otherwise by their supervisor, maintenance employees shall report to their habitual work location at the start of the working day, and return to their habitual work location at the end of their working day.

When it is not necessary to begin and/or end their working day at their habitual work location, as directed by their supervisor, maintenance employees shall begin and/or end their working day at a specified work location, or at a maintenance centre other than their habitual work location.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 1310

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LETTER OF UNDERSTANDING #2

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

Lieu Time

Notwithstanding Article 21.03 and 21.06 at the employee's option, compensating lieu time at the applicable rate, may be taken at a time agreed to by the employee and the employee's supervisor. In the event that such compensating time off is not granted prior to the end of the respective calendar year, or up to the last working day of January in the next calendar year, then the employee will be paid in accordance with Article 21.03 and 21.06.

This Letter of Understanding will remain in effect for the term of this Collective Agreement and may be renewed by mutual agreement.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 1310

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## LETTER OF UNDERSTANDING #3

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

Vacation

The Employer and CUPE agree that for the duration of this agreement affected employees will, under the following conditions, be allowed to take vacations during the school year in accordance with the following procedure:

1. The following procedures are applicable to Custodial Staff.
  - 1.1 No more than two (2) custodial employees per Regional Operations area will be granted vacation at any one time during the school year. Preference will be given to the two (2) most senior employees per Regional Operations area should three (3) or more employees request the same vacation time.
  - 1.2 Employees transferring from one Regional Operations area to another and/or working on a temporary assignment in Maintenance during the school year may be required to change their vacation dates.
  - 1.3 The school year for the purpose of these procedures begins with the second week of school in September and ends one week prior to the last day of school in June.
  - 1.4 Employees must retain sufficient weeks of vacation to cover the scheduled vacation shutdown period except as provided below.
  - 1.5 The board will, by October 1, determine the number of weeks of vacation to be retained to cover the vacation shutdown period. Should the board subsequently change the length of the vacation shutdown period, the affected employee will be given the choice of taking their vacation as scheduled with the possible resulting lay-off during the vacation shutdown or change their scheduled vacation as necessary.

A Custodian entitled to three (3) or more weeks of vacation shall be scheduled for three (3) weeks of vacation during non-instructional days of which two (2) weeks must be taken during the summer, unless otherwise agreed with the immediate supervisor. Operational needs will be considered before approvals will be granted.
  - 1.6 Requests for vacation week(s) for the following calendar year must be made not later than October 15, stating the full week(s) being requested and indicating their

first, second, third and fourth choices using the approved form. More than one week may be requested. All requests shall be sent using the approved form to the Regional Operation Supervisor.

- 1.7 The board will review the requests and notify the employee in writing of the status of their request not later than November 15.
  - 1.8 Vacation requests made after October 15 will be granted on a first come, first served basis once prior vacation requests have been considered. Requests for week(s) of vacation must be made at least three (3) weeks in advance and requests for a day(s) (maximum of two (2) days at any one time) of vacation must be made at least one (1) week in advance. Vacation approvals will be made at the supervisor's discretion. All remaining vacation time shall be requested, using the approved form, to the Regional Operations Supervisor by the end of the respective calendar year.
- 2 The following procedures are applicable to Operations Maintenance Persons and Project Team Custodians.
- 2.1 Vacation requests for the following calendar year, submitted prior to October 15, shall be held and approved on the basis of seniority. Response to vacation requests shall be provided by the supervisor, by email, as soon as possible but no later than two (2) weeks from October 15.
  - 2.2 Vacation requests submitted after October 15, will be granted on a first come, first served basis, once prior vacation requests have been considered.
  - 2.3 All requests for vacation submitted after October 15, must be submitted at least two (2) weeks in advance by email to the respective supervisor. Response to vacation requests shall be provided by the supervisor, by email, as soon as possible but no later than two (2) weeks from the request being submitted.
  - 2.4 Approval of vacation requests will take into consideration the necessity to ensure that operational needs are met.
3. The following procedures are applicable to Maintenance Staff.
- 3.1 Vacation requests for the following calendar year, submitted prior to October 15, shall be held and approved on the basis of seniority. Response to vacation requests shall be provided by the supervisor, by email, as soon as possible but no later than two (2) weeks from October 15.
  - 3.2 Vacation requests submitted after October 15, will be granted on a first come, first served basis, once prior vacation requests have been considered.
  - 3.3 All requests for vacation submitted after October 15, must be submitted at least two (2) weeks in advance by email to the Maintenance Supervisor. Responses to vacation requests shall be provided by the supervisor by email as soon as possible but no later than two (2) weeks from the request being submitted.
  - 3.4 An employee will not be granted vacation for a period which has already been granted to another employee in the same classification in the same area.

- 3.5 Approval of vacation requests will take into consideration the necessity to ensure that operational needs are met.
4. After consultation through the Labour/Management Committee, the parties may agree to amend this Letter of Understanding.
5. This Letter of Understanding does not commit the board to the continuance of the summer shutdown period.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

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CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 1310

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LETTER OF UNDERSTANDING #4

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

Employee Demotion

The Parties agree that, notwithstanding Article 15.01, when an employee is demoted because the employee is incapable of satisfactorily performing all the tasks in the classification or for culpable or willful behaviour, the employee will not be considered for a promotion for a period of one year. At the time of the demotion the board may, at its discretion, reduce the one year period and so notify the employee. This will not be done in an arbitrary or discriminatory manner.

If the employee is absent from work during that period for an extended absence of more than one continuous month, then the demotion period would be extended by a corresponding amount of time.

Following the demotion period the employee will be considered for a promotion in accordance with Article 15.05.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES – LOCAL 1310

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## LETTER OF UNDERSTANDING #5

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

Benefits

The Parties agree that, notwithstanding Article 22 of the collective agreement:

Article 22.01 is of no force or effect, and will be amended in the next round of negotiations to reflect the following fixed board contributions to benefit rates:

For the purpose of Article 22.03, this section will be considered as Article 22.01.

1. The board will subsidize the premium costs of the Long Term Disability (LTD) benefit plans directed by the Union as specified in the article. This subsidy will commence following the completion of the employee's probationary period.

(a) Long Term Disability Plan

Employees shall participate in a Long Term Disability Insurance Plan as directed by the Union. The board will contribute for all employees per \$100 of benefit, the following:

September 1, 2019	\$2.873 (this assumes a 1% increase)
September 1, 2020	1%
September 1, 2021	1%

2. (a) Should there be an increase, effective for the benefit year during the term of this Agreement, in the premiums for the insured LTD benefits detailed in Article 22, the Employer shall increase their individual plan subsidies specified in that article by a corresponding percentage not to exceed 10% in each year, providing such premium increases are warranted.
- (b) Such premium increases for the purpose of this Article only, will:
  - (i) not exceed the insurance carrier's recommended increases; and

- (ii) will be reduced by any surplus generated in the previous year.
- (c) CUPE agrees to provide the Employer with sufficient financial data necessary to verify the legitimacy of such increases, including a copy of the annual benefits renewal as provided by the insurance carrier.
- (d) Should the parties not agree on the need for, or the amount of, the premium increases, the matter may be referred to arbitration under Article 10.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

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CANADIAN UNION OF PUBLIC  
EMPLOYEES – LOCAL 1310

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LETTER OF UNDERSTANDING #6

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

Volunteers / Workfare

The Employer agrees that it will not use volunteers or 'workfare' persons to do custodial or maintenance work while there are CUPE members on lay off, without the approval of the Union.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 1310

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LETTER OF UNDERSTANDING #7

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

Guidelines for Mandatory Leadership Development Course

The Parties have agreed to implement the following guidelines as described below for all newly appointed Group Leaders, Lead Hand Custodians and Chief Custodians.

- All Group Leaders, Lead Hand Custodians and Chief Custodians are required to successfully complete the leadership development course provided by the board;
- If the employee does not successfully complete the course the 1st time the employee will be immediately enrolled in the course a 2<sup>nd</sup> time;
- If the employee does not complete the course after a 2<sup>nd</sup> attempt, the employee will choose to be immediately enrolled in the course a 3<sup>rd</sup> time, at the employee's cost, including mileage and hours attended in the course, or the employee will choose a demotion;
- If the employee does not successfully complete the course on the 3<sup>rd</sup> attempt, the employee will be demoted.

This Letter of Agreement will remain in effect for the term of this Collective Agreement and may be renewed by mutual agreement.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

CANADIAN UNION OF PUBLIC  
EMPLOYEES – LOCAL 1310

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## LETTER OF UNDERSTANDING #8

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

Definition of OMERS

Contributory Earnings per the OMERS Administration Manual - September 2007

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

Contributory earnings must include all regular earnings, as follow:

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

- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance [that is, expenses that are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended.

SIMCOE COUNTY DISTRICT  
SCHOOL BOARD

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CANADIAN UNION OF PUBLIC  
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