

COLLECTIVE AGREEMENT

between

**The Lambton Kent District School Board
(hereinafter called the “Employer”)**



and



**The Canadian Union of Public Employees, Local 1238
(hereinafter called the “Union”)**

September 1, 2019

to

August 31, 2022

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PART A:

**CENTRAL
AGREEMENT**

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in

accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.

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

- i. within 90 (ninety) days of the expiry date of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

- b) Notice to bargain centrally constitutes notice to bargain locally.
- c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a) Dispute Resolution

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

- b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

- a) The central parties shall each have the following rights:

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

- b) The Crown shall have the following rights:

- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
- ii. To participate in any matter referred to arbitration.
- iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

- a) Notice of the dispute shall include the following:

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

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

C5.00

BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.

b) Funding amounts:

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

Funding will be made retroactive to September 1, 2019.

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

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

C5.3 Cost Sharing

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

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

Where an employee returns on a graduated return to work from a WSIB/LTD claim, and is working less than his/her regular hours, WSIB and

LTD will be used to top up the employee's wages, as approved and if applicable.

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

Employees accessing short-term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year

worked for the purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

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

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

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

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

I) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall

meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights,

Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ VVVV</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ VVVV</p> <p>Signature _____ Date _____</p> <p>Employee ID: _____</p>	<p>Dear Health Care Professional,</p> <p>please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p> <p>_____</p>
<p>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 <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): _____ No

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

Yes No

Please check one:

Patient is capable of returning to work with no restrictions.

Patient is capable of returning to work with restrictions. **(Complete Part 2)**

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:

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

RE: Job Security: Protected Complement

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Protection Fund

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

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

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

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

APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

RE: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

RE: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

Topics the training program will address are the following:

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

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

training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

RE: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter “CUPE”)

AND

The Council of Trustees’ Associations

(Hereinafter the “CTA/CAE”)

RE: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

- A short description of the grievance.

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

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

more than three Trustees expire in any twelve-month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

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

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been

aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

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

4.2.0 On-Going Funding

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

CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

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

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

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide "trustee liability insurance" for all Trustees.

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

- 10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the union to all new members within 15 to 30 days from their acceptance of employment.
- 10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

Historical Appendix of Central Terms – For Reference Only

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

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

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

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

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the

termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

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

4.2.0 On-Going Funding

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.
- 4.2.4 In addition to the contributions provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay and as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- 4.2.7 For purposes of 4.2.6 above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- 4.2.8 Amounts previously paid under 4.2.3 and 4.2.4 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

- g. Establishing member contribution or premium requirements, and member deductibles if any;
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 - i. The design and amendment of the Funding policy;
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- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - 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
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- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
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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.

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

9.0.0 PAYMENTS

- 9.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the

funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Understanding.

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

PART B:

**LOCAL
AGREEMENT**

THIS AGREEMENT dated the 1st day of September 2019

B E T W E E N

**THE LAMBTON KENT DISTRICT SCHOOL BOARD,
(hereinafter called “the Employer”)
as Party of the First Part,**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1238,
(hereinafter called “the Union”)
as Party of the Second Part.**

ARTICLE L1 - PURPOSE

L1.01 The general purpose of this Agreement is:

- (a) to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to encourage efficiency in operation;
- (c) to provide a means for the prompt disposition of grievances for all members;
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE L2 - RECOGNITION

L2.01 All the employees of the Lambton Kent District School Board, save and except Supervisors, persons above the rank of Supervisor, Executive Assistant, Administrative Assistant, Human Resources Secretaries, Bus Drivers, Native Education Workers, School Nurses, Crossing Guards, Security Guards and Teachers as defined in the Education Act ROS 1990, c E2 – Part X.1 Teacher Collective Bargaining.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE L3 - MANAGEMENT RIGHTS

L3.01 The Union recognizes the right of the Employer to hire, retire, direct, classify, transfer, promote, demote, lay-off and the right to discipline, suspend or discharge, for just cause any employee who has completed the probationary period and any probationary employee for any reason satisfactory to the Employer subject to the provisions in this Agreement, expressly governing the exercise of these rights and subject to the right of the employee concerned to

lodge a grievance in a manner and to the extent herein provided. The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

- L3.02 (a) The Union recognizes the right of the Employer to manage its school system in accordance with its obligations and to make, enforce, and amend, from time to time, rules and regulations to be observed by employees, which rules and regulations shall be made available to employees and a copy emailed to the President of the Union.
- (b) Publication of these rules and regulations does not mean or imply any limitation on the Employer from time to time, to add to, delete from, or amend any or all of the rules and regulations so published or presently existing.
- (c) The employer may discipline, suspend and discharge a probationary employee provided the decision to discharge is not arbitrary, discriminatory or in bad faith or in conflict with any of the provisions of this agreement.

ARTICLE L4 - DEFINITIONS

- L4.01 The purpose of this Article is to set out the definitions of certain terms used within this Agreement.
- L4.02 (a) "Permanent Employees" are those ten and twelve-month employees who are classified full-time or part-time and have successfully passed their probation period.
- (b) "Seniority Date" is defined as the first day on the job.
Note: For the purpose of establishing the initial CUPE 1238 Seniority List in 1998, the seniority date for predecessor Lambton employees is the date of hire.
- (c) "A Day" is defined as an employee's regular scheduled working day.
- (d) The parties are committed to maintaining and managing the health and well-being of the employees. The Board agrees to make every best effort to provide fair and equitable workloads.
- L4.03 (a) "Occasional Employees" are those employees who are not required by the employer as permanent employees but are employed to replace permanent employees who are absent due to approved leave of absence per the Collective Agreement. Students, volunteers or government project employees will not be employed to perform duties normally performed or perceived to be performed by members of the bargaining unit. Students shall not be employed while permanent employees are on layoff.
- (b) (i) The rate paid to an occasional employee who is filling in for a full-time or part-time employee shall not be less than eighty (80) percent of the starting rate of pay for the job they are doing the first 19 consecutive

days of work. On the 20th consecutive day, they will be paid at the starting rate for that position, as listed in Schedule A & B of this agreement.

- (ii) Other temporary employees hired to supplement the present workforce for a limited period of time (less than 30 consecutive days) shall be paid not less than eighty (80) percent of level 1 of schedule "A" & "B". On the 20th consecutive day, they will be paid at the start rate for the Level 1. These temporary employees will be enlisted from the seniority list of the occasional employees.
- (c) In the event that an occasional employee is later hired on a permanent basis, due consideration to previous relevant experience with the Employer will be given. Such experience shall be evaluated by the Manager of Human Resources or designate, and may result in a reduction in probationary period of up to twenty (20) working days. However, if said employee has at least six (6) months of occasional experience with the Board that is relevant to the position, the probationary period may be waived. Seniority shall be acquired as provided in Article L10.
- (d) In the event that a former employee of the employer is re-hired on a temporary basis to replace a permanent or probationary employee who is ill or on leave of absence, they shall be paid Step 1 of the level being paid to the employee for whom they are substituting.

Former employees on long term assignments over one (1) year in the same position would be eligible for a wage increase after completing six (6) months in each step.

- (e) In the event that a former employee of the Employer is re-hired on a temporary basis for a special or additional project, they shall be paid the rate appropriate for the job.
 - (f) It is the intention of the parties to this Agreement that no employee who has acquired seniority under this Agreement and who is on a seniority list will be laid off work, or suffer any reduction in normal hours per week, or reduction in rate of pay, by reason of the Employer hiring temporary personnel under this Article.
 - (g) Co-operative Work Experience students shall work under the direction of a Board employee and shall not be used to fill in for a permanent or part-time employee.
- L4.04 (a) "Probationary" employees are those who are employed by the Board within the bargaining unit described in Article L2.01 who have not yet acquired seniority. Probationary employees shall be entitled to all rights and provisions of this Agreement.

- (b) "Probation Period" is forty-five (45) working days during which the Employer has an opportunity to assess the new employee. If the new employee successfully passes the probation period they become subject to all terms and conditions of this Agreement. The employer will provide the employee with a written assessment.
- (c) The Employer and the Union may mutually agree to shorten or extend the probation period of the probationary employee by a maximum of twenty (20) working days in extenuating circumstances.

L4.05 "Part-time" employees are those permanent employees whose work week is twenty-four (24) hours per week or less. The provisions of Article L4.04 also apply to part-time employees and upon the successful completion of the probationary period they shall be entitled to the same conditions applicable to full-time permanent employees, except where amended as follows:

- (a) Article L18: Pay for a public holiday for part time employees shall be calculated based on the total wages and vacation pay payable to the employee in the four (4) weeks before the work week in which the public holiday occurred divided by twenty (20) to conform with the Employment Standards Act. This pay will be applied to the holiday in addition to the employee's daily earnings in the week in which the holiday falls.
- (b) Article L19: The week or weeks referred to in this Article will be based on the average number of hours per week normally scheduled for the part-time employee concerned.
- (c) Article L20: Any day referred to in this Article is understood to be the number of hours normally scheduled for the employee concerned on the day involved.
- (d) Article L21: A day, as referred to in this Article is understood to be based on the average number of hours normally scheduled for work per day for the part-time employee concerned.
- (e) Article L22: Sick leave allocation as referred to in this Article shall be based on a day being the average number of hours scheduled for work per day by the part-time permanent employee concerned.

ARTICLE L5 - DISCRIMINATION

L5.01 The Employer and the Union and their agents agree that there shall be no discrimination, interference, restraint, or coercion by reason of membership or non-membership in the Union.

- L5.02 The Union, and/or its members, shall not, during the hours of employment or on the Employer's premises, conduct or attempt to conduct, Union activities except as hereinafter expressly provided.
- L5.03 Employees have a right to an environment that is free from discrimination, harassment and sexual harassment. It is the responsibility of all employees to promote a positive, respectful working and learning environment that is free of all forms of objectionable behaviour. Workplace disputes will be dealt with in an expeditious manner in accordance with the appropriate Board policy and regulation. Situations that arise will be dealt with in accordance with the appropriate Board policy and/or the Ontario Human Rights Code. Further, at no time shall an employee be removed from the area of the harasser who has been found guilty, without discussion amongst the parties.
- L5.04 The Employer will provide an electronic copy of the pertinent policy with each Collective Agreement.

ARTICLE L6 - UNION SECURITY

- L6.01 All present members of the bargaining unit shall, as a condition of continuing employment, remain members in good standing of the Union according to the constitution and by-laws of the Union.
- L6.02 All future employees covered by this Collective Agreement shall, as a condition of employment, become and remain members in good standing of the Union.
- L6.03 The Employer agrees to inform all new employees of this Collective Agreement and provide them with an electronic copy. The Employer will inform them where the Agreement is posted on the Board website, at time of hire. The employees may print a copy of this document on Board equipment.

The President of the Union shall be given the opportunity to welcome each new employee within regular working hours, within 31 working days for a 15 minute period, for the purpose of acquainting the new employee with benefits, duties and responsibilities of Union membership.

- (a) The Employer will provide to the Union Secretary or designate an electronic spreadsheet list of all the Employees in the bargaining unit, by the 15th day of April and the 15th day of October of each year. The list will include each person's name, job classification, work site, address and telephone number.
- (b) Where the Employer conducts staff orientation sessions, the Union will be provided 30 minutes during such session to make a presentation about membership in the Union. The Employer will leave the room during the Union presentation.

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

- (c) The Union shall be allowed to access work sites to meet with employees covered by this Collective Agreement during scheduled meal and break periods.
 - (d) The Employer will permit the use of its premises for the purpose of Union meetings.
- L6.04 The Employer shall notify the Union in writing of each hiring, termination, promotion, demotion, leave of absence longer than four (4) weeks, transfer, suspension, letters of reprimand, discharge, letters of discipline, lay-off, recall from lay-off, new classification, obsolete or dormant positions, alteration of probation period, re-classification at the same time as the employee is so notified, provided that unintentional failure to notify the Union shall not nullify the action of the Employer or the Union's right to grieve, within the time limits, upon becoming aware of the action.
- L6.05 The Board may second a member of CUPE Local 1238, who will remain in the Union with all the rights and privileges, including no loss of pay, for any operational or training need.
- L6.06 Employee work appraisal forms, when completed by the immediate supervisor, shall be discussed with the Employee who shall in turn sign to the fact that the Employee has received a copy of such completed form. Employees wishing to comment on the contents of the appraisal shall do so on the appraisal form. Employee work appraisal shall not be considered discipline.
- L6.07 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given in writing with a copy to the Union and all such notices shall be withdrawn from the employee's file after a period of 18 months from the date of issue, provided there has been no further disciplinary action during such period.
- L6.08 The Board agrees to provide access to a shared bulletin board at each work site, upon which the Union shall have the right to post notices relating to matters of interest to members of the Union.

ARTICLE L7 - CHECK-OFF OF UNION DUES

- L7.01 The Employer will deduct from the pay of each employee, who is covered by this Agreement, to whom any money is due in that pay period and who has attained seniority, their regular Union Dues and Special Union Assessments applicable to all members and authorized under the Union's constitution.

The Union will notify the Employer in writing of the amount of such dues, from time to time, and in the case of special assessments at least sixty (60) working days notification must be given.

- L7.02 All monies so deducted shall be remitted to the Treasurer or designate of the Union not later than the 15th day of the month following the month in which such

deductions are made. Such remittance shall be accompanied with a workable electronic spreadsheet with the list of the names, hours worked, group, ID, location, and wages, of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee. New members and terminated members shall be so indicated on the list. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of monies by the Employer pursuant to this Article.

- L7.03 The Employer will supply to the President of the Union a list of the names of all employees covered by this Agreement who were hired or whose employment was terminated during the previous month.

ARTICLE L8 - UNION REPRESENTATION

- L8.01 The Employer will recognize the following committees for the respective purposes shown:

- (a) "Negotiating Committee" shall consist of not more than ten (10) employees including the President, General Vice President for the purpose of negotiating amendments to this Agreement.
- (b) "Grievance Committee" shall consist of not more than four (4) employees for the purpose of processing grievances on behalf of the employees and the Union. Members of this committee will include the President, the Chief Steward and the specific Steward concerned with the grievance being processed.
- (c) "Labour Management Relations Committees (five - Custodial/Maintenance/ Trades, Early Childhood Educators, Clerical/Information Technology/Library Supervisors, Elementary Secretaries, Educational Assistants/ Paraprofessionals)" each consist of not more than four (4) employees, one of which is the President of the Local Union. These committees shall meet twice each school year, once in November and April, with dates to be mutually agreed upon, for the purpose of discussing matters pertaining to or arising out of this Agreement and other matters of mutual interest.
- (d) "Joint Health & Safety Committee" shall be consistent with the negotiated Terms of Reference for this committee. See Appendix F.

- L8.02 (a) The union shall have the right at any time to have the assistance or representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- (b) The employee shall have the right to have Union representation at any time while being formally disciplined or reprimanded.
- (c) "Joint Job Evaluation Committee" shall consist of no more than four (4)

employees. This committee shall function in accordance with Appendix C.

- L8.03 The Union shall notify the Employer in writing of the names of its Officers and all members of these recognized committees and the Employer shall not be required to recognize any employees unless so notified.
- L8.04 Meetings between the Employer and any of the above Officers and Committee members shall be held at mutually agreed times. Where possible, statements outlining the matters for discussion should be exchanged in advance of the meetings.
- L8.05 The Employer will pay each employee, who is on any of the recognized committees, at their regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer provided the meeting has been called or sanctioned by the Board or one of its officials.

Occasional employees that are off work and attending such sanctioned meeting shall be paid the hours spent at the meeting provided attendance has been pre-approved by the employer.

- L8.06 No employee, including stewards, shall leave their work on Union business without prior consent of the immediate Supervisor, and consent shall not be unreasonably withheld.
All regularly scheduled time reasonably spent by stewards in processing a grievance shall be paid at the steward's regular rate of pay.
- L8.07 Official correspondence between the Union and Employer shall pass between the Union President and the Manager of Human Resources or designate.
- L8.08 The Employer shall grant a maximum of sixty (60) days total per year, without pay, for the Executive Officers and/or selected members of CUPE Local 1238, in order to work on union related matters. The Union agrees to make the request of the Employer one (1) week in advance of such time being taken off and agrees to reimburse the Employer for the wages of this release time. Allotted time and members will be at the mutual agreement of the CUPE Local 1238 President and the Manager of Human Resources or designate.
- L8.09 Full-time release for the President – one half (1/2) paid by CUPE and one half (1/2) paid by the employer. Forty (40) hours/week, fifty-two (52) weeks/year at the top rate of pay for Level 4 or their level, whichever is greater. CUPE's reimbursement of the pay is no higher than Level 4.

ARTICLE L9 - STRIKES AND LOCKOUTS

- L9.01 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any curtailment of work or in any strike or stoppages of work, or picket any of the Employer's premises during the period of this contract.

L9.02 Likewise, the Employer will not cause or sanction a lockout of CUPE Local 1238 members during the period of this contract.

L9.03 In the event that any employee group of the Board other than those covered by this Agreement, or members of another Union who are working on the Board's premises, engage in a strike and picket any of the Board's premises, the Board will endeavour to reassign affected employees to alternate work locations, if work is available, for the duration of the strike or lockout.

ARTICLE L10 - SENIORITY

L10.01 Unless otherwise stated, as in Article L4.02 (b), seniority as used in this Collective Agreement shall mean length of service from the employee's first day on the job.

L10.02 Seniority shall accrue from the first day on the job following being hired or rehired by the Employer or a Board over which this Employer now has jurisdiction.

L10.03 An employee ceases to be an employee with the Board for any of the following reasons:

- (a) they resign;
- (b) they are discharged and not reinstated through the grievance or arbitration procedure;
- (c) they fail to return from leave of absence, vacation or suspension unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control.
- (d) they are absent from work without permission for more than two (2) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
- (e) they fail to report to work after a lay-off within seven (7) calendar days after receiving delivery of notice of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the control of the employee. An employee is responsible for advising the Employer in writing of their address from time to time while they are on lay-off;
- (f) they are laid off for a period longer than forty (40) consecutive months, with the exception that Educational Assistants shall retain their right of recall for sixty (60) months;
- (g) they retire or are retired;
- (h) they have been on indefinite leave of absence in accordance with Article L20.04 for a period of two (2) years.

L10.04 (a) All new employees will be hired on a probationary basis for a period of forty-five (45) working days, subject to Articles L4.03 (c) and/or L4.04 (c).

(b) (i) Permanent Seniority List - A new employee shall be listed by name and seniority date, on the seniority list and shall henceforth be considered a permanent employee with all of the rights and obligations of this Agreement.

(ii) New employees hired on the same day will have their Seniority ranked on the seniority list by means of a lottery. At least one union officer will be present for the process.

L10.05 The selection and promotion of employees to positions outside the bargaining unit are not governed by this Agreement. In the event an employee is or has been promoted to any such position and is, within two (2) years, returned to a position within the bargaining unit, they shall be credited with the seniority attained at the time of their promotion but shall not accumulate further seniority during the period outside the bargaining unit and upon their return they shall be placed in a position consistent with their qualifications and seniority. The provisions of Article L11.09 will also apply to this Article.

L10.06 (a) The Employer agrees to provide, to the Union, in duplicate, plus one copy to each location, an accurate Seniority List by the 15th day of April and the 15th day of October of each year to include, employee name, job classification and seniority date and regularly scheduled hours of work per week.

(b) Occasional Seniority List:

One seniority list for occasional employees will be provided to the Union by April 15th and October 15th each year. Seniority will be accrued based on date of hire. An employee will be removed from the list in the event they do not work for twelve (12) consecutive months or do not respond to the annual application for re-admittance to the list. The purpose of this list is to provide an accurate list of all employees available for supply purposes in all occupational groups.

L10.07 Lay-Off

(a) Seniority shall be the determining factor in cases of lay-off subject to Articles L10.09 through L10.18.

(b) A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement or the elimination of an encumbered position.

(c) No full time employee under the Bargaining Unit shall be laid off by reason of their duties being assigned to one or more part time employees.

L10.08 Notice of lay-off shall be in writing forty (40) working days before the lay-off is to take place and signed by a duly authorized representative of the Employer.

L10.09 This lay-off process is qualified with the provision that individuals have the necessary skill, ability, and qualifications for the job in question. A full time employee (more than 24 hours per week) can bump a part-time employee (24 hours or less) in each of the following steps provided they have no option to bump another full-time employee in that same step. Part time employees are not eligible to bump full time jobs. The laid off employee(s) shall be provided with a list of all options in which the employee may bump.

(a) The employee may choose to accept the lay off or have the following options:
Pre Step.

Employees with fifteen (15) years or more of bargaining unit seniority have the option to displace any employee in their zone, with less than fifteen (15) years bargaining unit seniority, provided they have the same or lower pay level and the same or more annual hours and they are qualified to do the job. If an employee has decided to waive the pre-step option above and move to Step 1 bumping below, the pre-step option is no longer available.

Step 1 - Same Title/Same Level

Displace the least senior employee in their same job title within a zone of the employee's choice who has the same or more annual hours unless the employee chooses to bump the least senior employee with less annual hours. (5 zones as per Appendix A)

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km from their home and they choose not to do so then:

Step 2 - Same Occupational Group/Same Level

Displace the least senior employee in their same occupational group in the same level within a zone of the employee's choice, who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km from their home and they choose not to do so then:

Step 3 - Same Occupational Group/Lower Level

Displace the least senior employee in their same occupational group within a zone of the employee's choice, at a lower level in a sequential manner (i.e. 5, 4, 3, etc) who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.

If this condition does not exist or if the employee's only option(s) would require the employee to travel more than 60 km from their home and they choose not to do so then:

Step 4 - Any Occupational Group/ Lower Level

Displace the least senior employee in any occupational group within a zone of the employee's choice, at a lower level in a sequential manner (i.e. 5, 4, 3 etc.) who has the same or more number of annual hours unless the employee chooses to bump the least senior employee with less annual hours.

(b) OCCUPATIONAL JOB GROUP

Custodial
Maintenance/Trades
Secretarial/Clerical
Educational Assistant
Tutor Escort
Early Childhood Educator
Psychoeducational Clinician/Speech and Language Pathologist
Information Technology
Library Supervisor
Attendance Officer
Elementary Supervision Support

L10.10 (a) Employees who change jobs as a result of the layoff and resultant displacement procedure, shall be paid at the prevailing rate for the job they are doing, however, no employee who changes jobs shall suffer a reduction of hourly wages due to such procedure for a period of twelve working months. An employee refusing a suitable assignment, that is same hours, same wage and within 60 km of the employee's home, surrenders hourly wage protection and is paid at the prevailing rate.

(b) The employee shall retain recall rights to their own job title, at their own location for a period of twelve (12) working months. An employee refusing recall to their own job surrenders rights to their own job.

L10.11 Notwithstanding any other provisions of this Collective Agreement:

(a) Employees who are Officers of the Union being President, Vice-President, Secretary and Treasurer, Chief Stewards under Article L8.03, shall be the last to be laid off in the Union.

(b) Employees who are Committee members of the Union under Article L8.01 (d) shall be "next-to-last" laid off in the Union.

L10.12 A grievance concerning a lay-off by reason of reduction in the work force may be taken up at Step 2 of the Grievance Procedure (refer to Article L12.03).

L10.13 Recall from Lay-Off

Persons on layoff will be eligible to apply for positions. Provisions under "Selection for Vacancy" would apply; should there be no applicants for the posted position, the following process for recall would be used.

Seniority shall be the determining factor in cases of recall from lay-off so that the last person to be laid off will be the first person recalled, provided that the

employee affected has the necessary skill, ability, and has the qualifications to do the work available.

- L10.14 Notice of recall shall be by registered mail directed to the last address of the employee of which the Employer has record. Employees are responsible for notifying the Employer in writing regarding changes in mailing address.
- L10.15 An employee who fails to report for work within seven (7) working days after receiving delivery of notice of recall by registered letter shall cease to be an employee, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond control of the employee.
- L10.16 In case the Employer contacts a person who is on lay-off and requests them to come to work on a temporary basis and the person declines or does not report for work, the Employer shall then contact the next laid-off person, offering the temporary assignment, until all laid-off persons have had the opportunity for temporary assignments provided that each has the necessary skill, ability and qualifications, to do the work available. Such person by reason of declining this temporary assignment shall not lose their seniority rights under Article L10.03(e). The Employer may then hire outside the Union to do such temporary work.
- L10.17 Employees who change jobs as a result of the recall procedure shall be classified at the prevailing rate for the job they are doing, maintaining the same step on the wage grid they were entitled to prior to the layoff.
- L10.18 No person, including students or government project employees will be hired until employees on lay-off have been given an opportunity to work through recall procedure, provided each has the necessary skill, ability, and has the qualifications to do the work available. No overtime shall be worked on a regular basis for normally scheduled duties.
- L10.19 Ten (10) month employees are acknowledged to be employees for the definite term of each school year.
- L10.20 Mutually agreed lateral transfers will be considered under extenuating circumstances.
- L10.21 Educational Assistant Staffing Process
- (a) Purpose
The purpose of the Educational Assistant Staffing Process is to provide opportunities for professional growth through the availability of transfer while at the same time ensuring stability and consistency wherever possible for our special needs students. To that end, the following guiding principles have been established in order to develop an effective staffing process.
- (i) Keep students at the forefront
 - (ii) Fairness to all employees
 - (iii) Minimize disruption

- (b) Timetable – Approximately April through June
- (i) Email is sent to all EA staff advising them of the process and timetable of events
 - (ii) Special Education department develops allocations
 - (iii) If applicable, redundant staff are identified by seniority
 - (iv) Principals identify surplus EA staff (taking into consideration program needs):
 - i) due to reductions and/or
 - ii) those who filled positions mid-year
 - (v) Email is sent to all EA staff advising them of identified vacancies

Normally, the least senior at a location would be identified as surplus (unless very specific qualifications needed); however, Principal may deem an EA who is not least senior surplus with mutual agreement of all parties concerned. Identified EAs would be confirmed in writing.

- (c) Lateral Transfer Request Process
- (i) The EA lateral transfer request posting will be emailed to the system indicating the deadline, which will be prior to the end of the school year
 - (ii) EAs who are surplus should complete the online Lateral Transfer Request
 - (iii) Any other permanent EAs interested in a transfer should complete the online Lateral Transfer Request
 - (iv) EAs indicate on the online Lateral Transfer Request any location to which they would accept a transfer
 - EAs rank preferences in groups of three
 - (v) EAs indicate on the online Lateral Transfer Request if they are requesting a change to their FTE
 - (vi) Staffing Meeting will consist of the following:
 - System Coordinator of Special Education
 - Superintendent of Special Education
 - Human Resources Representatives
 - CUPE Representative
 - The union representative's role shall be to provide an opinion and to make the chair (or designate) at the meeting aware of potential issues/grievances that may result from a decision made.
 - Surplus and Transfer lists will be combined into one merged list by seniority; confirmation of all openings; placements made
 - (vii) Letters sent to EAs to confirm placement for September, noting that student movement could occur resulting in some change of placement which would be enacted in accordance with the terms of this process

- (d) Process for Filling Vacancies During School Year
- (i) Once assigned in September - EA placement would be effective for the entire school year (September-June); unless:
- Student movement creates a resulting need;
 - System demands create a resulting need;
 - and/or specific qualifications are needed in a specific location
- (ii) Process for New Vacancies During School Year September - June
- If there are any redundant EA staff, they are recalled in order of seniority (these vacancies would be listed, if they exist, in the Lateral Transfer Request process and these recalled EAs would be surplus to their location);
 - If there are no redundant EA staff, the vacancy is filled with a temporary EA for the remainder of the school year and the permanent position, if it exists, will be included in the Lateral Transfer Request process
- (iii) Process for New Vacancies Prior to the Start of the School Year
- If there are any redundant EA staff, they are recalled in order of seniority
 - If there are no redundant EA staff, the vacancy will be filled with an EA who had requested the location but who had not been assigned during the Lateral Transfer Request Process
 - If there are any permanent, part-time EAs who have requested an increase through the Lateral Transfer Request process, they will be assigned
 - If none of the above apply, a new permanent EA will be hired from the Spring posting open to occasional EAs who want a permanent position
- (e) Process for Staffing Changes Created as a Result of Student Movement During School Year
- Student movement during the school year has a potential of creating surplus and/or vacancies.
- (i) New placement to a school which requires an additional EA (which would be an addition to complement) would use the above process. It should be noted that the possibility of this condition is remote as funding issues are involved.
- (ii) Process for Placements as a Result of Students Moving "in or out", System Demands, and/or Specific Qualifications
- If student moves to a location where there is a need for EA support, if it is geographically reasonable, the EA assigned to the student would move with the student
- ** if it is not geographically reasonable, administration would have some latitude to make reasonable reassignments,

keeping in mind the guiding principles and priorities of both parties

- If student moves to a location where there is adequate support, the EA associated with this student would be declared surplus and if no other reasonable alternatives for placements, bumping could occur as per Article L10.09 of the current CUPE 1238 Collective Agreement
- Newly created openings will be part of the Lateral Transfer Request staffing process

L10.22 The Employer shall notify the union in writing prior to any lay-off notice to the members. The parties will discuss options or alternatives to prevent Members being laid off.

ARTICLE L11 - JOB VACANCIES

L11.01 All job vacancies shall be posted.

L11.02 When a vacancy occurs or a new position is created within the bargaining unit covered by this Collective Agreement, the Employer shall, within ten (10) working days, prepare a Notice of Vacancy and forward a copy to the Union President, all Board locations and by Board email to members.

L11.03 A vacancy is deemed to be a permanent vacancy when:

(a) it is indefinite or long lasting in nature; this would normally be 24 months or more, but exceptions would include:

- i) sick leave in accordance with L20.04
- ii) any approved leave or combination of leaves
- iii) mutual agreement between the Employer and Union

(b) it is caused by such events as resignation, transfer, retirement, promotion, or discharge and has not been filled by a transfer within the same job title

(c) it is one which the Employer proposes to fill on a permanent basis

L11.04 The Notice of Vacancy shall be circulated via the Board email, posted on the Board web site and remain active for a period of seven (7) working days from the date of mailing.

- L11.05 The Notice of Vacancy will contain:
- (a) the location, department, or family of schools;
 - (b) the initial hours of work and availability to start;
 - (c) the job classification;
 - (i) job title
 - (ii) 10/12 month
 - (iii) full, part-time or temporary vacancy;
 - (d) the level of pay;
 - (e) the minimum academic or non-academic qualifications required;
 - (f) expiry date of the vacancy (time frame);
 - (g) the name and address of the official to whom applications are to be directed.
 - (h) If a location has been designated as a twinned school, possible closure, change of location, this shall be noted on the posting if known at the time of posting;
 - (i) A detailed description will be made available upon request before the closing of the vacancy.

- L11.06 (a) Notice by mail shall be sufficiently given by the Employer when such notice of vacancy has been distributed as set out in Article L11.02 above.
- (b) Notice of projected vacancies, if known, which are to occur during the months of July and August shall be sent by June 15th.

- L11.07 (a) An employee who wishes to be considered for a vacancy shall apply on an Application Form prescribed by the Employer and shall deliver it to the Human Resources Department as directed before the expiry date of the posting.
- (b) Notwithstanding the foregoing posting procedure, the following procedure shall apply during the months of July and August:
- (i) notice of vacancy will be posted as per L11.04
 - (ii) an employee who wishes to be considered shall be entitled to apply as per L11.07.
 - (iii) on or before the expiry date.

Selection for Vacancy

L11.08 The Parties recognize that job opportunities increase in proportion to seniority and also that, skill, ability, qualifications, experience, and past performance are important parts of the promotion system.

- L11.09 (a) The successful applicant will be selected in accordance with Bargaining Unit Seniority provided that the applicant has the necessary skill, ability, qualifications, experience, and past performance to fill the vacancy. Should there be no successful applicants from the Permanent Employee

seniority list (Article L10.06 (a)), the employer will consider applicants from the Occasional seniority list (Article L10.06 (b)).

- (b) Interviews of qualified applicants will be conducted by a representative of the Employer within fifteen (15) working days of the close of the posting and thereby giving applicants an opportunity to discuss their experience, skill, ability, qualifications and past performance to fill the vacancy.
 - (i) An application for lateral move (same Job title) will be submitted, the vacancy will be filled by the senior permanent applicant of the same job title. A lateral transfer is defined as the same job title.
 - (ii) If the position is a different job classification, the top five senior qualified applicants will be interviewed. The applicant will be deemed qualified based on the information provided in the application.
 - (iii) The above process will recognize that permanent employees will be given first opportunity to fill any of these vacancies.
- (c) The successful applicant will be notified within five (5) working days, regarding the effective date of starting the new job. Unsuccessful applicants shall be notified at the same time.

L11.10 The successful applicant will be placed in the vacancy, at the new rate of pay, for a trial period not exceeding forty (40) days worked. If the applicant proves to be satisfactory, they will then be confirmed in the new position. It is understood that the trial period for school office staff must include forty (40) regularly scheduled school days. In extenuating circumstances, the trial period may be extended, by mutual agreement, to a maximum of fifteen (15) working days.

If the applicant proves unsatisfactory or is unable to perform their new duties during the trial period, they will be returned to the former position at the old rate of pay, as will any other employee who was promoted or transferred by reason of such placing.

L11.11 If an applicant is returned to the former position under clause L11.10, the Employer shall give consideration to those employees who initially applied for the vacancy with the unsuccessful applicant.

L11.12 If there is no applicant or no successful applicant, the Employer may then go outside the Bargaining Unit to fill the vacancy.

L11.13 (a) Employees who have successfully bid and successfully completed their trial period under this Article shall be entitled to bid for any other posted vacancy.

(b) Probationary employee shall be entitled to bid for any other posted vacancy after they have completed the forty-five (45) working day probation period provided the posted vacancy is an increase in hours or wages.

L11.14 (a) For temporary absences of less than four (4) months due to illness, accident or leave of absence, the employer agrees, whenever possible, to give qualified employees an opportunity to work the temporary vacancy.

(b) For temporary absences of four months or more see Appendix G.

ARTICLE L12 - GRIEVANCE PROCEDURE (See also C4.00 of Part A)

L12.01 (a) This Article sets out the procedure to be followed by all employees in settling disputes with the Employer.

(b) It is the mutual desire of the Employer and the Union to settle all disputes as quickly as possible.

(c) A grievance shall be in writing and shall be defined as any dispute between the parties relating to the interpretation, application or administration of this Agreement.

(d) When a grievance is filed, it must set out the nature and circumstances of the complaint, the clause(s) of the Agreement alleged to have been violated and the remedy sought. All grievances must be duly signed by an official representative of CUPE Local 1238.

L12.02 (a) A complaint by any employee shall be taken up with the Employer at Step 1 within six (6) working days after the employee became aware of the incident or circumstances giving rise to the complaint.

(b) A policy or group grievance shall be taken up with the Employer at Step 2 within ten (10) working days after the date of the incident or circumstances giving rise to the grievance.

(c) In the event an employee is discharged or suspended on a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2.

L12.03 The following procedures must be followed:

Step 1: The employee and their steward shall take the matter up with the immediate Supervisor as a complaint, at a meeting, who shall have five (5) working days to give a verbal reply.

Step 2: The employee and the Grievance Committee may within five (5) working days of the Step 1 reply, file a written grievance with the Manager of Human Resources or designate who shall, within ten (10) working days, hold a meeting of the parties involved and shall have five (5) working days after the meeting date for written reply.

Step 3: The Union may, within fifteen (15) working days of the Step 2 reply, refer the grievance to Arbitration under Article 14.

L12.04 A grievance by the Employer shall be in writing and is initiated by delivering the grievance to the CUPE Local 1238 President. Any such grievance not settled within fifteen (15) working days of the date of such delivery, may be referred by the Employer to Arbitration under Article L14.

L12.05 Any of the time limits in this Article may be extended by written mutual agreement of the parties.

ARTICLE L14 - ARBITRATION (See also C4.00 of Part A)

L14.01 (a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, either of the parties may, after duly exhausting the Grievance Procedure established by the Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

(b) The parties shall agree to an Arbitrator to hear the matter and if the parties fail to agree within thirty (30) working days the appointment shall be made by the Ministry of Labour for Ontario upon request of either party.

(c) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

(d) The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to, or detract from, any provision of this Agreement.

(e) Each of the parties to this Agreement will share equally the fees and disbursements of the Arbitrator.

(f) Notwithstanding the above, either party may request that the matter be heard by an Arbitration Board.

ARTICLE L15 - HOURS OF WORK AND OVERTIME

L15.01 The Board shall supply the most current staffing formula to the Union President within five days of the Boards determination of the staffing formula.

L15.02 (a) Seven (7) hours per day, thirty-five (35) hours per week
The regular work week shall be a maximum of seven (7) hours per day, Monday through Friday, for a total of thirty-five (35) hours per week maximum for the following classifications:

- Applied Behaviour Analysis Specialists
- Central Office Staff
- Couriers

- Early Childhood Educators
- Educational Assistants
- Information Technology Staff (excluding Computer Technicians)
- Library Staff
- School Office Support Staff
- Student Support Officers
- Tutor Escorts

(b) Eight (8) hours per day, forty (40) hours per week

The regular work week shall be a maximum of eight (8) hours per day, Monday through Friday, for a total of forty (40) hours per week maximum for the following classifications:

- Attendance Officers
- Computer Technicians
- Custodians
- Trades/Maintenance
- Truck Drivers

(c) Six and one half (6.5) hours per day, thirty-two and one half (32.5) hours per week

The regular work week shall be a maximum of six and one half (6.5) hours per day, Monday through Friday, for a total of thirty-two and one half (32.5) hours per week maximum for the following classification:

- Communicative Disorders Assistants

(d) Psychoeducational Clinician & Speech and Language Pathologists

Hours of work are based on an "as required" basis. Salary is paid over a 12 month period, however, if it becomes necessary to pro-rate salary it will be done on the basis of instructional days plus statutory holidays.

- (e) Twelve-month employees shall have the option to work an additional fifteen (15) minutes per day throughout the year in order to accommodate a four day work week without a reduction in weekly earnings during July and August. Fridays off are limited to the number of days accumulated by the additional 15 minutes per day in that school year.

L15.03 Overtime pay shall be paid for hours pre-approved by the employee's immediate supervisor exceeding the regular daily or weekly hours of work as follows:

- (a) Where the additional hours are worked on Monday through Friday at one and one-half (1 1/2) times the basic hourly rate;
- (b) All hours worked on a Saturday at one and one-half (1 1/2) times the basic hourly rate;
- (c) All hours worked on Sunday and on paid Statutory holidays referred to in Article 18 at two (2) times the basic hourly rate;

L15.04 (a) The Employer shall have the right to schedule the hours of work for each employee. The employer from time to time may amend these schedules but they will not be changed without seven days notice to the employee affected.

(b) The Employer has the right to forego giving seven (7) days notice in an emergency situation, which is defined as a serious, unexpected and potentially dangerous situation needing immediate action.

L15.05 (a) An employee who is 'called out' will be paid for a minimum of four (4) hours at the appropriate overtime rate of pay. A 'call out' is an emergency situation wherein the employee concerned is contacted while not at work and required to go to work outside their normal schedule. The Board will endeavour to give first priority to the appropriate bargaining unit employee for the aforementioned 'call out'.

(b) An employee who is advised while at work that they are required to work outside their regular working hours shall be paid for a minimum of two (2) hours at the appropriate overtime rate of pay if:

- (i) There is more than one (1) hour break between the employee's regularly scheduled shift and the time they are required to recommence work; and
- (ii) The employee concerned is not given at least three (3) hours' notice in advance of the end of their shift.

(iii) An employee required to work overtime which is continuous with their normal shift, and is two (2) hours or more in duration, will be provided a meal allowance of up to \$6.00, upon presentation of said meal receipt.

L15.06 When overtime is required for custodial staff the following process will be used to fill the overtime need;

Step 1: By Seniority from the custodial staff at the work location.

Step 2: By seniority from a list of those custodians willing to work overtime in the supervisor's area. The supervisor will conduct a survey annually to compile the list. The member will be responsible to notify their supervisor when they wish to be added or removed from the overtime list.

L15.07 (a) A rest period of fifteen (15) minutes in each half of a shift, provided the half shift is at least three (3) hours long, shall be allowed at a time agreeable to the Employer.

(b) The lunch break (minimum of 30 consecutive minutes) for each bargaining unit employee, will be free from assigned duties except in emergency situations as defined in Article L15.04(b).

L15.08 In schools with a balanced day, the Employer may assign Educational Assistants and Early Childhood Educators a 20-minute rest period and 40 consecutive

minute lunch break rather than breaks as indicated in L15.07(a) and (b). However, the breaks and lunch for ECEs shall be scheduled during non-instructional periods of the day.

L15.09 If an employee(s) is required to take a mandatory workshop/in-service/training and is required to attend on a non-working day, the employee shall be paid at the applicable rate as defined in L15.02 and L15.03 with prior approval of their immediate supervisor.

L15.10 Working Conditions

Supervision of Students

The Parties agree that in no case shall general student supervision be assigned to a classification or position in this bargaining unit where supervision is not a duty of that classification.

The principal will consult with the Union Steward or designate when preparing or modifying the supervision schedules.

The parties agree that Educational Assistants who are assigned to work with a specific student(s) with special needs, shall not be assigned general supervision duties while supervising the specific student(s).

Educational assistants shall not be assigned more than 20 consecutive minutes per day of student supervision outside of the school building.

This does not diminish any employee's obligation to assist in emergency situations under the Safe Schools Act.

It is agreed that Educational Assistants who are assigned supervision will be scheduled on the school supervision schedule.

ARTICLE L16 - JOB CLASSIFICATIONS, WAGES AND ALLOWANCES

L16.01 Wages shall be paid on a bi-weekly basis in accordance with the hourly and salary rates provided in schedule "A" & "B" attached hereto. Each employee will receive a bi-weekly payment, by direct deposit.

The pay periods are as follows:

- Custodial and Maintenance – 1-week delay from the direct deposit date
- Temporary/Occasional – 2-week delay from the direct deposit date
- All others - current direct deposit date.

L16.02 (a) Placement of staff on Schedule "A" & "B" shall be in accordance with the Job Evaluation System.

(b) An employee who is authorized to temporarily replace a person in a higher paid position shall be paid the rate for the position filled. An employee who is temporarily replacing a person in a lower paid position shall be paid no less than their current rate of pay.

- L16.03 The starting wage for a new employee will be Step 1 of the job level at which they are hired; however, a new employee or an applicant being hired with previous related experience or School/Board experience will have related experience evaluated by the Employer, and may start at a higher step.
- L16.04 Following satisfactory completion of the probation period, a new employee is eligible for wage increases after completing six (6) months in each step.
- L16.05 An employee who is promoted or re-graded to a higher level either permanently or temporarily, shall be placed at the same step of the new level.
- L16.06 A permanent employee, who is temporarily assigned, in writing, by the Manager of Human Resources or designate, shall be returned to their former position and location without suffering any loss of seniority or benefits at the end of the assignment.

ARTICLE L17 - SEPARATE ALLOWANCES

L17.01 Responsibility Allowance - Building Check

(a) Custodians will be provided with two (2) hours of paid or lieu time of each building check. Time off will be at the choice of the employee with the approval of their supervisor.

The C1 Day Custodian shall be responsible for having the school checked at a frequency determined by the Employer.

(b) The C1 Custodian must ensure that the heating, cooling, plumbing, water and electrical systems are properly functioning and that there has been no vandalism about the building nor any damage by the elements.

(c) If while performing a building check, the employee concerned discovers sufficient vandalism or other damage to necessitate repair and/or cleanup without delay, they shall seek authorization in accordance with instructions given and then proceed as quickly as possible to complete the task. In this case, the employee will be paid for the extra time taken at the appropriate overtime rate of pay.

L17.02 Shift Premium Allowance

There shall be paid per hour, in addition to the basic rate, an allowance for work performed on the afternoon shift, and for work performed on the night shift. An employee will be paid the afternoon shift premium if their regular daily shift commences at 3:30 p.m. or later or if the majority of the hours of their daily shift are worked after 3:30 p.m. An employee will be paid the night shift premium if

their regular daily shift commences at 11:30 p.m. or later, or if the majority of the hours of their shift are worked after 11:30 p.m.

Shift premiums are as follows:

September 1, 2014	Afternoon - \$.39
	Midnights - \$.44

L17.03 Responsibility Allowance

An employee who is designated by the Employer with the responsibility for another employee shall receive a responsibility allowance as follows:

September 1, 2014 - \$.34	September 1, 2017- \$.35
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L17.04 Qualification Premium Allowance

A custodian holding updated 4th class engineering papers or one who is deemed to be qualified and who is assigned to work requiring such qualification shall be paid an allowance of thirty cents (\$.30) per hour.

L17.05 Tool Allowance

The Board will pay on or before November 15 each year a tool allowance to Maintenance Department employees. Tool allowances apply to the following, electricians, carpenters, plumbers, heating mechanics and auto mechanics.

L17.06 Clothing Allowance (Custodial/Maintenance)

(a) An annual clothing allowance shall be paid on the first full pay period in September, each year.

(b) Employees are expected to wear and to maintain all such clothing in neat and clean condition.

(c) In addition, the Employer will provide articles of approved clothing/footwear deemed necessary by the Employer for use by the employees whose work requires such consideration. Payment for personal items up to \$55 will be made based on pre-approval before purchase and presentation of a receipt to their supervisor.

(d) In addition, the Employer will provide eighty-five (85) dollars per year towards the purchase of safety boots for maintenance employees, and for those employees, deemed by the employer, whose work requires safety boots. This allowance shall be paid on the first pay period in September.

For other employees, payment, to a maximum of eighty-five (85) dollars, for these safety boots shall be made based on pre-approval before the purchase and presentation of a receipt to their supervisor.

L17.07 Travel Allowance

Employees using their own vehicles to travel authorized distances while engaged in the conduct of the Employer's business shall be paid at a rate per kilometer to be established by Board policy. The current Carpenters will be grandparented with an additional \$.06 per km to a maximum of \$80.00 per month.

L17.08 Continuing Education

Permanent Employees shall be eligible to receive financial assistance for continuing education courses, that are related to the employee's current position in the amount of seven-five per cent (75%) of the cost to the maximum of thirty-five hundred dollars (\$3500) per year.

- (a) The course to be taken is related to the individual's position.
- (b) The course outline has been reviewed and approved, in advance, by the individual's supervisor and the Manager of Human Resources or designate.
- (c) The individual provides a proper expense report, including valid receipts.
- (d) The individual provides evidence of successful completion.

L17.09 The Board shall pay for all job-related and required certified licenses and renewal of the same for all skilled trades employees.

ARTICLE L18 - PAID HOLIDAYS

L18.01 For permanent twelve-month employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week subject to the *Employment Standards Act*:

Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	December 24 to January 1 inclusive
Canada Day	

providing school classes are not in session and they are days of the week normally scheduled as working days.

L18.02 In order to qualify for holiday pay, an employee must work their full scheduled shift on each of the work days immediately preceding and immediately following the holiday concerned. However, an employee on approved leave of absence not exceeding seven working days, will receive pay for the holiday, if otherwise eligible

L18.03 (a) For permanent ten-month employees, the following specified days, or days observed in lieu thereof, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week subject to the Employment Standards Act:

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

Effective March 2007 five days during Winter Break

(b) The regular work schedule for ten-month employees provides off-work periods at Christmas and Summer and unless specified above, holidays which fall in such off-work periods are not recognized as paid holidays.

(d) Labour Day will be recognized as a paid holiday only if the employee is required to work immediately preceding the holiday.

L18.04 Other employees, including temporary, shall be granted pay for holidays under the conditions set out in the Employment Standards Act.

L18.05 When any of the above-noted holidays fall on an employee's scheduled day off, the Employer may designate another day off with pay at a time appropriate to the Employer's business.

ARTICLE L19 - VACATIONS

L19.01 (a) The term "service" as used in this Article, shall mean the number of years of employment from the first day on the job.

(b) For twelve-month employees with service of less than one (1) year on July 1st, shall be granted vacation entitlement of one (1) day for each full month of service to a maximum of ten (10) days.

(c) Twelve-month employees shall be granted the increased vacation on July 1 preceding their anniversary date in accordance of the following schedule.

one (1) year of service	2 weeks
three (3) years of service	3 weeks
nine (9) years of service	4 weeks
seventeen (17) years of service	5 weeks
twenty-four (24) years of service	6 weeks
thirty (30) years of service	7 weeks

Ten-month employees shall be granted the increased rate of Vacation Pay January 1st preceding their anniversary date in accordance of the following schedule.

one (1) year of service	4 percent
three (3) years of service	6 percent
nine (9) years of service	8 percent
seventeen (17) years of service	10 percent
twenty-four (24) years of service	12 percent
thirty (30) years of service	14 percent

(d) Years of service determined above shall be adjusted by time lost due to leave of absence that exceeds three (3) months, excluding Pregnancy/Parental Leave as per Employment Standards Act.

L19.02 Ten-month employees shall be paid their vacation entitlement on each pay cheque.

L19.03 (a) The Employer will post a vacation schedule by April 1 of each year and employees will be required to indicate their choice of vacation time by May 1 of each year and no change in the schedule will be accepted without written agreement between the Employer and employee concerned. An employee's vacation shall be taken as set out in L19.01 and shall not be deferred except by written mutual agreement. Vacation days will be scheduled as half days or full days only.

(b) Subject to the Employer's discretion and obligation to maintain a qualified work force at each location, employees with the greatest seniority will be given priority in choice of vacation dates at each location.

L19.04 If any of the holidays in Article L18 is observed during an employee's vacation they shall be granted one additional day's vacation with pay for each such holiday.

L19.05 A regular permanent full-time or part-time employee voluntarily resigning or retiring their position at any time in their holiday year before having their vacation shall be paid a vacation entitlement pro-rated in accordance with the schedule outlined in Article L19.01.

L19.06 On retirement, employees shall be entitled to the same vacation or vacation pay which would have been earned by the employment continuing to the end of the month.

L19.07 An employee who is hospitalized during their scheduled vacation period will have the time deducted as sick leave and have the equivalent time deducted as rescheduled vacation. Exceptions due to the employee's serious illness may be considered on individual circumstances at the discretion of the immediate Supervisor and Human Resources. The same concept will apply to Bereavement Leave occurring during the employee's vacation.

L19.08 The vacation year shall be from July 1st to June 30th. Up to five (5) vacation days may be carried forward to the following vacation year for twelve-month employees.

**ARTICLE L20 - LEAVES OF ABSENCE AND BEREAVEMENT LEAVE
(See also C12.00, Letter of Understanding #2 and #5 of Part A)**

L20.01 The Manager of Human Resources or designate may grant a Leave of Absence to an employee for personal reasons within this Article provided:

- (a) Request for leave must be submitted on the standard "Request for Leave" form available in each school office and in the Human Resources Department of the Board Complex;
- (b) The "Request for Leave" form must be properly completed, signed by the employee, by the Principal/Supervisor and forwarded to the Manager of Human Resources or designate to arrive at least ten (10) days prior to the date of leave;
- (c) In the event of an emergency, a telephone call to the Principal/Supervisor, followed by a completed application form, will be acceptable;
- (d) Such absence must not, in the opinion of the Employer, conflict with the efficient operation of the school system, such request will not be unreasonably denied.

L20.02 Leaves of absence, without loss of pay and without loss of seniority shall be granted to employees elected to represent the Union at conventions, seminars, and functions to a total of ninety (90) working days, within the Union, in any contract year, provided that no more than six (6) employees are absent on such leave at any one time. The Union agrees to reimburse the Employer for this release time.

L20.03 An employee who is elected or selected for a full-time position with the Union or any organization with which the Union is affiliated or who is a candidate or elected to public office will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of one (1) year, but without loss of seniority. Such leaves may be renewed for one (1) further year during this term in such position and for two (2) further years during their term in such office provided application is made to the Employer in writing, no less than two (2) months prior to the expiry of the first year or second year of such term, as the case may be.

L20.04 The Employer may place an employee on Indefinite Leave of Absence when they are unable to perform their regular duties due to illness which extends beyond the employee's accumulated sick days. Such days lost shall be without pay and without benefits; however, the employee may elect to have benefits continue through the Employer by paying the premiums up to a maximum of twenty-four (24) months.

L20.05 (a) Employees who are subpoenaed as jurors or witnesses in criminal or civil courts and are not party to the action shall be granted a leave of absence with pay and without loss of privileges. The witness fees or jury fees received, minus any expense remuneration, will be turned over to the Board. Where an employee is excused from attending on any day for jury duty, they will report for their normal duties the day or days excused.

(b) Employees shall be granted up to three (3) days per year with pay and without loss of privileges, to attend custodial court proceedings involving their dependant child(ren).

L20.06 Bereavement Leave is recognized as the time away from work required by employees to mourn the loss of family and/or to pay respects to the departed by attending the funeral; thus the following conditions apply:

(a) Verbal Requests for Bereavement Leave may be made to the Principal/Supervisor who shall grant a temporary Leave of Absence. The Request for Leave form covered in Article L20.01 (a) and Article L20.01 (b) shall be submitted as soon as possible for final determination regarding eligibility for Bereavement Leave.

(b) Absence from work will be allowed without loss of pay as follows:

- (i) Five (5) continuous working days for the death of wife, common-law spouse, husband, daughter, son, mother, father, sister, brother, guardian step-parents, step-children or another primary care giver in a residential setting.
- (ii) Three (3) continuous working days for the death of mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent or total dependent or lesser kin living in the same abode;
- (iii) One (1) working day to attend the funeral of another relative;
- (iv) A maximum of one (1) working day to attend the funeral of a close friend;
- (v) An additional two (2) working days may be granted by the Manager of Human Resources or designate, in extenuating circumstances.

L20.07 Compassionate leave of three (3) days per year without loss of pay in the event of hospitalization or extremely grave illness of wife, husband, daughter, son, mother, father, sister, brother, grandchild or near relative living in the same abode, may be granted by the Manager of Human Resources or designate.

An additional two (2) days may be granted by the Manager of Human Resources, or designate, in extenuating circumstances.

L20.08 (a) A one (1) day leave, without loss of pay, shall be granted to write an examination for credit toward a College Diploma, a University Degree or a Trades License or Professional Accreditation when the examination conflicts with the Employee's work schedule. Approval must be obtained in

advance through the individual's supervisor and Manager of Human Resources or designate.

- (b) All employees will be allowed one (1) day off without pay to attend the graduation of a spouse, son or daughter, or the wedding of a son, daughter, brother or sister, step child.

L20.09 (a) Pregnancy/Parental/Adoption Leave will be granted as per the Employment Standards Act. The Employer shall provide for employees on Pregnancy/Parental/Adoption Leave a Supplementary Employment Insurance Plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to the E.I. benefit that would be payable to the employee each week of the benefit period. Employees will only be eligible for this payment if they were scheduled to work during the period of the leave.

- (b) An extension up to one additional year of unpaid leave for Pregnancy/Parental/Adoption leave shall be granted to the employee, upon request. The employer will return the employee to the original position. If the original position no longer exists then the employee would access bumping/transfer process as listed in the collective agreement. Benefits may be continued with the employee being responsible for one hundred per cent (100%) of the premium cost.

- (c) A member may terminate a pregnancy leave or parental leave and return to work upon providing the Board with two (2) weeks written notice.

L20.10 An extended leave of up to one (1) year may be granted upon written request of an employee who has completed at least five (5) years of continuous employment with the Board subject to the following provisions:

- (a) The request must not be for the employee to seek alternative employment, unless specifically requested by the Employer in order for the employee to gain experience in skills needed by the Employer;
- (b) This request is most often for the purpose of the employee continuing their education. The provisions of Article L17.08 do not apply to this Article. When the request is for continuing an employee's education the request must be accompanied by a written acceptance statement from a duly recognized post-secondary institution indicating that the employee will be a full-time student;
- (c) The leave shall be without pay;
- (e) Benefits may be continued with the employee being responsible for one hundred per cent (100%) of the premium cost;
- (e) A qualified replacement, acceptable to the Board, is available;

- (f) The conditions for the employees return shall be mutually agreed by the employer and the employee at the time the leave is granted, with written copy to the Union. This will include the length of time that the employee's job will be held open before hiring a permanent replacement.
If the position being held is eliminated the employee will return with bumping privileges outlined in this Collective Agreement.
If the employee returns after the date decided then the employee will be rehired to the first available position for which the employee has the skills and qualifications needed for the position.
- (g) The leave may be extended by mutual consent with sixty (60) days notice.
- (h) Four weeks notice is required for early return. Placement will be based on a mutually agreeable position. The employer will endeavour to return the individual as agreed in the original leave, if applicable.

L20.11 A leave of up to five (5) days for miscellaneous reasons or for absences due to extenuating circumstances may be granted by the Director of Education. This discretionary leave may be in addition to any leave granted under Article L20 and may be with or without loss of pay.

**ARTICLE L21 - SUPPLEMENTATION OF WORKERS' COMPENSATION BENEFIT
(See also Letter of Understanding #2 of Part A)**

L21.01 (a) In case of absence due to an injury resulting from employment with this Board, and covered by Workplace Safety and Insurance Act, the Employer agrees to make up the wage difference between the benefit paid by the Workplace Safety and Insurance Board (WSIB) and 100% of the employee's net wages, as defined in the Workplace Safety and Insurance Act.

In the event the WSIB withdraws the supplement and places the claimant on a full or partial pension and the claimant remains absent from work, Accumulated Sick Leave, if any, will be used at the rate of one per day of absence until fully expired. The employee shall then apply for Long Term Disability benefits, if eligible.

- (b) In the event an employee is absent as above, but has exhausted sick leave credit, the terms of L20.04 shall apply and any benefit paid by WSIB shall be retained by such employee.
- (c) In the event an employee is absent due to injury incurred while employed by other than this Board, such absence shall not be covered by the Board's sick leave plan and any compensation received by the employee from WSIB or any other source shall not be turned over to the Board.

L21.02 An employee who is subject to compulsory quarantine by order of the local Medical Officer of Health shall continue to receive their regular pay during such quarantine.

L21.03 (a) The Union and the Employer shall abide by the Occupational Health and Safety Act, currently in effect, and continue to perfect the safety measures now in effect.

(b) The parties agree to implement the guidelines for the Structure and Function of the Joint Workplace, Health and Safety Committees as agreed between the Lambton Kent District School Board and the employees in the Union, as revised June 1, 1998 or as amended by the parties. Both parties agree that no items contained in the guidelines for the structure and function of the Joint Workplace Health & Safety Committee are grievable under this Collective Agreement.

ARTICLE L22 - ABSENCE DUE TO ILLNESS

(See also C6.00 and Letter of Understanding #8 of Part A)

L22.01 The following procedure shall be used by employees who are unable to attend work due to illness or for any reason;

(a) Notify their immediate Supervisor as early as possible of their absence from duty;

(b) Notify their immediate Supervisor as early as possible when the date of their return to duty is known;

L22.02 Employees must report any and all absences from duty by preparing a Staff Absence Report immediately upon return and present such report to their Supervisor.

L22.03 A medical certificate signed by the attending physician may be requested by the employer when an Employee's absence covers more than five (5) continuous days. The Employee while on extended illness may be required to verify current medical conditions in order to assess the Employee's ability to return to work. Such request will be at the request of the Manager of Human Resources. Any expense for such certification shall be the responsibility of the Employee. In the event the Employer requests an occupational assessment, the Employer will bear the cost of such assessment. The assessment will be completed by a medical professional designated by the Manager of Human Resources.

L22.04 Employees who are unable to attend work and who do not have appropriate sick leave allocation shall be placed on indefinite leave of absence

ARTICLE L23 – RETIREMENT (See also C.13.00 of Part A)

L23.01 The purpose of this Article is to maintain the entitlement to those employees actively participating in a retirement gratuity plan as of the date of ratification of the 2000 –2002 agreement. (see Appendix B)

ARTICLE L24 – LONG TERM DISABILITY

L24.01 It is understood that from time to time the Board will market the Long Term Disability plan to ensure that service and costing are competitive. Marketing of the benefit plans may result in a change in carrier. Marketing of the plan(s) would not result in a change in the benefit plan design as outlined in the contract with the carrier.

L24.02 Should an employee suffer an injury in the workplace, the employer shall make efforts to ensure that physical and/or emotional supports are available.

ARTICLE L25 - CONTRACTING OUT/JOB SECURITY

L25.01 (a) The Employer agrees that no employee named on the Permanent Employee Seniority List will be laid off as a result of bargaining unit work being performed by persons whose regular job is not in the bargaining unit, as a result of contracting out, or as a result of the use of volunteers, students or apprentices.

(b) Save and except as per (f) below, in the event that the Board enters into a partnership agreement or contractual arrangement with any other person, company or agency to build or take over any building for the use of the Board, the Board shall offer that the building could be cleaned and maintained by CUPE Local 1238 bargaining unit members in the same manner as all other Board facilities.

(c) During scheduled periods of heavy workloads in the maintenance department, job opportunities of not greater than thirty (30) working days shall be provided to bargaining unit employees through an expression of interest list, which shall be established and maintained with the following information provided by the employee:

Name, contact information (i.e. cell phone number), what position(s) they are interested in, their qualifications, skills, ability and experience to do the work of the position.

The work shall be offered to qualified bargaining unit employees starting and thereafter in order of greatest seniority on a rotating basis. If not filled through this process, the employer may then go outside the bargaining unit to address the period of heavy workload.

(d) The Union recognizes that Special or Capital projects or Emergency Work

shall be exempt from this article. In addition where technical/special skills not available in the bargaining unit and/or special equipment is required, the employer may then go outside the bargaining unit to fill these situations.

- (e) An ad hoc committee of the Labour Management Committee shall be established to discuss issues related to Contracting Out. The makeup of this ad hoc committee shall be representatives of the Board, the Union and a representative of each from the work area potentially affected.
- (f) The Board has custodial services currently provided under private contract in sixteen (16) schools, to which, these services shall not be considered or included for the contracting out protection listed in this article.
- (g) Should the employer choose to do an Accommodation Review and consolidate existing schools, the consolidation shall provide custodial services based on the below:
 - (i) Should two or more schools which are all cleaned by CUPE be consolidated all into one school, the consolidated school will be cleaned by CUPE.
 - (ii) Should multiple schools with a mixture of contract cleaning and CUPE cleaning be consolidated into one school, the consolidated school will be a CUPE cleaned school.
 - (iii) Should two or more schools which have contracted cleaning be consolidated into one, the consolidated school would remain contracted cleaning.
 - (iv) Should a new school be constructed that does not involve a consolidation, said school will be a CUPE cleaned school.
 - (v) Should a school which is contract cleaned, be closed and not consolidated, said contract will not be moved to a CUPE cleaned school.

L25.02 In order to provide job security for members of the Union, the Employer agrees that no employee named on the Permanent Employee Seniority List with a seniority date prior to and including December 31, 2004 will be laid off. For permanent ten (10) month employees, this clause will not apply to off work periods at Christmas and Summer.

ARTICLE L26 - MODIFIED/REHABILITATIVE WORK

L26.01 The parties agree that modified/rehabilitative work makes a valuable contribution to a timely and safe return to work after an injury or illness has occurred. The parties shall work in a co-operative approach to establish modified work, either

on a temporary or permanent basis in order to provide productive and meaningful work to accommodate an employee's established medical capabilities.

L26.02 When the employer is aware of a modified/rehabilitative work situation, the employer, in consultation with the Union president, or designate, shall determine whether the return to work committee should meet to plan an employee's return. This committee will consist of the employee, the LKDSB Human Resources Officer or designate the employee's immediate supervisor, and a representative designated by the union. A return to work plan will be implemented respecting the functional abilities identified by the treating practitioner.

L26.03 The Union president will be provided monthly a list of members that have been off work for ten (10) or more consecutive days the previous month.

ARTICLE L27 - TECHNOLOGICAL CHANGE

L27.01 For the purpose of this Agreement, technological change shall mean any change that introduces sophisticated equipment requiring computer (ie. hardware and/or software) or communication skills other than those currently practiced or utilized.

L27.02 (a) Where new or greater skills are required than those already possessed by affected employees under the present methods of operation, such employees shall be provided with the training required prior to being used. No reduction in wage or salary rates will occur during the training period of any such employees nor any reduction in pay upon being reclassified in the new position.

(b) When the Employer decides to institute a technological change that is related to the duties and functions of an employee or group of employees, the Employer agrees to notify the Union as far as possible in advance of such intention.

(c) At such time, the Employer will convene a meeting with the Union, to discuss the introduction of the technological change and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee.

(d) If, as a direct result of technological change, it becomes necessary to transfer, reassign or reclassify an employee, the employee affected shall be provided with retraining during working hours, with no reduction in pay.

ARTICLE L28 - DEFERRED SALARY LEAVE PLAN

L28.01 DESCRIPTION:

The plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading:

- (i) Three years' salary over four years;
- (ii) Four years' salary over five years; or
- (iii) Five years' salary over six years.

L28.02 QUALIFICATION:

Any employee having five (5) years' seniority with the Board is eligible to participate.

L28.03 APPLICATION:

- (i) An employee who intends on participating in the plan must apply in writing to the Manager of Human Resources on or before January 31st.
- (ii) The application form shall set out the period in which the plan is to be affected and the year in which the employee requests the leave.
- (iii) Applications are to be processed in order of receipt by the Manager of Human Resources.
- (iv) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made.
- (v) Approval of individual requests to participate in the plan shall be at the sole discretion of the Employer.

L28.04 PAYMENT FORMULA AND LEAVE OF ABSENCE:

- (a) During the term of the plan a participating employee will be paid grid salary and allowances as follows:

Salary and Allowances Paid During

<u>Term</u>	<u>Working Period</u>	<u>Leave Period</u>
Four Years	75.0%	25.0% + interest
Five Years	80.0%	20.0% + interest*
Six Years	83.3%	16.7% + interest*

***Note:** Interest will be earned on the portion withheld and will be paid annually.

- (i) During the leave year, the deposits made in L28.04(a) above, plus any additional interest earned, shall be paid to the employee.
- (ii) The Leave of Absence shall be taken in the last year of the term selected.
- (b) The employee agrees that the salary for the actual period of leave shall be the total of the deposits made in (a) above.
- (c) The Employer's liability to the Employee in the leave year shall be limited to the funds deducted and held in trust on deposit for the Employee.
- (d) The Employer agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation.

- (e) On or before January 31st in the first year of participation and each year thereafter until and including the year following the leave of absence of each participating employee, they shall receive, from the Employer, a statement of principal and interest standing to their credit, as recorded and reported by the Employer's bank.
- (f) In the year of leave of absence, the employee may elect to receive payment of the accumulated deferred salary as follows:
 - (i) By regular bi-weekly payments due on the same dates as provided for in the current collective agreement.

L28.05 Further Provisions:

- (a) (i) Sick leave/vacation allocation will not accumulate during the year spent on leave.
- (ii) Seniority will continue to accumulate.
- (iii) Experience for purposes of salary increment will not accumulate for the period of the leave.
- (b) (i) Laid off employees who are not eligible in accordance with Article 10 to return to the employ of the Employer for one (1) full year after the year of their deferred leave, must withdraw from the Plan.
- (ii) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.
 Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- (c) The Employer will make pension deductions from payments to the participant in accordance with the appropriate pension act.
- (d) An employee may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Employer. Repayment shall be as per Article L28.05 (b) (ii).
- (e) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the employee's estate, subject to the Employer receiving the necessary clearances and proofs normally required for payment to estates.
- (f) All employees wishing to participate in the Plan shall be required to sign a contract supplied by the Employer before final approval for participation will be granted.

ARTICLE L29 - HEALTH and SAFETY

L29.01 Medication and Medical/Physical Procedures

An employee may be asked to perform medical and/or physical procedure(s), for which they have been properly trained, for students according to current Board Policy. The Board shall not require any employee to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the employee to the risk of injury or liability for negligence.

L29.02 Committee to Address Workplace Violence

The Parties are committed to address violence and aggression in the workplace. Therefore, the LKDSB Joint Health and Safety Committee shall establish and maintain a Committee to address student aggression and violence. CUPE will have a representative on this Committee.

The scope of the Committee shall include but not be limited to the below:

- (i) Analyzing incident reports
- (ii) Reviewing and improving reporting expectations
- (iii) Identifying gaps in training
- (iv) Considering any impact of mental health issues
- (v) Identifying measures to reduce risks for injury
- (vi) Identifying support mechanisms for injured workers

This Committee will make recommendations to the LKDSB Joint Health and Safety Committees with a goal to decrease the number of violent incidents in our schools.

ARTICLE L30 – TERM OF THIS AGREEMENT

This Agreement shall be for a term commencing September 1, 2019 and ending on August 31, 2022 and therefore from year to year unless either party gives notice, in writing, to the other not less than thirty (30) and not more than ninety (90) days prior to the expiration date hereof of the party's intention to terminate or negotiate revisions to this Agreement.

Dated this 12 day of February, 2020 in Sarnia, Ontario.

FOR THE UNION

FOR THE EMPLOYER

Adri Payne
Jan
Andrea West
Pam Dwyer
David Wilby
Sharon Hessel
Nancy
Ms W/S
Ms. Joyce Dewey
L B

Guy Smith
Doug Bestard
Shelley Waller
Sam Zaccaro

APPENDIX A - FIVE ZONE AREA

LAMBTON KENT DISTRICT SCHOOL BOARD FIVE ZONE AREA				
ZONE 1	ZONE 2	ZONE 3	ZONE 4	ZONE 5
Aberarder Central 212	Brigden 215	A.A. Wright 211	Gregory Drive 231	Blenheim D.S.S. 112
Alexander Mackenzie 111	Colonel Cameron 219	Brooke Central 217	Indian Creek Road 239	Harwich-Raleigh 235
Bosanquet Central 213	Great Lakes 123	Chatham-Kent S.S. 114	John McGregor S.S. 116	Naahii Ridge 238
Bridgeview 214	Hanna Memorial 234	Dawn-Euphemia 222	John N. Given 240	Queen Eliz (C) 255
Bright's Grove 216	High Park 236	Dresden Area Central 224	Merlin Area Central 251	Ridgetown D.H.S. 121
Cathcart Blvd 218	Hillcrest 237	East Lambton Elem 277	Tecumseh 263	Thamesville Area 264
Confederation Central 220	Lambton Centennial 246	H.W. Burgess 233	Tilbury Area Central 265	Victor Lauriston 266
Errol Road 226	Lambton Central 117	King George (C) 242	Tilbury D.H.S. 124	W.J. Baird 268
Errol Village 227	Lansdowne 247	Lambton Kent Comp 118	Wheatley Area 272	Zone Twp Central 275
Grand Bend 230	London Road 248	McNaughton Ave 250	Winston Churchill 273	
King George (S) 243	Mooretown Courtright 252	Riverview Central 259		
Kinnwood Central 244	P.E. McGibbon 278	Wallaceburg D.S.S. 125		
Lakeroad 245	Plympton-Wyoming 274			
North Lambton 119	Queen Eliz (P) 256			
Northern Collegiate 120	Queen Eliz (S) 257			
Rosedale 261	Sir John Moore 276			
	Adult Ed Centre (S)	Chatham Reg. Ed Centre		
	Maintenance (S)	Adult Ed Centre (C)		
	Sarnia Ed Centre	Maintenance (C)		

APPENDIX B - RETIREMENT GRATUITIES

Former CUPE 1563 - Clerical & Technical - 12 month employees

Employees who were employees of the Board as at July 1, 1973 and who having completed more than three (3) years of continuous service and cease to be employed by the Board or if having completed less than three (3) years of continuous service dies; and

Employees who joined or rejoined the Board's employ after July 1, 1973, and prior to March 1, 1979, and who have completed more than ten (10) years of continuous service.

The amount of severance pay shall be equal to one-half the number of sick days standing to the employee's credit at termination, calculated on the basis of their daily rate of pay at the date of termination, and, in any event shall not be in excess of the one-half year's basic earnings immediately prior to termination of employment. Employees transferring to another employer with a reciprocal sick leave plan will not be entitled to payment under this clause. For purposes of calculating the number of sick days standing to the credit of the employee, fifty percent (50%) of all sick leave days standing to the credit of the employee as at December 31, 1968, plus all sick leave days accumulated and not used since January 1, 1969 shall be used in determining the total number of sick days credit at time of termination.

Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

Former CUPE 986 - Maintenance

This clause applies only to employees on staff and covered by this Agreement as of January 1, 1991. When an employee ceases to be employed by the Board and has more than two (2) years' service or when an employee having less than two (2) years' service dies, there shall be paid to them, or their Estate, an amount equal to the maximum permitted under the Municipal Act of their sick leave credits computed on the basis of their daily pay at the date of termination of employment. This amount shall not exceed six months pay and the employee or their beneficiary may select to be paid in a lump sum or the amount can be paid in regular consecutive monthly payments of not less than fifty (50) dollars. An employee transferring to another Board or another employer with a reciprocal sick leave plan may choose to transfer their sick leave credits in lieu of the above.

An employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

Former CUPE 1019 - Custodial

When an employee whose seniority date is prior to May 3rd, 1973, ceases to be employed by the Board and has more than two (2) years' service or when such an employee having less than two (2) years' service dies, there shall be paid to them, or their Estate, an amount equal to the maximum permitted under the Municipal Act of their sick leave credits computed on the basis of their daily rate of pay at the date of termination of employment but shall not be in excess of the one-half years' basic earnings immediately prior to termination of employment. Employees transferring to another Board or other employer with a reciprocal sick leave plan will not be entitled to payment under this clause.

Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

Former CUPE 1238 Kent - Custodial/Maintenance

- (a) A retirement gratuity, not exceeding one-half a year's earnings, will be paid to an employee hired prior to February 17, 2001, who:
- (i) Reaches age sixty-five (65) and retires;
 - (ii) Leaves the Board for reason of retirement on any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.
- (b) The gratuity shall be based on the following at time of retirement:
- (i) One-half (1/2) of the employee's accumulated sick leave balance (ASL);
 - (ii) Service in years with ten (10) years for full benefit;
 - (iii) Timesheet earnings for the last twelve (12) months divided by 260.
- (c) The gratuity shall be calculated as follows:
- $$\frac{\text{ASL}}{2} \times \frac{\text{Service}}{10} \times \text{Earnings per Day}$$
- (d) The gratuity shall be paid in a lump sum in the year of retirement.
- (e) If death occurs before retirement, a retirement gratuity will be paid to the deceased's estate if the employee was eligible for one of the following O.M.E.R.S. pensions.
- (i) Normal retirement at age 65;
 - (ii) Early retirement based on the 90 factor

Former CUPE 2214 Clerical/Technical/Educational Assistants/Study Room Supervisors/*Psychology Counsellors/ *Speech Pathologists

- (a) A retirement gratuity, not exceeding one-half a year's earnings, will be paid to an employee hired prior to December 31, 1984, who:
- (i) Reaches age sixty-five (65) and retires;
 - (ii) Leaves the Board for reason of retirement on any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.

In the case of Psychology Counsellors/Speech Pathologists, the retirement gratuity hire date shall be constituted to be prior to February 17, 2001 who:

- (i) Reaches aged sixty-five (65) and retires;
 - (ii) Leaves the Board for reason of retirement on any O.M.E.R.S. Pension and who is at least fifty-five (55) years of age.
- (b) The gratuity shall be based on the following at time of retirement:
- (i) One-half (1/2) of the employee's accumulated sick leave balance (ASL);

(ii) Service in years with twenty (20) years for full benefits;

(iii) Earnings of the last twelve (12) months converted to a daily rate.

(c) The gratuity shall be calculated as follows:

$$\frac{\text{ASL}}{2} \times \frac{\text{Service}}{20} \times \text{Earnings per Day}$$

(d) At the employees option, the gratuity shall be paid in a lump sum in the year of retirement, or five (5) equal installments over a five (5) year equal installments over a five (5) year period commencing in the year of retirement.

If death occurs after retirement, the balance of the gratuity, if any, shall be paid in a lump sum to the deceased's estate.

(e) An employee who defers the O.M.E.R.S. Pension is not entitled to a retirement gratuity.

APPENDIX C - Job Evaluation Maintenance (Pay and Internal Equity Maintenance)

A. Terms of Reference

The parties have agreed to the following Terms of Reference for the purpose of Pay Equity Maintenance in accordance with the provisions of the Pay Equity Act and its guidelines as well as maintaining internal equity with respect to Job Evaluation Plan and classifications referred to in the Collective Agreement.

B. Joint Job Evaluation Committee

The Joint Job Evaluation Committee (JJEC) shall be comprised of:

- 4 representatives from CUPE
- 4 representatives from the Board.

A quorum for the Joint Job Evaluation Committee meeting shall be a minimum of six members – three each from CUPE and the Board.

Normally, the JJEC shall meet to review new evaluations and for re-evaluations in October and April each year. Where necessary, additional meetings may be scheduled.

The position of Chairperson to the JJEC shall alternate by meeting or otherwise as mutually agreed between CUPE and the Board.

Accurate minutes and rating documentation of the JJEC must be kept. Such minutes and rating documentation shall be recorded by the Recording Secretary (as mutually agreed upon by the parties) to the JJEC for each meeting.

The decision of the Joint Job Evaluation Committee must be by consensus. All decisions made by the JJEC are final and binding. The JJEC shall provide rationale for their decisions.

If consensus cannot be reached - see Section D, Settlement of Disagreements.

It shall be the responsibility of the Joint Chairpersons to communicate the decision of the JJEC to the incumbent(s) and supervisor(s) using the Job Evaluation Advice of Rating Form (Appendix A attached).

C. Maintenance Program

- 1.1 It is important to maintain accurate job descriptions and/or job fact sheet questionnaires and job rating on an ongoing basis. It is the intention of the parties to periodically review jobs upon request and to ensure all remaining jobs be reviewed every 24 to 36 months.
- 1.2 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been materially changed, or that the job description and/or job analysis questionnaire does not reflect the duties responsibilities of the job, the following procedures shall be followed:
 - (a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting an Application Form for Job Evaluation Maintenance Form (Appendix B attached); through the Human Resources Department.

- (b) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve the interviewing of incumbent(s) and the supervisor(s) and visits to the job site by two appointed J.J.E.C. members (one (1) Union/one (1) Employer), as well as information from the Job Fact Sheet Questionnaire and/or Job Description as appropriate. Based on this information, the Committee shall update the job description and/or job fact sheet questionnaire as necessary;
- (c) Where the job description and/or job fact sheet questionnaire has been changed, the JJEC shall meet to rate each sub factor of the job, establish a new rating for the job and advise the incumbent(s) and the supervisor of its decision (Appendix A). The rating of the job shall determine the wage rate classification for the job;
- (d) If the job is rated at a wage rate classification higher than the existing pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date the Application for Job Evaluation Maintenance Form was received by Human Resources. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated upon the appropriate wage rate classification;
- (e) If the job is rated at a wage rate classification lower than the existing wage rate the incumbent shall have their current rate frozen until the new rate meets or exceeds their current rate.

1.3 Whenever the Employer wishes to establish a new job, the following procedures shall apply;

- (a) The employer shall prepare a new job description for the job.
- (b) The employer establishes an interim rate for the job, based on the new job description.
- (c) The job shall be posted and any person appointed to the job shall be paid within the temporary wage rate level;
- (d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Fact Sheet Questionnaire which shall be submitted to the JJEC for rating according to the previously agreed to procedure. This shall occur at the last scheduled meeting of the JJEC after the 6 month appointment to the position. The wage rate shall be paid to each incumbent effective the date of their appointment to the job.

D. Settlement of Disagreements

- 2.1 In the event the JJEC, is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-chairpersons of the JJEC shall request, within ten (10) working days, that each party designate an Advisor to meet with the JJEC. The two (2) Advisors shall meet with the JJEC and attempt to assist in reaching a decision.
- 2.2 If, after meeting with the two(2) Advisors appointed pursuant to Section D, 2.1 the JJEC remains unable to agree upon the matter in dispute, the Co- chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

Either party may, by written notice to the other party, refer a pay equity dispute to a Review Officer from the Pay Equity Commission, as per the Pay Equity Act. Any other disputes shall be addressed in accordance with grievance procedures as outlined in the Collective Agreement.

E. Applying the Rating to the Wage Rate Classification

3.1 The total job evaluation point allocation shall be used to determine the wage rate level for all jobs based upon the following table:

<u>Wage Rate Level</u>	<u>Job Evaluation Bands</u>
1	Up to 149 points
2	150 - 179 points
3	180 - 209 points
4	210 - 239 points
5	240 - 269 points
6	270 - 299 points
7	300 - 329 points
8	330 - 359 points

**APPENDIX D
SCHEDULE A & B**

		Effective September 1, 2019			Effective September 1, 2020			Effective September 1, 2021		
Level	Job Title	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month
Schedule B		1.00%			1.00%			1.00%		
	Applied Behaviour Analysis Specialist	68,635	70,825	73,016	69,321	71,533	73,746	70,014	72,248	74,483
	Psychoeducational Clinician	68,635	70,825	73,016	69,321	71,533	73,746	70,014	72,248	74,483
	Speech and Language Pathologist	68,635	70,825	73,016	69,321	71,533	73,746	70,014	72,248	74,483
Schedule A										
7	Heating Cooling Repair Tech	31.73	32.72	33.76	32.05	33.05	34.10	32.37	33.38	34.44
6	Attendance Officer	28.69	29.59	30.53	28.98	29.89	30.84	29.27	30.19	31.15
	Carpenter	28.69	29.59	30.53	28.98	29.89	30.84	29.27	30.19	31.15
	Electrician	28.69	29.59	30.53	28.98	29.89	30.84	29.27	30.19	31.15
	Network and Telephony Administrator	28.69	29.59	30.53	28.98	29.89	30.84	29.27	30.19	31.15
	Network System Administrator	28.69	29.59	30.53	28.98	29.89	30.84	29.27	30.19	31.15
	Plumber	28.69	29.59	30.53	28.98	29.89	30.84	29.27	30.19	31.15
	System Application Technologist	28.69	29.59	30.53	28.98	29.89	30.84	29.27	30.19	31.15
5	Accounting Clerk I	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	Buyer	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	Client Support Technologist - Student Admin	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	Computer Technician	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	I.T. Help Desk Technician	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	Library Supervisor	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	P.C. Administrative Technologist	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	Payroll Clerk I	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	Secretary to Elementary Principal	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	Student Support Officer	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19
	Web Administrator	25.99	26.82	27.63	26.25	27.09	27.91	26.51	27.36	28.19

Level	Job Title	Effective September 1, 2019			Effective September 1, 2020			Effective September 1, 2021		
		Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month
4.1	Educational Assistant	24.72	25.48	26.22	24.97	25.73	26.48	25.22	25.99	26.74
	Tutor Escort	24.72	25.48	26.22	24.97	25.73	26.48	25.22	25.99	26.74

Level	Job Title	Effective September 1, 2019			Effective September 1, 2020			Effective September 1, 2021		
		Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month
4	Communicative Disorder Assistant	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Custodian 1	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Health and Safety/Secondary Program Clerk	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Payroll Clerk II	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Reporting Support Clerk	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Science Partnership Technician	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Secretary to Manager of Financial Services	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Secretary to Manager of Information Technology	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Secretary to Manager of Plant & Maintenance	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Secretary to System Coordinator Alternative and Continuing Education	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Secretary to System Coordinator Student Success	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Secretary to Mgr. of Psychological Services/System Coordinator of Special Education	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34
	Utility Maintenance Worker	23.36	24.10	24.84	23.59	24.34	25.09	23.83	24.58	25.34

Level	Job Title	Effective September 1, 2019			Effective September 1, 2020			Effective September 1, 2021		
		Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month	Start	6 Month	Job Rate 12 Month
3	Accounting Clerk II	21.23	21.91	22.56	21.44	22.13	22.79	21.65	22.35	23.02
	Custodian 3	21.23	21.91	22.56	21.44	22.13	22.79	21.65	22.35	23.02
	Elementary/Secondary Clerk II	21.23	21.91	22.56	21.44	22.13	22.79	21.65	22.35	23.02
	Plant and Maintenance Help Desk Clerk	21.23	21.91	22.56	21.44	22.13	22.79	21.65	22.35	23.02
	Secondary Clerk II	21.23	21.91	22.56	21.44	22.13	22.79	21.65	22.35	23.02
	Truck Driver	21.23	21.91	22.56	21.44	22.13	22.79	21.65	22.35	23.02
2	Courier	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
	Custodian 2	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
	International Education Clerk/Receptionist	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
	Print/Mail Clerk	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
	Purchasing Clerk	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
	Receptionist	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
	Records Management Clerk	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
	Secondary Clerk III	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
	Student Engagement Clerk III	19.60	20.28	20.87	19.80	20.48	21.08	20.00	20.68	21.29
1	Elementary Clerk	18.27	18.82	19.40	18.45	19.01	19.59	18.63	19.20	19.79
	Elementary Supervision Support	18.27	18.82	19.40	18.45	19.01	19.59	18.63	19.20	19.79
	Library Clerk	18.27	18.82	19.40	18.45	19.01	19.59	18.63	19.20	19.79
	Secondary Clerk IV	18.27	18.82	19.40	18.45	19.01	19.59	18.63	19.20	19.79

Early Childhood Educator	Effective September 1, 2019	Effective September 1, 2020	Effective September 1, 2021
Letter of Permission	19.78	19.98	20.18
Qualified 0 years experience (starting rate applied to Article L4.03)	21.44	21.65	21.87
Qualified 1 year experience	23.08	23.31	23.54
Qualified 2 years experience	24.72	24.97	25.22
Qualified 3 years experience	26.37	26.63	26.90
Qualified 4+ years experience	28.02	28.30	28.58

Other Allowances	Effective September 1, 2019	Effective September 1, 2020	Effective September 1, 2021
17.05 Tool Allowance	202.00	204.02	206.06
17.06 (a) Clothing Allowance	126.25	127.51	128.79
17.06 (d) Clothing Allowance	85.85	86.71	87.58

APPENDIX E - STRUCTURE AND FUNCTION OF THE JOINT WORKPLACE HEALTH AND SAFETY COMMITTEE

The Parties agree to implement the Guidelines for the Structure and Function of the Joint Workplace Health and Safety Committee as agreed between the Lambton Kent District School Board and the Members of CUPE 1238, as revised or as amended by the Parties. Dispute resolution will be in accordance with the process outlined in the Guidelines. Copies of the Guidelines will be made available on the internal web site and/or the Health & Safety Department.

APPENDIX F - TEMPORARY VACANCIES GUIDELINES

1. Temporary postings are open to Permanent CUPE 1238 employees only.
2. Temporary vacancy is defined as being a minimum of four (4) months.
3. There will be a five (5) working day posting period for temporary vacancies.
4. Eligibility for the position must be for reasons of promotion, increase in hours, in a different experience. Lateral moves will not be considered.
5. Employees who have been in a position for less than 6 months will not be eligible to apply for temporary vacancy postings.
6. Selection of the successful candidate will be based on seniority, provided the applicant has the necessary skill, ability, and qualifications to do the posted job.
7. Principals/supervisors will have final approval as to the release of an applicant; which would not be unreasonably withheld; however, circumstances may be such that, i.e.: workload during peak times may prevent individuals from being allowed to move.
8. There will be no subsequent temporary postings as a result of the filling of the posted temporary vacancy; however, the terms of Article L11.13 will apply for locations/departments where there is more than one CUPE 1238 employee. Upon fulfillment of Article L11.13 obligation, if applicable, principals/supervisors will then be able to fill the resulting temporary vacancy by selecting an individual from the occasional list.
9. An employee taking a temporary transfer from a 10-month to 12-month position or a 12-month to 10-month position assumes the practices of the group they are assigned to.

APPENDIX G – REPOSITORY OF HISTORICAL LANGUAGE

The parties have agreed to append the following provisions, which existed in earlier versions of the Collective Agreement, for information and historical purposes only. These provisions do not form part of the Collective Agreement, are not binding on the parties and are therefore not enforceable through the grievance and arbitration procedures.

- L4.05 (f) Article L24: For part-time permanent employees benefit premium participation for Term Life Insurance, Preventive Dental Care Plan and Extended Health is limited to one-half (1/2) of the premium payment paid by the Board for a permanent full-time employee. Vision Care benefit premium is 50% paid by the Board and 50% paid by part-time permanent employees. Employer Health Tax benefit is 100% paid by the Board.
- L22.01 For absence due to illness, or injury not covered by the Workplace Safety and Insurance Act, an employee will be allowed their normal wages as follows:
- (a) Each twelve-month member shall be credited with 24 sick days per year on January 1st. Each ten-month member shall be credited with 20 sick days per year on January 1st.
 - (b) Where a member commences employment after January 1st or is a part time member, the sick leave credit will be prorated.
 - (c) Wages paid to employees within this Article shall be subtracted from their accumulated sick leave credits;
 - (d) Each eligible member shall be entitled to have all the unused portion of the member's annual sick leave transferred to the member's cumulative sick leave credit.
 - (e) Each member shall receive a statement of sick leave credits no later than January 31 showing the number of days to the credit of each permanent employee.
- L22.06 Members on recall will not lose sick leave credits nor will they accumulate sick leave credits while not working.
- L22.07 Newly hired employees who are eligible to transfer accumulated sick leave under the Municipal and/or Education Act shall be credited with that sick leave upon supplying appropriate proof to the Board.

- L23.02 An Employee who chooses to retire may do so at the end of the month in which the employee attains their 65th birthday or at such earlier date as provided by the O.M.E.R.S. pension plan.
- L23.03 An employee who retires on any O.M.E.R.S. Pension before age sixty-five (65) shall be allowed to participate in benefits as outlined in Article L24.01.
- L24.01 The Employer will provide eighty-five per cent (85%) of the cost of the premiums for the plan.
- L24.02 An employee who retires on an O.M.E.R.S. Pension plan before age sixty-five (65) shall be allowed to participate in the benefits plans the employee had immediately prior to retirement until age sixty-five (65). The Board shall administer such plans and the employee shall be responsible for one hundred per cent (100%) of the premium costs.
- L24.03 The plan outline is covered in Appendix E of this agreement.
- L24.04 The parties have agreed that the employee portion of the Employment Insurance rebate will be applied to improvements to the Dental Plan.
- L24.05 Semi-Annual meetings between the union and the Board will be held to review the performance of the CUPE benefit plan based on the carrier's claims/premium data. The committee will be responsible to evaluate the benefit plan and to make recommendations to the members and the Board regarding plan design changes that are in the best interest of the members and the Board.

The Board agrees to provide the union with up to date copies of all benefit plan contracts of this bargaining unit. The Employer will provide the rationale to the Union whenever a carrier is changed.

- L28.04 (g) While an employee is enrolled in the plan, and not on leave, any Group Insurance Plans tied to the salary level, shall, to the extent possible according to the insurance policies then in effect, be structured according to the salary the employee would have received had they not been enrolled in the plan.
- (h) An employee's Group Insurance Plans will be maintained by the Employer during their leave of absence according to the terms and provisions of insurance policies then in effect; however, the premium costs for all Group Insurance Plans shall be paid in advance monthly by the employee during the year of the leave. Any increases in premiums during the year of the leave of absence will also be paid by the employee upon receipt of notice from the Employer. Any decrease in premiums during the year of the leave of absence will be refunded by the Employer.
- (i) While on leave, any Group Insurance Plans tied to the salary level, shall, according to the terms and provisions of insurance policies then in effect, be structured according to the salary the employee would have received in the year prior to taking the leave had they not been enrolled in the plan.

HISTORICAL APPENDIX E - BENEFIT PLAN OUTLINE

The following benefits description is a general summary only. Exact benefits are described in detail in the respective policy contracts issued by the insurance companies on risk for these coverages. In the event of a dispute, the policy contract(s) will be binding on all parties. Generally benefits are compulsory unless otherwise indicated but may be subject to certain rules as minimum number of hours worked or coverage by a spouse.

Benefit	Plan Design
Basic Life Insurance	- 3 times annual earnings to maximum \$200,000.
AD&D (Optional)	- Same as Basic Life above
Optional Life	- Available to employee and spouse, in increments of \$25,000 to maximum of \$250,000. - Subject to proof of good health
Optional Dependent Life	- Spouse - \$10,000 - Eligible Dependent Children - \$5,000 - Subject to proof of good health
Visioncare	- Maximum \$250 every 24 months - Nil deductible - Eye Exams \$75.00 every 24 months
Extended Health (Incl. Drugs)	- \$5.00 deductible - Reimbursement drug plan, nil deductible, \$7.50 capped dispensing fee, including drugs which by law or convention require a prescription (no over-the-counter drugs) - Pay Direct Card - Paramedic Practitioners - \$300 per calendar year - Medical Services & Supplies - reasonable and customary charge - Hearing Aids - Maximum \$1,000 per 24 months - Private Duty Nursing - \$25,000 per 3 years
Semi-Private	- 100% co-insurance - Nil deductible
Out of Province/ Out of Canada Emergency & Travel Assistance	- Equivalent to Liberty Health's Deluxe Travel benefit (described in plan specifications) - Nil deductible - 100% co-insurance - enrolment is compulsory for all new hires
Dental	- Nil deductible - Fee Guide - Current, less 1 year - Basic & Minor Restorative - 95% - Major Restorative - 50% - Combined Maximum - \$2,000 per person per calendar year (for Basic, Minor and Major Restorative) - Orthodontic Services - 50% includes dependants under age 25 while in school - Lifetime Maximum - \$2,500 includes dependants under age 25 while in school - Recall Examinations - once every 9 months
Long Term Disability	- Elimination Period - later of 6 months or expiration of sick leave - All members - 50% of monthly earnings - Monthly maximum - \$2,000 - Non-evidence maximum - \$2,000 - Maximum Benefit Period - 5 years or age 65 whichever is first - Definition of Disability - 12 months own occupation - Pre-Existing Condition - 3/12 - Offsets - primary and dependent CPP benefits
Health & Dental Survivor Benefit on Employee's Death	- Benefits continue, subject to certain conditions, for up to 90 days. - Premiums are waived
Employee Assistance Program	- 100% Board Insurance

**HISTORICAL APPENDIX D
SCHEDULE A & B**

Level	Job Title
7	Plumber/Gas Technician 1
5	Itinerant Support Technologist - Sp Ed
4	Secondary Clerk I
2	Accounting/Plant Clerk

Letter of Understanding #1

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

RE: Violence in the Workplace, Green Clean Working Group, Support Workers Advisory Group (SWAG) and Tripartite Benefits Committee

The parties agree that in the event that a member(s) of Local 1238 is appointed as a member any of these Joint Task Groups that all time spent by said member(s) to attend meetings of the Joint Task Groups shall be treated as paid time based on a regular work day.

All expenses related to the participation in these Provincial committees will be funded by the Ministry of Education as outlined in the PDT.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

Dated this ____ day of _____, 2016 in Sarnia, Ontario.

For the Union

For the Board

Letter of Understanding #2

Between

Lambton Kent District School Board
(The Board)

And

The Canadian Union of Public Employees
Local 1238
(The Union)

RE: Professional Development Allocation

The Board will receive, in 2008-2009, a one-time allocation for professional development and training for bargaining unit employees. The proportional share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-2009 and/or 2009/2010. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The parties agree to the concepts as outlined in the PDT agreement – Point #3 – Professional Development and Training.

CUPE Local 1238 and the Board jointly agree to a philosophy which encourages professional development for staff. The professional development committee has been established as per the PDT agreement and will continue to meet regularly to review professional development opportunities and make recommendations to the Board for PD activities.

The professional development committee will be equal participants as is currently established.

Original document signed November 3, 2008 and held by the Lambton Kent District School Board.

Dated this ____ day of _____, 2016 in Sarnia, Ontario.

For the Union

For the Board