

COLLECTIVE AGREEMENT

between

YORK CATHOLIC DISTRICT SCHOOL BOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2331

Agreement Effective

September 1, 2019 – August 31, 2022

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b) The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.

- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

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

C4.16 Arbitration

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

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

b) Funding amounts:

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

Funding will be made retroactive to September 1, 2019.

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

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

C5.3 Cost Sharing

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

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is to be provided by the Employee for absences of five (5)

consecutive working days or longer. The medical confirmation may be required to be provided on the form contained in Appendix C.

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ VVVY</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ VVVY</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>_____</p> <p>Telephone No: _____</p>
<p>Employee</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Work Location:</p> <p>_____</p> <p>_____</p> <p>_____</p>

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

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

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)

Walking:

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

Standing:

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

Sitting:

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

Lifting from floor to waist:

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

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

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): _____ No

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

Yes No

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

Date:			

Telephone Number:			

Signature:			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

RE: Job Security: Protected Complement

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Protection Fund

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

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

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

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

APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

RE: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

RE: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

Topics the training program will address are the following:

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

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

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

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

RE: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter "CUPE")

AND

The Council of Trustees' Associations

(Hereinafter the "CTA/CAE")

RE: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement. The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

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

3.0.0 ELIGIBILITY and COVERAGE

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

3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

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

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

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

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

4.2.0 On-Going Funding

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

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

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

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

5.0.0 SHARED SERVICES

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

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

- g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12-month period.

11.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust a Board office during regular business hours upon 30 days written notice.

12.0.0 CLAIMS SUPPORT

12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

Historical Appendix of Central Terms – For Reference Only

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

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement ("CUPE represented

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

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

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

4.2.0 On-Going Funding

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

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

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

- d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles if any;
 - h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding policy;
 - 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, AFOCS 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 (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).

THIS AGREEMENT made as of January 28th, 2020

Between

YORK CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called the "Board")

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2331

(Hereinafter called the "Union")

The parties agree as follows:

Article 1 – RECOGNITION

1.01 Bargaining Agent

The Board recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining in respect to rates of pay, hours of work and other working conditions for all permanent and supply Office, Clerical, Technical, Educational Assistant, Designated Early Childhood Educator, Educational Intervenor, Student Support Worker, Library Technician, Lunchtime Supervisor and Lunchtime Office Support Worker employees employed with York Catholic District School Board as per Schedule B, D, E and F of this agreement; including new bargaining unit positions created during the life of this Agreement.

1.02 Definition - Employee

The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.

1.03 Masculine and Feminine

The masculine shall include the feminine and the singular the plural when the context so requires.

1.04 No Discrimination

No discrimination will be practiced or permitted by either the Board or the Local Union, or any of their officers or representatives, against any employee or any representative of the Board, by reason of, or arising out of the activities of the Board, or out of Local Union membership or activity, whichever is applicable, or by reason of political affiliation, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, citizenship, place of origin, sexual orientation, criminal record of offences, or disability.

Article 2 – MANAGEMENT RIGHTS

2.01 Function of the Board

The management of the Board's operations and the direction of its employees shall be vested exclusively in the Board, and without limiting the generality of the foregoing, shall include, among other things, the right to hire, discharge, transfer, promote, demote and discipline employees subject to the terms of this Agreement.

Article 3 – STRIKES AND LOCKOUTS

3.01 Terms

There shall be no strikes or lock-outs as long as this Agreement continues to operate.

In the event of any violation of 3.01 by any employee(s), the Board shall notify the President of the local Union who shall instruct the employee(s) to return to work and perform their usual duties.

3.02 Labour Disruption

Employees may refuse to cross a picket line erected by members of a different bargaining unit during a legal strike.

Employees who refuse to cross such a picket line shall be placed on an unpaid leave of absence until they either return to work or the legal strike has ended.

Article 4 – UNION DUES

4.01 Deductions

The Board shall deduct from each employee a percentage of the earnings for each pay period as determined by the union's Constitution.

The Board shall forward such deductions to the Secretary-Treasurer and President of the Local not later than the 15th of the month following the month in which the

deductions were made. Such remittance shall be accompanied with an electronic list including the following information regarding each employee:

- Name
- Work Location
- Hours Worked
- Dues Paid
- Home Address
- Wage Rate
- Wages Earned
- Phone Number
- Classification
- Status (Full-time, part-time, supply)

4.02 Union Dues / Conditions

Any employee presently a member of the Union shall remain such for the duration of this Agreement as a condition of the employee's continued employment. Any employee hired on or after the date of this Agreement shall become a member of the Union and shall remain as such for the duration of this Agreement as a condition of the employee's continued employment.

Upon hire, and in the job-offer letter, the Board will advise employees that a collective agreement is in effect, will refer new employees a copy of the collective agreement on the Board's web site and will provide new employees with the Union's contact information (Article 21.02).

Where the Board conducts staff orientation sessions for new employees the union will be provided time during such sessions to make a presentation regarding membership.

The Union will provide the Board with copies of material prior used in such sessions and will not disparage the Board during the presentation

4.03 Notification of New Hires

The Board shall forward to the Union (Secretary, Treasurer and President) the full name, home address, home phone number, classification and employment status (e.g. full-time, part-time, temporary, seasonal, supply), start date and work location of all employees hired into the bargaining unit within one month of their hire date. This information will be provided in an electronic spreadsheet.

4.04 Listing of Employees on a Leave

The employer will provide to the Union a list of all employees in the bargaining unit who are on a leave. The list will include each person's name, job title/classification, home

address, home telephone, employee's work site and employment status and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union President twice a year.

4.05 Indemnify for the Board for Union Dues

The Union agrees to indemnify and save the Board harmless against any claim or liability arising and of application of this Article.

Article 5 – UNION REPRESENTATION

5.01 a) Bargaining Committee

The Local union may appoint or otherwise select a bargaining committee which shall be composed of the Union President, the Chief Steward and an additional five (5) employees. Members of the committee shall be paid at their applicable straight time rates for all times they are absent from their regularly scheduled work while engaged in negotiations with Board representatives.

The Union and the Board will exchange names of their bargaining committee members prior to the first bargaining date.

Each member of the Bargaining Committee shall be provided up to three (3) days release time to prepare for negotiations. The Board shall invoice the Local Union for the cost of replacing members of the Bargaining Committee during such release time.

b) Labour Management Committee

On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace which affect 2331, 2331-01, 2331-02 or any employee bound by these Agreements. Additional meetings may be scheduled by mutual agreement.

It is understood that items raised at meetings of the Labour-Management Committee will be addressed within three (3) weeks of the Labour-Management Committee meetings and updates will be provided in writing.

The Labour Management Committee members shall be the Union President, Vice President/Chief Steward and up to 5 additional members as determined by the Union

President in consideration to the agenda. The Board shall pay the members of the committee at their applicable straight time rate for the time they are absent from their regularly scheduled work while participating in such meetings. The Union shall have the right to have the Union National Servicing Representative in attendance.

The Board will chair the Labour Management Committee. The Union will send to the Board proposed agenda items one (1) week in advance of the date of the meeting. The Board will send a draft agenda including the Board's agenda items within two (2) days of receipt of the Union's agenda items.

Minutes of each meeting shall be prepared by the Board and copies provided to the President and Chief Steward one (1) week prior, to the next committee meeting. These minutes will not be deemed agreed to until approved at the Labour Management Committee.

5.02 Authorized Representatives

The Local Union shall notify the Board in writing of the names of its officers.

5.03 Representation in Meetings

The Union shall appoint no more than two (2) authorized representatives to represent a member in a grievance meeting, a return-to-work meeting, a disciplinary investigation meeting, an attendance support meeting, a discipline meeting and/or a discharge meeting. The Board will provide work release without loss of pay for the representatives appointed by the Union.

The Board will ensure that employees are notified of their right to have Union representation at meetings listed above. The employee and the Union representative will be provided with a room in which to meet and prepare for the meeting for up to one hour.

Article 6 – GRIEVANCE PROCEDURE AND ARBITRATION BOARD

6.01 Time Limits

The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended by written mutual consent of the parties.

In the event of missed timelines, by either party, without written consent of the parties, the grievance shall automatically proceed to the next stage of the grievance process.

6.02 Settlement

Should any difference (hereinafter called a “grievance”) arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without delay shall be made in the following manner. Further, in addressing matters in the grievance process the Union may seek the assistance of the National Representative of CUPE when meeting with the employer in any matters arising out of this Collective Agreement.

6.03 Stage One

The Union shall submit the employee’s grievance, in writing, to the Manager of Human Resources, within seven (7) working days of the date of the affected employee(s) becoming aware of the alleged violation. The grievance shall state the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based.

Within seven (7) working days of receipt of the grievance, a meeting of the Grievor, the Union representatives and the Grievor’s supervisor shall occur.

An official written response will be given to the Union within seven (7) working days of the date of the meeting.

6.04 Stage Two

If the response given at Stage One is not satisfactory to the Union, the Union shall give notice to refer the grievance to the next stage within seven (7) working days of the receipt of the response.

Within seven (7) working days of receipt of such notice a meeting with the Grievor, the Union representatives and the Superintendent of Human Resources shall occur.

The Superintendent of Human Resources will make every effort to settle such grievance and will respond in writing to the Union within seven (7) working days of the Stage Two meeting.

6.05 Policy and Group Grievances

For the purpose of this Agreement, a policy grievance shall be defined as a difference between the Board and the Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees.

The Union shall submit the policy grievance, in writing, to the Superintendent of Human Resources stating the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based. For clarity, policy grievances shall be submitted at Stage 2 of the grievance process.

If the policy grievance is being put forward by the Board, it shall be submitted, in writing, as above, to the CUPE 2331 President. Within 7 working days of receipt of the grievance, a meeting shall occur which is mutually acceptable to the appropriate representatives of the parties. A response (by the Union or the Board) will be provided within seven (7) working days of the Stage Two meeting.

A group grievance, which is defined as an alleged violation of this agreement concerning five (5) or more employees, follows the same procedure as the policy grievance procedure.

6.06 Mediation

Any unresolved grievance, including a grievance scheduled for arbitration, may be referred to mediation by mutual agreement.

Mediation is not considered a Stage of the grievance procedure.

6.07 to 6.16 Grievance – Arbitration

6.07 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, may be referred to a Board of Arbitration or a sole arbitrator at the written request of either the Union or the Employer within ten (10) working days of the reply under Stage 2 of the grievance procedure, or within ten (10) working days of the mediation session.

No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.

6.08 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as the Chair chosen by the other two members of the Arbitration Board.

6.09 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other Party indicating the name of its nominee to the Board of Arbitration. Within five (5) working days of the request of either Party

for a Board, the other Party shall answer, in writing, indicating the name of its nominee to the Arbitration Board.

- 6.10** Should the two nominees fail to agree on a third person within five (5) working days of the notification mentioned in Article 6.08 above, the Minister of Labour will be asked to nominate a person to act as Chair of the Arbitration Board.
- 6.11** a) The Union or the Board may refer the grievance to arbitration to be dealt with by a sole arbitrator. The other party shall within five (5) working days of receipt of such notice reply in writing stating whether arbitration by a sole arbitrator is acceptable.
b) If arbitration by a sole arbitrator is acceptable, the parties shall endeavor to agree upon the selection of a sole arbitrator. If the parties fail to select a sole arbitrator within five (5) working days, the appointment should be made by the Ministry of Labour upon the written request of either party. It is agreed by both parties that, upon selection of an Arbitrator, all parties and or their representatives will make themselves available for the Arbitrator to hear the grievance expeditiously and render the decision at the earliest possible date. If the Arbitrator selected is not available within a six (6) month period, the parties shall review the selection.
- 6.12** The decision, of a Board of Arbitration, or (a majority thereof), or sole arbitrator, shall be binding on both parties.
- 6.13** The Board of Arbitration or a sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 6.14** Each of the Parties to this Agreement will bear the expenses of their nominee and will jointly bear the fees and expenses, if any, of the Chair or sole arbitrator.
- 6.15** Witness fees and allowances shall be paid by the party calling the witness. Requests for any additional and/or medical documentation shall be paid for by the party requesting the documents.
- 6.16** If any party disagrees with the other as to the meaning or application of the decision, it may apply to the Chair of the Board of Arbitration, or the sole arbitrator, within ten (10) working days from the issue of the decision, with a request that he/she reconvene to clarify the decision.

Article 7 – DISCIPLINE / DISCHARGE

7.01 Just Cause

a) No employee shall be discharged or disciplined without just cause. Discipline will be in accordance with the Board's Progressive Discipline policy.

b) The parties agree that coaching meetings and letters of expectation are non-disciplinary.

c) Bargaining unit employees will be informed of their right to request union representation at all meetings that may result in disciplinary action.

7.02 Permanent and Supply Employees

A claim by a permanent or supply employee of being unjustly disciplined or discharged will be dealt with in accordance with the provisions of Article 6.

7.03 Probationary Employees

a) Any action that would merit any disciplinary action will be considered just cause for dismissal.

b) A claim by a probationary employee of being unjustly disciplined or discharged will be dealt with in accordance with the provisions of Article 6.

7.04 Letters of Discipline

The Board shall provide the Union President with a copy of disciplinary letters issued to bargaining unit employees.

Article 8 – WORK SCHEDULES AND OVERTIME

8.01 Work Week

a) Secretarial, Clerical Employees and Library Technicians

1. The regular work week for secretarial, clerical and library technician employees is thirty-five (35) hours worked in five (5) consecutive days, with no split shifts, Monday through Friday.

2. Scheduled general supervision shall not be assigned to these classifications.

3. All elementary school secretaries shall work an additional four days following the end of a school year. The additional days, may, at the Board's discretion, be scheduled to occur immediately following the last day of classes and/or just prior to the commencement of the subsequent school year. The Board will advise elementary school secretaries of the proposed schedule by May 1st of each year.
4. Technicians in both elementary and secondary schools shall work an additional (5) days prior to the commencement of the school year.
5. The employees at the Catholic Education Centre may work their regular work week at flexible hours on the understanding that 10:00am to 3:00pm shall be considered core hours.
6. Notwithstanding the core hours, a lunch period shall be allowed during the core period.
7. The employees will request prior approval of the Superintendent of Human Resources or designate for the employees' plan of designated flexible hours.

b) Educational Assistants / Educational Intervenors / Designated Early Childhood Educators

1. The regular work week for educational assistants, educational intervenors, and designated early childhood educators is thirty-five (35) hours worked in five (5) consecutive days Monday through Friday, with no split shifts as adapted to the needs of the school. A minimum of thirty (30) hours per week shall be assigned to core duties.
2. Principals shall have the flexibility to assign the above noted hours of work in a predictable and scheduled manner, including resource time and supervision, in order to best meet the needs of students, the operational needs of the school and the transparency for educational assistants', educational intervenors', and designated early childhood educators' working conditions. Resource time shall not be scheduled in blocks of less than fifteen minutes.
3. The regular work year for the educational assistants, educational intervenors and designated early childhood educators shall be 194 days for elementary and secondary.

4. General supervision is defined as bus duty, recess, lunch and yard duty and shall be assigned in a fair and equitable manner as follows:

- equitable distribution of on call and indoor recess assignments;
- up to thirty (30) minutes per day of scheduled general supervision as required, will be performed by Educational Assistants and Educational Intervenors and Designated Early Childhood Educators;
- Educational Assistants, Educational Intervenors and Designated Early Childhood Educators shall not be assigned more than 20 consecutive minutes per day of general supervision outside of the building;
- Educational Assistants and Intervenors shall not be assigned more than thirty (30) consecutive minutes of student support outside of the building. This shall not be combined with general supervision at lunch. For clarity, no employee shall be assigned more than thirty (30) minutes of outside supervision or support;
- in no case shall general supervision be assigned to any other classification or position, where supervision is not a core duty of the classification;
- Designated Early Childhood Educators will be assigned general supervision duty for Kindergarten Students. Designated Early Childhood Educators may also be assigned bus duties as part of their general student supervision. Exceptions may be permitted in extenuating circumstances;
- The parties agree that Educational Intervenors who are assigned to work with specific students with special needs shall not be assigned general supervision duties while these specific students are in attendance. For clarity, they may be assigned general supervision when students are not in attendance.
- Educational Intervenors, supporting students in central programs (ASD and TD Centres) will be supporting their students during the lunch hour, in or outside the building, as needed. In recognition of this additional outside duty, these Educational Intervenors will be provided with one (1) lieu day per year, to be taken on a Professional Activity Day, as determined by the Board.

c) Lunchtime Supervisors / Lunchtime Office Support Workers

The regular work week for lunchtime supervisor employees is a maximum of seven and one-half (7.5) hours worked in five (5) consecutive days, Monday through Friday.

d) Student Support Workers

The regular work week for student support workers is thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday. Student Support Workers shall work an additional five (5) days prior to the commencement of the school year.

e) Supply Employees

There is no guarantee of hours for supply employees. In the event a supply employee has not worked in 120 days within the school year (September to August), the individual shall be removed from the Board's supply list, unless on a Board authorized Leave of Absence of one (1) year or less. It is understood that illness may excuse a supply employee from this provision, and the Board has the right to request a medical certificate of any claim to illness. No supply employee will be removed from the Board's supply list unless the employee and the Union have been notified in writing.

Supply Designated Early Childhood Educators may be assigned supply Educational Assistant work based on system needs. In such cases, supply Designated Early Childhood Educators will be paid the supply Educational Assistant rate of pay as per Schedule F.

8.02 Lunch Period / Rest Breaks

Employees who regularly work;

6 or more hours per day are entitled to two (2) fifteen (15) minute paid breaks and one unpaid lunch break of not more than one (1) hour and not less than one-half (1/2) hour for elementary to be scheduled between 11:30 a.m. and 2:00 p.m. and for secondary to be scheduled between 11:00 a.m. and 2:00 p.m.

4 or more hours per day are entitled to one (1) fifteen (15) minute paid break and one unpaid lunch of not more than one (1) hour and not less than one-half (1/2) hour.

3 to 4 hours per day are entitled to one (1) fifteen (15) minute paid break.

Regardless of the duration of such lunch period, it shall be uninterrupted.

Rest breaks and lunch periods will be scheduled according to the operational needs of the school. Rest breaks and lunch periods are not to be forfeited in order to shorten the length of the regularly scheduled workday.

8.03 Overtime

All overtime hours require prior authorization from the appropriate Superintendent. All hours in excess of seven (7) hours in any work day shall be paid for the Board at the rate of time and one-half (1.5) of the employee's hourly rate. The employee may choose to substitute the same number of hours at the rate of time and one-half (1.5) as time off in lieu of overtime pay as per Article 8.14.

8.04 Overtime Distribution

Overtime shall be distributed as equitably as possible among employees normally performing the work in question.

8.05 Voluntary and Necessary

Overtime shall be worked on a voluntary basis. However, the Board, the employees and the Union acknowledge the necessity of overtime and the employees agree to work a reasonable amount of overtime.

8.06 Saturdays, Sundays, Statutory Holidays

It is agreed that for all time worked on a Saturday, employees shall be paid at the rate of time and one-half (1.5), and for all time worked on a Sunday or Statutory holiday, employees shall be paid at the rate of double time.

8.07 Weekend Work

When an employee is scheduled to perform a weekend work assignment on a Saturday or a Sunday the employee shall be paid for such work performed on either of these days a minimum amount equal to three (3) hours pay at straight time.

8.08 No Equalizing

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

8.09 Emergency

An employee who has left work and is called back to work after completing the employee's normal work day to perform an emergency assignment shall be paid for such work at a minimum amount equal to four (4) hours pay at the equivalent of the employee's straight time.

8.10 Before Regular Work Day

Any employee called in to work prior to the commencement of the employee's normal work day shall be paid at the rate of time and one-half (1.5) for all time worked prior to the employee's normal starting time provided the employee completes the regular day.

8.11 Unavailability of Work

An employee who reports for work and through no fault of the employee's own, finds there is no work available shall be paid a minimum of three and one-half (3.5) hours pay.

8.12 No Guarantee

The Board does not guarantee to provide work for any employee or to maintain the work week or working hours to be in force at the commencement of the Agreement.

In the event of a system-wide reduction of the hours of work in the work locations, the employee whose hours are reduced will be those in each classification with the least seniority.

8.13 Lieu Time

Instead of a cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to a maximum of five (5) working days, which may be taken off at a time mutually agreed upon by the employee and their supervisor.

Article 9 – SPECIFIED HOLIDAY

9.01 Statutory

a) New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday*, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or such day as may be established as a holiday in lieu of any said days. *12 month employees only

When Christmas falls on any day other than Monday or Sunday, the period from noon on the preceding day shall be a holiday.

In addition to the above, a "Float Day" shall be provided. The Board in consultation with the Union will determine when the float day will be designated each year. In the event that Remembrance Day is proclaimed a School Holiday, that day will replace the float day.

b) "Qualifying Day" means all of an employee's last regularly scheduled work day or shift before the specified holiday or first regularly scheduled work day or shift after a specified holiday.

9.02 Time Frame

A holiday shall be considered as commencing at 12 midnight of the day preceding the holiday and ending 12 midnight on the holiday.

9.03 Compensation

If an employee is required to work on any holiday the employee shall be paid for work so performed at the rate of two (2) times (double-time) the employee's applicable hourly rate in addition to any holiday pay to which the employee may be entitled under section 9.04 or the employee may, at a time suitable to the Board, elect to take an extra day off in lieu thereof.

9.04 Conditions

1. An employee shall be paid at the employee's applicable hourly rate for the specified holidays listed in 9.01(a) provided that one of the following conditions exist;

a) the employee has worked both of the qualifying days;

- b) the employee is on a leave of absence with pay on either qualifying days;
- c) the employee is suffering from an illness or injury which requires the employee to be absent on either qualifying day, which absence is supported by a Physician's certificate to that effect, or;
- d) the day is one of the employee's regular days off.

2. An employee shall not be paid for the specified holidays if any of the following conditions exists:

- a) the employee is absent without permission on either qualifying day;
- b) the employee has been granted leave of absence without pay for such holiday;
- c) the employee has not worked in the thirty (30) day period immediately preceding such holiday and is not receiving sick leave pay; or
- d) the employee is absent due to illness or injury on either qualifying day and has failed to submit a physician's certificate upon the employee's return to work.

9.05 Part Time

Employees working less than full time hours per week shall be entitled to the specified holidays on a pro rata basis, based on hours of work.

9.06 Supply Employees ESA

Supply employees shall be entitled to public holiday pay in accordance with the *Employment Standards Act*.

Article 10 – VACATIONS

10.01 With Pay

All permanent employees shall be entitled to vacation with pay or the equivalent pay in lieu of vacation as follows:

- a) From the date of employ, continuous service to the first June 30th reached, 1-1/4 day/month* up to a maximum of 15 days.

As of that first June 30th, the employee is deemed to have completed the first year of service, regardless of the number of months employed. Subsequent years of service shall begin on July 1st and end on June 30th.

*In computing months of service, an employee is credited with a full month of service if at least ½ of the normal work days of that month are worked by the employee.

Subsequent entitlement based on number of full years service completed by June 30th of the vacation year:

b) 1 year but less than 9 years of service = 15 days or 6% pay in lieu of vacation
c) 9 years but less than 18 years of service = 20 days or 8% pay in lieu of vacation
d) 18 years but less than 25 years of service = 25 days or 10% pay in lieu of vacation
e) 25 years or more of service = 30 days or 12% pay in lieu of vacation
f) Supply employees will receive vacation pay in accordance with the <i>Employment Standards Act</i>

In case of employees who normally work ten (10) months per year, then ten (10) months shall be considered the equivalent of one (1) year of service.

10.02 Twelve Month Employees

Such vacation with pay shall be taken at a time mutually agreed upon provided:

- i) That the employee has made written application to the supervisor at least thirty (30) days in advance; and
- ii) Operations are able to continue in the employee's absence.

Seniority shall determine the choice of the time of vacations among the employees.

10.03 Payment in Lieu Of

The Board shall pay in lieu of a vacation with pay to all eleven month and ten month employees entitled to vacation a percentage of their bi-weekly gross wages on each earnings statement in accordance with Article 10.01.

10.04 Leave of Absence Without Pay

Ten and eleven month employees may request a leave of absence without pay for up to five (5) days during a school year. The Board may grant the employee's request if it was made in writing to the school Principal at least thirty days in advance, and in the school Principal's opinion, the efficiency of the school's operation would not be impaired by the granting of such application.

10.05 In Lieu of Statutory Holiday

If a holiday occurs while a twelve-month employee is on vacation for which holiday the employee would otherwise have been entitled to be paid, the employee shall be entitled to a day off with pay at a time mutually agreed to by all parties.

10.06 Illness

If during the employee's vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) days and such illness or accident is supported by a Physician's certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave, to the extent the employee has accumulated sick leave credits, and the employee shall be permitted to take the employee's vacation, or such portion thereof as was scheduled during the period when the employee was so incapacitated, at a later time acceptable to the employee and the Board.

10.07 Twelve Month Employees

During a twelve month employee's scheduled vacation, the employee will receive the regular straight time salary the employee would have received had the employee been at work on the regular pay date(s).

10.08 Pro Rata

Employees regularly required to work less than a regular full time work week shall be entitled to vacation with pay or a percentage paid in lieu of vacation on a pro rata basis, based on hours of work.

Article 11 – SENIORITY, JOB SECURITY, ON SITE REDUNDANCY, BOARD WIDE REDUNDANCY

11.01 Conditions

Seniority shall signify the period of employment at the Board as a permanent member of the bargaining unit regardless of classification.

The seniority date for supply employees entering permanent positions shall be calculated as follows:

Seniority Date = Permanent Hire Date – Seniority Adjustment

The Seniority Adjustment = total number of supply hours worked

Full-time equivalency

The seniority date cannot predate the original hire date.

The Union will be notified of all supply employees hired into permanent status. Upon request, the employee and/or the Union will receive the specifics of the calculation of the seniority adjustment.

A new employee shall be considered as a probationary employee for a period of sixty (60) days worked from the date of first commencing permanent employment with the Board.

The Union will be notified of any employee not passing probation or whose probation has been extended. There will be a meeting called for any employee not passing probation. The member will have the right to request Union representation.

When a probationer finishes the probationary period, the employee's seniority shall be from the first day worked.

Seniority is lost when an employee:

- a) resigns / retires;
- b) is discharged and is not reinstated through the grievance and arbitration mechanism;
- c) is laid off and does not work for the Board for at least twenty-four (24) consecutive months;
- d) fails to report to work without a reasonable explanation on the date and at the time specified in a notice of recall to work during a layoff. This written notice of return to work will provide the employee with seven (7) calendar days of lead time.
- e) decides not to return from a leave of absence on the prearranged return date, unless reasonable explanation is given for the late return.

11.02 Seniority Lists

- a. The Board shall maintain one master seniority list for permanent employees and one hire date list for supply employees and;

b. The Board shall maintain, eight (8) classification seniority lists to be used solely for the purpose of determining the needs by job classification sufficient to meet the needs of the schools:

- I. secretarial & clerical employees;
- II. library technicians;
- III. designated early childhood educators;
- IV. educational assistants,
- V. educational intervenors,
- VI. student support workers
- VII. lunchtime supervisors;
- VIII. lunchtime office support workers.

The list will show: name, job classification, location of permanent position, regular hours of work, seniority date, home address and phone number of each employee.

The Board shall maintain a supply list which shall show; the name, hire date, job classification, home address and phone number for each employee.

11.03 Posting of Seniority Lists

All seniority lists will be posted on September 30th, January 31st and April 30th which will include updated information as per Article 11.02.

A copy of each seniority list shall be provided to the President of the local Union in an electronic spreadsheet and shall be posted to the YCDSB Staff intranet, CUPE 2331 Conference, excluding employee contact information.

11.04 Job Security for Permanent Employees (Layoff and Recall Mechanism)

a. Permanent Secretarial and Clerical

System wide redundancy process will be determined by the Board annually. In all cases of layoffs, employees shall be laid off, in reverse order of their seniority on the applicable seniority list in accordance to Article 11.02b. The Board shall review the qualifications of its employees in order to retain sufficiently qualified employees that can fulfill the bona fide requirements of the position.

b) Library Technicians

System wide redundancy process will be determined by the Board annually. In all cases of layoffs, employees shall be laid off, in reverse order of their seniority on the applicable seniority list in accordance to Article 11.02b. The Board shall review the

qualifications of its employees in order to retain sufficiently qualified employees that can fulfill the bona fide requirements of the position.

c) Designated Early Childhood Educators

System wide redundancy process will be determined by the Board annually. In all cases of layoffs, employees shall be laid off, in reverse order of their seniority on the applicable seniority list in accordance to Article 11.02b.

d) Educational Assistants

System wide redundancy process will be determined by the Board annually. In all cases of layoffs, employees shall be laid off, in reverse order of their seniority on the applicable seniority list in accordance to Article 11.02b. The Board shall review the qualifications in order to retain sufficiently qualified employees that can fulfill the bona fide normal requirements of the job position.

Subject to the following:

- signing for students who are hearing impaired;
- specialized training to work with students who have visual impairments; eg. brailist
- food services;
- specialized training in complex medical procedures.

Seniority overrides will be mutually agreed to with the union. Such agreement will not be unreasonably withheld.

e) Educational Intervenors

System wide redundancy process will be determined by the Board annually. In all cases of layoffs, employees shall be laid off, in reverse order of their seniority on the applicable seniority list in accordance to Article 11.02b. The Board shall review the qualifications of its employees in order to retain sufficiently qualified employees that can-fulfill the bona fide normal requirements of the job position.

The parties agree to the following clarifications regarding Educational Intervenors:

1. Educational Intervenors whose assignment has ended will remain in the Educational Intervenor pool.
2. Educational Intervenors whose assignment has ended may post to Educational Assistant postings.

3. If the Educational Intervenor is unable to secure an EA position through the posting process they will then proceed as per Article 11.11. If they do not secure a position through Article 11.11 they will remain on recall until they are able to secure an EI or EA position.

4. Employees shall retain the right of recall for twenty-four (24) months after their last day of work.

f) **Student Support Workers**

System wide redundancy process will be determined by the Board annually. In all cases of layoffs, employees shall be laid off, in reverse order of their seniority on the applicable seniority list in accordance to Article 11.02b. The Board shall review the qualifications of its employees in order to retain sufficiently qualified employees that can-fulfill the bona fide normal requirements of the job position.

The parties agree to the following clarifications regarding Student Support Workers:

1. Student Support Workers with no hours of work may post for consideration to Educational Assistant or Educational Intervenor postings.- If the Student Support Worker is successful to an Educational Assistant or Educational Intervenor posting, they will be placed on the applicable seniority list of the new classification.

2. Student Support Workers unable to secure an Educational Assistant or Educational Intervenor position shall go on the recall list until they are able to secure a Student Support Worker, Educational Assistant, or Educational Intervenor position.

3. Employees unable to secure an Educational Assistant or Educational Intervenor position shall retain the right of recall for twenty-four (24) months after their last day of work.

g) **Lunchtime Office Support Workers and Lunchtime Supervisors**

In cases of layoffs, due to reduction in workforce, Lunchtime Office Support Workers and Lunchtime Supervisors shall be laid off in reverse order of seniority at their school.

11.05 Recall

- a) The Employer shall maintain and provide to the Union an electronic spreadsheet list of employees on recall.
- b) Employees on the Recall List are responsible for maintaining accurate contact information through the Board's Employee Self Service portal.
- c) Employees shall retain the right of recall for twenty-four (24) months after their last day of work.
- d) Subject to c) above, employees on recall shall retain seniority and permanent status.
- e) Regardless of classification, employees on the recall list shall be recalled in order of seniority to positions for which they are qualified to fulfill the bona fide requirements of the job. An employee recalled into a different classification, will serve the sixty (60) day

trial period. If the employee's performance during the trial period is not satisfactory, the employee shall be placed back on the recall list.

- f) Employees on recall may be offered available long-term assignments. Where this occurs the employees shall be paid in accordance with their permanent position and years of service at the job classification rate prior to layoff.
- g) Employees on the recall list will have the option to accept supply work and will be paid in accordance with their pre-layoff rate of pay.
- h) In the event that the most senior employee is unable to fulfill the normal requirements of the job or fails to report to it as specified in Article 11.01(d), it will be offered to the next most senior employee and so on.
- i) The Board shall be entitled to fill such jobs on a temporary basis while this recall process occurs.

11.06 Severance

Employees on the recall list may receive severance by surrendering their recall rights in writing.

Employees who elect to receive severance are entitled to severance pay in accordance with the *Employment Standards Act* as amended.

The Board shall inform the Union of the names of all employee(s) who surrender their recall rights and have elected severance pay.

11.07 Layoff – Right to Transfer

If an employee is not recalled to the classification the employee had before the layoff, the employee will be given the first opportunity to be transferred back to the employee's original classification when an opening occurs. Should the employee not wish to accept the transfer, the recall mechanism will continue, or the job will be posted if there are no employees with a right to recall for the position.

All employees with a right to recall for any position may apply for any posting for a job within the parameters of Article 1.02. Postings will be accessible through the Board's online recruitment system.

11.08 Layoff

No permanent employee shall be laid off while a probationary employee or supply employee, or a contract worker is employed at a job for which they are qualified to fulfill the bona fide requirements of the job at the time of layoff.

No probationary employee or supply employee or contract worker shall be hired or recalled for any job while an employee who is qualified to fulfill the bona fide requirements of the job remains laid off and is willing to return to work.

11.09 Layoff – Contracting Out

The Board will offer alternative employment with the Board to any employee who has at least two (2) years seniority if it proposes to layoff as a direct result of the Board contracting out any work.

11.10 Return to Bargaining Unit

Effective September 2019, any bargaining unit members who work in positions with the Board not covered by this Agreement, shall retain seniority for six(6) months. Their vacant positions shall be posted on a temporary basis until the conclusion of the six (6) months, at which point the positions will be posted as permanent.-

11.11 Annual Board Wide Redundancy for Permanent Employees

- A. School Secretaries, Designated Early Childhood Educators and Library Technicians
By no later than the third Friday of the school year, the Board will finalize its total staffing needs and where the number of employees in each classification exceeds the number of available positions in each classification board-wide, system layoffs will occur in accordance with Articles 11.02b and 11.04.

- B. Educational Assistants and Educational Intervenors
By the third Friday of October, the Board will finalize its total staffing needs and where the number of Educational Assistants and Educational Intervenors exceeds the number of available positions board-wide, system layoffs will occur in accordance with Articles 11.02b and 11.04.

11.12 Annual Board Wide Staffing for Permanent Employees

School Secretaries, Designated Early Childhood Educators and Library Technicians

By no later than the third Friday of the start of the school year the Board shall finalize its staffing needs at each school and keep by seniority, a number of qualified employees sufficient to meet such needs. Schools will be notified of their FTE allocation for the school year related to School Secretaries, Designated Early Childhood Educators and Library Technicians.

The remaining employees in these classifications will be declared excess.

Schools that experience an increase to FTE allocation for School Secretaries, Designated Early Childhood Educators and Library Technicians will have the jobs posted by the end of September in accordance to Article 12.

Any remaining vacancies will be made available to School Secretaries, Designated Early Childhood Educators and Library Technicians who are deemed excess at his/her school, the Board will conduct a Placement Day Meeting in mid-October for all employees who remain with no hours of work or whose hours have been reduced.

By seniority, employees shall be offered:

- a. to remain with the reduction of hours at their school;
- b. to select a job at Placement Day Meeting;
- c. the job of the least senior person in that job classification, that maintains a minimum number of hours that the employee had prior to the reduction of hours.

The employee displaced by c) above will be placed by the Board.

Following the Placement Day Meeting, any remaining open jobs up to and including March 31st shall be posted in accordance to Article 12

Thereafter, any vacant jobs will be filled by Long Term Occasional assignments until next school year's staffing process.

Educational Assistants

By no later than the third Friday of October the Board shall finalize its staffing needs at each school and keep by seniority, a number of qualified employees sufficient to meet such needs. Schools will be notified of their FTE allocation for the school year related to its Educational Assistant staffing needs at each school.

The remaining employees in this classification shall be declared excess.

Schools that experience an increase to FTE allocation for Educational Assistants will be posted by the end of the fourth week in October in accordance with Article 12.

Any remaining vacancies will be made available to Educational Assistants who are deemed excess at his/her school site. The Board will conduct a Placement Day Meeting by in early November for all employees who remain with no hours of work or whose hours have been reduced.

By seniority, employees shall be offered:

- a. to remain with the reduction of hours at their school;
- b. to select a job at Placement Day Meeting;

c. the job of the least senior person in that job classification, that maintains a minimum number of hours that the employee had prior to the reduction of hours.

The employee displaced by c) above will be placed by the Board.

Following the Placement Day Meeting, any remaining open jobs up to and including March 31st shall be posted in accordance to Article 12.

Thereafter, any vacant jobs will be filled by Long Term Occasional assignments until next school year's staffing process.

The Board shall provide a minimum of (2) weeks' notice of layoff to employees not placed.

11.13 Mid-Year Realignment for Permanent Educational Assistants Employees During School Year Only

By the third week of January the Student Services Department will advise the schools and the Union of any realignment of Educational Assistants based on each school's student needs.

In the event of an increase to FTE allocation for Educational Assistants, the positions will be posted by the end of the fourth week in January in accordance with Article 12.

In the event of a reduction of FTE allocation in the Educational Assistant classification, the reduction of hours will be applied to the least senior person in that classification subject to employees holding the necessary qualifications.

In the event of such change to allocation and/or reduction of FTE allocation, the employees shall be offered the option to:

- a. Remain with the reduction of hours at their school;
- b. Select a job at Placement Day Meeting;
- c. The job of the least senior person in that job classification, that maintains a minimum number of hours that the employee had prior to the reduction of hours.

The employee displaced by c) above will be placed by the Board.

Following the Placement Day Meeting, any remaining open jobs up to and including March 31st shall be posted in accordance to Article 12

Thereafter, any vacant jobs will be filled by Long Term Occasional assignments until next school year's staffing process.

Article 12 – JOB POSTING

12.01 Vacancies

When:

- i) a vacancy occurs in any job classification covered by this Agreement or
- ii) a new job classification covered by this Agreement is created by the Board, if it determines to fill such vacancy, will do so as follows:

A. For Permanent Vacancies

a) A full-time permanent position will be posted for five (5) working days setting forth the job responsibilities, qualifications and job requirements, the worksite and the rate of pay. Any employee, may apply by the specified closing date. Employees on probation will not be considered for permanent vacancies until they have successfully completed their probation period as per Article 11 unless the permanent position represents a promotion or an increase in hours. Probationary employees, except those who have been excessed in accordance with Article 11, who successfully post into a new location or job classification, will restart their probationary period.

b) A part-time permanent position will be filled as follows:

In the event that extra permanent hours of secretarial, clerical, library technician or educational assistant services are provided to a worksite/unit, the following shall apply: if the number of extra hours is less than 35 (as determined by Article 8.01) per week:

- 1) the extra hours will be assigned to employees at the worksite in the classification subject to seniority and scheduling restrictions, to allow the employees to top up to a full work week as defined in Article 8.01; or failing such,
- 2) the recall mechanism will be accessed; or failing such,
- 3) the posting mechanism will be accessed.

c) An employee who has been selected and fills a permanent vacancy may not apply to fill any other vacancy within the current school year (September – August) unless it represents a promotion or increase of hours.

B. For Temporary Vacancies

a) Any full-time temporary vacancy will be offered first by seniority to employees on the recall list with the qualifications to fulfill the bona fide duties of the position. If the vacancy is not filled in this way, it will be posted for five (5) working days. Permanent employees are not eligible to apply for temporary vacancies unless the temporary position represents a promotion or an increase of hours.

Any full-time or part-time vacancies that result from the above will be offered, by seniority, to employees on the recall list with the qualifications to fulfill the bona fide duties of the position. If the vacancies are not filled in this way, the Board may fill them with supply employees.

b) Part-time temporary hours will be filled as follows:

i) Top up hours offered to employees at the worksite in the same classification subject to seniority and scheduling restrictions, failing such;

ii) The hours will be offered by seniority to employees on the recall list with the qualifications to fulfill the bona fide duties of the position, failing such;

iii) The subsequent vacancy will be assigned to a supply employee.

12.02 Selections

a) Regardless of classification, the Board shall, select candidates for bargaining unit positions based on ability, knowledge, experience, training, skill and seniority of the applicant to do the job.

b) where skills, qualifications, experience and training are relatively equal between two (2) or more applicants, then their seniority shall govern.

If none of its existing permanent employees are qualified to fill a vacancy, the Board shall consider the supply applicants. If none are qualified to fill the vacancy, the Board may engage an employee from another source.

12.03 Trial Period

An employee transferred, promoted, or recalled to a new position shall serve a trial period of sixty (60) days worked. If the employee's performance during the trial period is not satisfactory, the employee shall be returned to a comparable position (in their former worksite/regional area) and the rate of pay shall be no less than they had prior to transfer or promotion.

12.04 Notification

The Board shall notify the local Union via electronic spreadsheet of all hiring, layoffs, decreases in FTE, recalls, filling of vacancies and new classifications pursuant to Articles 12.01 and 13.03, transfers, retirements, resignations, and terminations of employment.

Article 13 – WAGES

13.01 Schedules C, D, E and F

The wage rates payable by the Board to employees in the classifications established from time to time by the Board for the duration of this Agreement shall be as set out in Schedule "C," "D," "E" and "F" hereto, which said schedule forms a part of this Agreement.

In the event of an overpayment in wages, the Board will notify the Union and the employee as soon as possible to discuss and agree upon a repayment plan.

13.02 Temporary Reclassification

a. School Secretaries

When an employee temporarily performs the duties of a higher paying position, on a full time basis, for a minimum of five (5) consecutive working days with the authorization of the Superintendent of Human Resources or designate, the employee will receive the rate of pay for the position filled.

Such payment shall be retroactive to the first day of assuming the duties. Placement shall be at the level of the position and the year at which the employee performing the temporary replacement is currently placed.

When the higher position is outside the Bargaining Unit, the employee shall be placed on the salary schedule for the position filled at the rate agreed upon at the time of transfer. The employee shall be covered by all provisions of this Collective Agreement including Article 4 (check off of Union dues) during the period of temporary transfer.

b. Educational Assistants

When an Educational Assistant temporarily performs the duties of an Educational Intervenor, for a full day, they will receive the rate of pay for the Educational Intervenor position filled.

Such payment shall be retroactive to the first day of assuming the duties. Placement shall be at the level of the position and the year at which the employee performing the temporary replacement is currently placed.

c) When a higher position is outside the Bargaining Unit, the employee shall be placed on the salary schedule for the position filled at the rate agreed upon at the time of transfer. The employee shall be covered by all provisions of this Collective Agreement including Article 4 (check off of Union dues) during the period of temporary transfer.

13.03 Classification – Change

a) When the duties in any classification are materially changed during the term of this Collective Agreement, the rate of pay for the classification shall be determined in accordance with the Terms of Reference of the Joint Job Evaluation Committee.

b) When a new classification is established, the rate of pay shall be determined in accordance with the Terms of Reference of the Joint Job Evaluation Committee.

13.04 Reclassification – Lower Rate

When for any reason other than discipline or job security, it is necessary to assign an employee to a lower paying classification; the employee's current rate will be maintained for the balance of the school year in progress.

Article 14 – SICK LEAVE

14.01 Definition

Sick leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled because of an accident or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as "sickness").

Each employee, other than probationary or supply employees, will be allowed up to twenty-four (24) days sick leave credits per year on the basis of two (2) days per month of active service (as per the employee's normal workday).

14.02 Allowance-

If an employee is absent for any reason (other than being on vacation or leave of absence without pay or layoff – see Article 14.06) in any calendar month for more than ten (10) regular work days the employee shall be credited to the nearest half day with sick leave equal to twice the number of days the employee was at work divided by the number of regular work days in such month. The number of hours in a day of sick leave credit to which a regular part-time employee is entitled shall bear the same ratio as the number of hours the employee works in a day does to the number of hours in a regular full-time workday.

Upon completion of probation an employee shall be credited with sick leave on the basis of the foregoing but the employee shall not be paid for any sickness which occurred during probation.

The parties agree to meet to resolve any problems arising from the application of this clause.

14.03 Accumulation – Historical Language

If in the fiscal year (September to August) an employee has not used all the sick leave to which the employee was entitled, the employee shall be entitled to accumulate and carry forward such unused portion for use in future years provided that at no time shall the employee’s credited sick leave exceed two hundred and thirty (230) days.

14.04 Deduction & Credit / WSIB

a) If the employee is unable to work by reason of sickness for the under mentioned periods, then a deduction in the amount set opposite shall be made from the employee’s credited sick leave (if any):

Secretarial / Clerical / Library Technicians	
0 to 3.5 hours = .5 day	3.5 to 7 hours = 1 day
Educational Assistants / Educational Intervenors	
0 to 3 hours = .5 day	3 to 6 hours = 1 day
Lunch Time Supervisors / Lunch Time Office Support Workers	
0 to 45 minutes = .5 day	45 to 90 minutes = 1 day

b) In the event that an employee’s absence qualifies him/her for WSIB benefits, full wages will continue to be paid if pro rated sick leave credits are available to be deducted for the portion not covered by WSIB.

14.05 Physicians’ Certificate-Historical Language

The Board may require an employee to produce a Physician’s certificate to support an absence on account of sickness in excess of three (3) days and if it has expressly notified the employee, may require the employee to produce such a certificate to support an absence on account of sickness of any duration. The requested certificate will only be delivered to the Health and Wellness Coordinator. An employee must make every reasonable effort to notify the supervisor concerned of any absence due to sickness.

14.06 Sick Leave - Leave of Absence

While an employee is on a leave of absence without pay in excess of ten (10) days or is on layoff, the employee shall be entitled to sick leave in accordance with the Central Terms, Part A of this Collective Agreement.

14.07 Leave of Absence

Leave without pay or a period of up to two (2) years shall be granted to an employee who:

- a) is not entitled to sick leave but who is required to be absent by reason of sickness, or,
- b) is unable to return to work at the termination of the period for which sick leave was granted by of the employee's continued sickness provided such leave shall not prejudice the Board's right to discharge an employee because of frequent absences from work.

14.08 Record

The Board shall provide on each employee's portal, within the Board's Employee Self Service, the current amount of the employee's sick leave and balance.

14.09 Retirement Gratuity- Historical Language

If an employee:

- i) retires on an OMERS pension*
- ii) retires at any time on an OMERS disability pension, or*
- iii) dies*

the employee (or their estate as the case may be) shall be entitled to a gratuity calculated by multiplying the employee's normal rate of pay by fifty percent (50%) of the number of unused accumulated days of Sick Leave (not in excess of two hundred and thirty (230) days).

14.10 Part-Time

Employees required to work less than a regular full-time work week shall be entitled to sick leave on a pro rata basis, based on their hours of work.

Article 15 – LEAVES OF ABSENCE FOR PERMANENT EMPLOYEES

15.01 Compassionate Leave

The Board shall grant to an employee requiring leave from work by reason of a death in the employee's immediate family (spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparent or grandchild) five (5) working days with pay. The actual length of such leave shall be determined by the Board in accordance with the

circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

In the case of a sister-in-law or brother-in-law the actual length of such leave shall be determined by the Board in accordance with circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

15.02 Funeral

The Board shall grant up to one (1) day leave with pay to an employee to attend a funeral.

15.03 Jury Duty / Subpoena

An employee who is called for jury duty or is subpoenaed as a witness other than in the employee's own cause and who as a result thereof loses time from work shall receive for each day so lost the difference between the employee's applicable hourly wage rate and the jury or witness fee (other than any mileage fee) to which the employee is entitled for such day. The Board may require the employee to furnish a certificate of services signed by the Clerk of the Court before making any such payment.

15.04 Union Leave

a) Conventions / Seminars / Other Union Business

An employee elected or appointed to represent the Union at a conference, convention, seminar or other union business shall be granted a leave of absence, without loss of seniority and without pay, to attend the business for which the leave is requested, provided:

1. Such leave shall be requested in writing, to the Manager of Human Resources, at least two (2) weeks in advance (provided that in unusual circumstances the Board may waive such two (2) week requirement) identifying the period of the absence and attendee(s). Granting of the foregoing leaves may be withheld for reasons related to the requirement of operations but shall not be unreasonably withheld.
2. The Union recognizes that no more than six (6) employees may be absent at any given time.
3. The Union agrees that not more than eighty (80) person days per year, to a maximum of ten (10) working days per school year per employee, may be granted, with the exception of the Treasurer and the Union 2nd Vice President.
4. Absences for meetings called by the Board shall not count toward the calculation of the ten (10) working days per school year per employee or the eighty (80) person days per year.

Union release time as described in c) below shall not count towards the eighty (80) person days per year.

5. During such leaves, the employees will receive their regular remuneration and benefits from the Board and the Board shall invoice the Local Union for the costs incurred ie. salary and benefits of the absent employee. The Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice.

b) Union Release Time-President

Upon written request from the Union the Board shall approve the release of an employee to the position of Union President. Such request shall be submitted to the Manager of Human Resources, Support Services prior to June 1st for the following school year.

No sick leave shall be credited to such employee but any unused sick leave credits accumulated prior to such leave shall be available to such employee on resumption of full-time employment with the Board.

An employee returning from serving as the Union President shall be returned to the same position he/she held prior to being elected as President of the local. The employee displaced as a result of the former local President exercising their right to return shall also have the right to return to their previous position.

Alternatively, the former local President and their replacement may opt to place themselves on the Board's recall list.

The local Union shall pay the yearly salary and benefits of the employee, less \$6,000 per school year, representing an honorarium to the Union President. The Board shall administer such salary and benefits through the normal payroll process. The Union shall reimburse the Board within 30 days of receiving the Board's invoice.

c) Union Release Time – Treasurer, Vice-President/Chief Steward, 2nd Vice President

The Board shall release the Union Treasurer for a total of twenty-five (25) days per school year.

The Union's 2nd Vice President may be released for a total of ten (10) days per school year.

The Union 1st Vice President/ Chief Steward shall be released on a full time basis upon written request. The wages for the replacement of the 1st Vice President/ Chief Steward will be paid for by the Union.

d) Election Leave

The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office.

e) WSIB Representative

Where an employee in the bargaining unit is elected or appointed as CUPE WSIB representative, such an employee may submit a request for an unpaid leave of absence for up to two (2) years without pay and loss of seniority to the Manager of Human Resources, Support Services. Such a leave may be granted subject to the Board's operational needs but shall not be unreasonably denied. Where the Union requests that the Board administer the pay and benefits for the employee related to the leave, the Board will continue the salary and benefits in accordance with the appropriate Collective Agreement. On return from the leave, the employee will be placed in their previous position. The Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice.

f) Union Office

Any permanent employee who is elected or selected for a full-time position with the National or Provincial Union or Labour body with whom the Union is affiliated, shall be granted a leave of absence without pay and without loss of seniority, by the Board, for a period of two (2) years. On return from the leave, the employee will be placed in their previous position.

In an extension for the leave is requested, the Board may renew such leave on a yearly basis. On return from the extended leave the employee will be placed in a comparable position. Such extension shall be without pay and without loss of seniority.

15.05 Vacation Extension

An employee on application to the supervisor concerned shall be granted a leave of absence pay for up to four (4) weeks to be taken in conjunction with the employee's annual vacation provided:

1. such leave shall not be granted more than once every three (3) years,
2. such leave may be denied when in the opinion of the supervisor the absence of such employee and of other employees be reason of any leave, illness, accident or vacation would impair the efficiency of operation,

3. the application for such leave shall be made at least thirty (30) days in advance but this period may be abbreviated in unusual circumstances.

15.06 Family Assistance Leave

The Board may grant, through approval from the immediate supervisor and with a minimum of two weeks notice, except in extenuating circumstances, an employee up to three (3) days per school year paid leave of absence where the Board is satisfied that such time off is necessary to enable the employee to assist a member of the employee's immediate family (as defined in Article 15.01). The Board reserves the right to deny such time off for any reason including the requirements of operations.

15.07 Personal Business

1. The Board may grant, through approval from the immediate supervisor and with a minimum of two weeks notice, except in extenuating circumstances, leave without loss of pay, not to exceed two (2) days per school year, for the purposes of:
 - a. a dental or doctor's appointment
 - b. inclement weather, where the employee is unable to reach the place of employment because of impassable roads and is unable to attend at the worksite nearest their home
 - c. moving to a new place of residence
 - d. graduation
 - e. legal matters, including immigration hearings_
2. The Board may grant an employee an additional leave of absence without loss of pay for personal reasons. Such leave must be applied for at least two weeks in advance of the day of absence. Each employee shall be granted one day per school year.

15.08 Special Leave

a) The Board may grant a leave of absence without remuneration of up to one (1) year to an employee who requests the same in writing giving one (1) month's advance notice. This position will be filled as per clause 12.01 and 18.03 and identified as a temporary vacancy.

The employee shall inform the Board at least one (1) month in advance of the date of return. The employee shall be returned to the former position and/or school. Should this position or school have been declared redundant, the employee shall be given a position of comparable status to that which the employee left.

The Board shall continue the benefits for which the employee is entitled, provided that the full cost of said premiums shall be reimbursed to the Board by the employee.

b) The Board may grant an extension of the leave, for one (1) additional year to an employee who requests the same in writing giving one (1) month's advance notice. This position will be filled as per clause 12.01 and 18.03 and identified as a temporary vacancy.

The employee shall inform the Board at least one (1) month in advance of the date of return. The employee shall be returned to the former position and/or school if available. In not available, the employee will be subject to the regular staffing process. This leave shall not be granted more than once every three (3) years.

The Board shall continue the benefits for which the employee is entitled, provided that the full cost of said premiums shall be reimbursed to the Board by the employee.

15.09 Part-Time

Part-time employees required to work less than a regular full-time work week shall be entitled to paid leaves of absence on a pro rata basis, based on hours of work.

Article 16 - PREGNANCY LEAVE & PARENTAL LEAVE

16.01 *Employment Standards Act - Historical Language*

These leaves will be in conformity with Section 45-49 & 51-55 inclusive of the Employment Standards Act. (Included as Appendix A of this Agreement).

16.02 SUB Plan

Employees eligible for pregnancy leave may participate in the Board's SUB Plan. The Board will use the Employment Insurance benefits stub as presented by the employee to the Board to determine the amount the employee will receive. This amount is equal to the Employment Insurance benefit the employee receives for the two week waiting period.

16.03 Length

Employees eligible for pregnancy and/or parental leave will be granted a further leave of absence without pay for a total leave period not to exceed two (2) years provided a request in writing to that effect is submitted at least four (4) weeks before the expiry of the pregnancy and/or parental leave(s).

16.04 *Group Benefit Plans - Historical Language*

Employees wishing to maintain the Board's Group Benefit Plans during the extended leave of absence mentioned in clause 16.03 above may do so by including a statement to that effect with the request for the extended leave of absence without pay. In this event, the employee assumes the Board's share of premiums as well as the employee's share of premiums for each of the plans.

Article 17 – EMPLOYEE BENEFITS

17.01 Board Contribution- Historical Language

a) *The Board shall administer benefits and assume contributions to the plans listed below in the proportions specified, based upon full-time employment of employees eligible to enroll in such plans.*

b) *Employees who take benefits and experience a reduction in work hours less than 17.5 hours per week may continue to pay for benefits for the duration of the school year, or until their hours are increased to more than 17.5 hours per week, whichever comes first.*

c) *Employees actively working beyond age 65 will continue to be eligible for applicable Board benefits.*

<i>d) <u>Benefit Plans</u></i>	<i><u>Employer Premium</u></i>
<i>Extended Health Care (Medicare Supplement)</i>	<i>100%</i>
<i>Group Life Insurance*</i>	<i>80%</i>
<i>Accidental Death and Dismemberment Insurance*</i>	<i>80%</i>
<i>Dental Plan</i>	<i>80%</i>
<i>Long Term Disability Plan</i>	<i>Nil</i>

**Condition of Employment*

e) *The Board reserves the right to change employee benefit insurers or carriers at any time, providing that the benefits are equal or better.*

f) *For complete information regarding employee benefits please refer to the Board’s Web page: www.ycdsb.ca/employeeelinks;employeebenefits/ Employee Benefits Handbook.*

17.02 O.M.E.R.S.

The Board shall contribute on behalf of its employees as required by the Ontario Municipal Employee’s Retirement System (Basic Plan). See Appendix B (OMERS Contributory Earnings).

17.03 Board’s Contribution – July and August-

The Board shall contribute its percentage of contributions, for employees employed for ten (10) months or eleven (11) months, during the months of July and August for the benefit plans as contained in Article 17 herein. The employee’s percentage of contributions will be deducted in equal installments between April 1st and June 30th.

17.04 Illness – WSIB Claim - Historical Language

a) The Board will continue to contribute its share to the benefit plans mentioned in clause 17.1 for an employee who is covered by the provisions of the Workplace, Safety and Insurance Act for a period of one (1) year from the date of injury.

b) If an employee is absent through illness, the Board will continue to contribute its share to the benefit plans mentioned in clause 17.01 for a period of six (6) months beyond the expiration of the employee's sick leave or until notified by the employee within the six (6) month period that the employee does not wish to return to work.

c) Employees may opt to remain in the benefit program at their own cost if they:

i) are on an approved leave of absence, or

ii) have taken an early retirement option and choose to remain in the benefit program until age 65, and

iii) are laid off and remain on the recall list.

Article 18 – MISCELLANEOUS

18.01 Bulletin Boards

The Board shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Superintendent of Human Resources on such boards.

18.02 Travel Allowance

If an employee uses the employee's vehicle on Board business as authorized by the employee's supervisor, the employee will be reimbursed as per Board Policy - 808, Travel, Meals and Expense Reimbursement. Employees required to travel from worksite to worksite shall be paid a mileage allowance as specified above for the distance from worksite to worksite.

18.03 Technological Change

The Board agrees to notify the Union in advance, of any technological changes which would result in the loss of employment or layoff of any employee in the bargaining unit. The Board also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff. Any training required as a result of technological change will be provided by the Board.

18.04 Performance Evaluation

Employees shall be given at least three (3) days advance notice of a performance evaluation. No employee shall be evaluated by another bargaining unit employee and no employee will be required to evaluate his/her own performance.

Before an evaluation is placed in an employee's file, the employee may append comments to the evaluation.

18.05 Facilities

The Union may use Board facilities up to once per month for union business at no cost to the Union. This shall be requested through the Community Use of Schools. Meetings are to be held outside the school day.

18.06 Employee Records

a. Employment files maintained in the Human Resources Department shall be the only documents used in the making of any determination regarding an employee's employment. Access to an employment file may occur once per school year at a mutually convenient time. The employee may be accompanied by the Union President or Vice-President. Any copies of documents contained in the employment file must be made at the employee's own expense.

b. Documents of a disciplinary nature shall not be placed in an employee's file without the employee's knowledge. Any records of discipline and/or letters of expectation shall remain in the personnel file for no longer than twenty-four (24) months provided that there are no repeats of the same or similar incidents during this twenty-four (24) months. Any issues that the Board considers egregious shall be retained beyond the two (2) year period. The Board will notify the Union of any records of discipline and/or letters of expectation retained beyond the twenty-four (24) months.

18.07 Legal Costs

a. The Board may, at its discretion, which shall not be exercised in an unfair or unreasonable manner, reimburse an employee's legal costs where an employee has chosen to appoint their own legal counsel and has been acquitted of a criminal charge arising out of any act, error or omission that occurred during the performance of an employee's duties while employed at the Board.

b. The Board shall, if circumstances render it inappropriate for an employee to continue his or her duties, suspend an employee with full pay and benefits pending the disposition of an investigation. If an employee has legal restrictions that prevent attendance in the workplace, the Board may suspend the employee without pay until the restrictions are lifted.

18.08 Courier

Union representatives are entitled to distribute union literature through the use of the Employer's courier system to all members of the Union. Union literature shall not be in any way disparaging to the Board and its management.

The CUPE 2331 office will be added to one of the existing courier routes.

18.09 Work Site Access

The President or Vice President of the Union will be given access to worksites to meet with employees covered by this collective agreement during their meal or other scheduled breaks whether paid or unpaid. Where this occurs the Union will provide the Principal with 48 hours notice by email.

18.10 Seniority Tie Breakers

In the event that two employees have the same seniority date, and if required, a lottery will be held with the representative of the Board and the Union President or Vice President in attendance.

18.11 Communications

All correspondence between the Board and/or the Board's representatives, and the Union arising out of this agreement, shall pass between the Union President and the Board or representatives of the Board.

18.12 Staffing for Designated Early Childhood Educators

The Board will provide by October 15th each school year, enrolment numbers by school for Kindergarten classes

18.13 Job Descriptions

Within sixty (60) days of ratification of this Agreement, the Employer shall provide to the Union copies of job descriptions for all positions for which the Union is the bargaining agent as per Schedule B. Any changes that have occurred since the job descriptions were last sent to the Union shall be highlighted.

All approved job descriptions, shall be posted to the Board's CUPE 2331 conference site.

18.14 Professional Activity Days

One Professional Activity Day per school year, will include all permanent lunchtime supervisors and office support workers. This day will be determined by the Board annually. Lunchtime supervisors and office support workers will be paid in accordance with their regular work schedule.

18.15 Return to Work

Employees returning to work after an approved medical leave of absence will be required to provide medical documentation in accordance with Appendix C in the Central terms

If deemed necessary by the Board, or as requested by the employee, a return to work meeting will be arranged with all parties. The employee will be informed of their right to union representation.

18.16 School Secretary Inservices

The Board commits to providing a professional development session to all school based secretaries on an annual basis.

Article 19 – TERMINATION

19.01 Dates

This Agreement shall become effective September 1, 2019 and shall terminate at midnight on August 31, 2022.

19.02 Distribution of Agreement

The Employer will provide the Union with twenty-five (25) copies in booklet form

Article 20 – COURSE REIMBURSEMENT FOR PERMANENT EMPLOYEES

20.01 Board Contribution

The Board will pay fifty percent (50%) of tuition fee of a course offered through an accredited educational institution that is job related that an employee enrolls in, upon successful completion of the course.

In order for the employee to be eligible to receive reimbursement, the employee shall apply in writing and provide details of the cost and a course outline to the Board.

The Board shall have the right of approval or disapproval of the application of the employee.

Article 21 – NOTICE OF RENEWAL

21.01 Conditions

Either party hereto may require the other party to enter into negotiations for the renewal of the Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested. In the event such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Board shall not, except with the consent of the Union, alter the rates of wages, or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees, until the lapse of the appropriate period referred in Section 86(1) of the *Labour Relations Act* or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration shall be available during the period while the aforesaid prohibitions continue to force with respect to any grievance or policy difference arising with respect to said rates of wages or any other term or condition of employment or any right, privilege, or duty of the Board, the Union or the employees.

21.02 Notification – Names

Superintendent of Human Resources
York Catholic District School Board
Catholic Education Centre
320 Bloomington Road West
Aurora, Ontario L4G 0M1

President
C.U.P.E. 2331
8888 Keele Street, Unit 21
Concord, Ontario L4K 2N2

21.03 Notification – Effective

Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

Article 22 – EMPLOYMENT OF EDUCATIONAL INTERVENORS

22.01 Educational Intervenor Hire Process

Educational Intervenor are hired to a pool, and are placed into positions based on the best match for a particular highly exceptional student, and not by seniority within the bargaining unit. The Board shall provide to the Union an updated copy of the Educational Intervenor pool hire list when changes occur or upon request.

22.02 Requesting a Transfer

An Educational Intervenor who wishes to request a transfer for the upcoming school year shall inform the Board, in writing, by March 31st of each year.

22.03 New Assignment Date

By June 1st of each year, Educational Intervenor will be advised of their new assignment for the upcoming school year.

Article 23- RESOURCE TIME

Resource Time of 30 minutes per day, is to enhance and support the educational experience of students and for professional planning purposes only which will be provided to Educational Assistants, Educational Intervenor and Early Childhood Educators.

It is understood by all parties that Resource Time is to be worked at the school location and is not to be forfeited in order to shorten the length of the regularly scheduled workday.

Resource time shall be scheduled in one (1) thirty minute block or alternatively two (2) fifteen minute blocks according to the operational needs of the school.

SCHEDULES A AND A-1 – SECRETARIAL ALLOCATION

SCHEDULE “A”

ELEMENTARY SCHOOL SECRETARIAL ALLOCATION

PUPIL ENROLMENT	PROPOSED FORMULA (HRS)
0 - 349	35
350 - 499	52.5
500 - 549	55
550 - 649	60
650 - 699	65
700 - 799	70
800 - 899	87.5
900 - 949	90
950 - 999	95
1000 - 1049	122.5

SECONDARY SCHOOL SECRETARIAL ALLOCATION

PUPIL ENROLMENT	PRESENT FORMULA (FTE)
< 500	3
501 – 750	4
751 – 1050	5
1051 – 1350	6
1351 – 1650	7
1651 – 2000	8
2001 +	9

SCHEDULE B – JOB CLASSIFICATIONS

BAND	POINTS	JOB CLASSIFICATION
1	180 – 329	
2	330 – 379	General Clerk, Mail Room – Education Centre (<i>Mailroom/Warehouse Clerk-CEC</i>)
3	380 – 429	Clerk – Print Room
4	430 – 479	Senior Clerk – Purchasing (<i>Environmental Services</i>) Clerk <i>Environmental Services</i> Clerk – Maintenance (Accounts) Clerk – Facility Services Night School Secretary Summer School Secretary Receptionist-CEC
5	480 – 579	Program Secretary (<i>Instructional Services Secretary</i>) Clerk – Maintenance (Work Orders) General School Secretary – Secondary School School Secretary – Elementary School Secretary – <i>Alternative Education</i> Clerk – Accounts Payable (<i>formerly Accounting Clerk-Senior General</i>)
6	580-629	Guidance Secretary – Secondary School Attendance Secretary – Secondary School Program Secretary – Senior ISA Claims (<i>Secretary Assistive Tech and Resource Centre</i>) Senior Secretary – <i>Alternative Education</i>
7	630 – 679	Educational Assistant Library Technician – Elementary SASI - Secondary (<i>Maplewood Secretary</i>)

8	680 – 729	Secretary – Continuing Education Library Technician – Secondary <i>Secretary</i> Bursar – Secondary School Educational Intervenor Educational Assistant Brailist Accounting Clerk – Senior General Admissions Administrator
9	730 – 779	Single School Secretary – Elementary Senior School Secretary – Elementary Student Support Worker
10	780 – 829	Clerk – Head Accounts Payable Clerk – Head Expeditor Head Secretary – Secondary School

SCHEDULE C, D, E AND F – PAY SCALES

SCHEDULE “C”

Effective September 1, 2019

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
BAND 1	\$ 22.41	\$ 22.96	\$ 23.55	\$ 24.18
BAND 2	\$ 22.89	\$ 23.49	\$ 24.04	\$ 24.64
BAND 3	\$ 23.43	\$ 24.01	\$ 24.56	\$ 25.09
BAND 4	\$ 23.74	\$ 24.45	\$ 25.22	\$ 25.88
BAND 5	\$ 24.84	\$ 25.56	\$ 26.30	\$ 27.01
BAND 6	\$ 26.04	\$ 26.64	\$ 27.30	\$ 27.92
BAND 7	\$ 27.04	\$ 27.59	\$ 28.23	\$ 28.87
BAND 8	\$ 27.99	\$ 28.57	\$ 29.24	\$ 29.87
BAND 9	\$ 29.30	\$ 30.14	\$ 30.98	\$ 31.83
BAND 10	\$ 32.01	\$ 32.91	\$ 33.79	\$ 34.69

Effective September 1, 2020

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
BAND 1	\$ 22.63	\$ 23.19	\$ 23.79	\$ 24.42
BAND 2	\$ 23.12	\$ 23.72	\$ 24.28	\$ 24.89
BAND 3	\$ 23.66	\$ 24.25	\$ 24.81	\$ 25.34
BAND 4	\$ 23.98	\$ 24.69	\$ 25.47	\$ 26.14
BAND 5	\$ 25.09	\$ 25.82	\$ 26.56	\$ 27.28
BAND 6	\$ 26.30	\$ 26.91	\$ 27.57	\$ 28.20
BAND 7	\$ 27.31	\$ 27.87	\$ 28.51	\$ 29.16
BAND 8	\$ 28.27	\$ 28.86	\$ 29.53	\$ 30.17
BAND 9	\$ 29.59	\$ 30.44	\$ 31.29	\$ 32.15
BAND 10	\$ 32.33	\$ 33.24	\$ 34.13	\$ 35.04

Effective September 1, 2021

	YEAR 1	YEAR 2	YEAR 3	YEAR 4
BAND 1	\$ 22.86	\$ 23.42	\$ 24.03	\$ 24.66
BAND 2	\$ 23.35	\$ 23.96	\$ 24.52	\$ 25.14
BAND 3	\$ 23.90	\$ 24.49	\$ 25.06	\$ 25.59
BAND 4	\$ 24.22	\$ 24.94	\$ 25.72	\$ 26.40
BAND 5	\$ 25.34	\$ 26.08	\$ 26.83	\$ 27.55
BAND 6	\$ 26.56	\$ 27.18	\$ 27.85	\$ 28.48
BAND 7	\$ 27.58	\$ 28.15	\$ 28.80	\$ 29.45
BAND 8	\$ 28.55	\$ 29.15	\$ 29.83	\$ 30.47
BAND 9	\$ 29.89	\$ 30.74	\$ 31.60	\$ 32.47
BAND 10	\$ 32.65	\$ 33.57	\$ 34.47	\$ 35.39

SCHEDULE "D"

Designated Early Childhood Educators

	September 1, 2019	September 1, 2020	September 1, 2021
Letter of Permission	\$ 19.76	\$ 19.96	\$ 20.16
Qualified 0 yrs experience	\$ 21.44	\$ 21.65	\$ 21.87
Qualified 1 yrs experience	\$ 23.08	\$ 23.31	\$ 23.54
Qualified 2 yrs experience	\$ 24.72	\$ 24.97	\$ 25.22
Qualified 3 yrs experience	\$ 26.37	\$ 26.63	\$ 26.90
Qualified 4+ yrs experience	\$ 28.02	\$ 28.30	\$ 28.58

SCHEDULE "E"

Lunchtime Supervisors / Lunchtime Office Support Workers

	September 1, 2019	September 1, 2020	September 1, 2021
Lunchtime Supervisors and Lunchtime Office Support Workers	\$ 14.49	\$ 14.63	\$ 14.78

SCHEDULE "F"

Supply Employee Pay Scales

	September 1, 2019	September 1, 2020	September 1, 2021
Supply Educational Assistant	\$ 27.04	\$ 27.31	\$ 27.58
Supply Secretary	\$ 24.84	\$ 25.09	\$ 25.34
Supply Library Technician	\$ 27.04	\$ 27.31	\$ 27.58
Supply ECE	\$ 21.44	\$ 21.65	\$ 21.87

Memorandum of Settlement

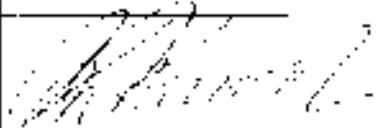

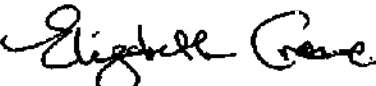


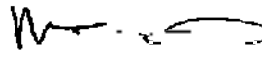
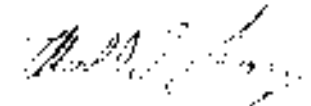
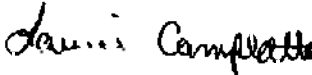
Between
York Catholic District School Board
(the Board)



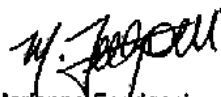

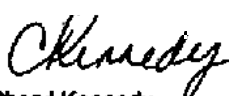
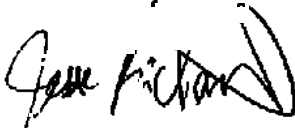
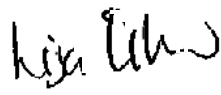

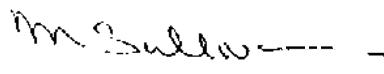
and

Canadian Union of Public Employees and its Local 2331
(the Union)

These changes and the understandings reached between the parties, subject to errors and omissions, shall form the 2019-2022 Collective Agreement.

DATED AT King City, ON the 28 day of January, 2020.

For the Board:	For the Unit and Agents of the Bargaining Unit
 Maria Marchese Chair of the Board	 Ryan Culpepper National CUPE Representative
 Elizabeth Crowe Trustee	 Mary DiFederico President, CUPE 2331
 Nancy Di Nardo Associate Director	 Maryanne Comisso Vice President/Chief Steward, CUPE 2331
 Michael Gray Superintendent of Human Resources & International Education	 Laurie Campeotto Negotiating Team Member

 Tina D'Acunto Superintendent of Education		 Toni Iafrate Negotiating Team Member
 Marianne Fedrigoni Superintendent of Education: Exceptional Learners		 Lucie Papulkas Negotiating Team Member
 Cheryl Kennedy Manager of Human Resources		 Jesse Richard Negotiating Team Member
 Lisa Cilia Compensation Specialist		
 Ed Lavor Secondary Principal		
 Maureen Sullivan Elementary Principal		

LETTERS OF UNDERSTANDING

#1 Joint Health & Safety Committee

The parties agree that a Joint Health and Safety Committee has been established in accordance with the *Occupational Health and Safety Act*. C.U.P.E. 2331 shall be represented on the Joint Health and Safety Committee.

#2 Volunteers

A volunteer is a person who serves without remuneration and shall not be used to perform the duties of any York Catholic District School Board employee.

Y.C.D.S.B. co-operative education students are not considered to be volunteers for the purposes of this letter of understanding.

Any issues arising out of the use of volunteers will be dealt with in Labour/Management meetings.

#3 Working Conditions

The parties agree to the following clarifications regarding certain working conditions:

1. Any banking done by Board employees, with respect to Board business, is part of the employee's normal work and time should be provided during the normal work day for this purpose.
2. If employees are required to deposit correspondence in the mail, sufficient time should be provided during the normal working day for this purpose.
3. Employees are not expected or required to transport students in their personal vehicles.
4. Employees are not expected or required to identify or check pupils who are suspected of being infested with pediculosis (head lice).
5. Employees are not expected to administer medication to pupils, with the exception of Educational Assistants and Education Intervenors who administer medication to students with special needs.
6. Educational Assistants and Educational Intervenors will be provided with qualified training if medication or medical procedures are to be administered to students with special needs.

7. Secretarial employees will not be left in a school without a principal, vice principal, teacher in charge or designate.

#4 Self-Funded Leave

The parties agree to the following terms for the provision of a self-funded leave for CUPE Local 2331 members:

1. The Board may grant leaves of absence of one year to CUPE 2331 members on the basis of one of the following Plans 1 or 2:

Plan 1 – spreading 4 years’ salary over 5 years (hereinafter called “Plan 1”) on the following terms and conditions:

or

Plan 2 – spreading 3 years’ salary over 4 years (hereinafter called “Plan 2”) on the following terms and conditions:

2. Any employee who has completed at least five (5) years’ active service for the Board may apply to participate in such Plan;
3. An employee wishing to participate in such Plan shall apply in writing to the Manager of Human Resources, on or before May 31st to participate in the Plan commencing the following September 1st;
4. The Board shall consider applications for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to employees with longer service.
5. Each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:
 - i) In the case of Plan 1 – in each of the four (4) years of the Plan commencing September 1st next following approval, the employee shall be paid 80% of the salary to which the employee is otherwise entitled;
 - In the case of Plan 2 – in each of the three (3) years of the Plan commencing September 1st next following approval, the employee shall be paid 75% of the salary to which the employee is otherwise entitled;
 - ii) In the case of Plan 1 – the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the

rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In case of Plan 2 – the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

iii) In the case of Plan 1 – the leave of absence shall commence on the September 1st of the 5th year from the commencement of the employee's participation in the Plan;

In the case of Plan 2- the leave of absence shall commence on the September 1st of the 4th year from the commencement of the employee's participation in the Plan;

iv) During such school year of the leave of absence the Board shall pay the employee all the funds accumulated pursuant to ii) and interest earned in accordance with the foregoing either in a lump sum or in instalments on a bi-weekly basis;

v) The employee shall be responsible for all contributions to OMERS (ie. both employee and employer) and the employee will be responsible for arranging with the Board the payment of all premiums for benefit plans (ie. both employee and employer);

vi) Subject to any other provisions of the Collective Agreement, on the employee's return from the leave the employee shall be reinstated to a position considered comparable to that held at the commencement of the leave;

vii) During such leave, the employee's seniority shall accumulate but will not be regarded as continuous service;

viii) The employee shall not be entitled to any sick leave credits during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;

ix) An employee laid off or who leaves active employment with the Board while participating in the Plan must withdraw there from. The employee shall then be paid within sixty (60) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;

x) Permission to withdraw from the Plan will be solely at the discretion of the Board;

xi) In an employee dies, retires, is dismissed or otherwise leaves active employment with the Board while participating in the Plan, the employee's personal representative, in the event of the employee's death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, or leaving, as the case may be.

#5 General School Supervision Committees

Within sixty (60) days of ratification of this Collective Agreement, and thereafter every August, the Board will communicate to Principals, through a system memo, contractual obligations and rights regarding supervision for CUPE 2331 members.

#6 Protected Compliment as of November 1st, 2019

Elementary and Secondary Secretaries - 206.5

Clerical - 26

Educational Intervenors - 89* (Subject to the parties meeting to reach consensus on the protected compliment FTE and the Union exercising it's right to file a central dispute on this matter.)

Educational Assistants - 431.5

Designated Early Childhood Educators - 175

Library Technicians - 24.5

Lunch Time Supervisors / Lunch Time Office Support Workers - 398

Student Support Workers - 15

LETTERS OF INTENT

#1 Work Week

The Board will make every attempt to assign work to employees as per the regular work weeks. Work assignments different from the regular work week (part-time) will occur only when the needs of the system so dictate. These part-time assignments are the exception to the rule.

This is in conformity with the Board's management rights as contained in Article 2 of the Agreement.

#2 Educational Assistants

The York Catholic District School Board endorses the use of Educational Assistants, as a special education support service, to assist the Teacher with the implementation of education, in its schools.

Since it is the goal of the Board and the members of the bargaining unit to provide students with the best possible educational opportunities, the following commitments/principles have been agreed to:

a) The Board is committed to ensuring that the workload assigned to Educational Assistants is fairly and equitably distributed. Assignments given to Educational Assistants in each school will be reviewed by the Superintendent of Education (Schools) with the Principal when discussing the organization of the school,

and

b) in the event that an Educational Assistant has a concern regarding an assignment, the Educational Assistant is encouraged to discuss the issue with the Principal first, and if still unresolved, access the grievance procedure as per the Collective Agreement,

and

c) as a special education support service, Educational Assistants will be afforded the opportunity, at the school level, to provide input and/or express concerns on issues that affect their role as a support service.

#3 Educational Assistant and Educational Intervenors

When Educational Assistant(s) or Educational Intervenor(s) are requested by the Principal to attend a meeting with parents regarding a student with special needs, or an orientation session, that is outside the regular work day, and such request is approved by the Superintendent of Exceptional Learners, the Educational Assistant(s) or Educational Intervenor(s) shall be paid for such time at their regular rate of pay, subject to Article 8.03

#4 Amalgamations

In the event the Board merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 2331, shall be maintained until a final determination is made under the Ontario Labour Relations Act as to the proper representation of the combined group.

#5 Attendance Support Program

The Attendance Support Program is non-disciplinary. Throughout the Board's Attendance Support Program, bargaining unit employees will be notified in writing of their right to request local union representation. The Union will be notified in writing of any employees entering into the Attendance Support Program.

#6 Liability Insurance

Bargaining-unit employees performing their professional duties and obligations within the scope of their employment, including medical procedures and toileting, shall be covered by the Board's insurance provider through the Ontario School Boards' Insurance Exchange (OSBIE).

Bargaining unit employees shall perform medical procedures in compliance with Ministry and Board policies and procedures.

Each school year, the Board shall post on the Board's intranet site CUPE 2331 conference site a presentation highlighting the Board's insurance policy that may be accessed by bargaining-unit employees.

#7 Parent Interviews

DECE'S participating in Parent interview evenings shall be entitled to lieu time as determined by the Board.

#8 Scope

During bargaining, the Union raised an issue concerning the inclusion of the currently exempt positions into the bargaining unit.

The parties agree to refer the issue of the potential inclusion of the above stated positions into the bargaining unit (and, in the case of each position, if it is to be included, which Articles of the Collective Agreement would apply to it) to Jesse Nyman for mediation and, if necessary, binding arbitration.

The Board agrees not to raise an estoppel argument at arbitration. The Union agrees to seek no retroactive remedy whatsoever arising from the inclusion of the positions into the bargaining unit as a result of this mediation and arbitration process.

#9 Shutdown Period

The ability of twelve-month employees in the bargaining unit to take earned vacation shall not be affected by shut-down periods, including any introduction or expansion of

shut-down periods. If the Board intends to implement a shut-down during the life of the collective agreement, such matters will be brought to Labour Management Committee for discussion.

#10 Specialized Educational Worker

The Board will implement a new job classification which shall be within the scope of the bargaining unit and in accordance with this Letter of Intent. To staff this classification, the Board will develop a selection process in which qualified applicants of the bargaining unit may apply. If there are not sufficient internal applicants that meet the qualifications, the Board will hire external applicants. The Board will make best efforts to maintain a roster that will meet the complex needs of our students.

The qualifications for such bargaining unit positions will be determined by the Board based on the bona fide requirements for the classification. The Board reserves the right to amend the qualifications for the classification based on students' needs.

Employees will be hired into a roster and will be placed into available positions, as determined by the Board, based on the best match with respect to student exceptionalities and needs. For clarity, the placement of employees into such permanent positions will not be based on seniority within the bargaining unit or job classification. The Board will hire qualified staff with the relevant professional experience to the roster in accordance with students' needs.

Working Conditions:

Hours of Work

- a) The regular work week for the Specialized Educational Worker is thirty-five (35) hours worked in five (5) consecutive days, Monday through Friday, with no split shifts as adapted to the needs of the student.
- b) Specialized Educational Workers will receive resource time of 30 minutes per day, which may be distributed in two fifteen minute blocks.
- c) Specialized Educational Workers can be reassigned to other students, as well as to general supervision duties, when their student(s) are absent.
- d) The regular work year for the Specialized Educational Worker shall be 199 days for elementary and secondary.
- e) Specialized Educational Workers are responsible for their assigned students throughout the instructional day, including recesses and their student(s)' lunch hour. Employees in this job classification, must consider the needs and well being of their

students which may necessitate flexibility to the scheduling of the employee's lunch and breaks as per Article 8.02.

f) Specialized Educational Workers will be paid at Band 8 of Schedule B of this Agreement.

g) Specialized Educational Workers shall be included in the master seniority list per Article 11.02a.

Employees hired into this job classification may be relocated or transferred to any school location as required. The duration of any such assignment at a school location will be based on students' needs. Where no such assignment exists, the employee may be subject to lay off. The Board reserves the right to place the employee into any long term occasional or supply assignment until they can be reassigned under this Letter of Intent. If the employee is placed into either of these assignments, the permanent pay rate will be protected.-

The Board has the right to contract out work to meet the complex needs of our students. Such work contracted out as of the date of ratification, which cannot be performed by bargaining unit employees, shall continue to be contracted out. Any employee deemed qualified by the Board and placed on the Specialized Educational Worker roster will be considered for placement prior to the Board contracting out.

When the Board contracts out, the Board will make best efforts to replace the contract worker with a qualified bargaining-unit employee as expeditiously as possible.

YCDSB is committed to open communication and a transparent process in regard to the contracting out of work that may be considered bargaining unit work. No bargaining unit work shall be contracted out without prior consultation with the Union. Issues regarding the Board's right to contract out work, may be brought forward for discussion at the Labour-Management Committee in accordance with Article 5.01 of the collective agreement.

#11 Supply Work

Within thirty (30) days of ratification of this Agreement, the Board will meet with the Union President and Vice President/Chief Steward to discuss best practices regarding the assignment of supply work.

#12 Eligibility- Gratuity

No employee joining the Board after October 1st, 1978, will be eligible for gratuity on retirement.

#13 Historical Language

During local bargaining for the September 1, 2019 to August 31, 2022 Collective Agreement, the Board and the Union agree that the following contract provisions from Part B, do not have any force or effect, and therefore do not form part of the collective agreement:

- Article 14.03/05/09 - Sick Leave
- Article 16- Pregnancy Leave and Parental Leave 16.01, 16.04
- Article 17.01/17.04 - Employee Benefits

The YCDSB General Liability Insurance Policy, carried with the Ontario School Boards' Insurance Exchange (OSBIE), provides comprehensive protection in the best interest of member school boards, providing coverage for instances such as:

- Personal Injury Liability
- Property Damage Liability
- Incidental Professional and Malpractice Liability
- Environmental Impairment Liability
- Errors and Omissions Liability
- Non-owned Automobile Liability
- Premises and Operations Liability
- Products and Completed Operations Liability
- Tenants Legal Liability
- Blanket Contractual Liability

Those who would be insured (*protected*) by this policy include the following:

Any statutory officer, elected or appointed official, appointed committee member, including a member of a recreation committee recognized by statute, fiduciary, trustee, employee*, volunteer worker, school council member, chaperone or member of the YCDSB or a similar governing body while acting within the scope of his or her duties on behalf of the Named Insured (*YCDSB*) and not to limit the meaning of the foregoing, while they are participating in trips or tours arranged by them for students of the Named Insured if such trips or tours have been approved by the Named Insured.

Coverage under this policy applies to the Board for operations as permitted by the Education Act, and to other insured (*named above*) when acting on behalf of YCDSB within the scope of duties, responsibilities, and authority as designated by YCDSB at any time anywhere in the world.

* Employee would include Educational Assistants and Intervenors

YCDSB Contact:
Budget/Insurance Coordinator
905-713-1211 ext. 12481

APPENDIX B – O.M.E.R.S. Definition of Contributory Earnings (For Information Only and Non Grievable)

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

Contributory earnings must include all regular recurring earnings as follows:

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

- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value or provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.