

**COLLECTIVE  
AGREEMENT**

**Between**

**Toronto District School Board**

**And**

**Local 4400,  
Canadian Union of  
Public Employees**

**UNIT D**

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

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

#### **C3.1 Term of Agreement**

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

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

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

#### **C3.3 Amendment of Terms**

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

#### **C3.4 Notice to Bargain**

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

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

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

## **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

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

### **C4.1 Statement of Purpose**

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

### **C4.2 Parties to the Process**

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

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

#### **C4.3 Meetings of the Committee**

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

#### **C4.4 Selection of Representatives**

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

#### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

- a) **Dispute Resolution**

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

- b) **Not Adjudicative**

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

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

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

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

- b) The Crown shall have the following rights:

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

#### **C4.7 Referral of Disputes**

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

#### **C4.8 Carriage Rights**

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

#### **C4.9 Responsibility to Communicate**

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

#### **C4.10 Language of Proceedings**

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

#### **C4.11 Definition of Dispute**

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

#### **C4.12 Notice of Disputes**

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

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

#### **C4.13 Referral to the Committee**

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

#### **C4.14 Timelines**

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

#### **C4.15 Voluntary Mediation**

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

- c) Timelines shall be suspended for the period of mediation.

#### **C4.16 Arbitration**

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

#### **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

### **C5.1 Eligibility and Coverage**

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

### **C5.2 Funding**

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

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

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

b) Funding amounts:

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

Funding will be made retroactive to September 1, 2019.

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

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

### **C5.3 Cost Sharing**

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.

- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

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

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

#### **C5.6 Benefits Committee**

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

#### **C5.7 Privacy**

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

### **C6.00 SICK LEAVE**

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

##### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

**“Casual Employees”** means,

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

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

**“Fiscal Year”** means September 1 to August 31.

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

**a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

### **Employees on Long-Term Supply Assignments**

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

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

#### **Permanent Employees**

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

### **Employees on Long-Term Supply Assignments**

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

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

### **d) Eligibility and Allocation**

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

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

#### **Permanent Employees**

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their

regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short-term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

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

### **Employees on Long-Term Supply Assignments**

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

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

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

### **e) Refresh Provision for Permanent Employees**

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

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

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

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

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

**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

#### **h) Proof of Illness**

##### **Sick Leave Days Payable at 100%**

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

##### **Short-Term Disability Leave**

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

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

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

**i) Notification of Sick Leave Days**

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

**j) Pension Contributions While on Short Term Disability**

**Contributions for OMERS Plan Members:**

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

**Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

**I) Sick Leave to Establish EI Maternity Benefits**

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

## **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any

agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

**C7.6 Without Prejudice or Precedent**

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

**C7.7 Cost of Labour Relations Meetings**

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

**C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

**C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

## **C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

### **Negotiations Committee**

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

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

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

### **C12.1 Family Medical Leave or Critical Illness Leave**

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

### **Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB

Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

### **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

### **C14.00 SPECIALIZED JOB CLASSES**

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

## **APPENDIX A**

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

## **APPENDIX B**

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

### **Other Retirement Gratuities**

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

## **APPENDIX C - MEDICAL CERTIFICATE**

### **PART 1**

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ VVVV</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ VVVV</p> <p>Signature _____ Date _____</p> <p>Employee ID: _____</p>	<p><b>Dear Health Care Professional,</b></p> <p>please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p> <p>_____</p> <p>Telephone No: _____</p>
<p><b>Employee</b></p> <p><b>Address:</b></p> <p>_____</p>	<p><b>Work Location:</b></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*):

<b>Lifting from Waist to Shoulder:</b> <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> ):	<b>Stair Climbing:</b> <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"/> <b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ): <b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):		
<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of ( <i>please specify</i> ):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit to: _____ Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>COGNITIVE (if applicable)</b>				
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <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. <b>(Complete Part 2)</b>			
<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
<b>PART 3 – Confirmation and Attestation</b>				
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>				
I confirm all of the information provided in this attestation is accurate and complete:			<input type="checkbox"/>	
<b>Completing Health Care Professional Name:</b>				
(Please Print) _____				
<b>Date:</b> _____				
<b>Telephone Number:</b> _____				
<b>Signature:</b> _____				

\* “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 (See Part B – Local Terms – Article Q.4)**

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 (See Part B – Local Terms – Appendix D Part IV)**

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 (***For local Superior provisions see Part B – Local Terms – Article Q and Appendix B-1***) 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 (See Part B – Local Terms – Appendix D Part VI or Article R)**

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 (See Part B – Local Terms – Appendix D Part V)**

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 (See Part B – Local Terms – Article S.13)**

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

### **RE: Job Security: Protected Complement**

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

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

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

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

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

## **LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Education Worker Protection Fund**

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

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

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

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

## APPENDIX D

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

### Notes:

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

## **LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**RE: Professional Development**

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

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

## **LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

# **LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

## **PREAMBLE:**

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

## **I. MANDATE OF THE COMMITTEE**

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

## **II. DELIVERABLES**

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

## **III. MEMBERSHIP**

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

to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

#### **IV. CO-CHAIR SELECTION**

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

#### **V. OTHER**

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

## **LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

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

## **LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**RE: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

Michelle Flaherty  
Kathleen O'Neil  
Bram Herlich  
Graham Clarke

# **LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

## **RE: Ministry Initiatives**

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Provincial Working Group – Health and Safety**

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

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

## **LETTER OF UNDERSTANDING #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Training**

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

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

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

Topics the training program will address are the following:

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

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

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

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

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

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Additional Professional Activity (PA) Day**

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

## **LETTER OF AGREEMENT #15**

**BETWEEN**

**The Canadian Union of Public Employees  
(Hereinafter “CUPE”)**

**AND**

**The Council of Trustees’ Associations  
(Hereinafter the “CTA/CAE”)**

**RE: Pilot Project on Expedited Mediation**

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

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

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

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

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

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

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

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

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

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

- Any relevant documentation.

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

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

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

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

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

### **Expedited Arbitration**

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

This Letter of Agreement expires August 31, 2022.

**HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY**

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

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

### **1.0.0 PRINCIPLES**

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

### **2.0.0 GOVERNANCE**

#### **2.1.0 Board of Trustees**

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 CUPE employee representatives and 4 employer representatives, including the Crown. The Board of Trustees will include among its members 2 independent experts, 1 appointed by the employer representatives and 1 appointed by the employee representatives. CUPE will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
  - a. Be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the union, the Boards, the CTA and the Crown;
  - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
  - c. Be accredited from one of the following fields: actuarial science, law or accounting; or in lieu of such affiliation hold the Certified Employee

Benefit Specialist (CEBS) designation; and have demonstrated experience with employee benefit plans.

2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

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

### **3.0.0 ELIGIBILITY and COVERAGE**

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

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

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

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

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

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

3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial

establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

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

#### **4.0.0 FUNDING**

##### **4.1.0 Start-Up Costs**

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.

4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.

4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Boards.

4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

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

#### **4.2.0 On-Going Funding**

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.  
Total Cost excludes retiree costs.  
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.
    - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
  - c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
    - i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates

for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 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, 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 (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).

## **CUPE – PART B: LOCAL TERMS**

### **ARTICLE A – DEFINITIONS**

- A.1 “Employer” means the Toronto District School Board.
- A.2 “Union” means the Local 4400, Canadian Union of Public Employees (D).
- A.3 A “Union Representative” means an Employee designated by the Union and/or recognized under the provisions of the Collective Agreement.
- A.4 “Predecessor Board” means, The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.
- A.5 “OMERS” means, Ontario Municipal Employees Retirement System.
- A.6 “Employee” or “Employees” in this Agreement, unless clearly specified as otherwise, shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Article C.
- A.7 “Part-time Employee” means an Employee in a job classification identified in Appendix A-2.
- A.8\*\*\* “Temporary Employee” means an Employee employed on an intermittent or seasonal basis.
- A.9\*\*\* “Student” is an Employee enrolled full-time in a secondary or post-secondary school.
- A.10 A paid running lunch is defined as a period of time intended for lunch purposes not exceeding thirty (30) minutes in total during which time the Employee is available for service purposes.
- A.11 “Working Days” as it applies to timelines in the Collective Agreement, shall be Mondays – Friday inclusive, excluding Holidays unless otherwise specified.
- A.11.A-SG “Working Days” for Employees in classifications identified in Appendix A-2 and A-4 as it applies to timelines in the Collective Agreement, shall include Saturday, Sunday and statutory holidays.
- A.12 “Spouse” includes a common-law partner of the same or opposite sex.

A.13 "Parties" shall be as defined in A.1 and A.2 above.

A.X- SG "Supply Employee" means an Employee in a job classification identified in Appendix A-4 employed on an as needed or on call basis.

## **ARTICLE B – PURPOSE**

B.1 It is the purpose of this Agreement:

B.1.1 to establish and maintain mutually satisfactory relations between the Employer and the Union;

B.1.2 to set forth the terms and conditions of employment for Employees in the Union;

B.1.3 to provide prompt and equitable disposition of grievances;

B.1.4 to encourage efficiency in operations;

B.1.5 to promote a co-operative and harmonious relationship between the Employer and its Employees.

## **ARTICLE C – RECOGNITION**

C.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Employees employed by the Toronto District School Board to carry out the functions of caretaking, operational landscaping, fleet services, stockkeeping, warehousing, operational maintenance, driving activities labourer, and security, save and except forepersons, assistant supervisors, persons above those ranks, co-op students, Security Group Leaders and any Employees covered by another bargaining unit.

C.1.1 The Employer may employ persons in the role of Acting Team Leader or Acting Supervisors or in the role of assisting Team Leaders or Supervisors. For the purposes of clarity, such persons are not excluded from this bargaining unit.

C.1.2 The use of the word "supervisor" is meant to refer to those individuals who exercise managerial functions, or are employed in the confidential capacity, within the meaning of section 1(3)b of the Ontario Labour Relations Act, 1995, as amended from time to time and includes Security Group Leaders, and persons in job classifications in salary schedule II, grade level 7 and above.

**\*\*\* = NOT applicable to Security Guards**  
**SG = Provisions applicable to Security Guards Only**

## **ARTICLE D – MANAGEMENT RIGHTS**

- D.1 The Union recognizes that it is the right of the Employer to exercise the generally recognized regular and customary functions of management and to direct its working forces. The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement.

## **ARTICLE E – UNION SECURITY**

- E.1 The Employer agrees to deduct from the pay of each Employee to whom any pay is due in that pay period, an amount equal to their regular Union dues, initiation fees, and/or assessments, if any, which shall be levied on a uniform basis on all Employees in the bargaining unit. The Union will notify the Employer in writing of the amount of such dues or assessments from time to time.
- E.1.1 All dues or assessments so deducted shall be remitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which such deductions are made together with a list of the names of all Employees from whose pay dues or assessments were so deducted. The list will also include the Employee's job title(s), earnings, hours worked and dues deducted if any for the Employee's position(s) within the bargaining unit.
- E.2 The Union shall indemnify and save the Employer harmless from any claims, suits, attachments, and any forms of liability as a result of such deductions authorized by the Union.
- E.3 All Employees covered by this Agreement, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. New Employees of the Employer covered by this Agreement, shall become members in good standing in the Union within ten (10) working days of first being continuously employed by the Employer.
- E.3.1 Notwithstanding anything contained in Clause E.3 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- E.4 The Employer shall show the total amount of Union dues and assessment paid during the previous calendar year on the T4 slip of each Employee.
- E.5 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

**\*\*\* = NOT applicable to Security Guards**  
**SG = Provisions applicable to Security Guards Only**

- E.5.1 In addition, the Employer agrees to provide a Union representative an opportunity to meet with new Employees within the first three (3) weeks of employment to acquaint the new Employee with the duties, responsibilities and rights of Union membership.

## **ARTICLE F – NO CESSATION OF WORK**

- F.1 The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Labour Relations Act.
- F.2 In the event of a strike by other employees of the Board, no Employee covered by this Collective Agreement shall be required to perform any duties normally and regularly performed by those other employees of the Board.
- F.2.1 This shall not preclude participation of the Employee in duties associated with student safety, neither does this preclude the Employee from continuing to perform the duties of his/her position that would normally be assigned.

## **ARTICLE G – RELATIONSHIP**

### **Union Activity**

- G.1 There shall be no solicitation of membership in the Union organization, or collection of Union monies, or any Union activity that interrupts the work of an Employee in the workplace during the hours of employment except as hereinafter expressly permitted by this Agreement or with the permission of the person designated by the Employer.

### **Permits**

- G.2 The Employer shall grant a permit, in accordance with the Board's Permit Policy, for use of its facilities and premises to allow for purposes of Union meetings without permit fee and without additional costs to the Employer.

### **Bulletin Boards**

- G.3 The Employer will provide bulletin board space for the posting of Union notices, provided all such notices are signed by a responsible officer of the Union and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld, every effort will be made within two (2) working days to process such requests.

\*\*\* = NOT applicable to Security Guards  
SG = Provisions applicable to Security Guards Only

- G.3.1 It is understood that, notwithstanding the above, approval will not be required from the Employer for the posting of Union notices of general or executive meetings and social events which are not contrary to Board policy and/or the Collective Agreement

### **Correspondence**

- G.4 All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, and if so requested by the Union, to its Vice President(s) in electronic format. In addition, all grievance related correspondence shall also be forwarded to the Grievance Officer in electronic format. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union and Vice President(s), and of any changes from time to time.
- G.5 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.
- G.6 Union representatives are entitled to distribute Union literature through use of the Employer's courier system to all members of the Union. Mailings shall be batched by location before being put in the Employer's courier system by the Union.

### **Board Policy, Agendas and Minutes**

- G.7 The Employer shall continue to post the newly approved Board policies electronically on its intranet site.
- G.8 The Employer shall make available to the Union one (1) copy of the Board's public session and Standing Committee Agendas and public session and Standing Committee minutes at the same time as they are circulated to the Trustees.

### **Employee Information**

- G.9 In October and February each year the Employer will forward in electronic form to the Recording Secretary of the Union a list showing each Employee's name, home address, phone number (if available) and Employee number. The Parties will endeavour to use the Employee number on all correspondence respecting the Employee.

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**SG = Provisions applicable to Security Guards Only**

## **Change of Information**

- G.9.1 The Employer will provide the Union, on a quarterly basis, in electronic format, with a list of the names and addresses, and Employee number of Employees newly hired (permanent or temporary), on leave, including type of leave, or terminated as a result of resignation, retirement or death and Employees on layoff with recall rights.

## **ARTICLE H – REPRESENTATION**

- H.1 No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union. At such meetings an elected or appointed representative shall be the spokesperson.

### **Labour Management Committee**

- H.2 A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Employer. The Committee will not discuss matters that are currently part of negotiations or which are the subject of formal grievances under the Grievance Procedure.
- H.2.1 The Committee shall be equally comprised of up to five (5) Employer representatives and up to five (5) representatives who are members of the bargaining unit. Meetings will be held at mutually agreed upon times with a minimum of ten (10) meetings per calendar year. By mutual consent, the parties may reduce the number of meetings per year.
- H.2.2 Minutes of each meeting of the Committee shall be prepared by the Employer and two (2) copies provided to the Union one (1) week prior to the next Committee meeting.
- H.2.3 The Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

### **Negotiations Committee**

- H.3 At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee composed of five (5) bargaining unit members. No deduction from the regular pay of such Employees will be made for attendance at such meetings with the Employer's representatives held during the Employee's regular working hours. The Union has the right to have up to an additional five (5) members, including Union Officers, on the Negotiating Committee at no cost to the Employer.

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SG = Provisions applicable to Security Guards Only

- H.3.1 Upon seventy-two (72) hours notice to the Employer, members of the Negotiating Committee may access the Union's negotiations prep bank to prepare for negotiations and will be paid by the Employer for their regularly scheduled hours of work at their regular rate of pay. The bank shall be established at a level of six hundred (600) hours during the term of this Agreement. It is understood that release for preparation shall be for not less than half (½) a shift (i.e. morning or afternoon). Additional leaves of absence, without pay, for the Negotiating Committee to prepare for negotiations may be granted by the Employer. Approval will not be unreasonably withheld.

### **Stewards' Committee**

- H.4 The Union may appoint or otherwise select up to forty (40) Stewards.
- H.4.1 The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected and the jurisdiction of each Steward. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur. Absence from Work for Stewards, Members of Committees and Union Officers.

### **Absence from Work for Stewards, Members of Committees and Union Officers**

- H.5 A Steward, member of a Committee or a Union Officer shall not leave his or her assigned duties without first obtaining permission from the appropriate supervisor as designated by the Employer. A Steward may be permitted to temporarily leave the workplace for investigating a grievance and related meetings with the Employer. A Steward, member of a Committee or Union Officer may be permitted to temporarily leave the workplace for meetings with the Employer. Permission will be subject to operational requirements but will not be unreasonably withheld.

### **Investigating Grievances**

- H.5.1 "Investigating a grievance" shall mean that the Steward may make sufficient inquiry in order that the grievance may be presented and, if possible, resolved at the informal stage of the grievance procedure (if any) and the first meeting after the written grievance has been filed. It is understood that any full investigation of the grievance for the purposes of arbitration will not occur during a period when the Steward or other Union Official is being paid by the Employer.
- H.5.2 Any abuse of the privilege of "investigating a grievance" may result in the Employer withholding permission for the Steward or the Union Official to leave work but the Steward may still attend the meetings stipulated in Article I as the Union representative. The Union may grieve the

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Employer's withholding permission by the Employer and the duration of such withholding.

- H.5.3 The Steward, member of the Committee or Union Officer shall also advise the designated supervisor of the time he/she expects to be absent from work and shall notify that designated supervisor if unable to return to work at the expected time. The Steward, member of Committee or Union Officer will also notify the designated supervisor when he/she returns to work.
- H.5.4 Where a Steward, Committee Member or Union Officer is permitted to be temporarily absent from his/her regularly scheduled hours of work, he/she shall receive his/her regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside his/her regular hours of work unless agreed upon by the Employer.
- H.5.5 It is understood the past practices of the Employer, predecessor Boards and the Union prior to September 1, 1999 in granting permission shall not be relevant or binding on the Employer or the Union.
- H.5.6 This provision shall not affect, in any way, time granted off under Board policies, programs, procedures or in respect of statutory requirements.

### **Representation for Return to Work, Accommodation or Harassment**

- H.6 Employees may be represented by a Union Steward, a Union representative who is a member of the Union's Executive on Union leave, or one of six (6) representatives appointed by the Union from any CUPE 4400 Bargaining Unit, to a maximum of one (1), on matters related to Return to Work and Accommodation, and to a maximum of two (2) on matters related to Harassment. The Union shall notify the Employer, in writing, of the names of the six (6) appointed representatives that have been selected. The Employer shall not be required to recognize any such representatives until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- H.6.1 Subject to Article H.6, an Employee may have one (1) Union representative present at a return to work meeting arranged by the Employer to facilitate a return to work with medical restrictions and the Employee will be so notified.

### **Pay Equity/Classification Committee**

- H.7 The parties shall establish a Joint Pay Equity/Classification Committee composed of four (4) Employer and four (4) Union representatives to:

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- (i) develop a gender neutral comparison system;
- (ii) determine rates of pay for restructured and new jobs within the Bargaining Unit; and
- (iii) review existing Pay Equity Plans applicable to Employees in Unit D, and to develop a single Pay Equity Plan applicable to the Unit D Bargaining Unit; and
- (iv) develop a process for the joint ongoing maintenance of Pay Equity which will include the review and determination of rates of pay for new and significantly changed job classifications.

H.7.1 When meetings are held during an Employee's working hours, no loss of pay will result from their attendance at the Joint Pay Equity Committee.

H.7.2 Failing resolution through the Joint Committee, outstanding disputes shall be referred to either a Review Officer of the Pay Equity Commission or through the grievance procedure of the Collective Agreement, but not both.

### **C.U.P.E. National Representatives and/or Consultants**

H.8 The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) when meeting with the Employer in matters arising out of this Collective Agreement. The Union shall advise the Employer when the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) has been requested.

## **ARTICLE I – GRIEVANCE PROCEDURE**

I.1 Should a dispute arise between the Employer and an Employee, or the Union, regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the manner as described in this Article.

I.2 It is the mutual desire of the parties that the complaints of Employees shall be resolved as quickly as possible. It is understood that an Employee has no grievance until he/she has first given his/her appropriate Supervisor the opportunity of resolving his/her complaint. The Employee may request the assistance of a Union representative. If an Employee has a complaint he/she

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shall discuss it with his/her appropriate Supervisor within twenty (20) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employee. The Supervisor shall give his/her response to this complainant within seven (7) working days following this discussion.

## **Step 1**

- I.3 In the event that the Supervisor is the Manager of the function/location, the grievance may proceed to Step 2 with the agreement of the parties.
- I.4 If the reply of the Supervisor is not satisfactory to the Employee concerned, then it may be taken up as a grievance within seven (7) working days of the response of the Supervisor and referred to the Manager of the appropriate function/location or designate. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon, and shall be dated and signed by the Employee and/or Union representative. The Manager of the appropriate function/location or designate, will hold a meeting with the grievor and up to two (2) Union representatives within ten (10) working days of receipt of the grievance. The Manager of the appropriate function/location or designate may request the attendance at the meeting of any other person(s). The Manager of the appropriate function/location or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting.

## **Step 2**

- I.5 Failing satisfactory resolution of the grievance at Step 1, the Union may refer the grievance to the appropriate designated management representative within seven (7) working days of the written response of the Manager of the appropriate function/location or designate. The appropriate designated management representative or designate, will hold a meeting with up to two (2) Union representatives within ten (10) working days of receipt of the grievance. The grievor may attend such meeting. The appropriate designated management representative or designate may request the attendance at the meeting of any other person(s). The appropriate designated management representative or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting. The Employer shall notify the Union of the appropriate designated management representative.

## **Arbitration**

- I.6 Failing satisfactory resolution of the grievance at Step 2, the Union may refer the grievance to a board of arbitration, as provided for below, at any time within twenty-one (21) working days of the written response of the appropriate designated management representative;

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- I.6.1 Such referral shall be made in writing to the person designated by the Employer.
- I.6.2 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third person to act as Chair chosen by the other two (2) members of the Board. If they are unable to agree on the appointment of a Chair, either nominee may request the Minister of Labour to make such an appointment.
- I.6.3 The parties may agree in writing to refer the matter to a single arbitrator instead of to a Board of Arbitration. If the parties are unable to agree on the appointment of the arbitrator, either party may request the Minister of Labour to make such appointment. The parties recognize that it is desirable that the single arbitrator be selected and the hearing be scheduled as expeditiously as possible.
- I.6.4 No person may act as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance except where both parties are agreeable to mediation by the arbitrator or arbitration board.
- I.6.5 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the parties. This does not preclude either party from proceeding to expedited arbitration under the Labour Relations Act.
- I.6.6 The arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- I.6.7 The decision of the board of arbitration or sole arbitrator shall be final and binding. A majority decision of a board of arbitration shall be final and binding but, if no majority decision is given, the decision of the Chairperson shall be final and binding.
- I.6.8 Each party shall bear the expense of its own nominee and the parties will share equally the expenses of the single arbitrator or the Chair of the arbitration board. Each party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the party calling the witness.

### **Group Grievance**

- I.7 Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, within twenty (20) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employees, signed by each Employee and/or Union representative, to the person designated by the

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Employer. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon. The grievance shall then be treated as being initiated at Step 2 under this Article and the applicable provisions of this Agreement shall apply with respect to the treatment of such grievance.

## **Policy Grievance**

- I.8 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement which could not be grieved as an individual grievance under paragraph I.2, or a group grievance under paragraph I.7, the Union shall have the right to file such a policy grievance within twenty (20) working days after a Union steward or any officer of the Union became aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon.
- I.9 A claim by an Employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure within twenty (20) working days after the date of discharge or after written notice of termination has been provided to the Employee and the Union whichever is later.
- I.9.1 A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
- I.9.1.1 Confirming the Employer's action: or
- I.9.1.2 Such other arrangement as is acceptable to the parties or as is determined to be just and equitable by the arbitrator or arbitration board pursuant to the provisions of the Labour Relations Act.
- I.10 Where no written response has been given within the time limits specified in this Article, the grievance may be submitted to the next step of the Grievance Procedure, including arbitration.
- I.11 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement (to be confirmed in writing) to extend them.
- I.12 No adjustment under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed under this Article or presented to the Employer, or if applicable, the date of the

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alleged violation, providing it does not exceed the time limits set out in this Article.

- I.13 Any grievance instituted by the Employer shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance shall specify the circumstances giving rise to the grievance, identify the provisions of the Collective Agreement alleged to have been violated, and the remedy sought. Two (2) representatives of the Union shall meet with the Executive Superintendent of Employee Services or designate and other Employer representatives, as required within ten (10) working days after receipt of the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred by either party to arbitration as provided in this Article.
- I.14 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE J – PERSONNEL FILES**

- J.1 Employees may, upon written request to the person designated by the Employer, review their personnel file. The Employee may be accompanied by a Union representative. Such review must be made in the presence of a member of the Employee Services staff at a time, during normal business hours, that is mutually arranged between the Employee Services staff and the Employee concerned.
- J.1.1 Employees shall be able to obtain copies of the content of their personnel file.
- J.2 It shall be the responsibility of each Employee to promptly update any changes in their personal information including employee address and phone number in the Board's online system.
- J.2.1 Any notice, with the exception of notice of termination, required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the Employee at the last address or board email according to the records of the Employer.
- Notices for termination required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the Employee at the last address according to the records of the Employer.

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J.3 Upon written request to the person designated by the Employer from an Employee on whose record a disciplinary notation of less than five (5) days' suspension has been placed, and after the completion of eighteen (18) months wherein no additional disciplinary notations have been placed on the Employee's record, such disciplinary notation shall not be the basis for further disciplinary action and such notation will be removed from the Employee's file.

Upon written request to the person designated by the Employer from an Employee on whose record a disciplinary notation of five (5) days' suspension or greater has been placed, and after the completion of two (2) years wherein no additional disciplinary notations have been placed on the Employee's record, such disciplinary notation shall not be the basis for further disciplinary action and such notation will be removed from the Employee's file.

J.3.1 Notwithstanding clause J.3, a notation of discipline for an act of physical or sexual harassment and/or abuse of a student which has not been rescinded through the grievance or arbitration procedure, may be kept in the Employee's file for up to five (5) years. After five (5) years the notation of discipline and, all related notations, shall be removed from the Employee's file. Once removed from the Employee's file, the notation of discipline and, all related notations shall be destroyed or placed in a confidential sealed file kept in a secure place separate from the Employee's personnel file by the Employer. In addition, the existence of the sealed file shall not be referenced in the Employee's personnel file. The Employee shall be informed in writing whether the file is to be destroyed or sealed. The names of Employees with sealed files shall be kept confidential to the Executive Superintendent of Employee Services. If placed in a sealed file, the record may not be accessed unless otherwise required by law.

J.3.1.1 Notwithstanding the foregoing, if as a result of the notation of discipline for an act of physical or sexual harassment and/or abuse of a student, which has not been rescinded through the grievance or arbitration procedure, the Employer has imposed conditions of employment governing the nature of the Employee's interaction with students, which have not been rescinded through the grievance or arbitration procedure, when the notation of discipline is removed after five years as described above, a separate record containing only such condition(s) of employment, as may still be reasonably required, may be retained in the Employee's personnel file, subject to grievance and arbitration with respect to whether such condition(s) is still reasonably required.

J.4 When an adverse report is placed in the Employee's personnel file, the Employee may make a written reply to such report. The reply shall be attached to and filed with the adverse report. No response from the Employer does not imply agreement to the Employee's reply. Any discipline, which has

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not been altered during the grievance and arbitration procedure or by agreement of the parties, shall not be affected by the foregoing.

## **ARTICLE K – DISCIPLINE AND DISCHARGE**

- K.1 No Employee shall be discharged or disciplined without just cause and such cause shall be provided in writing to the Employee with a copy to the Recording Secretary of the Union and the designated Union Representative.
- K.2 Any Employee covered by this Agreement, called before Management to be interviewed concerning any matter that might reasonably be anticipated to result in disciplinary action to the Employee, shall have the right to two (2) representatives designated by the Union present. Where feasible, forty-eight (48) hours notice is to be given and Union representatives must be present.

## **ARTICLE L – PROTECTION AGAINST HARASSMENT AND DISCRIMINATION**

- L.1 There shall be no discrimination by the Board, the Union or any of its members against any Employee because of membership or non-membership in any lawful Union or by reason of filing of a grievance.
- L.2 Both the Employer and the Union agree there shall be no discrimination against any Employee in accordance with the Toronto District School Board's Human Rights Policy, as amended from time to time and/or because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability in accordance with the Human Rights Code, RSO 1990, as amended from time to time.

### **Personal Harassment**

- L.3 The Employer shall make reasonable efforts to ensure that Employees are free from harassment in the workplace.

### **Violations**

- L.4 Any alleged violation may be dealt with pursuant to the procedures in the Code, and/or the grievance and arbitration provisions of this Agreement. Where an alleged harasser is the person who would normally deal with the initial step of the grievance procedure, the grievance will automatically be sent forward to the next step.

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## **ARTICLE M – HEALTH AND SAFETY**

### **First Aid Kits**

- M.1 First aid kits shall be supplied by the Employer in all Board vehicles and in all work sites, and properly maintained.
- M.1.1 Kits shall also include vinyl and latex gloves and disposable personal protection devices for artificial respiration.
- M.2 The Employer recognizes its obligations under the Occupational Health and Safety Act, RSO 1990, c.01, as amended from time to time. A Joint Health and Safety Committee will be established in accordance with the Act, which shall include representatives from the Union.
- M.3 The Parties confirm that there will be a minimum of three meetings with three employer representatives, up to three unionized employees, as selected by the security union members with in the security department and three union representatives within 30 days of ratification for the purposes of reviewing issues raised in the 2019-2020 round of bargaining with respect to Security Guards
- M.4 The Parties confirm that there will be a committee with a minimum of three meetings, comprising four union representatives and four employer representatives to discuss the transportation of fuel.

## **ARTICLE N – PROBATIONARY PERIOD**

- N.1 All new Employees, excluding Temporary Employees, hired in a position which is regularly scheduled for a period of greater than ten (10) hours per week shall serve a probationary period of six (6) months of service actively performing the essential duties of the job and will have no seniority rights during that period.
- N.2 All new Employees, excluding Temporary Employees, hired in a position which is regularly scheduled for a period of ten (10) hours or less per week shall serve a probationary period of two hundred and sixty (260) hours of service actively performing the essential duties of the job and will have no seniority rights during that period.
- N.3 During the probationary period the Employer shall have the right to discipline, demote, discharge or lay off a probationary new Employee and such probationary new Employee shall have recourse to the Grievance Procedure. It is understood by the parties that, for the purposes of the above, a lesser

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standard will apply to a probationary Employee than to an Employee who has completed their probationary period.

## **ARTICLE O – SENIORITY PROVISIONS**

The following transitional language applied only for Seniority Lists B and C.

\*\*\*[Note: Transitional Provision: The Employer shall provide the seniority list to the Union within forty-five (45) days of the date of ratification or by order of the OLRB and in any event, the Employer agrees not to implement common job postings, layoffs, or transfer provisions until it has provided the seniority list to the Union.

*\*\*\*The Union shall advise the Employer in writing of any objections to the initial Lists within forty-five (45) days of receipt of the Lists. The parties shall meet within ten (10) days to discuss any dispute with respect to any Employee's seniority standing or any of the information contained on the Seniority Lists. In the event the parties are unable to resolve such matter, the Employee or the Union may file a grievance with respect of that matter within ten (10) working days of the conclusion of the meetings referred to herein.*

*\*\*\*Any Employee for whom no written objection is raised shall have their seniority date confirmed as stated on the first Seniority Lists. The Employee may raise an objection to his/her placement on the Seniority Lists any time prior to the completion of the second seniority list and such objection will be addressed either at that time or in accordance with clause O.5. However, the Employee will not be entitled to rely on such objection for the alteration to the Seniority Lists during the period prior to the conclusion of the second seniority lists.]*

O.1\*\*\* Seniority shall be the date on which an Employee was last hired to a period of continuous service with the Board and/or predecessor boards. Persons who are hired or post into the bargaining unit after June 8, 1998, shall have seniority from the date hired into the bargaining unit.

O.1.1-SG Security Guards on Appendix A-1 effective June 21, 2010, seniority shall be the date on which an Employee was last hired to a period of continuous service with the board and/or predecessor boards

Security Guards on Appendix A-2 effective June 21, 2010, shall retain their CUPE C seniority date.

Security Guards who are hired or post into the bargaining unit after June 21, 2010, shall have their seniority from date hired into the bargaining unit.

O.2 For the purposes of paragraph O.1, or O.1.1. continuous service shall be deemed to be continuous where service was broken because:

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- O.2.1 the temporary work to which the Employee had been assigned ceases during the school year and resumes the same school year;
- O.2.2 the Employee was not actively at work during regular school vacation periods; or
- O.2.3\*\*\* the Employee has, after June 5, 1998, left his/her position for another position within a CUPE bargaining unit with the Employer but returns to the bargaining unit prior to the end of a four year period;
- O.2.3.1-SG for Security, the Employee has, after June 5, 1998, left his/her position for another position with the Employer but returns to the bargaining unit prior to the end of a four (4) year period;
- O.3 Any new Employee will have no seniority rights during the probationary period of employment. After successful completion of the probationary period, an Employee's seniority will date back to the day on which the Employee's continuous service began.

### **Seniority Lists**

- O.4 Seniority lists will be revised as of the first business day every January and July and a copy of the lists will be given to the Union in electronic form forthwith and no later than January 31 and July 31. A copy of such lists will be made available for review in electronic form at each work location.
  - O.4.1 The Board shall maintain three (3) separate seniority lists as follows:
    - O.4.1.1 List A shall include all permanent Employees who hold positions which are regularly scheduled for a period of greater than thirty (30) hours per week and twenty-five (25) hour matrons;
    - O.4.1.2 List B shall include all permanent Employees who hold positions which are regularly scheduled for a period of thirty (30) hours or less per week and all temporary and seasonal Employees.
    - O.4.1.3\*\*\* List C shall include students employed during the school vacation period.
  - O.4.2 An Employee transferring from List B to List A after the signing of the memorandum of settlement dated May 20, 2005 shall not be entitled to rely on seniority accumulated as a List B Employee for the purposes of Layoff, Recall or Job Posting and Promotion process.
    - O.4.2.1\*\*\* An Employee transferring from List C to List A or B after the signing of the memorandum of settlement dated May 20, 2005 shall not be

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entitled to rely on seniority accumulated as a List C Employee for the purposes of Layoff, Recall or Job Posting and Promotion process.

O.4.3 Seniority lists shall contain the Employee's name, seniority date, job classification, wage classification, coded work location, scheduled hours of work per week, and work year. Seniority lists provided to the Union shall include the Employee's work location and Employee number. The Parties will endeavour to use the Employee number on all correspondence respecting the Employee.

O.5 The parties shall meet within thirty (30) calendar days to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained in the seniority list. The Employee shall have thirty (30) calendar days to raise an objection to their seniority date. Any Employee for whom no objection is raised shall have their seniority date confirmed as stated. In the event that the parties are unable to resolve such matter, the Employee or the Union may file a grievance in respect of that matter within ten (10) working days of the conclusion of the meetings referred to herein.

### **Loss of Seniority**

O.6 Unless otherwise provided in this agreement, seniority shall terminate and termination of employment shall be confirmed when an Employee:

O.6.1 quits for any reason;

O.6.2 is discharged and is not reinstated through the grievance or arbitration procedure, or otherwise;

O.6.3 has been absent from work without permission for more than five (5) consecutive working days without a reasonable excuse;

O.6.4 has been laid off and subsequently notified by registered mail of recall to work and fails to return to work on the date of recall unless:

O.6.4.1 the Employee notifies the designated representative of the Board within five (5) days of the scheduled date of recall that he/she is intending to return to work; and

O.6.4.2 the Employee is unable to report to work because of legitimate illness and furnishes evidence of such illness or because of other reasonable cause;

O.6.5 has been on lay-off for a period of twenty-four (24) consecutive months; and

O.6.6 fails to return to work immediately upon the expiration of a leave of absence without reasonable cause.

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- O.6.7 has been on a deemed unpaid leave for a period of twenty-four (24) consecutive months and that there is no likelihood of return to work within a reasonable time frame.
- O.7 Seniority is transferable amongst CUPE 4400 bargaining units for Employees who are being accommodated either for compensable injuries or other disabilities, as defined by the Human Rights Code, provided that they cannot be accommodated in their own bargaining unit.
- O.8-SG Supply Employees shall not accrue seniority nor shall they be covered by the Seniority Provisions of this Agreement.

## **ARTICLE P – POSTING AND PROMOTION PROCESS**

- P.1 Where it is determined that a vacancy exists for job classifications identified in Appendix A-1 it shall be posted for at least seven (7) calendar days on the Employer's electronic and/or telecommunications systems. The Employer may elect not to advertise those vacancies in the same classification immediately resulting from filling a currently advertised position. A copy of the posting shall be emailed to the Recording Secretary of the Union at the same time as it is posted. Following the posting of a position, the successful applicant will be advised of the appointment within twenty (20) working days from the close of the posting.

There shall be no postings during the months of July and August except for the week prior to the start of the new school year.

Clarity Note: For the purpose of this clause, a vacancy shall include, but not be limited to, Courier and Logistics routes, Bus routes, schools and work sites.

- P.1.1 Twenty (20) hour part time cleaners/caretakers on Appendix A-2 shall have the ability to bid in September of each year laterally for 20 hour part time cleaner vacancies and at one (1) additional time in the year provided there are vacancies.

- P.1.1.1\*\*\* Absences or accommodations which are anticipated to be greater than six (6) months and less than twelve (12) months in duration may be posted unless mutually agreed by the Employer and the Union as a temporary vacancy in accordance with Article P. Temporary assignments which exceed twelve (12) months in duration may be extended by mutual agreement.

Such temporary vacancies will not be eligible for the secondary bid process as described in Article P.2.1.

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Employees whose positions are filled through a temporary posting will retain rights to that position until such time as the provisions of Article Q.41 apply.

Upon completion of the temporary assignment, Employees will be placed in the unassigned pool in the region from which they posted.

P.1.1.1-SG Absences or accommodations in Security which are anticipated to be greater than six (6) months and less than twelve (12) months in duration may be posted unless mutually agreed by the Employer and the Union as a temporary vacancy in accordance with Article P. Temporary assignments which exceed twelve (12) months in duration may be extended by mutual agreement.

Employees whose positions are filled through a temporary posting will retain rights to that position until such time as the provisions of Article Q.41 apply.

P.1.2 The Union will be provided with the name(s) of the successful candidate(s) and his/her seniority date after the close of the posting.

P.1.3 Should a posting be rescinded, the Union will be emailed a copy of the posting indicating it has been rescinded, and the reason why.

P.2 Subject to P.1, all vacant positions as identified above shall be posted at least five (5) times a year, in the months of January, March, June, September, November and on an as needed basis.

P.2.1\*\*\* The secondary vacancy process will allow each Employee a limit of fifteen (15) specific bids for vacancies in the same job classification immediately resulting from filling a currently advertised position. In addition, Employees may select one or more Learning Centre bids and except when bidding for an unassigned position, Employees may select one or more Learning Networks.

P.3\*\*\* For purposes of lateral transfers within a job classification and within a grouping, or bidding down, first opportunity for appointment shall be afforded to the senior applicant of the bargaining unit provided the applicant has the ability to perform the requirements of the job, except where certification and/or licensing is required. If no satisfactory applicant is available, applicants from other groupings shall be considered.

P.4 In making promotions the Employer will consider bargaining unit seniority, merit, qualifications, and ability, provided however the Employee must have a minimum of one (1) year current grouping seniority unless there are no satisfactory applicants from within the grouping.

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- P.4.1 When vacancies remain after the Head Caretaker promotion process has concluded, the remaining vacancies shall be offered to those Employees who have successfully completed the Head Caretaker Pre-Qualification Program (HCPQ) in order of seniority by classification.
- P.5\*\*\* Employees who apply for and obtain a transfer shall be considered frozen for a period of two (2) scheduled postings but shall be eligible to apply for advertised vacancies of a higher or lower pay classification. The Employer and the Union may mutually agree to allow the Employee, at the request of the Employee, to be placed on the unassigned staff for the balance of that Employee's frozen period.
- P.5.1\*\*\* An Employee promoted into a job classification shall be prohibited from laterally transferring within the same job classification as outlined in P.3 or bidding down into a lower rated classification for a period of two (2) scheduled postings from the date of promotion.
- P.6\*\*\* When the square footage of a school increases or decreases due to the addition or removal of portables or portapaks, the Head Caretaker will be paid the applicable rate of pay for that code. Such changes will be implemented effective the first day of the month following the addition or removal of the portables or portapaks, retroactive to the date of delivery or removal.
- P.6.1\*\*\* When an increase of square footage occurs at a school or work site, which results in a change of code, the incumbent Head Caretaker will remain in the school or work site and will be paid at the higher rate of pay while at that school or work site. For purposes of lateral transfers and promotion, the employee shall be considered at the previous code status.
- P.6.2\*\*\* When a decrease in square footage occurs, save and except for circumstances covered under article P.6, resulting in a change in code, the Head Caretaker will continue to be paid at the higher rate of pay for six (6) months.

### **Rates of Pay on Promotion/Reclassification**

- P.7 An Employee assigned, promoted or reclassified in accordance with this agreement to a higher position carrying a single rate of pay shall receive the rate of pay for that position from the time the Employee commences performing the duties of the position. Otherwise an Employee assigned, promoted or reclassified in accordance with this Collective Agreement to a position in the bargaining unit with a higher salary scale shall receive a salary adjustment effective on the date the Employee commences performing the duties of the position to which the Employee was assigned, promoted or reclassified.

\*\*\* = NOT applicable to Security Guards  
SG = Provisions applicable to Security Guards Only

- P.8 Where, in accordance with the terms of this Collective Agreement and the Letter of Understanding appended, the Board temporarily transfers or assigns an Employee to a position in the bargaining unit which has a lower rate of pay for a period which is less than ninety (90) days, the Employee shall continue to receive his/her rate of pay during the term of such temporary transfer or assignment. This provision does not apply to Employee transfers or assignments which are permanent or matters covered by Article BB of this Collective Agreement.
- P.9 An Employee temporarily transferred or assigned to a position in the bargaining unit which has a higher rate of pay shall be paid the higher rate for such classification for the period of such temporary transfer or assignment after the first full working day (a full eight (8) hour shift) in the higher rated position. The Employee will also be entitled to be paid the higher rate of pay for the first day of such temporary transfer or assignment, including any overtime at that work location only.

### **\*\*\*Temporary Assignment**

- P.10\*\*\* The temporary assignment of an Employee from the normal work location will occur within the Region (not less than four (4) regions across the District) where the Employee normally works unless the Employee and the Union otherwise consent or the written job requirements specify otherwise. The right to temporarily assign from one job location to another shall not be used for disciplinary purposes. No Employee may be so assigned for more than forty five (45) working days during a calendar year unless otherwise agreed by the Employee and the Union.

## **ARTICLE Q – LEAVES OF ABSENCE**

### **General Leave of Absence**

- Q.1 An Employee may request a leave of absence without pay and without loss of seniority. Such request shall be in writing and may be approved by the Employer. Such approval shall not be unreasonably withheld. Employees who are granted leave of absence or who are placed on such a leave of absence, without pay, in excess of fifty (50) continuous working days, shall not earn or receive benefits, sick credits, vacation credits or wages, salary or other compensation during the period of such leave of absence except as set out this agreement or as otherwise required under the *Employment Standards Act*. An Employee entitled to such leave in excess of fifty (50) continuous working days, shall have the option of continuing coverage of all benefit plans at full cost to the Employee.

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## **Leave for Political Activity**

- Q.2 Upon written request, the Employer shall allow a leave of absence without pay or benefits and without loss of seniority so that the Employee may run as a candidate in federal, provincial or municipal elections.
- Q.3 An Employee who is elected to public office shall be allowed a leave of absence without pay or benefits and without loss of seniority during the term of office.

## **PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB**

*(See Part A - Central Terms - Letter of Understanding #2)*

### **Pregnancy Leave**

- Q.4 Eligibility – A pregnant Employee who started employment with her Employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- Q.5 When leave may begin – An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.
- Q.6 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date.
- Q.7 Special circumstances – Paragraph Q.6 does not apply in the case of an Employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the Employee was expected to give birth.
- Q.8 Notice in special circumstances – An Employee described in paragraph Q.7 must within two (2) weeks of stopping work, give the Employer written notice of the date the pregnancy leave began or is to begin a certificate from a legally qualified medical practitioner that in the case of an Employee who stops working because of complications caused by her pregnancy, states the Employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or in any other case, states the date of the birth, still-birth or miscarriage and the date the Employee was expected to give birth.
- Q.9 End of Pregnancy Leave if Parental Leave available – The Pregnancy Leave of an Employee who is entitled to take Parental Leave, ends seventeen (17) weeks after the Pregnancy Leave began.

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- Q.10 End of Pregnancy Leave if Parental Leave not available – The Pregnancy Leave of an Employee who is not entitled to take Parental Leave ends on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- Q.11 End of Pregnancy Leave on Employee notice – The Pregnancy Leave of an Employee ends on a day earlier than the day provided for in Q.9 or Q.10 if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.12 Nothing herein precludes an Employee from receiving sick leave pay if absent because of complications arising out of her pregnancy or post-delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

### **Parental Leave**

- Q.13 Eligibility – An Employee who has been employed by his or her Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following:
- Q.13.1 the birth of the child; or
- Q.13.2 the coming of the child into the custody, care and control of a parent for the first time.
- Q.14 Restriction on when leave may begin – Parental Leave may begin no more seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- Q.15 When mother's Parental Leave may begin – Parental Leave of an Employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- Q.16 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- Q.17 Special circumstances – Paragraph Q.16 does not apply in the case of an Employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected. In such circumstances the Parental Leave of an Employee begins on the day the Employee stops working and the Employee must give the Employer written notice that the Employee wishes to take leave within two (2) weeks after the Employee stops working.

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## End of Parental Leave

- Q.18 Parental Leave ends sixty-one (61) weeks after it began, if the Employee took Pregnancy Leave, and sixty-three (63) weeks after it began otherwise, or in accordance with the Employment Standards Act whatever is greater, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.19 Change of notice to begin leave – An Employee who has given notice to begin Pregnancy Leave or Parental Leave may change the notice:
- Q.19.1 to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or
- Q.19.2 to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.
- Q.20 Change of notice to end leave – An Employee who has given notice to end the leave may change the notice:
- Q.20.1 to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- Q.20.2 to a later date if the Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

## Definition of Parent

- Q.21 For the purpose of this Article, “parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of a child (including a same sex spouse) and who intends to treat the child as his or her own.

## Benefits and Seniority During Pregnancy and Parental Leave

- Q.22 In accordance with the Employment Standards Act or to a maximum of fifty-two (52) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Pregnancy and/or Parental Leave, provided that the Employee continues to pay his/her share of such benefits if applicable.
- Q.23 During Pregnancy and/or Parental Leave:
- (i) Seniority will continue to accrue
  - (ii) Service will continue to accrue for the purposes of vacation and sick leave entitlement and allotment

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Q.24 Experience shall be accrued during Pregnancy and/or Parental Leaves for salary purposes and Employees shall be eligible for increments while on the accrued Pregnancy and/or Parental Leave.

### **Supplemental Employment Benefits (SEB) Plan – Eligibility**

Q.25 An Employee on Seniority List A granted Pregnancy or Adoption Leave and who complies with the requirements of Appendix B-1 shall be compensated in accordance with Appendix B-1 for the one (1) week waiting period for Employment Insurance Benefits.

Q.25.1 Effective September 1, 2005, an Employee on Seniority List B granted Pregnancy or Adoption Leave and who complies with the requirements of Appendix B-1 shall be compensated in accordance with Appendix B-1 for the two (2) week waiting period for Employment Insurance Benefits.

Q.26 If an eligible Employee holds more than one position with the Employer, such Employee shall only be eligible to collect SEB payments on one position.

Q.27 An Employee who has received benefits under the provisions of Appendix B-1 shall sign an agreement with the Employer indicating:

Q.27.1 that the Employee will return to work (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Employer under this Agreement); and

Q.27.2 that should the Employee not comply with Q.27.1 above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.

### **Infant Care/Child Care Leave**

Q.28 An Employee eligible for Parental Leave under Article Q.13 may apply for Infant Care/Child Care Leave.

Q.29 The Employer shall grant to eligible Employees a leave of absence without pay, to be known as Infant Care/Child Care Leave which will provide:

Q.29.1 the mother, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave;

Q.29.2 the father, additional weeks of leave which when combined with Parental Leave will not exceed two (2) years leave;

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- Q.29.3 mother or father, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave.
- Q.30 Application for Infant Care/Child Care Leave must be made at the same time as an Employee applies for Parental Leave or not later than thirty (30) days before the Infant Care/Child Care Leave is to begin.
- Q.31 In the application for Infant Care/Child Care Leave an Employee must specify the time at which he/she intends to commence his/her Leave and the time at which he/she intends to resume his/her duties with the Employer.
- Q.32 Once Infant Care/Child Care Leave has been granted it shall not be extended except at the discretion of the Employer.

### **Change of Notice to End Leave**

- Q.33 An Employee who has given notice to end the leave may change the notice to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date.

### **Benefits and Seniority During Infant Care/Child Care Leave**

- Q.34 An Employee on Infant Care/Child Care Leave may opt to continue payment to his/her share and the Employer's share of contributions to any benefit plans in which he/she is enrolled prior to the commencement of the Infant Care/Child Care Leave. Payment shall be made through pre-authorized bank withdrawal.
- Q.35 Seniority shall accrue during Infant Care/Child Care Leave.
- Q.36 Experience shall be accrued for salary purposes and Employees returning from leave shall be placed at the step on the grid to which their service with the Employer, including Infant Care/Child Leave, entitles them.

### **Return to Work from Pregnancy and/or Parental and/or Infant Care/Child Care Leaves**

- Q.37 An Employee returning from any leave under this Article will be returned to his/her position if it exists, or to a comparable position if it does not. This provision is subject to surplus/layoff provisions in Article BB or any other applicable provisions of this Collective Agreement.

### **Leaves of Absence for Full-time Union Duties**

- Q.38 An Employee who is elected or selected for a full-time position with Local 4400 CUPE (or CUPE, OFL, CLC) shall be granted a twelve (12) month full-time leave of absence by the Employer without salary and benefits and

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without loss of seniority. Such leave shall be renewed each year on request during his/her term of office. In no event can more than ten (10) Employees be on such leave at any one time.

- Q.38.1 In addition, Local 4400 may request full-time leave of absence without salary and benefits but without loss of seniority for Employees for full-time positions with Local 4400 for twelve (12) months or for special assignments and/or projects related to Local 4400's business with the TDSB. Local 4400 shall apply to the Employer not less than two (2) weeks prior to the commencement of such leave, which may be for a period of up to twelve (12) months but not less than sixty (60) days. Such leave may be granted subject to operational requirements but the leave shall not be unreasonably withheld.

### **Short Duration Union Leaves**

- Q.38.2 It is recognized that there will be occasions when leaves of short duration (i.e. less than sixty (60) days) for specific requirements related to Union business with the Employer may be necessary. Requests for such leave will be made on not less than two (2) weeks' written notice to the Employer where practicable. Such leaves shall be without salary and benefits and without loss of seniority. Requests for such leaves may be subject to operational requirements but will not be unreasonably withheld.
- Q.38.3 It is understood that the past practices of the Employer or predecessor Boards prior to September 1, 1999 in granting the aforementioned leaves or in interpreting "operational requirements" shall not be relevant or binding on the Employer and the Union.
- Q.38.4 During any leave under this section, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and Local 4400 shall reimburse the Employer for such costs. If the Union wants the Employee credited with sick leave during such leave, the Union will reimburse the Employer for the sick leave so credited based on the pro rata average utilization of sick leave of the unit as a whole for the year previous to the year in which the leave will be taken or based on some other method as the Union and Employer may agree. For the purpose of the Collective Agreement, such leaves shall be considered leaves without pay.

### **Leaves of Absence for Union Conventions and Seminars**

- Q.39 Upon written request by the Union given not less than seven (7) days in advance to the Employer, the Employer will grant leaves of absence without pay or loss of seniority to Employees named in such request to attend conventions or seminars, schools and conferences of such Union; limited, however, for each such convention or seminar, school or conference to not

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more than ten (10) Employees at any time. Time off for such leaves shall be limited to not more than one hundred (100) cumulative working days in a calendar year. The approval of such leave may be withheld for reasons related to the requirements of operations. Such approval will not be unreasonably withheld.

- Q.40 During any leave for Union Conventions and Seminars, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs. If the Union wants the Employees credited with sick leave during such leave, the Union will reimburse the Employer the sick leave so credited based on the pro rata average utilization of sick leave of the unit as a whole for the year previous to the year in which the leave will be taken or based on some other method as the Employer and the Union may agree. For the purposes of the Collective Agreement, such leaves shall be considered leaves without pay.

### **Return from Leaves**

- Q.41 Upon completion of any leave of absence, except for Pregnancy and/or Parental and/or Infant Care/Child Care Leave and Union leave, of a duration of fifteen (15) months or less, the Employee shall, subject to any need to accommodate an Employee, be reinstated to the Employee's former position and location, if available, and if not available, to the Employee's former wage classification or any other appropriate position in accordance with the Collective Agreement. The fifteen (15) month period may be reduced or extended by mutual agreement. During the period of leave, the Employee shall be entitled to apply for any job postings in accordance with the provisions of the Collective Agreement provided the Employee will be able to fill the position as required. The Employee will be required to remain in the new position for a full year before being eligible for additional approved leaves.

- Q.41.1 Upon completion of any Union leave of absence, the Employee shall be reinstated to the Employee's former position, if available, and if not available, to the Employee's former wage classification or any other appropriate position in accordance with the redeployment and/or lay-off provisions of the Collective Agreement. During the period of leave, the Employee shall be entitled to apply for any job postings in accordance with the provisions of the Collective Agreement provided the Employee will be available to fill the position as required. The Employee will be required to be actively at work for a period of up to sixty (60) calendar days in the new position before being eligible for additional approved union leaves.

### **Self Funded Leave Plan**

- Q.42 The Employer agrees to make available to Employees on Seniority List A the Self Funded Leave as outlined in Appendix C.

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## **Family Medical Leave**

**(See Part A – Central Terms – Article C12.00)**

Q.43-Q.47 In recognition that, pursuant to the *School Boards Collective Bargaining Act, 2014* the Central Parties have bargained Family Medical Leave at the Central Table, it is agreed that Articles Q.43 – Q.47 respecting Family Medical Leave will be removed from Article Q and be placed in the historic section of this Agreement. If, at any time, the Central Agreement no longer provides for Family Medical Leave, it is understood and agreed that all Family Medical Leave provisions shall be in accordance to the Employment Standards Act in effect as of August 31, 2012 and Q.43 – Q.47 will be returned to Article Q of the Agreement.

## **Organ Donor Leave**

Q.48 The Employer shall provide Organ Donor Leave in accordance to the Employment Standards Act Section 49.2.  
<https://www.ontario.ca/document/your-guide-employment-standards-act-0>

## **Family Caregiver Leave**

Q.49 The Employer shall provide Family Caregiver Leave in accordance to the Employment Standards Act Section 49.3.  
<https://www.ontario.ca/document/your-guide-employment-standards-act-0>

## **Critical Illness Leave**

Q.50 The Employer shall provide Critical Illness Leave in accordance to the Employment Standards Act Section 49.4.  
<https://www.ontario.ca/document/your-guide-employment-standards-act-0>

## **Child Death Leave**

Q.51 The Employer shall provide Child Death Leave in accordance to the Employment Standards Act Section 49.5.  
<https://www.ontario.ca/document/your-guide-employment-standards-act-0>

## **Crime-Related Child Disappearance Leave**

Q.52 The Employer shall provide Crime-Related Child Disappearance Leave in accordance to the Employment Standards Act Section 49.6.  
<https://www.ontario.ca/document/your-guide-employment-standards-act-0>

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## **Domestic or Sexual Violence Leave**

- Q.53 The Employer shall provide Domestic or sexual violence leave in accordance to the Employment Standards Act Section 49.7.  
<https://www.ontario.ca/document/your-guide-employment-standards-act-0>

## **Reservist Leave**

- Q.54 The Employer shall provide Reservist leave in accordance to the Employment Standards Act Section 50.2.  
<https://www.ontario.ca/document/your-guide-employment-standards-act-0>

## **ARTICLE R – SICK LEAVE CREDIT AND GRATUITY PLAN**

*For Sick Leave Provisions see Part A - Central Terms - Article C6.00*

*For WSIB and LTD see Part A - Central Terms - Article C6.00 f) and Appendix D*

- R.1 The Sick Leave Credit and Gratuity Plan shall be set out in Appendix D.

### **Eligibility**

- R.2\*\*\* An eligible Employee is an Employee, who is actively at work and regularly scheduled for more than thirty (30) hours per week, including twenty-five (25) hour per week Matrons but excluding an Employee who is a Student, a Temporary, Seasonal or Occasional Employee.
- R.2-SG An eligible Employee is an Employee, who is actively at work and regularly scheduled for more than thirty (30) hours per week, including twenty-five (25) hour per week Matrons but excluding an Employee who is a Student, a Temporary, Supply, Seasonal or Occasional Employee.
- R.2.1\*\*\* Effective September 1, 2006, an eligible Employee is an Employee who is actively at work and regularly scheduled for twenty-four (24) or more hours per week but excluding an Employee who is a Student or an Occasional Employee.
- R.2.1-SG Effective September 1, 2006, an eligible Employee is an Employee who is actively at work and regularly scheduled for twenty-four (24) or more hours per week but excluding an Employee who is a Student, Supply or an Occasional Employee.

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## **Leave for Employees not covered by the Sick Leave Credit & Gratuity Plan**

R.3 Employees identified in Job Classifications in Appendices A-2 and A-3 shall not be covered by the Sick Leave Credit and Gratuity Plan except as outlined below:

R.3.1 Effective September 1, 2006, Employees identified in Job Classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and those Employees in Appendix A-3, shall not be covered by the Sick Leave Credit and Gratuity Plan except as outlined in R.3.2 and R.3.3.

R.3.2 Bereavement leave shall be granted by the Director of Education, or designate, without loss of salary or regularly scheduled hours of work for up to three (3) days to an Employee not covered by the Sick Leave Credit and Gratuity Plan at the time of death of a member of the Employee's immediate family in order for the Employee to make arrangements for and attend the funeral for such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters and grandparents and grandchildren.

R.3.3 The Director or designate may grant paid leave days without loss of salary for the purpose of quarantine or other order of the medical health authorities.

R.3.4\*\*\* Casual Employees shall not be covered by the above provision.

R.3.4-SG Casual or Supply Employees shall not be covered by the above provision.

### **\*\*\*Superior Conditions**

R.4\*\*\* Employees with the following superior conditions at the time of ratification of this agreement will be red circled for as long as the Employee remains in the position he/she holds as of the date of ratification or the following dates, whichever is earlier:

Sick Leave                      June 30, 2002

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## **ARTICLE S – BENEFITS**

### **Eligibility**

S.1\*\*\* For the purpose of this Article Eligible Employee is defined as follows:

An eligible Employee is an Employee, who is actively at work and regularly scheduled for more than thirty (30) hours per week, including twenty-five (25) hour per week Matrons but excluding an Employee who is a Student, a Temporary, Seasonal or Occasional Employee.

S.1-SG For the purpose of this Article Eligible Employee is defined as follows:

An eligible Employee is an Employee, who is actively at work and regularly scheduled for more than thirty (30) hours per week, including twenty-five (25) hour per week Matrons but excluding an Employee who is a Student, a Temporary, Seasonal, Occasional or Supply Employee.

S.1.1\*\*\* Employees in job classifications in Appendix A-2, who are actively at work and regularly scheduled for twenty four (24) or more hours per week, but excluding an Employee who is a Student or Occasional Employee, shall be eligible Part Time Employees for the purpose of this Article.

S.1.1-SG Employees in job classifications in Appendix A-2, who are actively at work and regularly scheduled for twenty four (24) or more hours per week, but excluding an Employee who is a Student, Occasional or Supply Employee, shall be eligible Part Time Employees for the purpose of this Article.

S.2.1\*\*\* Effective September 1, 2008, Employees in job classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and casual employees shall be entitled to a payment of sixty-seven cents (\$0.67) per hour in lieu of benefits.

Effective September 1, 2009, Employees in job classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and casual employees shall be entitled to a payment of sixty-nine cents (\$0.69) per hour in lieu of benefits.

Effective September 1, 2010, Employees in job classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and casual employees shall be entitled to a payment of seventy-one cents (\$0.71) per hour in lieu of benefits.

Effective September 1, 2011, Employees in job classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than

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twenty-four (24) hours per week and casual employees shall be entitled to a payment of seventy-three cents (\$0.73) per hour in lieu of benefits.

Effective September 1, 2016, Employees in job classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and casual employees shall be entitled to a payment of seventy-four cents (\$0.74) per hour in lieu of benefits.

S.2.1-SG Effective September 1, 2011, Employees in job classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and casual or supply employees shall be entitled to a payment of seventy-three cents (\$0.73) per hour in lieu of benefits.

Effective September 1, 2016, Employees in job classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and casual or supply employees shall be entitled to a payment of seventy-four cents (\$0.74) per hour in lieu of benefits.

### **Change of Status**

S.3 It is the responsibility of each Employee to advise the Board in writing of any change in marital or family status and to request changes in benefits coverage within thirty-one (31) calendar days of such change in status.

### **Semi-Private Hospital Care Plan**

S.4 The Employer shall provide a Semi-Private Hospital Care Plan for eligible Employees. The plan will reimburse one hundred percent (100%) of the eligible expenses.

S.5 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay one hundred percent (100%) of the premium amount of the Semi-Private Hospital Care Plan. For eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the portion of the premium paid by the Employer shall be determined as follows:

$\frac{\text{part time regularly scheduled hours}}{\text{full-time regularly scheduled hours}}$	X	Employer share of premium for a full-time Employee
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The Employee shall pay the remainder of the premium cost.

S.5.1 Notwithstanding S.5, for eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay seventy-five percent (75%) of the premium amount of

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the Semi-Private Hospital Care Plan. The Employee shall pay the remainder of the premium cost.

S.6 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Semi-Private Hospital Care Plan premium.

### **Extended Health Care Plan**

S.7 The Employer shall provide an Extended Health Care Plan for eligible Employees which will include payment for eligible expenses as currently provided by the Board's Extended Health Care Benefits.

S.7.1 Subject to a calendar year deductible of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family, the plan will reimburse one hundred percent (100%) of eligible expenses.

S.7.1.1 Subject to the above deductible, the Plan will also include:

S.7.1.1.1 health coverage while outside Canada; and

S.7.1.1.2 hearing aid benefits to a maximum of five hundred dollars (\$500) per person per three (3) year period; and

S.7.1.1.3 eyeglasses (or contact lenses) benefits to a maximum of three hundred and fifty dollars (\$350) per person per two (2) year period, and

S.7.1.1.4 eye examinations not covered by the provincial health insurance plan will be reimbursed to a maximum of one hundred dollars (\$100) every two (2) years, and

S.7.1.1.5 wigs purchased on a physician's recommendation, which must provide a diagnosis or description of the treatment resulting in the necessity for a wig, up to a lifetime maximum of two hundred and fifty dollars (\$250) per person.

S.8 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan the Employer shall pay one hundred percent (100%) of the premium amount of the Extended Health Care Plan. For eligible Part-time Employees who elect upon completion of the necessary enrolment forms to participate in the Plan, the portion of the premium paid by the Employer shall be determined as follows:

<u>Part time regularly scheduled hours</u>	X	Employer share of premium for a
full-time regularly scheduled hours		full-time Employee

The Employee shall pay the remainder of the premium.

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- S.8.1 Notwithstanding S.8, for eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan the Employer shall pay seventy-five percent (75%) of the premium amount of the Extended Health Care Plan. The Employee shall pay the remainder of the premium cost.
- S.9 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Extended Health Care Plan premium.

### **Dental Care Plan**

S.10 The Employer shall provide a Dental Care Plan for eligible Employees that shall include the following provisions:

S.10.1 A Basic plan reimbursed at one hundred percent (100%) of the designated Schedule of Fees with a maximum of five thousand dollars (\$5,000) per person per calendar year, including a nine-month dental recall.

S.10.2 An optional Major Restorative and Orthodontic plan reimbursed at the following levels of the designated Dental Fee Guide:

S.10.3 Eighty percent (80%) of eligible major restorative services subject to a maximum, when combined with the basic plan, of ten thousand dollars (\$10,000) per person per calendar year;

S.10.3.1 Fifty percent (50%) of eligible orthodontic services with a maximum of one thousand dollars (\$1,000) per person per calendar year, subject to a lifetime maximum of two thousand dollars (\$2,000).

S.10.4 Benefits will be based on the 2003 Ontario Dental Association Fee Guide for General Practitioners.

Effective as soon as administratively feasible, following ratification, benefits will be based on the 2004 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2009, benefits will be based on the 2005 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2010, benefits will be based on the 2007 Ontario Dental Association Fee Guide for General Practitioners.

Effective January 1, 2011, benefits will be based on the 2008 Ontario Dental Association Fee Guide for General Practitioners.

Effective January 1, 2012, benefits will be based on the 2009 Ontario Dental Association Fee Guide for General Practitioners.

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Effective January 1, 2013, benefits will be based on the 2010 Ontario Dental Association Fee Guide for General Practitioners.

Effective January 1, 2014, benefits will be based on the 2011 Ontario Dental Association Fee Guide for General Practitioners.

Effective January 1, 2015, benefits will be based on the 2012 Ontario Dental Association Fee Guide for General Practitioners.

Effective January 1, 2016, benefits will be based on the 2013 Ontario Dental Association Fee Guide for General Practitioners.

- S.11 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay ninety percent (90%) of the premium amount of the Dental Care Plan. For eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the portion of the premium paid by the Employer shall be determined as follows:

$\frac{\text{part time regularly scheduled hours}}{\text{full-time regularly scheduled hours}}$	X Employer share of premium for a full-time Employee
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The Employee shall pay the remainder of the premium.

- S.11.1 Notwithstanding S.11, for eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay seventy-five percent (75%) of the premium amount of the Dental Care Plan. The Employee shall pay the remainder of the premium cost.

- S.12 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Dental Care premium.

### **Long Term Disability Plan**

- S.13 The Employer shall contribute one hundred percent (100%) of the premium amount for coverage of eligible Employees under the Long Term Disability Plan. It is understood that eligibility will be determined in accordance with the terms of the Plan and that an Employee must be actively at work to be eligible.

- S.14 A new Employee will be subject to a six (6) month eligibility waiting period prior to enrolment in the Long Term Disability plan.

- S.15 Upon approval of the application for benefits under the Long Term Disability plan, benefits will be seventy percent (70%) of the Employee's straight time salary as of six months from the onset of disability.

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- S.16 Benefits under the Long Term Disability plan shall include annual adjustments effective January 1, for Employees who have received twenty-four (24) payments in the period prior to January 1. The formula for adjustment shall be C.P.I. (Canada Wide 1986 = 100) from September to September minus one percent (1%) with a maximum adjustment to payments of four percent (4%) in any one year. There will be no "double indexing".
- S.17 Subject to the approval of the insurance companies, the Employer's share of the premium of the Semi-Private Hospital Care and the Extended Health Care benefit plans will be continued during the period that an Employee is receiving benefits under the Long Term Disability Plan, provided the Employee had such coverage prior to the onset of disability.
- S.18 In order to maintain benefits under the Long Term Disability plan, the Employee must co-operate with a reasonable and customary treatment plan related to the disability condition when such a treatment plan is recommended by the Plan Administrator and approved by the attending physician.

### **Sick Leave To Bridge Long Term Disability Waiting Period**

#### ***(Excerpt from Part A -Central Terms - Letter Of Understanding #2)***

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.

### **Group Life Insurance Plan**

- S.19 For eligible Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall contribute one hundred percent (100%) of the premium of the first thirty thousand dollars (\$30,000) of Group Life Insurance coverage amount, plus seventy-five percent (75%) of the cost of coverage amount elected by the plan member over the first thirty thousand dollars (\$30,000) up to the plan maximum indicated below for all eligible full-time Employees.
- S.20 The Group Life Insurance plan will provide optional coverage amounts subject to a minimum of thirty thousand dollars (\$30,000) and a maximum of

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one hundred and forty thousand dollars (\$140,000) for all eligible Employees who have enrolled in coverage.

S.21 For eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the portion of the premium paid by the Employer shall be determined as follows:

$\frac{\text{part time regularly scheduled hours}}{\text{full-time regularly scheduled hours}}$	X	Employer share of premium for a full-time Employee
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The Employee shall pay the remainder of the premium.

S.21.1 Notwithstanding S.21, for eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall contribute one hundred percent (100%) of the premium of the first thirty thousand dollars (\$30,000) of Group Life Insurance coverage amount, plus seventy-five percent (75%) of the cost of coverage amount elected by the plan member over the first thirty thousand dollars (\$30,000) up to the plan maximum indicated in S.20.

S.22 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Group Life premium.

### \*\*\*L.T.D. Superior Benefits

S.23\*\*\* Any Employee who, as of May 4, 2001, was in receipt of superior benefits while on LTDI shall continue to receive said superior entitlement until such Employee is no longer in receipt of LTDI.

### Provision for Retired Employees

S.24 If approved by the insurance companies, and, if there is no increased cost to the Employer, a permanent Employee who retires from the Employer prior to age sixty-five (65) may retain coverage under any of the Insured Employee Benefit plans to which the Employee belongs at the time of retirement until the Employee attains the age of sixty-five (65) years.

S.24.1 The retired Employee shall pay the full cost of the benefit premiums

### Continuation of Benefits on Layoff

S.25 Benefit Coverage shall be continued for Employees eligible to receive Insured Employee benefits and not required to work during the summer vacation period, but who will be continuing to work thereafter. The Employer shall deduct from the earnings payable to the Employee the amount necessary to provide for the continuance of the Employee's share of benefit premiums during the vacation.

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## **Brochures**

S.26 Employee benefits brochures shall be provided by the Employer to all Employees who are eligible for benefits, at time of hire or upon request.

## **Copy of the Employee Benefits Plans**

S.27 Upon written request by the Union, the Employer will provide a copy of the Insured Employee Benefits Plans.

## **E.I. Premium Rebate**

S.28 In consideration of the provision of the Employee benefits package, the Union, on behalf of the employees, releases the Employer from any obligation it might have hereafter to pay to employees an employment insurance commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall be used by the Employer to defray part of the costs of this section.

## **ARTICLE T – PAID HOLIDAYS**

### **Eligibility**

T.1 For the purpose of this Article Eligible Employee is defined as follows:

T.1.1 Employees identified in job classifications in Appendix A-1 shall be eligible for paid holidays.

T.1.1.1 Employees in Appendix A2 with three (3) years of continuous service in the calendar year, who are actively at work and regularly scheduled to work twenty-four (24) or more hours per week shall be eligible for paid holidays.

T.1.2 Employees in Job Classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and those in Appendix A-3 shall be paid three point four percent (3.4%) holiday pay in lieu of paid holidays.

T.1.3-SG Employees in Job Classifications in Appendix A-4 who are actively at work shall be paid three point four percent (3.4%) holiday pay in lieu of paid holidays.

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## **Paid Holiday Entitlement**

T.2 All eligible Employees who would otherwise have been scheduled to work shall be paid for the following Holidays. Employees on an unpaid leave before or after the holiday shall not be paid for these Holidays unless otherwise provided for in this Collective Agreement

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

T.2.1 and any other day declared or proclaimed as a holiday by the Board, federal, provincial or municipal government, plus:

T.2.2 In addition, each Employee shall receive one (1) additional paid holiday in lieu of Remembrance day each calendar year to be designated by the Employer.

T.2.3 In addition to T.2, eligible Employees will be paid for the following holidays as outlined below:

T.2.3.1 Eligible Employees who have worked the day before or after Canada Day will be paid for Canada Day

T.2.3.2 Eligible Employees who have worked the day before or after August Civic Holiday will be paid for August Civic Holiday

T.2.3.3 Eligible Employees who have worked the day before or after Labour Day will be paid for Labour Day

T.3\*\*\* Eligible Employees identified in Job Classifications in Appendix A-1 employed for a specified period of time each year, which is less than a twelve (12) month period, shall be paid for the following holidays:

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

Or such day as may be established as a holiday in lieu thereof by statute or proclamation, or by the Employer.

T.3.1\*\*\* Such Employees shall be paid for Canada Day subject to T.2.3.1 and/or Labour Day subject to T.2.3.3.

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- T.3.2\*\*\* In addition, each Employee shall receive one (1) additional paid holiday in lieu of Remembrance Day each calendar year to be designated by the Employer.
- T.4 An Employee who is required to work on a holiday shall be paid for work so performed at a rate in accordance with the Article W.10 and W.11.
- T.5 When any of the holidays listed in T.2 or T.3 falls on a Saturday or Sunday, the Employer shall designate some other day as a day off with pay
- T.5.1-SG Notwithstanding T.4 and T.5 above, Employees on Appendix A-2 who are regularly scheduled to work or employees on Appendix A-4 who work on any of the holidays listed in T.2 will be paid as per Article W.10.2.2.
- The Employer will not designate some other day off as a day off with pay.
- Clarity note : The agreement of this language is based on the mutual understanding that, "who have worked", means in receipt of wages, any paid leave, including sick leave, vacation, bereavement leave and Union leave.

## **ARTICLE U – VACATION**

### **Eligibility**

- U.1 Employees identified in job classifications in Appendix A-1 shall be eligible for paid vacation.
- U.1.2 Employees in Appendix A-2 with three (3) years of continuous service in the calendar year, who are actively at work and regularly scheduled to work twenty-four (24) or more hours per week shall be eligible for paid vacation as set out in this Article.
- U.1.3 Employees identified in Job Classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and those in Appendix A-3 shall receive four percent (4%) of their regular earnings in lieu of vacation entitlement or their entitlement under the Employment Standards Act, R.S.O. amended, whichever is greater.
- U.1.4-SG Employees in Job Classifications in Appendix A-4 who are actively at work shall be paid four percent (4%) of their regular earnings in lieu of vacation entitlement or their entitlement under Employment Standards Act, R.S.O. amended, which ever is greater.

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## **Vacation Entitlement**

- U.2 All twelve (12) month eligible Employees shall receive in January each year annual vacation entitlement in accordance with the following schedule:
- U.2.1 Vacation credits shall accrue between July 1 and June 30, and, subject to Q.1, shall be prorated for the time an Employee is actively at work.
- U.2.2 Less than one (1) year of continuous service up to June 30<sup>th</sup> – one (1) day of vacation with pay for each complete month of continuous service prior to June 30<sup>th</sup> to a maximum of eleven (11) days' vacation with pay.
- U.2.3 one year of continuous service completed as of June 30<sup>th</sup> – fifteen (15) days;
- U.2.4 nine (9) years of continuous service completed within the current calendar year – twenty (20) days;
- U.2.5 seventeen (17) years of continuous service completed within the current calendar year – twenty-five (25) days;
- U.2.6 twenty-three (23) years of continuous service completed within the current calendar year – twenty-six (26) days;
- U.2.7 twenty-four (24) years of continuous service completed within the current calendar year – twenty-seven (27) days;
- U.2.8 twenty-five (25) years of continuous service completed within the current calendar year – thirty (30) days.
- U.3 Full-time Employees identified in Job Classifications in Appendix A-1 who are employed for a specified period of time each year, which is less than twelve (12) months, shall receive in September each year annual vacation in accordance with clause U.2 which shall be pro-rated on the basis of the Employee's work year.

## **Continuous Service**

- U.4 Continuous service for the purpose of determining vacation credits shall be calculated from the date on which the Employee was last hired to a period of continuous service with the Board and/or Predecessor Boards.
- U.4.1 For the purposes of this article, service shall be deemed to be continuous service where:
- U.4.1.1 Service was broken because the work to which an employee has been assigned ceases during the school year and resumes either during the same school year or the next school year. Without limiting

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the generality of the foregoing this would include school vacation period; or where the Employee was not actively at work during regular school vacation periods, including summer break, winter break or spring break; or

- U.4.1.2 If an Employee has resigned from the Employer or Predecessor Board and is rehired, provided that there was no intervening employment. Such service for vacation entitlement will only be provided for the period the Employee was employed by the Employer or Predecessor Board.
- U.4.1.3 Notwithstanding U.4.1.2, if an Employee has resigned from the Employer or Predecessor Board and is rehired and the only intervening employment is as described in U.6, the Employee shall be given credit for service for vacation entitlement for the period the Employee was employed by the Employer or Predecessor Board plus any entitlement under U.6.
- U.4.1.4 For Employees who have part-time service with the Board or Predecessor Board and who are on List A, service for the purposes of vacation shall be credited as if the part-time service was full-time service.

### **Vacation Scheduling**

- U.5 Subject to operational requirements, the Employer will endeavour to grant the vacation period preferred by the Employee. Preference and choice of vacation dates shall be determined by seniority up to April 1st, after which vacation will be granted on a first come, first served basis subject to operational requirements.

The granting of all vacations shall be at the discretion of and subject to the approval of the appropriate supervisor.

Vacation requests must be submitted to the appropriate supervisor by April 1st annually and the Employer shall return the approved vacation schedule no later than May 15th annually. The Employee's approved vacation cannot be changed unless agreed to by the Employee.

An Employee may request a change to vacation at any time during the year. Requests submitted after April 1st, including requests to change approved vacation dates, shall be subject to operational requirements.

- U.5.1 Where an Employee is unable to use his/her vacation time as a result of the operational requirements of the Employer, the Employee may bank a maximum of one-week unused vacation time from year to year. The Employer may permit Employees to bank a greater period of unused vacation time from year to year in unusual circumstances, in which case

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approval is to be given by the respective Executive Superintendent for such additional carry over.

### **Previous Service**

U.6 A new Employee who enters the Employer's employment with service from another Board of Education within the Province of Ontario, a public University, a College of Applied Arts and Technology, the Municipal Government, or any other organization acceptable to the Director of Education, with no intervening employment, shall be credited, for the purposes of vacation entitlement only, with previous service, provided that application of this Article shall not result in duplication of vacation pay.

U.6.1 Employees currently on staff will receive such vacation entitlement for future vacation entitlement purposes only. It is understood that there will be no retroactive vacation credits granted.

### **Illness, Accidents and Leaves during Vacation**

U.7 If an Employee has an accident, becomes ill or suffers a bereavement during a vacation period, the accident, illness or bereavement shall be counted as vacation time unless the Employee notifies the Board of the accident, illness, or bereavement as soon as a possible, and submits appropriate proof of such bereavement or a medical certificate from a medical practitioner in the case of accident and/or illness, and is granted sick pay or a leave of absence in accordance with the provisions of the Sick Leave Credit and Gratuity Plan including the provisions for Special and Miscellaneous Leaves. Vacation days displaced as a result of such illness, accident or bereavement shall be added as an extension to the vacation period, or if such extension is not possible, the vacation days displaced will be reinstated as unused vacation to be rescheduled at a later date in accordance with the provisions of this agreement.

### **Vacation Pay Upon Termination**

U.8 Employees who leave the service of the Employer at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation entitlement. The estate of a deceased Employee shall be credited with the value of any unused vacation.

U.8.1 Employees leaving the service of the Employer will only be entitled to that portion of their vacation entitlement which they have earned since the preceding July 1<sup>st</sup>. If the Employee has taken more vacation than what they have earned at the time they leave the service of the Employer, the Employee will reimburse the Employer for such vacation taken.

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- U.9 Should a holiday as defined in Article T fall or be observed during an Employee's vacation period, the day shall be considered a paid holiday not a vacation day.

## **ARTICLE V – TRAINING**

### **Standard First Aid and/or CPR Training**

- V.1 The Employer will make available to interested Employees, the opportunity to attend subject to operational requirements, a properly accredited standard first aid and/or cardiopulmonary resuscitation (CPR) course. No fees shall be charged to Employees for these courses.

### **Educational Allowances**

- V.2 Where an Employee takes an academic or technical course as a result of a request by the Board, he/she shall be compensated for the tuition fee charged for the course. Where an Employee takes an academic or technical education course at his/her own initiative, which course is related to his/her employment, and which course has been specifically pre-approved for that Employee in advance by the Director of Education or his/her designate, he/she shall be compensated for a minimum of fifty percent (50%) of the tuition fee charged or the pre approved amount which ever is greater for the course provided the Employee completes the course and receives the necessary passing mark.
- V.3 The Employer recognizes that education is a continuing process. Accordingly, the Employer will endeavour to provide skills training and professional development opportunities for Employees. The Employer agrees to provide information related to Board training courses appropriate for the members of this Bargaining Unit. The matter will be referred to the Labour Management Committee for discussion.
- V.3.1\*\*\* The Toronto District School Board will use its best efforts and will provide as soon as is practicable a comprehensive training program for designated Employees in the Operations bargaining unit in order to ensure that their skills are upgraded to the extent necessary to enable them to perform the work as assigned from Schedule A of the Memorandum of Settlement Between the TDSB and the MCSTC dated February 27<sup>th</sup>, 1998. (Appendix F)
- V.3.2 The Employer agrees to seek input from the Union through the Labour Management Committee on training programs appropriate for Employees covered under this Collective Agreement.

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- V.3.3 Within sixty (60) days of ratification of this agreement, the Employer will prepare and post for bargaining unit members, a communication regarding how to access information and how to register for available courses. Should the method to access be changed at any time, the communication will be updated.

## **ARTICLE W – HOURS OF WORK**

### **Work Week**

- W.1\*\*\* The work week for full-time Employees (excluding Employees in the job classifications identified in Appendix A-2) shall consist of forty (40) hours, Monday to Friday both inclusive, comprising eight (8) continuous hours per day excluding unpaid lunch breaks for each Employee, to be worked in accordance with the schedule of operations as communicated to Employees. The Employer shall discuss with the Union any significant changes in the schedule of operations before putting such changes into effect.
- W.1-SG The work week for full-time Employees (excluding Employees in the job classifications identified in Appendix A-2 and A-4) shall consist of forty (40) hours, Monday to Friday both inclusive, comprising eight (8) continuous hours per day excluding unpaid lunch breaks for each Employee, to be worked in accordance with the schedule of operations as communicated to Employees. The Employer shall discuss with the Union any significant changes in the schedule of operations before putting such changes into effect.
- W.2\*\*\* The work week for Employees in classifications identified in Appendix A-2 shall consist of the number of hours of work scheduled by the Employer for each Employee. Such scheduled hours shall not exceed eight (8) hours per day, thirty (30) hours per week.
- W.2-SG The work week for Employees in classifications identified in Appendix A-2 shall consist of the number of hours of work scheduled by the Employer for each Employee. Such scheduled hours shall not exceed eight (8) hours per day, thirty (30) hours per week, excluding Employees who normally work Saturdays, Sundays and statutory holidays and Employees on Appendix A-4.
- W.2.1-SG The work week for Employees in classifications identified in Appendix A-2, who normally work Saturdays, Sundays and statutory holidays, and Employees on Appendix A-4 shall consist of the number of hours of work scheduled by the Employer for each Employee. Such scheduled hours shall not exceed twelve (12) hours per day.

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W.3\*\*\* The normal hours of work for Head Caretakers shall be between the hours of 6:00 a.m. and 5:00 p.m. Monday to Friday.

W.4 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

### **Rest and Lunch Periods**

W.5 Employees will be entitled to lunch and rest periods based on hours worked per day as follows. If an Employee works:

W.5.1 a minimum of three (3) hours but not more than four (4) hours per day – one paid fifteen (15) minute rest period.

W.5.2 greater than four (4) hours but not more than five and a half (5½) hours per day - one paid fifteen (15) minute rest period and one (1) unpaid lunch period of not less than thirty (30) minutes.

W.5.3 Greater than five and a half (5½) hours per day – two (2) paid fifteen (15) minutes rest periods and one unpaid lunch period of thirty (30) minutes except for bus drivers and bus drivers lead hand who shall receive one (1) hour continuous unpaid lunch period that shall start between 11:00 a.m. and not later than 1:00 p.m.

W.5.3.1\*\*\* The Union and Employer shall meet at Labour/Management to discuss the ability to amend the one (1) hour unpaid lunch to a half (1/2) hour unpaid lunch where feasible.

W.6 The Employer, in accordance with its requirements, will determine the scheduling of start/finish times, lunch, and rest periods subject to the following:

W.6.1\*\*\* Day Shift: The standard day shift is from 7:00 a.m. to 3:30 p.m. but the starting time may be between 6:00 a.m. and 9:00 a.m.

W.6.1.1\*\*\* For bus drivers: Day Shift: the standard day shift is from 7:30 a.m. to 4:30 p.m. but the starting time may be between 6:00 a.m. and 9:00 a.m.

W.6.1.2\*\*\* For bus drivers – lead hands: Day Shift: the standard day shift is from 7:00 a.m. to 4:00 p.m. but the starting time may be between 6:00 a.m. and 9:00 a.m.

W.6.1.3-SG For Security Guards: Day Shift: the standard day shift is from 7:00 a.m. to 3:30 p.m. but the starting time may be between 5:00 a.m. to 8:00 a.m.

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- W.6.2\*\*\* Afternoon Shift: The standard afternoon shift is from 3:00 p.m. to 11:00 p.m. but the starting time may be between 11:00 a.m. and 4:00 p.m.
- W.6.2.1-SG For Security Guards: Afternoon Shift: The standard afternoon shift is from 3:00 p.m. to 11:00 p.m. but the starting time may be between 1:00 p.m. and 4:00 p.m.
- W.6.2.2-SG For Employees in classifications identified in Appendix A-2, who normally work Saturdays, Sundays and statutory holidays: Afternoon Shift: The standard afternoon shift is from 11:00 a.m. to 11:00 p.m. but the starting time may be between 9:00 a.m. and 12:00 a.m.
- W.6.3\*\*\* Midnight Shift: The standard midnight shift is from 11:00 p.m. to 7:00 a.m. but the starting time may be between 10:00 p.m. and 12:00 a.m.
- W.6.3.1-SG For Security Guards: Midnight Shift: The standard midnight shift is from 11:00 p.m. to 7:00 a.m. but the starting time may be between 9:00 p.m. and 12:00 a.m.
- W.6.3.2-SG For Employees in classifications identified in Appendix A-2, who normally work Saturdays, Sundays and statutory holidays: Midnight Shift: The standard midnight shift is from 11:00 p.m. to 11:00 a.m. but the starting time may be between 9:00 p.m. and 12:00 a.m.
- W.7 Notwithstanding W.5.3, Employees working greater than four and a half (4½) hours on the afternoon or midnight shifts shall be entitled to a thirty (30) minute paid running lunch and two (2) fifteen (15) minute rest periods. Such time worked will be considered part of the standard work hours in W.1 and W.2.
- W.7-SG Notwithstanding W.7, Employees in classifications identified in Appendix A-2, who normally work Saturdays, Sundays and statutory holidays or Employees on Appendix A-4 who work on a Saturday, Sunday or a statutory holiday, and who work greater than eight (8) hours per day will be entitled to three (3) paid fifteen (15) minutes rest periods.
- W.7.1\*\*\* The Board also agrees that where Employees are not permitted to leave the premises on the day shift, that day shift shall be an eight (8) hour day shift with a thirty (30) minute paid running lunch and two (2) paid fifteen (15) minute rest periods. Such time worked will be considered part of the standard work hours in W.1.
- W.7.1-SG The Board also agrees that where Employees on the day shift are not permitted to leave the premises or are required by the Employer to remain on duty, that day shift shall be an eight (8) hour day shift with a thirty (30) minute paid running lunch and two (2) paid fifteen (15) minute rest periods. Such time worked will be considered part of the standard work hours in W.1.

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W.7.2 Unless mutually agreed, at least twenty-four (24) hours' notice shall be given to Employees when required to change a regularly scheduled shift except in the case of circumstances over which there is no control or are not anticipated.

W.8\*\*\* All existing compensation arrangements regarding continental work week shall remain in effect and further shall not be expanded or reduced unless mutually agreed by the parties to this agreement.

### **Shift Premiums**

W.9 All Employees regularly scheduled to work more than twenty-four (24) hours per week shall be paid a shift premium of four percent (4%) of the regular hourly rate for work on the afternoon shift, and (5%) of the regular hourly rate for work on the midnight shift. The afternoon shift means any shift of which fifty percent (50%) or more of the hours of the shift are worked between 3:00 p.m. and midnight. The midnight shift means any shift of which fifty percent (50%) or more of the hours of the shift are worked between midnight and the start of the subsequent day shift.

### **Overtime**

W.10 Overtime for an Employee shall be paid at a rate of:

W.10.1 one and one-half times the regular rate of pay for all work authorized to be performed:

W.10.1.1 When the Employer requires an Employee in a job classification in Appendix A-1 to work beyond a work day, or a work week, that Employee shall be paid for such overtime at the rate of one and one-half times the regular rate of pay.

NOTE: Only Employees in Job Classifications in Appendix A-1 shall be entitled to overtime.

W.10.1.2 as scheduled overtime on Saturday.

W.10.2 double times the regular rate of pay for all work authorized to be performed

W.10.2.1 all overtime on Sunday

W.10.2.2 on holidays as defined in Article T, in addition to the regular holiday pay;

W.10.2.3 on emergency call outs on a Saturday.

W.11 An Employee shall receive a minimum of three (3) hours' pay at the overtime rate:

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- W.11.1 For work authorized to be performed on a statutory or legal holiday as defined in Article T or on Saturday or Sunday.
- W.11.2 Or a call in because of an emergency or surveillance call other than one arising from the Employee's own negligence or from something occurring on the Employee's shift for which the Employee was responsible.

### **Lieu Time**

- W.12 Lieu time may be substituted for overtime payment at the employee's request, subject to the following:
- W.12.1 Lieu time shall be taken in the calendar year in which it is earned for twelve (12) month Employees. The maximum number of hours that may be accumulated in a calendar year is eighty (80) hours.
- W.12.2 Subject to operational requirements, the Employer will endeavour to grant lieu time at the time(s) requested by the Employee who has accumulated the lieu time. The granting of lieu time shall be subject to the approval of the appropriate supervisor, which approval is subject only to the operational requirements of the Board, and otherwise shall not be unreasonably withheld.
- W.12.2.1\*\*\* For an Employee who is employed for a specific period of time each year, which is eleven (11) months or less, lieu time shall be taken at Christmas Break, Winter Break and at such other times as may be mutually agreed upon between the Employer and Employee. During the Christmas Break and Winter Break such employees shall first use their vacation time, taking lieu time at Christmas Break and Winter Break only after their vacation time to be taken during these break periods has been exhausted.
- W.12.2.2 Employees are permitted to schedule and use lieu time up to and including December 31<sup>st</sup> of that calendar year. Where an Employee is unable to use accumulated lieu time prior to the end of the calendar year, the Employee shall be paid out the balance of lieu time in January of the following year at the appropriate rate of pay.

### **Work Outside Regular Hours of Work**

- W.13 Work performed by Employees covered by this agreement outside their normal hours of work shall be paid at the appropriate rate of overtime. Where such Employee has left his/her work location at the conclusion of his/her regular hours of work and is subsequently required to re-attend at work by the Employer, he/she shall be paid a minimum of three (3) hours at the appropriate overtime rate provided that the requirement to re-attend at work

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is not due to circumstances over which that Employee has no control or which are not due to the Employee's own fault or negligence.

W.14\*\*\* Effective September 1, 2009, an Employee will be scheduled to work for the entire period that a child care centre is in operation on Easter Monday, Civic Holiday and the Board declared day in lieu of Remembrance Day. This provision is only applicable at sites with child care centres operating on the days specified.

### **Notice of Cancellation of Permit**

W.15 In the event a permit is issued for a Saturday, Sunday or a paid holiday and is subsequently cancelled without sixteen (16) hours notice prior to the start of the permit, the Employee scheduled for the overtime will receive three (3) hours pay or the length of the permit whichever is less at the appropriate overtime rate.

### **Distribution of Overtime**

W.16\*\*\* Scheduled overtime assignments shall be distributed as equitably as possible among Employees who normally perform the work at the location where the overtime is required. The Employer will attempt to advise Employees of the required overtime as far in advance as is practical.

W.16.1-SG Where it is determined that an additional work assignment is available, such assignment may be offered first to Employees on Appendix A-4 and then to Employees on Appendix A-2 at regular rates of pay. In the event that the additional work assignment could not be filled as above, it will be offered as overtime and distributed as equitably as possible to Employees on Appendix A-1.

W.16.2 Call outs, unscheduled and emergency overtime are exempt from the requirement to follow any overtime roster or schedule but will be counted towards the hours used to calculate the total annual overtime of each Employee for the purposes of equitable distribution.

### **Overnight Visits**

W.17\*\*\* Despite the above provisions, Employees who are required to accompany classes on overnight visits shall receive four (4) hours' pay at their regular rate of pay for each night of the overnight visit. Such hours shall not be counted towards eligibility for overtime.

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## **Summer Hours**

- W.18 At its discretion, the Employer may implement programs for Summer Hours. Prior to any implementation of such program(s), the matter will be referred to the Labour Management Committee for consultation and discussion.

## **ARTICLE X – ALLOWANCES**

### **Travel Allowances**

- X.1 Employees who are required to use their automobile on approved Employer business shall receive a travel allowance of forty cents (\$0.40) per kilometre. All travel shall be paid on a bi-weekly basis as submitted.

Effective as soon as administratively feasible, the kilometre rate will increase from forty cents (\$0.40) to forty-two cents (\$0.42) per kilometre.

Effective September 1, 2009, Employees will be reimbursed at the rate per kilometre as designated by the Employer.

- X.1.1 Except as between adjacent properties, when transportation between work sites is required by the Employer, the Employee may elect to use his/her own automobile at the above rate and with a minimum five (5) kilometer per trip allowance, or, with the approval of the Employer, may elect to receive the current TTC cash fare for each trip.

- X.1.2 Employees who are required to use their vehicles for Board business may request the Employer to issue a T2200 form. The Employee shall make his/her request no later than January 30th, and the Employer shall issue such T2200 form no later than February 28th of each year.

- X.1.3 Where the Employer requires the Employee to travel between work sites during the normal working hours of the Employee, such travel time shall be deemed as time worked. Sufficient travel time will be allotted.

- X.1.4 No Employee will be required to transport students in their personal vehicle.

### **\*\*\*Tool Allowances**

- X.2\*\*\* Effective September 1, 2010, the Employer will pay an annual tool allowance of one hundred and sixty-nine dollars and thirty-seven cents (\$169.37) to all mechanics and garage helpers actively at work. Other Employees required to buy tools for their job, as decided at the Labour-Management Committee, will receive an annual tool allowance not to exceed one hundred and sixty-nine dollars and thirty-seven cents (\$169.37) per annum for work related tools.

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Effective September 1, 2011, the Employer will pay an annual tool allowance of one hundred and seventy-four dollars and forty-five cents (\$174.45) to all mechanics and garage helpers actively at work. Other Employees required to buy tools for their job, as decided at the Labour-Management Committee, will receive an annual tool allowance not to exceed one hundred and seventy-four dollars and forty-five cents (\$174.45) per annum for work related tools.

Effective September 1, 2019, the Employer will pay an annual tool allowance of one hundred and seventy-six dollars and nineteen cents (\$176.19) to all mechanics and garage helpers actively at work. Other Employees required to buy tools for their job, as decided at the Labour-Management Committee, will receive an annual tool allowance not to exceed one hundred and seventy-six dollars and nineteen cents (\$176.19) per annum for work related tools.

Effective September 1, 2020, the Employer will pay an annual tool allowance of one hundred and seventy-seven dollars and ninety-six cents (\$177.96) to all mechanics and garage helpers actively at work. Other Employees required to buy tools for their job, as decided at the Labour-Management Committee, will receive an annual tool allowance not to exceed one hundred and seventy-seven dollars and ninety-six cents (\$177.96) per annum for work related tools.

Effective September 1, 2021, the Employer will pay an annual tool allowance of one hundred and seventy-nine dollars and seventy-four cents (\$179.74) to all mechanics and garage helpers actively at work. Other Employees required to buy tools for their job, as decided at the Labour-Management Committee, will receive an annual tool allowance not to exceed one hundred and seventy-nine dollars and seventy-four cents (\$179.74) per annum for work related tools.

### **\*\*\*Caretakers Certificate**

#### **X.3\*\*\***

Effective September 1, 2010, the allowance of eleven cents (11¢) per hour for the “Etobicoke Board of Education Caretaker’s Certificate” shall be grandparented for those who currently receive such an allowance.

Effective September 1, 2011, the allowance of eleven cents (11¢) per hour for the “Etobicoke Board of Education Caretaker’s Certificate” shall be grandparented for those who currently receive such an allowance.

Effective September 1, 2019, the allowance of eleven cents (11¢) per hour for the “Etobicoke Board of Education Caretaker’s Certificate” shall be grandparented for those who currently receive such an allowance.

Effective September 1, 2020, the allowance of eleven cents (11¢) per hour for the “Etobicoke Board of Education Caretaker’s Certificate” shall be grandparented for those who currently receive such an allowance.

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Effective September 1, 2021, the allowance of eleven cents (11¢) per hour for the “Etobicoke Board of Education Caretaker’s Certificate” shall be grandparented for those who currently receive such an allowance.

### **\*\*\*Licenses and Endorsements**

X.4\*\*\* The Employer must remove the requirement for a DZ licence on all job postings where DZ’s are not required.

Effective September 1, 2010, Employees in the job classifications identified below shall be paid an allowance of thirty-three cents (33¢) per hour for the shifts the Employees are required to use their A, AZ, D, DZ license or Z endorsement.

Effective September 1, 2011, Employees in the job classifications identified below shall be paid an allowance of thirty-four cents (34¢) per hour for the shifts the Employees are required to use their A, AZ, D, DZ license or Z endorsement.

Effective September 1, 2019, Employees in the job classifications identified below shall be paid an allowance of thirty-four cents (34¢) per hour for the shifts the Employees are required to use their A, AZ, D, DZ license or Z endorsement.

Effective September 1, 2020, Employees in the job classifications identified below shall be paid an allowance of thirty-five cents (35¢) per hour for the shifts the Employees are required to use their A, AZ, D, DZ license or Z endorsement.

Effective September 1, 2021, Employees in the job classifications identified below shall be paid an allowance of thirty-five cents (35¢) per hour for the shifts the Employees are required to use their A, AZ, D, DZ license or Z endorsement.

Auto Mechanic  
Task Force  
Grounds  
Garage Helper  
Courier Logistics

### **\*\*\*Pesticide/Herbicide Spray**

X.5\*\*\* Effective September 1, 2010, Grounds Employees who are licensed for pesticide and/or herbicide spray and who currently receive this allowance shall receive an allowance of sixteen cents (\$0.16) per hour during the period of May 1<sup>st</sup> to October 31<sup>st</sup> inclusive.

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Effective September 1, 2011, Grounds Employees who are licensed for pesticide and/or herbicide spray and who currently receive this allowance shall receive an allowance of seventeen cents (\$0.17) per hour during the period of May 1<sup>st</sup> to October 31<sup>st</sup> inclusive.

Effective September 1, 2019, Grounds Employees who are licensed for pesticide and/or herbicide spray and who currently receive this allowance shall receive an allowance of seventeen cents (\$0.17) per hour during the period of May 1st to October 31st inclusive.

Effective September 1, 2020, Grounds Employees who are licensed for pesticide and/or herbicide spray and who currently receive this allowance shall receive an allowance of seventeen cents (\$0.17) per hour during the period of May 1st to October 31st inclusive.

Effective September 1, 2021, Grounds Employees who are licensed for pesticide and/or herbicide spray and who currently receive this allowance shall receive an allowance of eighteen cents (\$0.18) per hour during the period of May 1st to October 31st inclusive.

### **\*\*\* Air Cooled and Marine Engine Mechanic Branch 1 Certificate**

X.6\*\*\* Effective September 1, 2010, Small Engine Mechanics who possess Air Cooled and Marine Engine Mechanic Branch 1 certificate shall receive an additional forty- four cents (\$0.44) per hour.

Effective September 1, 2011, Small Engine Mechanics who possess Air Cooled and Marine Engine Mechanic Branch 1 certificate shall receive an additional forty-five cents (\$0.45) per hour.

Effective September 1, 2019, Small Engine Mechanics who possess Air Cooled and Marine Engine Mechanic Branch 1 certificate shall receive an additional forty-five cents (\$0.45) per hour.

Effective September 1, 2020, Small Engine Mechanics who possess Air Cooled and Marine Engine Mechanic Branch 1 certificate shall receive an additional forty-six cents (\$0.46) per hour.

Effective September 1, 2021, Small Engine Mechanics who possess Air Cooled and Marine Engine Mechanic Branch 1 certificate shall receive an additional forty-six cents (\$0.46) per hour.

### **Lead Hand**

X.7 *Note: As of September 1, 2011, applicable to Security Guards.*

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Effective September 1, 2011, if an Employee is required to act as a lead hand where a lead hand job classification does not exist, the Employee shall be entitled to an allowance of seventy-nine cents (\$0.79) per hour.

Effective September 1, 2016, if an Employee is required to act as a lead hand where a lead hand job classification does not exist, the Employee shall be entitled to an allowance of eighty cents (\$0.80) per hour.

Effective September 1, 2019, if an Employee is required to act as a lead hand where a lead hand job classification does not exist, the Employee shall be entitled to an allowance of eighty-one cents (\$0.81) per hour.

Effective September 1, 2020, if an Employee is required to act as a lead hand where a lead hand job classification does not exist, the Employee shall be entitled to an allowance of eighty-two cents (\$0.82) per hour.

Effective September 1, 2021, if an Employee is required to act as a lead hand where a lead hand job classification does not exist, the Employee shall be entitled to an allowance of eighty-two cents (\$0.82) per hour.

### **\*\*\*Engineer / BES Certificate**

X.8\*\*\* Effective September 1, 2011, an allowance of thirty-four cents (\$0.34) per hour shall be paid to Employees required to utilize their engineering certificates in registered plants. An allowance of forty-seven cents (\$0.47) per hour for a Class 2 Building Environmental Systems certificate and seventy-one cents (\$0.71) per hour for a Class 1 Building Environmental Systems certificate shall be paid to Employees who possess such certificates and are required to utilize them in plants designated by the Employer.

Effective September 1, 2016, an allowance of thirty-four cents (\$0.34) per hour shall be paid to Employees required to utilize their engineering certificates in registered plants. An allowance of forty-seven cents (\$0.47) per hour for a Class 2 Building Environmental Systems certificate and seventy-two cents (\$0.72) per hour for a Class 1 Building Environmental Systems certificate shall be paid to Employees who possess such certificates and are required to utilize them in plants designated by the Employer.

Effective September 1, 2019, an allowance of thirty-four cents (\$0.34) per hour shall be paid to Employees required to utilize their engineering certificates in registered plants. An allowance of forty-seven cents (\$0.47) per hour for a Class 2 Building Environmental Systems certificate and seventy-three cents (\$0.73) per hour for a Class 1 Building Environmental Systems certificate shall be paid to Employees who possess such certificates and are required to utilize them in plants designated by the Employer.

Effective September 1, 2020, an allowance of thirty-five cents (\$0.35) per hour shall be paid to Employees required to utilize their engineering

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certificates in registered plants. An allowance of forty-eight cents (\$0.48) per hour for a Class 2 Building Environmental Systems certificate and seventy-three cents (\$0.73) per hour for a Class 1 Building Environmental Systems certificate shall be paid to Employees who possess such certificates and are required to utilize them in plants designated by the Employer.

Effective September 1, 2021, an allowance of thirty-five cents (\$0.35) per hour shall be paid to Employees required to utilize their engineering certificates in registered plants. An allowance of forty-eight cents (\$0.48) per hour for a Class 2 Building Environmental Systems certificate and seventy-four cents (\$0.74) per hour for a Class 1 Building Environmental Systems certificate shall be paid to Employees who possess such certificates and are required to utilize them in plants designated by the Employer.

X.8.1\*\*\* There shall be no pyramiding or duplication of allowances for Employees who possess both certifications under X.9.

### **Other Allowances**

X.9 Allowances for any licenses, required by the Employer, other than those required for the job classification, shall be referred to Labour Management for discussion.

### **Equipment, Supplies and Uniforms**

X.10 Uniform Allowance – Caretaking, Operational Maintenance, Transportation, Warehouse, and Security.

X.10.1 The Employer and Union will determine through a subcommittee of Labour Management the composition and timing of the uniform issue. Such subcommittee shall be equally comprised of up to two (2) Employer and Union representatives. Meetings of the subcommittee will be held at mutually agreed upon times with a minimum of one (1) meeting per calendar year.

X.10.2\*\*\* The Employer shall supply a uniform, at Employer expense, to Employees who are required to wear a uniform. Such Employees shall be given an opportunity to select from a list of apparel established by the subcommittee of Labour Management.

In the alternative, an Employee may elect a standard issuance of two (2) pairs of Denver Hayes wrinkle resistant Pants (c649746w) or equivalent and three (3) basic short sleeve shirts (60s/s) or equivalent.

Effective September 1, 2010, the maximum expenditure will be increased to one hundred and eighty-five dollars (\$185).

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Effective September 1, 2011, the maximum expenditure will be increased to two hundred dollars (\$200.00).

Effective September 1, 2020, the maximum expenditure will be for either uniform options will be two hundred dollars (\$200.00) in each year of the Collective Agreement.

X.10.3\*\*\* Matron may elect to receive the above options or the standard matron issuance, which consists of three (3) smocks and one (1) pair of flat heel, non-slip sole, closed toe and heel shoes.

Effective September 1, 2010, the maximum expenditure will be increased to one hundred and eighty-five dollars (\$185).

Effective September 1, 2011, the maximum expenditure will be increased to two hundred dollars (\$200).

Effective September 1, 2020, the maximum expenditure will be increased to two hundred dollars (\$200) in each year of the Collective Agreement.

X.10.4\*\*\* Coveralls – The Employer will provide and clean coveralls at the Employer's expense for Employees in the following job classifications: Auto Mechanic, Garage Helper. Additional coveralls will be made available at the maintenance shops for Operational Maintenance Employees as required. The use of such coveralls by Operational Maintenance Employees shall be discussed at Labour Management. Disposable coveralls will be made available to Head Caretakers required to perform boiler maintenance.

X.11 New Employees hired in job classifications in Appendix A-1 will be allotted an issuance of four (4) shirts, two (2) pairs of pants, and one (1) coat of the employee's choosing; either a windbreaker, parka, or bomber jacket.

X.11.1.1-SG New Supply Employees hired in job classifications in Appendix A-4 required to wear a uniform will be allotted an initial issuance of two (2) shirts, one (1) pair of pants, and one (1) multi seasonal patrol jacket. In the event that a Supply Employee becomes an Appendix A-1 or Appendix A-2 Employee, after receiving this initial issuance, they shall be entitled to the balance of the initial issuance as outlined in X.11.

X.11.2\*\*\* Employees hired after September 1, 2020 in job classifications in Appendix A-2 will be allotted an issuance of four (4) shirts, two (2) pairs of pants, and one (1) coat of the employee's choosing; either a windbreaker, parka, or bomber jacket.

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Employees on Appendix A-2 will continue to receive an annual issuance of two (2) shirts and one (1) pair of pants.

Should an employee be promoted to a position on Appendix A-1 they shall not receive a second voucher within the same years' issuance.

**\*\*Not applicable to Security Guards**

- X.12 All active Employees, required by the Employer to wear "green triangle" safety footwear, shall be reimbursed upon presentation of receipts, once every fiscal year, for the cost of one pair of Canadian Standards Association (CSA) approved green triangle safety footwear to a maximum of one hundred and forty dollars \$140 inclusive of all applicable taxes.
- X.12.1 Employees who require specialized footwear due to legitimate health reasons and who provide certification from a medical practitioner may be accommodated.
- X.12.1.1 Discussion on when such footwear is required shall be discussed at Labour Management.
- X.12.2 Employees must wear Canadian Standard Association (CSA) approved green triangle safety footwear at all times while on duty.
- X.13-SG The Employer shall supply personal body armour to each Security Guard which shall be replaced at the Employer's discretion if damaged in the course of employment.

## **ARTICLE Y – WAGES**

- Y.1 Wages shall be paid in accordance with the schedule of wages shown in Appendices A-1, A-2, A-3 and A-4.
- Y.1.1 It is understood that the rates for new and restructured jobs, including jobs created or restructured before or after the signing of this agreement, to which the increases shall apply are the final rates as approved by the Pay Equity/Job Classification Committee.
- Y.2 Employee wages shall be paid biweekly by direct bank deposit to the Employee's personal account at a bank, trust company or credit union. Employees working regularly scheduled hours will be paid on an up-to-date basis except where an Employee's hours (or additional/overtime hours) are recorded by time card.

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## **Errors in Pay**

- Y.2.1 In the event of an error in regular pay being made by the Employer in the amount of greater than one (1) day's pay, correction will be made within three (3) working days after notification has been received from the Employee.

### **\*\*\*Wage Protection**

- Y.3\*\*\* If as a result of the application of Appendix E and the resulting application of Article BB through the redeployment process, an Employee assumes a position with a lower rate of pay, such Employee shall be red-circled at his/her higher rate of pay for one year from the date he/she commences performing the duties of the lower-rated job.
- Y.4\*\*\* Any Employee who, at the signing of this Collective Agreement, has already assumed a lower-rated job through the redeployment process, shall be red-circled at his/her higher rate of pay for one year from the date he/she commenced performing the duties of the lower-rated job.

## **Deductions from Pay**

- Y.5 The Board may not make deductions from wages and salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement.
- Y.5.1 Notwithstanding Y.5 above, in the case of overpayment of wages, the Employer will contact the Employee to discuss a repayment plan.

## **Issuance of Record of Employment**

- Y.6 The Employer will issue a Record of Employment within five (5) working days of the last day of work in accordance with the appropriate legislation.

### **\*\*\*Retroactivity**

- Y.7\*\*\* Retroactivity on wages only shall apply to the Employees on staff at the last date of ratification, to retired Employees, to Employees on approved leave of absence, to the estate of deceased Employees, in each case prorated according to the time worked since September 1, 2008.

## **New Job Classifications**

- Y.8 When the Employer establishes a new job classification within the bargaining unit, the Pay Equity/Classification Committee shall evaluate the new job classification to determine the rate of pay.

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## **Information On Pay Stubs**

- Y.9 An Employee shall receive a pay stub, which shall indicate:
- a) the name of the Employee and the Employer
  - b) the total hours worked each day during the pay period at straight time
  - c) the total hours worked at the overtime rate
  - d) the hourly rate
  - e) the year to-date calculations (T4 information)
  - f) the amount of pay in lieu of paid vacation if applicable
  - g) details of all deductions and contributions
  - h) the amount of travelling and other allowances
  - i) pay period
  - j) balance of sick credits/vacation credits if applicable
  - k) Employee number
  - l) Employer and Employee's contribution to the cost of benefits listed in Article S where applicable, if enrolled
  - m) the amount of pay in lieu of paid holidays if applicable
  - n) the Employee's bank account number and S.I.N. shall be blanked out
  - o) if applicable, overtime in lieu

## **ARTICLE Z – PENSION PLANS**

- Z.1 Employees shall have the opportunity to continue to participate in the OMERS Pension Plan as permitted by and in accordance with the OMERS regulations.

Qualified and eligible Employees shall continue to participate in the Ontario Teachers' Pension Plan as permitted by and in accordance with Ontario's Teachers' Pension Act regulations.

## **ARTICLE AA – JOB SECURITY**

### **Contracting Out**

- AA.1 Subject to the agreement of the parties or as provided under this Agreement, no work, which is performed by the Bargaining Unit Employees shall be contracted out if it results in the termination, layoff, or reduction of regularly scheduled hours of work or work week of an Employee at the time of the

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contracting out or at any subsequent time, except to the extent to which such work is contracted out as at March 13, 1999.

## **Volunteers**

AA.2 It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the terms and conditions of employment of a bargaining unit Employee or permanently replaces, or is used in lieu of employing a Bargaining Unit Employee.

The above paragraph is not intended to preclude the Employer from:

- (a) Providing opportunities for co-op students to work with members of the bargaining unit or other board employees as part of their school/college/university programs.
- (b) Providing opportunities for high school students to fulfill their community service obligations through activities inside or outside the classroom.
- (c) Allowing for the legitimate involvement of parents and community members as volunteers in schools in programs, field trips or projects, or for such other purposes as the parties may agree.

Providing that these provisions do not detract from or adversely affect the application of this article.

## **Part-time Employees**

AA.3 The number of part-time Employees, excluding students employed during the school vacation period (May 1<sup>st</sup> to Labour Day), shall be limited to twenty percent (20%) of full-time bargaining unit Employees. Scheduling of such Employees shall be in accordance with established practices.

AA.3.1\*\*\* The number of students employed during the school vacation period (May 1<sup>st</sup> to Labour Day) shall be limited to ten percent (10%) of full-time bargaining unit Employees. Students may be employed (Monday to Friday), during the school vacation period between May 1<sup>st</sup> and Labour Day.

## **Technological Change**

AA.4\*\*\* This article shall not apply to matters covered by Appendix "E" to this agreement unless the restructuring of a department or the integration of operations referred to in Appendix "E" involved also a technological change as defined herein, in which case this article applies.

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- AA.5 Technological change is defined as the introduction of new electronic equipment or mechanization which necessitates the acquisition of new job related skills.
- AA.6 When the Employer decides to introduce technological change, five (5) representatives of the Board shall meet with five (5) representatives of the Union to discuss:
- AA.6.1 no later in than twelve (12) weeks prior to introduction of the change
- (i) the working environment of Employees affected by the technological change;
  - (ii) special arrangements which may be necessary to ensure the safe operation of equipment introduced as a result of technological change;
  - (iii) standards and procedures for the ongoing maintenance, inspection and repair of equipment.
- AA.6.2 no later than six (6) weeks prior to introduction of the change
- (i) any reduction in the number of permanent Employees resulting from the technological change
  - (ii) the manner in which AA.7 and AA.8 of this article will be applied to Employees impacted by the technological change.
- AA.7 When technological change is introduced, affected Employees will be given on the job training, or, where appropriate off-site training, without loss of pay, to a maximum of three (3) weeks to acquire the necessary skills required by such change. Where appropriate the Employer may, in its discretion, determine to provide additional training beyond the three (3) weeks.
- AA.8 In the event of technological change, Employees covered by this agreement with two (2) or more years Board seniority whose employment is affected by such change, if they cannot be trained as per AA.7, will be placed in alternative employment with the Board, their rate of pay shall be red-circled, and they will not be terminated or laid-off from employment by the Board as a result of such change.
- AA.9 Where a position covered by this agreement is reclassified to lower level because of technological change,
- a) the wage rate of the Employee in such position, at the time of the technological change, shall be red-circled until the rate of the reclassified position reaches that level,

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- b) the Employee shall be offered other existing vacancies in the same wage classification and status as their previous position prior to reclassifications in accordance with the Employee's seniority and overall qualifications to do the work.
- c) an Employee who refuses the position offered in (b) shall thereafter receive the rate of pay of the position the Employee then holds.

AA.10 Any dispute with respect to the application of this section may be submitted to expedited arbitration as set out in the Re-deployment provisions of this agreement.

**\*\*\*North York Contract**

AA.11\*\*\* The North York school cleaning contracts shall be terminated on or before August 31, 2000 and the work undertaken pursuant to those contracts returned to Employees in the Bargaining Unit.

- AA.12\*\*\*
- a) If the Employer determines that work within the bargaining unit is available, and the seasonal Employee has the skills and ability to perform the work, the work will be offered to the seasonal Employee(s) in order of seniority. (Refusal of such an offer does not affect any other right of the seasonal Employee under the Collective Agreement.)
  - b) While in a position offered under clause (a), the seasonal Employee will be paid at the rate of pay for that position.

**ARTICLE BB – SURPLUS/TRANSFER/BUMPING/LAYOFF/RECALL PROVISIONS**

These provisions shall only apply to Employees on Seniority List A (except as noted in BB.30).

**General Guidelines**

\*\*\*[Transitional Procedures: During the Transition Period, the obligation in BB.1 below, will be postponed until not less than forty-five (45) working days prior to the District-Wide Date as defined in Appendix E.]

BB.1 A List of Employees to be declared surplus from Seniority List A will be made available to the Union at least thirty (30) working days prior to the surplus becoming effective. The Employer shall give thirty (30) working days notice of declaration of surplus to the Employees on the list made available to the Union.

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- BB.2 All transfer, bumping or recall procedures will be made in accordance with seniority, subject to the Employee's ability to perform the normal requirements of the job, except where certification and/or licensing is required.
- BB.3 Wherever practicable, the number of changes and disruptions to the operations of the Employer shall be minimized.
- BB.4 A surplus Employee will not be required to transfer or bump, and a laid off Employee will not be required to be recalled, to a position that results in a lower annual rate of earnings (exclusive of overtime) than that which exists for such Employee in the position from which the Employee was declared surplus.
- BB.4.1 When an Employee accepts a position with a lower annual rate of earnings (exclusive of overtime), such Employee shall have no further right to transfer, bump or recall except.
- BB.4.1.1 Within twenty-four (24) months of the Employee's placement in the lower paid position a vacancy becomes available in the same wage classification and same status as the Employee's pre-displacement wage classification and status, the Employee will be offered such transfer.
- BB.4.1.2 Such offer of transfer as described in BB.4.1.1 above will be made only once.
- BB.4.1.3 An Employee's decision not to transfer, bump or be recalled to a position with a lower annual rate of earnings (exclusive of overtime) will not otherwise limit the Employee's right to bump or be recalled.
- BB.5 A surplus Employee cannot transfer or bump into, and a laid off Employee cannot be recalled to, a higher wage classification.
- BB.6 For the purpose of this article, "status" means:
- BB.6.1 regularly scheduled hours of work of the position per week (exclusive of overtime), and,
- BB.6.2 length of work year.
- BB.7 For the purpose of this article, "same wage classification" means those job classifications with the same maximum job rate, exclusive of shift premium and overtime.
- BB.8 For the purpose of this article, "annual rate of earnings" means the straight time hourly or weekly rate multiplied by the number of regularly scheduled hours of work or weeks per year.

**\*\*\* = NOT applicable to Security Guards**  
**SG = Provisions applicable to Security Guards Only**

- BB.9 No Employee on Seniority List A who has completed the probationary period, shall be laid off while a probationary Employee, temporary Employee, part-time Employee, Supply Employee on Appendix A-4 or student is employed in a position which the Employee on Seniority List A has the requisite ability to perform the normal requirements of the job. The probationary, temporary, part-time, supply Employee or student shall be laid off first.
- BB.10 In the event of a layoff involving Employees with the same seniority date, the laid off Employee will be determined by the Employee's seniority number.

### **Surplus**

- BB.11 In the event of what is primarily a District-wide reduction in staff, Employees will be declared surplus in the reverse order of their seniority within their job classification.
- BB.12\*\*\* In the event of other reductions such as a site/location reduction in staff, the Employees in the affected sites or locations will be identified within their job classification in order of seniority and equivalent number of the most junior staff in the same job classifications throughout the Board shall be declared surplus.
- BB.13\*\*\* In the event of site/location reduction in staff, Employees on List 'B' and 'C' shall be declared surplus prior to List 'A' Employees. Notwithstanding the foregoing, the Employer shall make reasonable effort to accommodate the List 'A' Employee in a nearby location. Where there is no location nearby which will effectively utilize the remainder of the List 'A' Employee's shift, the List 'A' Employee will be declared surplus.

### **Posting and Transfers**

- BB.14 Any vacancy resulting from a declaration of surplus as in BB.11 to BB.13 or otherwise existing shall be posted and filled in accordance with the provisions of Article P of this Agreement.
- BB.14.1 An Employee on Seniority List A who has completed his/her probationary period who is declared surplus and is transferred to a temporary vacancy will be subsequently transferred to the first available vacancy in the same wage classification and same status.

[Transition Period: (1) During the Transition Period, an Employee will be declared surplus as set out in the Transitional Note to clause BB.1 (2) Employees declared surplus will be transferred pursuant to BB. 14. Those surplus Employees not so transferred will be placed in a temporary assignment and will not exercise further rights until the District-Wide Date (referred to in Appendix E) at which time such Employees will follow the procedures set out in this Article BB, commencing at BB.15, then BB.17, BB.18 – BB.23 (Bumping) and BB.24 to BB.27 (Recall)]

\*\*\* = NOT applicable to Security Guards  
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- BB.15 If there is no available vacancy pursuant to BB.14, and prior to exercising rights under BB.18 to BB.23, the surplus Employee may opt to transfer to any available vacancy at the same wage classification or a lower wage classification, which results in a lower annual rate of earnings (exclusive of overtime).
- BB.16 An Employee who was placed in a vacancy shall be permitted a twenty (20) working days familiarization period.
- BB.16.1 An Employee who is unable to perform the normal requirements of the job during the familiarization period shall either be entitled to exercise bumping under BB.18 to BB.23, voluntarily choose to fill a vacancy at a lower classification under BB.15, or voluntarily choose layoff under BB.17.
- BB.17 A surplus Employee who has not been placed pursuant to BB.14 to BB.16 has the right within ten (10) working days of receipt of their surplus notice, to choose layoff rather than exercise any bumping rights. Such choice is without prejudice to the Employee's right of recall.

## **Bumping**

- BB.18 "Bumping" means the process whereby a surplus Employee displaces the least senior Employee in the following order:
- BB.18.1\*\*\* However, an Employee in the caretaker/matron or matron classification shall be entitled to bump a junior Employee in the caretaker classification in accordance with the provision of article BB.18 providing that she has the skill and ability to perform the normal requirements of the job.
- BB.19 An Employee cannot bump an Employee with higher seniority.
- BB.20 A Seniority List A Employee who has completed the probationary period may bump a temporary Employee, but will not be required to bump a temporary Employee.
- BB.21 A temporary Employee shall not bump an Employee on Seniority List A.
- BB.22 An Employee who exercises bumping rights shall be permitted a twenty (20) working day familiarization period.
- BB.22.1 An Employee who is unable to perform the normal requirements of the job during the familiarization period shall be laid off.
- BB.23 An Employee who is unable to bump any other Employee will be given thirty (30) working days notice of layoff unless a statute grants a right more favourable to the Employee.

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## **Recall**

- BB.24 An Employee on layoff will be recalled in order of seniority to any vacancy, provided it does not result in a higher annual rate of earnings (exclusive of overtime).
- BB.24.1 The Employer shall notify the Employee of recall opportunity by telephone and will then confirm such opportunity by registered mail, addressed to the last address on record with the Employer. Notification will be copied to the Union. The notification will state the vacancy, the wage classification and status, which the Employee is eligible to be recalled and the date and time at which the Employee shall report to work. Employees shall be allowed a maximum of ten (10) working days to report to work if they are unable to report at an earlier time should an earlier report date be offered.
- BB.25 If an Employee on layoff does not accept recall to a position with the same wage classification, same status, and within the same administrative region from which the Employee was laid off, such Employee shall be deemed to have resigned.
- BB.25.1 An Employee may refuse recall, only twice, to a position with the same Wage Classification and same status, which is outside their administrative region. If an Employee does not accept recall to such a position on the third offer such Employee shall be deemed to have resigned.
- BB.26 An Employee may waive the right to recall to any position or temporary position that results in a different status and/or a different wage classification from the Employee's pre-layoff wage classification and status without prejudice to the right of recall to the wage classification and status from which the Employee was originally laid off.
- BB.26.1 Upon accepting recall to a position with a lower annual rate of earnings (exclusive of overtime), an Employee shall waive all rights to a further recall except as provided in BB.4.1.
- BB.27 An Employee who exercises the right of recall shall be permitted a twenty (20) working day familiarization period.
- BB.27.1 An Employee who is unable to perform the normal requirements of the job during the familiarization period shall continue on layoff as if there had been no recall.
- BB.28 If an Employee is recalled in accordance with BB.2 during a period of any approved leave, the Employee will accept recall and commence employment at the conclusion of the leave(s) or termination of employment will be confirmed.

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- BB.29 An Employee accepting recall to a temporary position or assuming a temporary position under BB.9 shall remain as an Employee without any effect on their seniority standing. If the Employee has not been placed in a non-temporary position at the conclusion of the temporary assignment, the Employee shall return to their position on the recall list or exercise their right to bump as the case may be.
- BB.30 In the event of a reduction of Employees on Seniority List B, Employees will be laid off in the reverse order of their seniority within their job classification in their site/location. An Employee from Seniority List B on layoff will be recalled in order of seniority to an available vacancy within their job classification.
- BB.31 No new Employee shall be hired to fill a vacant position within the bargaining unit until laid off members of the bargaining unit who are qualified have been given the opportunity of recall.
- BB.32\*\*\* If a school, site or work location is re-opened and staffed by the Employer within one year of its closure date, each employee last occupying positions within the school, site or work location will have the right of first refusal to return to their respective job classification before they are posted and filled in accordance with the provisions of the Agreement.

## **ARTICLE CC– GENERAL**

- CC.1 The Employer will provide the Union with an electronic version of the Collective Agreement as soon as reasonably possible after the Central and Local Agreements have been signed and proofread.
- The Employer shall make available a copy of the Collective Agreement on the Employer's intranet system.
- The Employer shall endeavour to create an HTML version of the collective agreement, containing an index and hyperlinks for ease of use within One Hundred Twenty (120) days after the Central and Local Agreements have been ratified, signed and proofread.
- CC.2 All words in this Agreement in the singular shall, when the context so requires, include the plural and shall be gender neutral.

### **Successor Rights**

- CC.3 In the event the Employer shall merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to discuss the retention of seniority rights for all Employees who are members of the bargaining unit with the new employer.

\*\*\* = NOT applicable to Security Guards  
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## **Professional Fees and Licenses**

- CC.4 The Ontario College of Teachers fee shall be collected and remitted to the Ontario College of Teachers on behalf of Employees who so request and who are eligible to be members of the College.
- CC.5 When an Employee is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected by the Employer, the Employee shall pay the fee to the Employer in the manner determined by the Employer.

## **Schedules and Appendices**

- CC.6 Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Collective Agreement.
- CC.7 Employees required to travel on ferry to the Island Natural Science School for work purposes shall be eligible for reimbursement for ferry tickets. This practice will continue for the term of the Collective Agreement.

## **ARTICLE DD – DURATION AND TERMINATION**

*(See Part A - Central Terms - Article C3.1)*

- DD.1 The term of this Agreement shall commence September 1, 2014 and shall expire on August 31, 2019.
- DD.2 This Agreement shall continue in effect from year to year unless either party notifies the other party, in writing, of its desire to amend or terminate the said Agreement. Notice of amendment or termination may only be given during a period of not more than ninety (90) calendar days prior to the termination date of the Agreement, or any succeeding anniversary date.
- DD.3 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement, subject to ratification by membership prior to implementing.

## **ARTICLE EE – ACCOMMODATION**

- EE.1 The Employer and the Union both recognize their obligations under the Human Rights Code to attempt to accommodate, short of undue hardship, an Employee within the bargaining unit who is incapable due to disability to perform the essential duties or meet the essential requirements of his/her job.

\*\*\* = NOT applicable to Security Guards  
SG = Provisions applicable to Security Guards Only

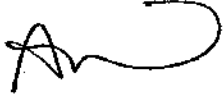
It is also recognized that the Employee has an obligation to provide satisfactory medical evidence to the Employer concerning his/her incapability or restrictions. A request by the Employer that an Employee be examined by the Employer's doctor shall not be made unreasonably. Accommodation may include assigning the Employee to an available vacant position in the bargaining unit, without posting, provided that the Employee has the qualifications, skills and ability to perform the regular duties of the position. It is understood that such transfer shall not alter the bargaining unit seniority date of any Employee. Further, should such transfer be to a position with a lower wage classification, the Employee will be paid at the applicable rate in the lower wage classification.

### **Accommodation During Pregnancy**

EE.2 Where working conditions may be hazardous to the unborn child or to the pregnant Employee, and where the Employee has submitted a medical note verifying the pregnancy and outlining her specific restrictions during pregnancy, the Employee shall be entitled to transfer to another position, if available, provided the Employee is capable of performing the essential duties of that position. Such transfer shall be granted without regard to seniority unless more than one (1) person is seeking a transfer to the same position pursuant to this Article, in which case seniority shall be the determining factor.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of this 23<sup>rd</sup> day of September, 2021.

**Toronto District School Board**

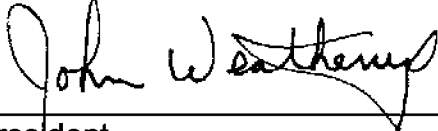


\_\_\_\_\_  
Chair

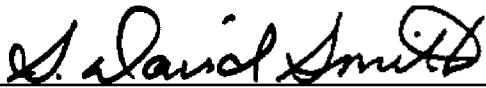


\_\_\_\_\_  
Director of Education

**LOCAL 4400  
CANADIAN UNION OF PUBLIC EMPLOYEES**



\_\_\_\_\_  
President



\_\_\_\_\_  
Vice-President

Negotiations Team

- Dave Smith
- Glen Amiro
- John McDougall
- Duane Kennedy
- John Douglas
- Carlos Capurro
- Kevin Rodrigues

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# APPENDIX A-1

## SCHEDULE OF WAGES SEPTEMBER 1, 2019 – AUGUST 31, 2022

*See Memorandum of Settlement Paragraph #11 - Central Terms.*

*Job Group #	Position	Effective Sept 1, 2019		Effective Sept 1, 2020		Effective Sept 1, 2021	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
1	<u>Shift Leader</u>						
	Shift Leader		26.65		26.92		27.19
	Shift Leader with 4 <sup>th</sup> class engineer cert	N/A	27.26	N/A	27.53	N/A	27.81
	Shift Leader with 3 <sup>rd</sup> class engineer cert		27.58		27.86		28.14
	Shift Leader with 2 <sup>nd</sup> class engineer cert		27.72		28.00		28.28
2	Auto Mechanic	N/A	36.31	N/A	36.67	N/A	37.04
2A	Auto Mechanic – Lead Hand	N/A	37.77	N/A	38.15	N/A	38.53
3	Bus Driver	24.61	26.64	24.86	26.91	25.11	27.18
3A	Bus Driver – Lead Hand	N/A	28.07	N/A	28.35	N/A	28.63
3B	Low Incident/High Risk Bus Driver	26.74	27.34	27.01	27.61	27.28	27.89
3C	Low Incident/High Risk Bus Driver – Lead Hand	N/A	28.83	N/A	29.12	N/A	29.41
4	<u>Caretaker</u>						
	Caretaker		24.82		25.07		25.32
	Caretaker with 4 <sup>th</sup> class engineer cert	23.70	25.43	23.94	25.68	24.18	25.94
	Caretaker with 3 <sup>rd</sup> class engineer cert		25.76		26.02		26.28
	Caretaker with 2 <sup>nd</sup> class engineer cert		25.95		26.21		26.47
4A	<u>Caretaker – Equip/Environ</u>						
	Caretaker – Equip/Environ						
	Caretaker – Equip/Environ with 4 <sup>th</sup> class Engineer cert	N/A	25.90	N/A	26.16	N/A	26.42
	Caretaker – Equip/Environ with 3 <sup>rd</sup> class Engineer cert		26.47		26.73		27.00
	Caretaker – Equip/Environ with 2 <sup>nd</sup> class Engineer cert		26.79		27.06		27.33
4B	Caretaker – Parking Lot Attendant	N/A	25.03	N/A	25.28	N/A	25.53
4C	Caretaker – Outdoor Education Centre-Lead Hand	N/A	28.44	N/A	28.72	N/A	29.01

\*\*\* = NOT applicable to Security Guards  
SG = Provisions applicable to Security Guards Only

*Job Group #	Position	Effective Sept 1, 2019		Effective Sept 1, 2020		Effective Sept 1, 2021	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
5**	Building Automation Systems Specialist	34.47	41.40	34.81	41.81	35.16	42.23
6	<u>Head Caretaker (0-75,000 sq. ft.)</u>						
	Code 1		28.68		28.97		29.26
	Code 1 with 4 <sup>th</sup> class engineer cert	N/A	29.30	N/A	29.59	N/A	29.89
	Code 1 with 3 <sup>rd</sup> class engineer cert		29.61		29.91		30.21
	Code 1 with 2 <sup>nd</sup> class engineer cert		29.76		30.06		30.36
7	<u>Head Caretaker (75,001-150,000 sq. ft.)</u>						
	Code 2		30.28		30.58		30.89
	Code 2 with 4 <sup>th</sup> class engineer cert	N/A	30.92	N/A	31.23	N/A	31.54
	Code 2 with 3 <sup>rd</sup> class engineer cert		31.21		31.52		31.84
	Code 2 with 2 <sup>nd</sup> class engineer cert		31.37		31.68		32.00
8	<u>Head Caretaker (150,001 + sq. ft.)</u>						
	Code 3		33.61		33.95		34.29
	Code 3 with 4 <sup>th</sup> class engineer cert	N/A	34.22	N/A	34.56	N/A	34.91
	Code 3 with 3 <sup>rd</sup> class engineer cert		34.49		34.83		35.18
	Code 3 with 2 <sup>nd</sup> class engineer cert		34.63		34.98		35.33
10	Driver Courier – Truck – Driver’s Helper	24.91	25.50	25.16	25.76	25.41	26.02
10A	Driver Courier – Lead Hand – Dispatcher/Driver	N/A	27.82	N/A	28.10	N/A	28.38
11	Small Engine Mechanic	N/A	30.94	N/A	31.25	N/A	31.56
14A	General Helper	23.97	24.82	24.21	25.07	24.45	25.32
14B	Skilled Helper	24.73	26.25	24.98	26.51	25.23	26.78
14C	General Maintenance	27.71	28.28	27.99	28.56	28.27	28.85
14D	Groundsperson – Lead hand	N/A	27.72	N/A	28.00	N/A	28.28
14E	Maintenance Improver – Technical	N/A	27.06	N/A	27.33	N/A	27.60
14F	Mechanical Maintenance Technician	N/A	30.94	N/A	31.25	N/A	31.56
15	Matron	22.44	23.85	22.66	24.09	22.89	24.33
16	Maintenance Stockkeeper	25.53	27.52	25.79	27.80	26.05	28.08
16A	Maintenance Stockkeeper – Lead Hand	N/A	30.12	N/A	30.42	N/A	30.72

\*\*\* = NOT applicable to Security Guards  
SG = Provisions applicable to Security Guards Only

*Job Group #	Position	Effective Sept 1, 2019		Effective Sept 1, 2020		Effective Sept 1, 2021	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
17	Communications Clerk Caretaker (Lobby Attendant) Surveillance Operator	N/A	30.12	N/A	30.42	N/A	30.72
23	Assistant Grounds Foreperson	N/A	30.94	N/A	31.25	N/A	31.56
23A	<u>Assistant Team Leader</u> Assistant Team Leader Assistant Team Leader with 4 <sup>th</sup> class engineer cert Assistant Team Leader with 3 <sup>rd</sup> class engineer cert Assistant Team Leader with 2 <sup>nd</sup> class engineer cert	N/A	35.46 36.04 36.36 36.53	N/A	35.81 36.40 36.72 36.90	N/A	36.17 36.76 37.09 37.27
23B	<u>Compliance Trainer</u> Compliance Trainer with 4 <sup>th</sup> class engineer cert Compliance Trainer with 3 <sup>rd</sup> class engineer cert Compliance Trainer with 2 <sup>nd</sup> class engineer cert	N/A	35.46 36.04 36.36 36.53	N/A	35.81 36.40 36.72 36.90	N/A	36.17 36.76 37.09 37.27
24	Housekeepers – Outdoor Education Centre	23.70	24.82	23.94	25.07	24.18	25.32
24A	Housekeeper – Outdoor Education Centre – Lead Hand	N/A	25.91	N/A	26.17	N/A	26.43
26	Engineer – 2 <sup>nd</sup> Class	N/A	28.97	N/A	29.26	N/A	29.55
26A	Chief Engineer – 2 <sup>nd</sup> Class	N/A	30.84	N/A	31.15	N/A	31.46
27	Engineer – 3 <sup>rd</sup> Class High Pressure	N/A	27.37	N/A	27.64	N/A	27.92
30	Stock Clerk, Warehouse	22.84	26.61	23.07	26.88	23.30	27.15
30A	Caretaker – Shipper/Receiver	23.70	26.29	23.94	26.55	24.18	26.82
30B	Stockkeeper Warehouse – Lead Hand	26.09	30.12	26.35	30.42	26.61	30.72
30C	Receiver Warehouse	N/A	28.76	N/A	29.05	N/A	29.34
32	Woodsperson – Outdoor Education Centre	T.B.D.	32.01	T.B.D.	32.33	T.B.D.	32.65
32A	Assistant Woodsperson – Outdoor Education Centre	T.B.D.	26.65	T.B.D.	26.92	T.B.D.	27.19
33	Security Guard	28.64	34.06	28.93	34.40	29.22	34.74

\*\*\* = NOT applicable to Security Guards  
SG = Provisions applicable to Security Guards Only

## Schedule of Wages Notes

\* Job Group # refers to the Job Groups as awarded during the Harmonization process

\*\* Five (5) steps between minimum and maximum, movement through the grid will be on an annual basis.

N/A – Not Applicable      T.B.D. – To Be Determined.

Note: (i) Minimum hourly rate only applies to new employees hired from outside the TDSB;  
(ii) The above hourly rates include the negotiated general wage increases as follows:

Note: The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

## APPENDIX A-2

### SCHEDULE OF WAGES SEPTEMBER 1, 2019 – AUGUST 31, 2022

*Job Group #	Position	Effective Sept 1, 2019		Effective Sept 1, 2020		Effective Sept 1, 2021	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
9	Part-time Cleaners/Caretakers	20.41	21.99	20.61	22.21	20.82	22.43
	Part-time Security Guard	28.64	34.06	28.93	34.40	29.22	34.74
24	Housekeepers – Outdoor Education Centre	<i>Refer to Appendix A-1</i>					
24A	Housekeeper – Outdoor Education Centre - Lead Hand						

\*\*\* = NOT applicable to Security Guards  
SG = Provisions applicable to Security Guards Only

\* Job Group # refers to the Job Groups as awarded during the Harmonization process

N/A – Not Applicable T.B.D. – To Be Determined.

Note: (i) Minimum hourly rate only applies to new employees hired from outside the TDSB;

(ii) The above hourly rates include the negotiated general wage increases as follows:

Note: The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

### \*\*\*APPENDIX A-3

#### SCHEDULE OF WAGES SEPTEMBER 1, 2019 – AUGUST 31, 2022

* Job Group #	Position	Effective Sept 1, 2019		Effective Sept 1, 2020		Effective Sept 1, 2021	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
31	Students	14.50	16.60	14.65	16.77	14.80	16.94

\* Job Group # refers to the Job Groups as awarded during the Harmonization process

N/A – Not Applicable T.B.D. – To Be Determined.

Note: (i) Minimum hourly rate only applies to new employees hired from outside the TDSB;

(ii) The above hourly rates include the negotiated general wage increases as follows:

Note: The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

\*\*\* = NOT applicable to Security Guards

SG = Provisions applicable to Security Guards Only

## APPENDIX A-4

### SCHEDULE OF WAGES SEPT 1, 2019 – AUGUST 31, 2022

Grade	Effective Sept 1, 2019		Effective Sept 1, 2020		Effective Sept 1, 2021	
	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
Supply Security Guard	N/A	28.64	N/A	28.93	N/A	29.22

N/A – Not Applicable

T.B.D. – To Be Determined.

Note: (i) Minimum hourly rate only applies to new employees hired from outside the TDSB;

(ii) The above hourly rates include the negotiated general wage increases as follows:

Note: The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

\*\*\* = NOT applicable to Security Guards

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# APPENDIX B-1

## Supplemental Employment Benefits (SEB) Plan

**See Part A - Central Terms - Letter of Understanding #2–Maternity Benefits**

**See Part A - Central Terms - C.6.1.I) - Sick Leave to Establish Maternity Benefits**

- 1) The object of this SEB plan is to supplement the employment insurance (E.I.) benefits received by Employees from **Employment and Social Development Canada (ESDC)** for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.

### **SEB – Pregnancy**

- 2) The other requirements for receipt of a SEB are:
  - a) The Employee must apply for and be in receipt pregnancy benefits from ESDC;
  - b) An application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee is in receipt of E.I. benefits indicating the weekly amount to be paid by ESDC;
  - c) An Employee who has received benefits under the provisions of Appendix B-1 shall sign an agreement with the Employer indicating:
    - i. that the Employee will return to his/her prescheduled assignment provided it still exists (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Pregnancy Leave (and any subsequent additional leave granted by the Employer under this Agreement); and
    - ii. that should the Employee not comply with (i) above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.
- 3) An Employee must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
- 4) An Employee who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Employee is serving the waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of E.I. benefits.
- 5) An Employee shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this plan.

**\*\*\* = NOT applicable to Security Guards**

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- 6) For any portion of the two week waiting period before E.I. benefits commence that occurs prior to the birth of the child, the benefit level paid under this plan will continue to be set at a weekly rate equal to ninety percent (90%) of the Employee's weekly insurable earnings as determined by ESDC.

Note: Effective January 1, 2017, the two week waiting period will be reduced to one week. Accordingly, the Employee's E.I. benefits during the first week following the new one week waiting period will be topped up to ensure the employee receives the same total net pay they would have received prior to the change.

- 7) For the 8 week period immediately following the waiting period, or the birth of the child, whichever comes first, the Employer will top up the Employee's EI benefits to 100% of salary.
- 8) For up to nine weeks following the benefits period(s) in 6 and 7 above, the benefit level paid under the plan shall be seventy-five dollars (\$75) per week providing the Employee remains in receipt of E.I. benefits as set out under 4 above
- 9) The total benefits in 7, 8 and 9 above shall not exceed a combined 17 weeks.
- 10) Further details about the implementation of the above benefits shall be agreed to by the parties and set out in a separate document available to employees of the bargaining unit upon request.
- 11) In accordance with current employment insurance regulations the Employer shall inform ESDC of any changes in the SEB plan and, subject to review by ESDC, the duration of this plan as set out above shall continue for the term of this Agreement.

### **SEB – Parental leave for the purposes of adoption**

- 12) The other requirements for receipt of a SEB are:
  - a) The Employee must apply for and be in receipt parental benefits from ESDC;
  - b) An application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee is in receipt of E.I. benefits indicating the weekly amount to be paid by ESDC;
  - c) An Employee who has received benefits under the provisions of Appendix B-1 shall sign an agreement with the Employer indicating:
    - i. that the Employee will return to his/her prescheduled assignment provided it still exists (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Pregnancy Leave or

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Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Employer under this Agreement); and

- ii. that should the Employee not comply with (i) above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.
- 13) An Employee must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
  - 14) An Employee who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Employee is serving the waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of E.I. benefits.
  - 15) An Employee shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this plan.
  - 16) The benefits levels paid under this plan are set out in 17) and 18) below. It is understood that consistent with current employment insurance regulations:
    - a) In any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Employee shall not exceed ninety-five percent (95%) of the Employee's normal weekly earnings, and
    - b) Any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
  - 17) For the two week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to ninety percent (90%) of the Employee's weekly insurable earnings as determined by ESDC. For the term of this Agreement this shall continue to be the maximum number of weeks for which a SEB is payable.

Note: Effective January 1, 2017, the two week waiting period will be reduced to one week. Accordingly, the Employee's E.I. benefits during the first week following the new one week waiting period will be topped up to ensure the employee receives the same total net pay they would have received prior to the change.
  - 18) The following additional provision shall apply: For up to fifteen (15) weeks following the two week waiting period under 17) above the benefit level paid under the plan shall be seventy-five dollars (\$75) per week providing the Employee remains in receipt of E.I. benefits as set out under 4 above, and subject to paragraph 6 above.

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- 19) In accordance with current employment insurance regulations the Employer shall inform ESDC of any changes in the SEB plan and, subject to review by ESDC, the duration of this plan as set out above shall continue for the term of this Agreement.

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## APPENDIX B-2

### SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN COMPASSIONATE CARE BENEFITS

*See Part A - Central Terms - Article C12.00*

- 1) The object of this SEB plan is to supplement the employment insurance (EI) compassionate care benefits received by Employees from Human Resources and Skills Development Canada for temporary unemployment caused by serious illness of family members.
- 2) The other requirements for receipt of a SEB are:
  - a) The Employee must apply for and be in receipt of compassionate care benefits from the Human Resources and Skills Development Canada;
  - b) An application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee is in receipt of E.I. compassionate care benefits indicating the weekly amount to be paid by the Human Resources and Skills Development Canada;
  - c) An Employee who has received benefits under the provisions of Appendix B-2 shall sign an agreement with the Employer indicating:
    - i. that the Employee will return to work (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Family Medical Leave (and any subsequent additional leave granted by the Employer under this Agreement); and
    - ii. that should the Employee not comply with (i) above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.
- 3) An Employee must have applied for and be in receipt of EI compassionate care benefits before a SEB becomes payable.
- 4) An Employee who is not in receipt of EI compassionate care benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Employee is serving the two (2) week waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of EI compassionate care benefits.

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- 5) An Employee shall not have the right to a SEB payment except for supplementation of EI compassionate care benefits for the unemployment period as specified by this plan.
- 6) The benefits levels paid under this plan are set out in 7. and 8. below. It is understood that consistent with current employment insurance regulations:
  - a) In any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Employee shall not exceed ninety-five percent (95%) of the Employee's normal weekly earnings, and
  - b) Any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- 7) For the two (2) week waiting period before E.I. compassionate care benefits commence the benefit level paid under this plan will be set at a weekly rate equal to ninety percent (90%) of the Employee's weekly insurable earnings as determined by Human Resources and Skills Development Canada. For the term of this Agreement this shall continue to be the maximum number of weeks for which a SEB is payable.
- 8) The following additional provision shall apply: For up to six (6) weeks following the two (2) week waiting period under 7. above the benefit level paid under the plan shall be seventy-five dollars (\$75) per week providing the Employee remains in receipt of E.I. compassionate care benefits as set out under 4 above, and subject to paragraph 6 above.
- 9) In accordance with current employment insurance regulations the Employer shall inform the Human Resources and Skills Development Canada of any changes in the SEB plan and, subject to review by Human Resources and Skills Development Canada, the duration of this plan as set out above shall continue for the term of this Agreement.

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# APPENDIX C

## SELF-FUNDED LEAVE PLAN

1. This Plan shall be open to all Employees on Seniority List A.
2. An Employee who wishes to participate in the Plan shall make application by February 28 for a Plan commencing the following September 1 and ending August 31 or by June 30 for a Plan commencing the following January 1 and ending December 31, whichever is appropriate.
  - (a) Notwithstanding 2 above, school based Employees shall only be permitted their leave to commencing September 1 and ending August 31.
3. The Employer may accept or reject an Employee's application for the Leave plan.
4. A maximum of fifty (50) Employees may receive approval for the Self-Funded Leave for any year in accordance with established selection guidelines.
5.
  - (a) A committee comprised of up to three (3) Employer and up to three (3) Employee representatives shall be convened to design the implementation process for the Plan and to prepare the guidelines to be used for the selection of applicants.
  - (b) In preparing selection guidelines for applicants to the Plan, the Implementation Committee shall take into consideration the following items:
    - i. Seniority
    - ii. Job Function
    - iii. Previously taken leaves of absence (excluding Pregnancy/ Parental Leaves).
6. The Leave Plan shall be a four-over-five plan with the year of leave in the fifth year only.
7. The year of leave shall be for a twelve (12) month period commencing September 1 or January 1, subject to 2 (a) above.
8. Withdrawal at the option of the Employee is only permitted by reason of extenuating circumstances. Payment of deferred funds upon withdrawal must be made within ninety (90) days of withdrawal.
9. An Employee on leave shall continue to accumulate seniority and experience for salary purposes and service for vacation entitlement only.

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10. An Employee shall not accrue in the year of the leave period vacation or sick leave credits.
11. In each of the four (4) years of the work period that the Employee works for the Employer, the Employer agrees:
  - (a) To pay to the Employee eighty percent (80%) of the total salary, as defined in paragraph 11(c), to which but for this Agreement the Employee would otherwise be entitled;
  - (b) To continue to pay the Employer's share of the cost of the Employee's insured employee benefits; and
  - (c) If applicable, to continue the Employer's contribution to the OMERS Pension Plan based on one hundred percent (100%) of the total salary. Total salary is defined as grid salary plus allowances excluding expense or travel allowance.
12. In the one year of the leave period, the Employer will pay:
  - (a) to the employee eighty percent (80%) of the total salary to which the employee would otherwise be entitled if the employee were not on the leave of absence;
  - (b) one hundred percent (100%) of the cost of the Board's share of the insured employee benefits to which the employee would otherwise be entitled if the employee were not on the leave of absence; and
  - (c) its contribution to the O.M.E.R.S. Pension Plan for O.M.E.R.S. contributions based on one hundred percent (100%) of the total salary.
13. In consideration of salary and the share of insured employee benefits which will be paid by the Employer during the leave period, as set out in paragraph 12 above, the Employee agrees to the reduced salary which will be paid by the Employer during the work period, as set out in paragraph 11 above.
14. Payments to the Employee during the leave period shall become due and be paid on the Employer's regular payroll dates. Payments must be completed by the end of the first taxation year after the leave is taken.
15. The Employer shall make:
  - (a) the appropriate payroll deductions from the eighty percent (80%) payable to the Employee for the balance of the cost of the insured employee benefits and shall make deductions for income tax purposes and other purposes as are required by law;
  - (b) the appropriate payroll deductions for the OMERS Pension Plan based on one hundred percent (100%) of the total salary; and

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- (c) other deductions consistent with those made for other Employees who are not on leave if requested to do so by the Employee.
16. The Employer, for operational reasons, may request that an Employee defer the period of leave for one year. An Employee, for personal reasons, may elect to defer the period of leave for one year. The Employer's request or the Employee's election shall be made not later than five (5) months prior to the starting date of the period of leave, or such other period if mutually agreed. If the leave period is postponed from the fifth year to a sixth year, payment of salary and employee benefits in the fifth year shall revert to one hundred percent (100%). When the postponed leave is actually taken in the sixth year, the Employer shall pay:
- (a) eighty percent (80%) of the Employee's salary to the Employee; and
  - (b) one hundred percent (100%) of the cost of the Employer's share of the insured employee benefits to which the Employee would otherwise be entitled if the Employee were not on the leave of absence.
17. If the Employee dies during the term of this Agreement before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Employee's estate. Payments of deferred funds upon death shall be made within ninety (90) days of such event.
18. If the Employee dies during the term of this agreement after having commenced the leave period, the Employer shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Employer to the Employee's estate. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee's estate shall not be liable to pay this difference to the Employer. Payments of deferred funds upon death shall be made within ninety (90) days of such event.
19. If, as a result of accident, injury or illness, the Employee becomes permanently disabled during the term of this agreement and, in the opinion of the Employer's doctor(s), is no longer medically fit to carry out the Employee's duties, this agreement will be terminated forthwith and the Employer shall determine the actual monies withheld during the work period and the actual monies paid during the leave period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the Employer shall pay this difference to the Employee. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee shall not be required to repay this difference to the Employer. Payments of deferred funds upon withdrawal because of accident or illness shall be made within ninety (90) days of such event.

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20. In the event an Employee is granted a leave without pay during the term of this agreement, the period of this agreement shall be extended by the length of the term of the leave without pay provided that the period covered by this Plan shall not exceed six (6) years in any case.
21. No interest shall be payable by the Employer or by the Employee on any monies payable by either of them under this agreement.
22. Should the Employee retire, resign or accept a position with the Employer but outside the Bargaining Unit, this agreement shall terminate forthwith and any monies payable to either party shall be determined as set out in paragraph 19. Payments of deferred funds upon retirement, resignation or reassignment outside the bargaining unit shall be made within ninety (90) days of such event.
23. This agreement shall not be construed as a guarantee of employment for the term of this agreement.
  - (a) An Employee returning from leave shall be placed in a position equivalent to that occupied prior to taking leave.
  - (b) The Employee shall return to regular employment with the Employer for one (1) full year following the year of leave.

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# APPENDIX D

## SICK LEAVE CREDIT AND GRATUITY PLAN

Including Provision for Special Leaves

**See Part A - Central Terms - Article C6.00**

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.

### Part I – General

1. The "Plan" means the Sick Leave Credit and Gratuity Plan as set out below:
  - (a) "Board" means the Toronto District School Board;
  - (b) A "Credit" means a sick leave credit entitling an eligible Employee to be paid his/her salary for one (1) day under the provisions of this Plan during his/her absence from duty.
  - (c) "Director" means the Director of Education and Secretary-Treasurer for the Board.
  - (d) The "Working Year" shall commence on the first day of January for twelve (12) month Employees and on the first day of September for less than twelve (12) month Employees.
  - (e) "Basic Salary" means salary as per relevant schedule of the Collective Agreement, exclusive of overtime and is prorated for part-time Employees.
  - (f) "Predecessor Board" means, The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.
2. Subject to the final authority of the Board, the administration of the Plan shall be vested in the Director or designate.
3. The Director or designate shall in accordance with the terms of the Plan have power to do and perform all things necessary for the conduct of the Plan, including the power

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to allow or disallow any Credits or deductions thereof and to compute upon severance of employment the number of credits to which the Employee is entitled.

4. (a) The Director or designate shall be responsible for keeping a record of accumulated Credits and deductions therefrom.  
  
(b) Credits shall be recorded in an Employee's sick leave account in such a way as to indicate whether they are for a full day's salary or a part day's salary.
5. (a) Those included in the Plan shall be:
  - (i) all Employees of the Board regularly scheduled to work more than thirty (30) hours per week and matrons regularly scheduled to work twenty-five (25) hours per week;  
  
effective September 1, 2006, all part-time Cleaners regularly scheduled to work for twenty-four (24) hours or more per week, but excluding an Employee who is a student or an occasional Employee.
  - (b) \*\*\*Those not included in the Plan shall be:
    - (i) Employees regularly scheduled to work less than twenty-four (24) hours per week, occasional employees and students;
    - (ii) persons employed on a per diem basis or temporary employees.
  - (b) ~~SG~~ Those not included in the Plan shall be:
    - (i) Employees regularly scheduled to work less than twenty-four (24) hours per week, occasional employees and students;
    - (ii) persons employed on a per diem basis, temporary or supply employees.
6. Subject to the provisions in Part VII relating to Special Leave.
  - (a) At the beginning of each working year there shall be placed in the sick leave account of each Employee included in the Plan on a working year of twelve (12) months, twenty-four (24) credits, and on a working year of less than twelve (12) months a prorated number of credits.  
  
(b) At the beginning of his/her employment there shall be placed in the sick leave account of each Employee included in the Plan whose employment commences after the beginning of the working year the number of credits equal to that proportion of the total number of credits for a full working year that the working time remaining in that working year bears to the total working time in the year.  
  
(c) An Employee absent from duty at the start of a Working Year and who has exhausted his/her Credits shall not be entitled to sick leave credit for such Working Year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis. Subject to Article Q.1, an employee absent on unpaid leave

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of absence (with the exception of Statutory Leave) at the start of a Working Year shall not receive any sick leave Credits for such year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis.

7. The credits of each Employee included in the Plan shall be accumulated in his/her sick leave account from year to year.
8. To the extent that an Employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, he/she shall not be entitled to the same benefits under the Plan.

Employees shall be permitted to exhaust their sick leave credits under this plan before they utilize the sick leave credits under Employment Insurance.

## **Part II – Credits from Previous Plans and Transfers**

9. Where an Employee ceases to be employed by the Board,
  - (a) the number of credits standing to his/her Credit under the Plan shall be reduced by two (2) credits for each month or part of a month remaining in the Working Year of such Employee;
  - (b) if the Employee receives a gratuity or other allowance calculated in relation to or on the basis of the Credits in his/her sick leave account, the Credits standing to his/her credit shall be reduced to zero (0).
10. Where an employee of a school board, municipality or local board thereof within the Province of Ontario that had established a sick leave credit plan becomes an Employee of the Board, the Board shall, place to his/her credit in his/her sick leave account that number of Credits equal to the sick leave credits standing to the credit of such employee in the plan of such school board, municipality or local board thereof, provided that the number of Credits to be so placed shall not exceed the number of Credits that would have been accumulated at the rate set under the Plan.
11. In the event of re-employment the Director or designate shall reinstate the Credits standing to the credit of the Employee on resignation unless such re-instatement is specifically prohibited by Statute. (subject to Section 9 (b)).

## **Part III – Absence Due to Illness with Deductions from Credits (See Part A - Central Terms - Article C6.1.h)**

12. (a) Absence for illness of the Employee for a period of three (3) consecutive working days or less may be certified by the appropriate department manager or designate.
- (b) Absence for illness over three (3) consecutive working days shall be certified by a licensed medical practitioner, a licensed chiropractor or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental

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surgery. In special cases there may be exemptions at the discretion of the Director or designate.

13. Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Employee shall be entitled to payment under the Plan.
14. The Director or designate may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery or may appoint a medical practitioner or licentiate of dental surgery at the Board's expense.
15. Subject to the provisions relating to the Workplace Safety and Insurance Board as outlined in Section 18, a Credit shall be deducted from an Employee's sick leave account for each day of absence due to illness or dental condition for which the Employee's salary is paid, and no salary payments shall be made to an Employee for his/her absence due to illness or dental condition beyond the number of Credits in his/her sick leave account.
16. Subject to the provisions relating to the Workplace Safety and Insurance Board, each Employee who is absent from duty due to illness or dental condition shall be paid for each day of absence the basic salary which he/she would have been entitled to receive for that day to the extent of the Credits in his/her account.
17. Nothing herein precludes an Employee from receiving sick leave pay if absent because of complications arising out of her pregnancy or post delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

**WSIB TOP-UP (Excerpt from Part A -Central Terms - Letter of Understanding #2)**

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

**Part IV – Absence With Payment Under the Workplace Safety and Insurance Act**

18. Where an Employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made under the provisions of the Workplace Safety and Insurance Act,
  - (a) such Employee shall be entitled to receive payment under the Plan of the difference between his/her salary and the amount of such award but only to the extent of the credits in his/her account; and

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- (b) there shall be no deduction of credits for payments made under the provisions of the Workplace Safety and Insurance Act but such absence from duty shall result in deductions from credits.

**Part V – Sick Leave Credit Gratuities**

19. A sick leave Credit gratuity shall be paid:

- (a) to an Employee who retires and is eligible to receive a normal or early pension or annuity according to the terms and conditions under the Ontario Municipal Employees' Retirement System or the Teachers' Pension Plan;
- (b) to an Employee who becomes totally and permanently disabled from performing the duties of his/her employment with the Board;
- (c) to a named beneficiary or to the estate of an Employee who dies while in the employment of the Board;

and the amount of such sick leave Credit gratuity shall be calculated as hereinafter provided.

19. The sick leave Credit gratuity to be paid shall be equal to two percent (2%) of the final annual basic salary of the Employee at the time of his/her retirement, disability or death, multiplied by the number of full years' service with the Board (for the purpose of this paragraph, service with Le Conseil des écoles francais de la communaute urbaine de Toronto (CEFCUT) prior to January 1, 1998 shall be included) as a member of the Plan, provided that the amount of such payment shall not exceed the Statutory limit. For Employees on a working year of ten (10) months this Statutory limit would be the lesser of:

(a)

$$\frac{\text{Annual salary}}{200} \times \text{Accumulated Sick Leave} \times \frac{1}{2}$$

(b) Annual salary x 1/2

For Employees on a working year of twelve (12) months this Statutory limit would be the lesser of:

(a)

$$\frac{\text{Annual salary}}{240} \times \text{Accumulated Sick Leave} \times \frac{1}{2}$$

(b) Annual salary x 1/2.

21. For the purpose of calculating the amount of sick leave Credit gratuity, only Credits

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earned by the Employee during employment with the Board or Predecessor Board (for the purpose of this paragraph, credits earned with Le Conseil des écoles françaises de la communauté urbaine de Toronto (CEFCUT) prior to January 1, 1998 shall be included) shall be taken into account. Credits accumulated from other employment will be used first in the case of illness but will not be used in the calculation of the gratuity.

22. The service gratuity plan in force in the Predecessor Boards of North York and Toronto prior to January 1, 1972, will remain in force in perpetuity for all those employed by those Predecessor Boards prior to January 1st, 1972.

(The interpretation to be placed on this clause shall be viz: "That Employees who were hired by the former North York Board of Education, or the former Toronto Board of Education prior to January 1<sup>st</sup> 1972 have the option at termination of their employment, of electing to accept the service gratuity referred to in Clause 22 or the sick leave credit gratuity provided for in the plan.")

### **SHORT TERM PAID LEAVES (*Part A - Central Terms - Letter of Understanding #2*)**

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.

### **Part VI – Miscellaneous Leave**

23. The Director or designate may grant miscellaneous leave up to a maximum in any one (1) year of five (5) days to an Employee on a Working Year of less than twelve (12) months, and six (6) days to an Employee on a working year of twelve (12) months, without loss of salary but with deductions from Credits accumulated under the Plan for the purpose of:

(a) attending the secondary school or post-secondary graduation of a husband, wife, son or daughter,

(b) attending an adult drama or music festival in which the employee is a participant,

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- (c) attending trustee or other relevant conventions when the employee is a trustee in another municipality or is a member of a municipal council,
- (d) participating in tournaments or athletic track and field meets related to Olympic Games, or finals of national competitions approved by the Board,
- (e) moving to a new place of residence,
- (f) caring for a member of the employee's immediate family in a case of serious illness when the employee has been unable to obtain other proper care for such member,
- (g) attending the funeral of a close relative or close friend,
- (h) attending as president or senior executive officer at approved convention, meeting or other function of a lodge, service club, church council, alumni association or recognized community organization,
- (i) observing religious Holy Days,
- (j) a father/spouse attending the birth of the father's/spouse's child,
- (k) when adoption leave is not taken and circumstances require the Employee to be present during the adoption procedure;
- (l) under special circumstances for reasons approved by the Director or designate;

24. The Director or designate shall grant an absence of up to three (3) days without loss of salary and sick leave credits to an Employee at the time of the death of a member of his/her immediate family. The immediate family shall be defined to include parents, parents-in-law, spouse, children, brothers, sisters, grandparents and grandchildren. Under special circumstances for reasons approved by the Director or designate additional days may be granted required for traveling time or other special circumstances.

25. The Director or designate may grant miscellaneous leave, other than that limited to five (5) or six (6) days in paragraph 23 hereof without loss of salary and without deductions from Credits accumulated under the Plan, for the purpose of:

- (a) writing university or similar examinations,
- (b) attending the Employee's own graduation,
- (c) quarantine or other order of the medical health authorities,
- (d) jury duty or duty as a witness in any court to which he/she has been summoned in

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any proceedings or where the Employee is required by law to attend court either as a person charged or as a party in any action, but Credits may be deducted for absence as provided in the Board's regulations governing Miscellaneous Leaves, or

(e) under special circumstances for reasons approved by the Director or designate.

### **Part VII – Special Leave**

No credits shall be placed in, deducted from, or accumulated in the account of an Employee in respect of that period of absence from duty for Special Leave.

1. The Board may grant on the recommendation of the Director of Education or designate special leave to an Employee who has demonstrated a high level of competence in his/her employment.
2. Special leave may be granted for the purpose of upgrading or updating employment qualifications, which shall be reported to the Board.
3. (a) To qualify for special leave an Employee shall have completed a minimum of six (6) years of service in the employ of the Board.  
  
(b) Special leave for exceptional circumstances may be granted on an ad hoc basis, which shall be reported to the Board.
4. An Employee desiring special leave shall apply to the Director of Education or designate in writing giving reasons and details regarding the purpose of the proposed leave.
5. (a) Salary and other benefits shall be paid or credited to Employees granted special leave while continuing with the purpose of the leave in an amount equal to eighty percent (80%) of the Employee's basic salary at the date of commencement of leave.  
  
(b) Tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave but the amount shall not exceed an aggregate maximum of one thousand dollars (\$1,000) per annum and receipts shall be submitted to the Director of Education or designate.
6. An Employee granted special leave shall, before going on such leave, execute an agreement with the Board in the form attached hereto to remain in the employ of the Board for a period of time equal to twice the period of the leave following the Employee's return from leave, but in any case not more than two (2) years following the Employee's return from leave.
7. An Employee failing to carry out the purpose for which the leave was granted shall upon request repay to the Board the money paid on account of the leave or, on failing to remain in the employ of the Board for the agreed minimum period, shall upon demand repay to the Board pro rata the money paid by the Board on account of the leave. Each case,

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however, shall be considered individually by the Board and the Board shall take into consideration any circumstances beyond the control of the Employee.

8. An Employee granted special leave shall receive the normal increment in salary and other benefits for which he/she is eligible. Deductions for superannuation, pension, income tax or other required deductions shall be on the basis of the actual salary paid. Employees on special leave shall be responsible for making their own arrangements for any further payments to any pension fund to which they belong.
9. When leave is granted, the duration of the leave shall be determined by the Director or designate.

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## **\*\*\*APPENDIX F**

Letter of Understanding, the Memorandum of Agreement between The Maintenance and Construction Skilled Trades Council, CUPE and the TDSB signed on May 22, 1998 as follows:

**Memorandum of Agreement  
BETWEEN  
The Toronto District School Board  
(TDSB)  
AND  
CUPE Local 4400  
AND  
The Maintenance and Construction Skilled Trades Council  
(MCSTC)**

The undersigned parties agree to the formation of a maintenance and construction bargaining unit ("Unit E") at the Toronto District School Board and that the bargaining agent for this unit shall be the Maintenance and Construction Skilled Trades Council.

The following terms and conditions apply to this agreement.

1. Group E shall be defined as:  
"All skilled trades employees employed by the Toronto District School board in the City of Toronto to carry out the following functions:
  - maintenance; and
  - construction

Save and except:

- forepersons;
- assistant supervisors other than the Assistant Trade Supervisor in the former City of Toronto Board of Education and Acting Trade Supervisors of the former North York Board of Education
- persons above these ranks; and
- any persons who are covered by other bargaining units."

For purpose of clarity, in the description of the bargaining unit, the employees in the job classifications attached are all deemed to be skilled trades employees who shall be included in Bargaining Unit E. The Group E bargaining unit shall include the trade jurisdictions of the construction unions affiliated with the MCSTC as set forth in their respective provincial ICI collective agreements and for the IBEW the trade/work jurisdiction in the provincial Principal Agreement.

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2. Skilled Trades maintenance work as set forth in the attached Schedule A may be performed by caretakers/head caretakers and members of MCSTC affiliates. The list of duties may be performed on an as-needed basis by on-site caretakers/ head caretakers. The list of duties in Schedule A which are designated with an asterisk (\*) are subject to the protection of Article 3h. of the February 27<sup>th</sup> memorandum of settlement between the TDSB and the MCSTC, namely the work will only be performed either by caretakers/head caretakers or members of the skilled trades represented by MCSTC. The employer shall determine which employees shall be assigned the work on Schedule A. There shall be no restrictions or limitations on the assignment of work in Schedule A other than as set forth in this agreement or in Schedule A.
3. Construction work shall remain the jurisdiction of the MCSTC.
4. All new temporary employees shall come from the hiring hall of the appropriate MCSTC construction affiliate where applicable.
5. Maintenance improver positions will remain in the operations bargaining unit but when vacancies occur, they will not be filled and the job classifications will be phased out by attrition of the incumbents. Incumbent improvers will be given first consideration for any apprenticeship with the TDSB for which the incumbent improver has the requisite qualifications.
6. Employees in skilled trades classifications currently represented by CUPE Local 4400 will be transferred into Group E. Such employees shall be entitled to retain their full seniority rights on transfer subject to the provisions of Bill 136 and may rely on those rights in case of a reduction of the workforce. For greater certainty, temporary employees shall be subject to layoff prior to permanent employees in their job classification. Permanent employees shall be laid off in their job classification in reverse order of their seniority with the TDSB and its predecessor Boards and recalled in order of seniority.
7. The Toronto District School Board will use its best efforts and will provide as soon as is practicable a comprehensive training programme for caretakers and head caretakers in the Operations bargaining unit in order to ensure that their skills are upgraded to the extent necessary to enable them to perform the work as assigned from the appendix A attached to the Memorandum of Settlement between the TDSB and the MCSTC dated February 27<sup>th</sup>, 1998.
8. The parties agree to resolve by expedited arbitration before Susan Tacon any disputes that may arise from the interpretation or application of this agreement.
9. This agreement is subject to the approval of the Ontario Labour Relations Board and shall be endorsed as a Board order.

SIGNED MAY 22, 1998

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(original signed copy by representatives of the TDSB, CUPE 4400 and MCSTC is on file in Human Resources)

## Appendix F (Cont'd)

### ATTACHMENT #1 TO APPENDIX F – Memorandum of Agreement

Dated May 22, 1998

Schedule “A” (Note: Asterisk is defined in #2 above)

TRADE	TASK
Pipecovering	Daily inspection of pipecovers Visual pipecovering inspection and labelling
Brick Work	Caulking repairs around windows and doors*
Concrete	Remove debris from outside drain grates
Carpentry	Hang pictures, interior signs, install pencil sharpeners and small fixtures Tighten cabinet hinges and handles Tighten hinge screws; refasten loose hardware (hinges, pulls, locks) shelves, bulletin boards, etc. Minor weatherstrip repairs Minor furniture repairs Minor repair, replace and minor installation of hardware Minor upkeep of wooden playground and fencing Replace damages ceiling tiles
Combustion	Conduct normal boiler room check for anything they could hear, see or smell which is not normal (such as noisy bearings, squeaky belt, gas smell, fuel oil or water leaks, etc.); also they should check for any unnatural conditions or alarms showing on boiler control panels and report unnatural observations to Work Order Desk Check all boiler room operations and perform preventative maintenance and routine corrective maintenance, such as: Drain oil compressors Clean fuel oil strainers Punching tubes* Testing and maintaining chemical water treatment system Check all pumps and motors, also maintenance such as greasing and belts Filter changes Cleaning scale in hot water tank, etc. Cleaning rads and vents Setting thermostats Minor refractory work (cleaning and patching)*

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TRADE	TASK
	Maintain pumps*
Electrical	<p>Install fluorescent lamps</p> <p>Replace damages outlet and switch covers</p> <p>Replace damaged light covers</p> <p>Check daily operation of electrical systems and report defects to work order desk</p> <p>Inspect generators</p> <p>Inspect, maintain and minor repairs to caretaker's equipment and replace equipment cord caps. However, equipment must be checked annually by a certified electrician.</p> <p>Test GFI circuit breakers</p> <p>Replace motor control low voltage control fuses</p> <p>Test GFI duplex receptacles (plugs)</p> <p>Tighten loose screws on duplex receptacles (plugs)</p> <p>Tighten loose screws on light switches</p> <p>Cutting light diffusers</p> <p>Inspect and maintain stage lighting</p> <p>Reset timers and maintain belt timer systems</p> <p>Inspect and maintain emergency generators, inverters and batteries*</p> <p>Check engine oil, radiator water and battery water for emergency generator, add and change fluid if necessary. Tighten connections, lubricate as required; check batteries for loose connection, corroded or dirty terminals. Clean and tighten connections as required. Top up distilled water, clean oxidation from terminals.</p> <p>Inspect and operational test for fire alarm systems, fire cabinets and emergency lighting systems</p> <p>The following electrical work is shared work but will be done exclusively by electricians when it is part of a work order or a planned repair list. The shared work for these items will be the replacement of individual parts on a small quantity basis.</p> <p>Replace defective 110 volt ballasts*</p> <p>Replace defective single pole 110 volt light switches, defective 110 volt outlets, defective 110 volt plug fuses*</p> <p>Replace damaged clocks that are not programmed clocks controlled by the master system*</p>
Glazing	<p>Remove and dispose of broken panes of glass and make area safe</p> <p>Temporarily tape cracked glass with glass patch</p> <p>Secure perimeter of doors and windows with plywood to avoid after-hours call outs</p> <p>Minor repair of broken glass with new glass</p>

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TRADE	TASK
Ironwork	Toilet partitions, tighten loose screws Windows, temporarily wire shut broken latches Minor adjustments/repairs to lockers Fix ladders, inspect fixed ladders monthly and tighten loose connection* Chainlink fence, replace loose and missing tire wires
Locksmith	Unplug vandalized locks not requiring disassembly Minor adjust and repair panic bars and door closures
Machinist	Tighten loose screws on door closures and other door hardware Clean and make minor repairs to plant operations equipment Report any abnormal conditions in mechanical or fan rooms (such as squeaky belts, noisy bearings, or knocking compressors) Oil, grease compressors and fans Change filters Maintenance inspection of generators
Flooring	Minor repairs to tiles carpet and baseboards Scrubbing and refinishing flooring
Painting	Remove graffiti from all surfaces Paint floors in basements, boiler rooms, fan rooms and caretaking rooms
Plumbing	Re-affix toilet paper, towel and soap dispensers Adjust water fountains Clean traps on lab sinks Replace washers if faucets can be isolated and are not complex Replace toilet seats Replace aerators Change plugs and chains for sinks and basins Unplug toilets and urinals with plungers and hand snakes The following plumbing work is shared work but will be done exclusively by plumbers when it is part of a work order or a planned repair list. The shared work for these items will be the replacement of individual parts on a small quantity basis. Hot water tank, routine maintenance, including summer maintenance and minor cement repair to hot water tank* <i>(Plumbing continued)</i> Replace tap washers and o-rings, diaphragms on flushometers* Clear and unplug traps and sinks* Adjust Bradley basins* Tighten leaky gate valves*

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<b>TRADE</b>	<b>TASK</b>
Roofing	Inspect roofs and flashing*
Sheetmetal	Replace all air filters at fans and in ducts*
Steamfitting	Check operations of humidification system during winter season and report any problems Check mechanical rooms and fan rooms for leaky coils or valves Check ground floor for hot spots
Temperature Control	Check operation of motorized air damper and report any ceased or broken dampers Check for air leaks and thermostats and control valves or actuators Check operation of pneumatic air compressors and drain condensate daily Adjust temperatures
Landscaping/ Groundskeeping	Cutting, pruning, flower planting, rake and remove leaves, snow shovelling

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## **\*\*\*APPENDIX G**

Letter of Understanding, the Memorandum of Agreement between TDSB, CUPE, MCSTC and the United Steelworkers of America signed on May 22, 1998 as follows:

**Memorandum of Agreement  
BETWEEN  
The Toronto District School Board  
(TDSB)  
AND  
CUPE Local 4400  
AND  
The Maintenance and Construction Skilled Trades Council  
(MCSTC)  
AND  
The United Steelworkers of America  
(USWA)**

1. The undersigned parties agree to the inclusion of the Job Classification of Upholsterer for which the USWA held bargaining rights with the Predecessor Toronto Board of Education in Bargaining Unit "E" as described in the Memorandum of Agreement dated May 22, 1998. The provisions of the May 22, 1998 agreement shall apply to this agreement, where applicable.
2. The parties further agree that the work of cleaning and repair of window coverings may be performed by caretakers/Head Caretakers and members of MCSTC affiliates.
3. The USWA agrees to the bargaining unit description contained in paragraph 1 of the May 22, 1998 Memorandum of Agreement and that the MCSTC shall be the bargaining agent for Bargaining Unit "E".

Dated in Toronto this 22<sup>nd</sup> day of May, 1998

*(original signed copy by representatives of the TDSB, CUPE 4400, USWA and MCSTC is on file in Human Resources)*

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# **Schedule A**

## **Letters of Understanding And Letters of Intent**

***September 1, 2019 – August 31, 2022***

## **LETTERS OF UNDERSTANDING AND LETTERS OF INTENT**

### **1. \*\*\*BUS DRIVERS**

The Employer agrees to provide alternative work assignments within the bargaining unit for Bus Drivers during the months of July and August and all other school breaks for the period up to August 31, 2022.

### **2. \*\*\*BUSINESS SERVICES – STUDENT TRANSPORTATION – BUS DRIVERS**

1. The Employer agrees to reimburse Student Transportation Bus Drivers who are required by the Ministry of Transportation to submit a Cyclical Medical Report up to a maximum of \$150.00 dollars per cycle;

### **3. \*\*\*BUSINESS SERVICES – STUDENT TRANSPORTATION – BUS DRIVERS**

The Employer shall continue to pay for the test fees (\$10) for Bus Drivers.

### **4. \*\*\*COMPLEX PLANTS**

1. The Board will identify its “complex plants” on or about July 1, but no later than August 1<sup>st</sup> of each year as follows. A worksite/plant which has three (3) of the following five (5) items listed in (a) through (e) below will qualify as a “complex plants”:

- a) chiller/cooling tower
- b) in excess of 150 000 square feet
- c) in excess of 100 pieces of mechanical equipment, as identified on the attached Schedule “A”
- d) a low-pressure steam heating boiler (less than 50 TH)
- e) swimming pool

Attached as Schedule “B” is a list of complex plants as at September 1<sup>st</sup>, 2008.

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2. Postings for position of Head Caretaker in a facility identified as a “complex plant” will require the qualification of 4<sup>th</sup> Class Stationary Engineer certificate or Building Environmental Systems qualifications (BES) and shall be paid as per Article X.8 of the collective agreement.
3. Notwithstanding paragraph 2 above, an incumbent in the position of Head Caretaker in a “complex plant” who as of the date of September 7<sup>th</sup> 2005 does not hold the qualification of 4<sup>th</sup> Class Stationary Engineer or BES, will be deemed to be qualified to continue in the position of Head Caretaker at that complex plant; or, if such incumbent has been in the position of Head Caretaker in the current complex plant for at least five (5) years, as of September 7, 2005 such incumbent shall be deemed to be qualified for any Head Caretaker position at any complex plant.
4. Unless required by law, there will be no requirement of a Shift Leader or Caretaker to have a Stationary Engineer certificate or BES qualifications. In all other circumstances, the Board may only require a Shift Leader to have a Stationary Engineer certificate or a BES qualification if the position is at a worksite or plant which has four (4) of the five (5) criteria set out in paragraph 1 above. However, notwithstanding the foregoing, an incumbent who is in the position of Shift Leader at a worksite or plant as of September 7<sup>th</sup> 2005, which has four (4) of the five (5) criteria set out in paragraph 1, shall be deemed to be qualified to continue in the position of Shift Leader at that worksite or plant; or if such incumbent has been in the position of Shift Leader at the current worksite or plant which has four (4) or the five (5) criteria set out in paragraph 1 for at least five (5) years, such incumbent shall be deemed to be qualified for any Shift Leader position at any other worksite or plant which has four(4) of the five (5) criteria.
5. Subject to article V and minutes of settlement dated September 7<sup>th</sup> 2005, the Employer shall provide a BES and 4<sup>th</sup> class Stationary Engineers training course.

#### **Schedule A**

The following mechanical equipment types fall under 1 (c):

Emergency Generators  
 Air Handling Units  
 Furnace Portable Units  
 Rooftop/Package HVAC Unit  
 Unit Ventilators/Cabinet Heater  
 Fans - Exhaust, Supply and Return Fans.  
 Hot Water Boilers/Steam humidification boilers  
 Air Compressors  
 Pumps – Circulating, Sump, Fire Booster  
 Industrial Refrigeration Compressors

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Heat Pumps  
 Domestic Water Heater  
 Heat Reclaim/Exchange Units  
 Window Air conditioning units (5 for 1)

**Schedule B**

<b>Schools Requiring Additional Qualifications</b>			
School	BES/4 <sup>TH</sup>		Notes
	CLASS	SL	
	HC	SL	Type of Plant
Albert Campbell CI	X	1	complex plant
AY Jackson SS	X		complex plant
Bathurst Heights SS	X		complex plant
Bendale BTI	X		complex plant
Bickford CTR	X		complex plant
Cedarbrae CI	X		complex plant
Central Technical School	X	1	complex plant
City Adult Learning Ctr	X		complex plant
Cosburn/Diefenbaker	X		complex plant
CW Jefferys CI	X	1	complex plant
DA Morrison/Oak Park	X	1	complex plant
Don Mills SS/MS	X		complex plant
Downsview SS	X		complex plant
Earl Haig SS	X	1	complex plant
East York CI	X		complex plant
Emery CI	X		complex plant
Etobicoke CI	X		complex plant
Forest Hill CI	X	1	complex plant
Georges Vanier SS	X	1	complex plant
Harbord CI	X		complex plant
Leacock/Buchan	X	1	complex plant
Maplewood SS	X		complex plant
Marc Garneau CI	X	1	complex plant
Martingrove CI	X		complex plant
McCrae/McCowan	X		complex plant
Midland CI	X		complex plant
Newtonbrook SS	X		complex plant
North Education Office	X	1	complex plant
Northview SS	X		complex plant
Parkdale JR & SR	X	1	complex plant
Pearson/Hilliard	X	1	complex plant
Queen Victoria JPS	X		complex plant

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Riverdale CI	X	1	complex plant
Rosedale Heights SS	X	1	complex plant
Sir Oliver Mowat CI	X	1	complex plant
Sir Wilfred Laurier CI	X	1	complex plant
Vaughan Road Academy	X		complex plant
Victoria Park CI	X		complex plant
WA Porter CI (SATEC)	X		complex plant
West Humber CI	X		complex plant
West Toronto CI	X	1	complex plant
Weston CI	X		complex plant
Westview Centennial SS	X	1	complex plant
Wexford CI	X		complex plant
York Memorial CI	X	1	complex plant
York Mills CI	X	1	complex plant
		1 – at the Employer’s discretion	

**6. \*\*\*EMPLOYMENT OF STUDENTS DURING THE REGULAR SCHOOL YEAR**

Whereas the Employer is concerned about the drop-out rate of students and wishes to implement programs to retain such students, and;

Whereas offering part-time employment to such students during the school year may assist in the retention of students in schools;

Therefore, the Union and Employer agree to the following:

1. The Employer may hire up to 150 students for the period of September 1 to June 30.
2. Students will be compensated in accordance with the provisions governing students under the Collective Agreement.
3. Students shall only be employed if they are enrolled in a Toronto District School Board high school and are available to work no fewer than two (2) hours and no more than three (3) hours per day between 3:00 p.m. and 7:00 p.m., Monday to Friday. They shall not be entitled to work overtime and shall not be scheduled as the only Employee at the site or operate any equipment without adequate training.
4. Where appropriate, Students will be assigned to assist Caretakers who are performing modified work, as determined by the Labour Management Committee.

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5. The students will not be issued exterior master keys or access codes to schools/ worksites/the distribution centre.
6. Students hired by the Employer will be required to attend a full orientation program in the same manner as all other staff;
7. During the orientation program, Students will be permitted to work up to 8 hours per day in order to complete the orientation training; but will not be permitted to exceed 30 hours per week.
8. The agreement to hire students on the above terms will continue from year to year thereafter unless terminated by the Union by written notice to the Director of Education no later than March 31st.

## **7. \*\*\*HEAD CARETAKER PROMOTION PROCESS**

### **Process**

1. Employee Services receives applications and reviews to confirm eligibility criteria
2. The Employer will review the applications to confirm admission criteria including references:
  - i. Employment related references (supervisory) are required (personal are not acceptable).
  - ii. The immediate Team Leader will be contacted if he/she has not been named for a reference.
  - iii. If the immediate Team Leader has been the Employee's supervisor for less than six (6) months, the previous Team Leader will be contacted.
3. The Employer will provide the Union with the list of successful applicants at the same time it is provided to the Professional Learning Unit.
  - i. Unsuccessful applicants may request feedback.
4. Employees who successfully complete this review will:
  - i. Be admitted in the program in order of seniority until it is filled.
  - ii. Exceptions will only be allowed with the mutual agreement of the parties.
  - iii. If any Employee drops out prior to the program starting, the next most senior Employee will be offered the opportunity.

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5. Applicants will be required to complete all modules, and, if unsuccessful, will be required to repeat the module(s) and not the full program.

### **Admission Criteria**

1. Admission shall be in the following order: Current Shift Leader, Acting Shift Leader who has filled a posted vacancy who has also successfully completed the Shift Leader Pre-qualification program, Caretakers who have successfully completed the Shift Leader Pre-qualification program.
2. No disciplinary record of suspension of one (1) day or greater.
3. No disciplinary record of any written warning within the previous twelve (12) months.
4. Good attendance record subject to any relevant provisions of the Collective Agreement and legislation. Currently this is defined as eight (8) occurrences of absence or less. Absences due to WSIB, Religious Holy days, Jury Duty, Bereavement Leave (Article R.3.2 and Appendix D, #24 of the Collective Agreement), or disability as defined in s. 10 of the *Human Rights Code*, are not considered when calculating occurrences. Documentation from a medical physician shall be required to support each claim of occurrence due to disability.
5. References must be current and not cover a period greater than two (2) years prior to the application.
6. Completion of the Employer paid Head Caretaker Promotion training course prior to assuming the Head Caretaker's position.

### **Disqualification Criteria**

1. Candidates will remain in the pre-qualified pool until they successfully bid for a Head Caretaker position or unless they are disqualified for having a disciplinary record of any type since placement in the pool of pre-qualified candidates.
2. Employees who are disqualified for reasons of discipline (as per listed criteria in the Head Caretaker Promotion Process) will not be eligible to re-enter the pool until such time as the discipline is removed or the 12 month time period has lapsed.

### **Implementation**

1. Awarding of promotions to posted primary vacancies and any subsequent secondary vacancies shall be from the pre-qualified pool of candidates by seniority.

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2. After assuming the Head Caretaker's Position;
  - i. The Employee will be subject to an evaluation period of ninety (90) calendar days (or one hundred and twenty (120) calendar days if the promotion occurs as a result of the June posting period) to determine if that Employee can perform the job at a satisfactory level. The Employee is to be advised of progress after forty-five (45) calendar days (or sixty (60) calendar days). Should the employee not meet the expectations, the Employee shall be provided with appropriate support and assistance to meet the requirements of the position.
  - ii. Employees will be considered frozen during the evaluation period.
  - iii. If an Employee cannot perform at a satisfactory level, then they will be returned to previous Shift Leader position in the unassigned pool in the region they came from and shall not be considered for any Head Caretaker positions until such time as they have received additional training. This does not apply to Employees who voluntarily relinquish their Head Caretaker position for reasons other than non-performance.
3. Employees who return to the Shift Leader position because of performance related issues will be provided with additional training, during the next scheduled training session, after which they will regain their status in the qualified pool for Head Caretaker positions.
4. All existing Head Caretakers shall be considered to have successfully completed the Head Caretaker Promotion Process.
5. It is the parties' intention to use their best efforts to make this a successful process. The parties will meet during the term of the Collective Agreement to discuss any issues that may arise. However, either party may give three (3) months notice to terminate the process no earlier than twenty-four (24) months from the date of implementation of the process if it believes the process is not working to its satisfaction and the difficulties cannot be resolved. Upon expiration of the three (3) month notice period, the process will end and the parties are free to revert to their position regarding Article P.4. during the 2003-2008 negotiations.

## **8. JOB DESCRIPTIONS**

The Employer agrees to provide to the Union job descriptions for all CUPE 4400 represented job classifications within four (4) months of the signing of the Collective Agreement. The job descriptions shall be made available/accessible to

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members of the Union. When a job description states “other duties as assigned” it shall be interpreted to mean other “related duties as assigned”.

## **9. \*\*\*LENGTH OF THE HEATING SEASON**

1. The Employer operates steam plants that fall under the provisions of the Technical Standards and Safety Act, 2000 (as amended from time to time); that require the Employer to provide a minimum of 8 continuous hours per day of attendance at plants where the rating of the plant cannot be reduced below 50 Th; (1471 Kwh);
2. In order to meet this requirement while the plants are operational, the Employer is required to provide appropriate attendance on weekends and Holidays;
3. The Parties agree that the steam plants are an integral part of ensuring that our physical assets are protected from damage;
4. The heating season for the steam plants within the Toronto District School Board will be defined as November 15th to March 15th.
5. Operation of the steam plants prior to the heating season and the provision of overtime will be at the discretion of the Employer, with the following proviso. If the external high temperature is predicted to be 4 degrees Celsius or lower the plants will become operational.
6. Operation of the steam plants after the heating season and the provision of overtime will be at the discretion of the Employer, with the following proviso. If the external high temperature is predicted to be 4 degrees Celsius or lower the plants will remain operational.
7. This information will be sent electronically to the appropriate Chief Engineers and appropriate Assistant Family Team Leader at the same time that the Regional Managers are informed.
8. Determination as to the predicted external high temperature will normally be made by the end of the day on the Wednesday prior to the weekend in question.
9. In order to protect its assets, the Board reserves the right to schedule weekend overtime after the Wednesday cut off.
10. This Letter of Understanding expires August 31, 2022.

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## **10. ONTARIO HEALTH INSURANCE PLAN (O.H.I.P.)**

In recognition that, effective January 1, 1990, O.H.I.P. is fully funded by way of an employer payroll tax, it is agreed that all references respecting O.H.I.P. will be removed from this Agreement. If, at any time, O.H.I.P. funding reverts back to a premium payment system, it is understood and agreed that all O.H.I.P. provisions, removed as a result of Employee payroll tax funding, will be returned to the Agreement.

## **11. PERSONAL SERVICES**

The Employer will inform Supervisors, Managers/Principals that they should not require Employees to do personal services which are not connected with the duties of the Employee's position.

## **12. ALLEGATIONS UNDER PR560**

If the Employer places an Employee on ES directed leave (otherwise known as "home assignment") or administratively relocates the Employee due to allegations under PR560, the Employer shall inform the Employee and the Union of the general nature of the allegations, and advise the Employee of his/her right to union representation during the investigation process.

## **13. \*\*\*RECALL – DISPLACEMENT THROUGH THE FACILITY SERVICES/BUSINESS SERVICES STAFFING ALLOCATION PROCESSES**

1. This agreement is on a go forward basis and there shall be no retroactive claim to a school/site or work location that a Unit "D" Employee has been displaced from;
2. This agreement applies to primary and secondary vacancies as described in Article P.1;
3. There shall be a box on the bid sheet for Employees to self identify and request reinstatement to their former position;
4. This agreement only applies to Unit "D" Employees who have been displaced from their school/site or work location in the previous 18 month period;

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5. This agreement acknowledges that the vacancy that results from a reinstatement will only be posted as per article P.1 if time permits; otherwise it will be filled as a secondary vacancy during the round of postings where the reinstatement occurred;
6. This Letter of Understanding will terminate on August 31, 2022.

#### **14. \*\*\*SHIFT LEADER PROMOTION PROCESS**

##### **Process**

1. Employee Services receives applications and reviews to confirm eligibility criteria
2. The Employer will review the applications to confirm admission criteria including references:
  - i. Employment related references (supervisory) are required (personal are not acceptable).
  - ii. The immediate Team Leader will be contacted if he/she has not been named for a reference.
  - iii. If the immediate Team Leader has been the Employee's supervisor for less than six (6) months, the previous Team Leader will be contacted.
3. The Employer will provide the Union with the list of successful applicants at the same time it is provided to the Professional Learning Unit.
  - i. Unsuccessful applicants may request feedback.
4. Employees who successfully complete this review will:
  - i. Be admitted in the program in order of seniority until it is filled.
  - ii. Exceptions will only be allowed with the mutual agreement of the parties.
  - iii. If any Employee drops out prior to the program starting, the next most senior Employee will be offered the opportunity.
5. Applicants will be required to complete all modules, and, if unsuccessful, will be required to repeat the module(s) and not the full program.

##### **Admission Criteria**

1. Current Caretaker.

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**SG = Provisions applicable to Security Guards Only**

2. No disciplinary record of suspension of one (1) day or greater.
3. No disciplinary record of any written warning within the previous twelve (12) months.
4. Good attendance record subject to any relevant provisions of the Collective Agreement and legislation. Currently this is defined as eight (8) occurrences of absence or less. Absences due to WSIB, Religious Holy days, Jury Duty, Bereavement Leave (Article R.3.2 and Appendix D, #24 of the Collective Agreement), or disability as defined in s. 10 of the *Human Rights Code*, are not considered when calculating occurrences. Documentation from a medical physician shall be required to support each claim of occurrence due to disability.
5. Two TDSB employment related references required. These references must be from individuals in a supervisory role such as Manager, Team Leader, Principal, Vice Principal and Superintendent etc or the current Head Caretaker. References from colleagues, sub-ordinates or of a personal nature will not be accepted. The Employer reserves the right to contact the immediate supervisor for a reference if the employee does not provide them as a reference.
6. References must be current and not cover a period greater than two (2) years prior to the application.
7. Completion of the Employer paid Shift Leader Promotion training course prior to assuming the Shift Leaders position.

### **Disqualification Criteria**

1. Candidates will remain in the pre-qualified pool until they successfully bid for a Shift Leaders position or unless they are disqualified for having a disciplinary record of any type since placement in the pool of pre-qualified candidates.
2. Employees who are disqualified for reasons of discipline (as per listed criteria in the Shift Leader Promotion Process) will not be eligible to re-enter the pool until such time as the discipline is removed or the 12 month time period has lapsed.

### **Implementation**

1. Awarding of promotions to posted primary vacancies and any subsequent secondary vacancies shall be from the pre-qualified pool of candidates by seniority.
2. After assuming the Shift Leader's Position;

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- i. The Employee will be subject to an evaluation period of ninety (90) calendar days (or one hundred and twenty (120) calendar days if the promotion occurs as a result of the June posting period) to determine if that Employee can perform the job at a satisfactory level. The Employee is to be advised of progress after forty-five (45) calendar days (or sixty (60) calendar days). Should the employee not meet the expectations, the Employee shall be provided with appropriate support and assistance to meet the requirements of the position.
  - ii. Employees will be considered frozen during the evaluation period.
  - iii. If an Employee cannot perform at a satisfactory level, then they will be returned to previous Caretaker position in the unassigned pool in the region they came from and shall not be considered for any Shift Leader positions until such time as they have received additional training. This does not apply to Employees who voluntarily relinquish their Shift Leader position for reasons other than non-performance.
3. Employees who return to a Caretaker position because of performance related issues will be provided with additional training, during the next scheduled training session, and upon successful completion of this training, will regain their status in the qualified pool for Shift Leader positions.
4. All existing Shift Leaders shall be considered to have successfully completed the Shift Leader Promotion Process.

It is the parties' intention to use their best efforts to make this a successful process. The parties will meet during the term of the Collective Agreement to discuss any issues that may arise. However, either party may give three (3) months' notice to terminate the process no earlier than twenty-four (24) months from the date of implementation of the process if it believes the process is not working to its satisfaction and the difficulties cannot be resolved.

## **15. RE: WORKPLACE VIOLENCE PREVENTION**

The Parties will establish a joint committee comprised of a total of four (4) Employer representatives and four (4) CUPE Local 4400 representatives. The parties agree to meet quarterly to discuss issues related to workplace violence incidents and strategies.

The Committee shall consider and make recommendations on the following:

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- Recurring incidents/issues in relation to workplace injuries;
- Identifying risks of workplace violence;
- Training for the prevention of injuries resulting from workplace violence, including implementation of the training program under Letter of Understanding #15 Part A – Central Terms dated December 8, 2015;
- Supports for employees who have experienced workplace violence;
- Developing ideas to support staff in responding effectively to injurious and/or aggressive behaviour; and
- Using these ideas, to collaboratively develop procedures and practices aimed at prevention, response and consistent reporting of injurious and/or aggressive behaviour.

The parties shall meet within six (6) weeks following ratification of the local agreement.

## **16. ESA LEAVES (ARTICLE Q)**

The parties agree to establish a committee to review Article Q of the Collective Agreement to place redundant or outdated articles with respect to the Employment Standards Act in an appendix where they can be a reference for historical purposes prior to the finalization of the Collective Agreement. The Union and the Board may appoint up to 3 members each to the committee that will meet within 30 days of the ratification of the agreement. Failing agreement, the language will remain status quo.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Letters of Understanding and Letters of Intent to be signed by its duly authorized representatives as of this 23rd day of September, 2021.

**Toronto District School Board**

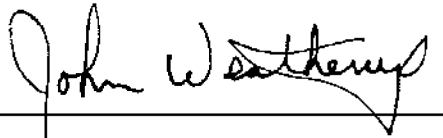


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Director of Education

**LOCAL 4400**

**CANADIAN UNION OF PUBLIC EMPLOYEES**



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President

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# Letters of Understanding

And

## Letters of Intent (Not Forming Part of the Collective Agreement)

The following Letters do not form part of the Collective Agreement and are attached only for information purposes. As such, these Letters are not subject to the grievance procedure.



**LETTERS OF UNDERSTANDING AND LETTERS OF INTENT**  
**WHICH DO NOT FORM PART OF COLLECTIVE AGREEMENT**  
**2019 - 2022**

**1. \*\*\*AFTERNOON SHIFT – DISTRIBUTION CENTRE EMPLOYEES**

1. The afternoon shift process at the Distribution Centre shall be for the term of the Collective Agreement, subject to #11;
2. The afternoon shift will require one (1) Lead Hand and up to five (5) Stock Clerks or one (1) Lead Hand and two (2) Stock Clerks as well as an appropriate number of Students whose cumulative hours do not exceed eighty (80) hours per week;
3. Distribution Centre Stock Clerks will have the option of volunteering for afternoon shift based on seniority and retain the right to opt to revert to day shift should their circumstances change;
4. Should there not be sufficient volunteers, Temporary Stock Clerks will be assigned to the afternoon shift based on reverse seniority first, then Permanent Stock Clerks will be assigned to the afternoon shift based on reverse seniority;
5. Permanent Stock Clerks, then Temporary Stock Clerks shall have the opportunity to move to day shift prior to a Student having the opportunity for day shift;
6. Other than temporary changes based on operational needs, which require 24 hours notice, five (5) working days notice to change shifts shall be provided to the parties and the Employee(s); where possible the Employer will give additional notice;
7. With the agreement of parties and the Employees involved, rotation of shifts shall be permitted, subject to ensuring appropriate coverage for the afternoon shift;
8. The use of the Students shall continue as per past practice and any increase contemplated to the cumulative number of hours to be worked by Students shall be discussed with the Union;
9. Students shall not be used in lieu of List A1 Stock Clerks and shall only be used to enhance services;

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10. The parties agree to consider increasing the staffing complement at the Distribution Centre as business increases;
11. This process for an afternoon shift in this agreement will continue from year to year unless terminated by either Party by written notice to the person designated by the Employer no later than March 31st.

## **2. \*\*\*CO-OP STUDENTS – SUMMER JOB PROGRAMS**

The Recognition Clause C.1 of the Collective Agreement between the Parties shall not be interpreted to exclude co-op students hired under Article AA.3.1. who participate in the Summer Jobs for Students Program (the “Program”) from being bargaining unit members for the duration of the Program.

The Parties agree that this exception to Recognition Clause C.1 applies only to co-op students who participate in the Program, and this exception is only in effect for the duration of the Program.

The Program will continue from year to year unless terminated by either Party by written notice to the person designated by the Employer no later than March 31st.

## **3. \*\*\*EXTENSION OF SUMMER STUDENTS – DISTRIBUTION CENTRE**

1. Notwithstanding AA.3.1, a maximum of six (6) full time equivalents (FTE) Summer Students may be employed at the Distribution Centre for the period from the day after Labour Day to no later than November 30th annually, subject to #5;
2. All Summer Students currently employed in the Distribution Centre will be offered first right of refusal, the opportunity of having their term extended to November 30th annually, by seniority;
3. In the event that there are not a sufficient number of Distribution Centre Summer Students interested and available for this extension the Employer will provide an opportunity for first right of refusal to Facility Services Summer Students in seniority order;
4. While it is anticipated that the hours of work will be afternoon shift, there may be some flexibility to accommodate schedules, provided it does not negatively impact any full time staff in the Distribution Centre.

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5. This Letter will continue from year to year unless terminated by either Party by written notice to the person designated by the Employer no later than March 31st.

#### **4. \*\*\*FOCUS ON YOUTH STUDENTS**

The Parties are concerned about the drop-out rate of students and wish to implement programs to retain such students, and offering part time employment to such students during the summer may assist in the retention of students in schools;

1. It is the Employers' intent to hire Focus on Youth Summer Students in accordance with Article AA.3.1 provided the Ministry of Education (or any other government organization) continues to fund the program.
2. Only full time students enrolled at the Toronto District School Board will be eligible for these positions. For the purpose of this agreement, a student will be eligible for this program during the summer following graduation from grade twelve. Students will be limited to two terms of employment under this program.
3. The agreement to hire students on the above terms will continue from year to year thereafter unless terminated by the Union by written notice to the person designated by the Employer no later than March 31st.

#### **5. \*\*\*LIEU TIME – BUSINESS SERVICES**

The purpose of this Letter of Understanding is to address the cyclical nature of work for the employee job classifications listed below. Since the months of July and August are considerably slower than the months of September to June, it is expected that lieu time accumulated during the peak periods will be used during the Christmas Break, March Break or the months of July and August.

Notwithstanding Articles W.12.1 and W.12.2.2, the Employer and Union agree to the following with respect to all Business Services job classifications represented by unit D, including but not limited to:

All Business Services job classifications represented by Local 4400, CUPE – Unit "D"

1. The maximum number of hours of lieu time that may be accumulated in a calendar year (January 1st to December 31st) is one hundred twenty (120) hours.

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2. Any hours of lieu time beyond one hundred and twenty (120) earned in that calendar year will be paid out to the Employee at the appropriate rate of pay.
3. Unused lieu time to a maximum of one hundred and twenty (120) hours as at December 31st will be carried over into the next calendar year and must be used prior to August 31st.
4. All unused lieu time as at August 31st will be paid out to the Employee at the appropriate rate of pay.
5. Granting of lieu time shall be subject to the approval of the appropriate supervisor and shall be subject to the operational requirements of the Board.

Example:

Bus Driver/Warehouse Employee ZZ accumulates one hundred and twenty (120) lieu time hours in the calendar year 2009.

At December 31st one hundred and twenty (120) lieu time hours are carried over into 2010.

From January to June 2010 Employee ZZ accumulates an additional sixty (60) lieu time hours.

As of July 1st 2010, Employee ZZ has one hundred and eighty (180) lieu time hours to be used before August 31st.

Employee ZZ uses one hundred and eighty (180) hours of lieu time during the summer, therefore there is no pay out on August 31st.

Employee ZZ can only accumulate an additional sixty (60) lieu time hours between September 1st and December 31st to reach the maximum one hundred and twenty (120) hour cap. If not used the sixty (60) hours will be carried over into the next calendar year

## **6. \*\*\*OUTSIDE CHECKS OF SCHOOLS**

If there are two (2) or more employees on a shift, outside checks of school properties will be made at the conclusion of the last activity by two (2) employees. However if there is only one (1) employee on shift, an internal check will be made.

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## **7. Pay Equity/Classification**

In accordance with H.7, the parties shall comply with the requirements of the Pay Equity Act, Part I, Section 7(1) to maintain pay equity, by developing a new pay equity plan for the Toronto District School Board and CUPE 4400.

The Joint Pay Equity/Classification Committee will comply with the Pay Equity Legislation (Section 14) by:

- i. Compiling and reviewing all existing Pay Equity Plans covering Employees in the bargaining unit.
- ii. Compiling and reviewing job descriptions for Toronto District School Board job classifications in the bargaining unit and determining gender dominance.
- iii. Reviewing and agreeing on a gender-neutral job comparison system.
- iv. Evaluating job classifications identified in (ii) above to determine pay levels.
- v. Negotiating a Pay Equity Plan for members of the bargaining unit.
- vi. Developing a process for the ongoing maintenance of Pay Equity, including the development of a Position Content Information Questionnaire (PCIQ) to be used in the review of new and significantly changed job classifications.

In complying with the legislation, the Committee will:

- i. Consider only the duties and responsibilities of each job classification (without reference to individual Employee performance);
- ii. have access to position related information gathered by the Joint Committee;
- iii. recommend effective dates for any new wage rates.

## **8. \*\*\*PILOT PROJECT – TEMPORARY STOCK CLERK/DRIVER BUSINESS SERVICES – DISTRIBUTION CENTRE EMPLOYEES**

1. The Parties agree to enter into a “Pilot Project” to establish one (1) additional position known as Stock Clerk/Driver on a temporary basis for the period January 1, 2009 to June 30, 2009;
2. This position will be posted in accordance with the “Temporary Posting Guidelines” Letter of Understanding;
3. The Stock Clerk/Driver position would be at the same rate of pay as the Stock Clerk;
4. The Stock Clerk/Driver duties would be equitably rotated through all interested Stock Clerks on the seniority basis;

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5. The Employer will develop criteria for the assessment of the Pilot Project and will share with the Union prior to implementation.
6. The Parties agree to meet prior to the termination of this letter to assess the cost effectiveness and ongoing viability of the Pilot Project.

**9. \*\*\*PROTOCOL FOR SHARING OF CARETAKING OVERTIME**

1. Overtime will be scheduled in accordance with Article W and will be worked by employees that normally perform the work at the location, that is, those employees that are permanently assigned to the school/site;
2. For the purposes of #1 above, only List "A" Employees who are working as a replacement at a school/site will be entitled to the overtime scheduled for the Employee that they are replacing, provided that they are not regularly scheduled to work overtime at any other site;
3. (a) While on vacation, an Employee is not eligible to work overtime. Vacation starts at the beginning of the first regularly scheduled vacation day and includes any statutory holidays during the vacation period. Vacation ends at the start of the first regularly scheduled work day the Employee returns. To be eligible to work scheduled overtime the employee must return to work on the Thursday and Friday prior to the weekend;
3. (b) In the event of a Temporary Transfer the Employee shall retain their right to the overtime at their regular school/site provided that they do not accept overtime at any other site;
3. (c) For all other absences, except for approved absences as defined under Appendix D section 23 (i) of the Collective Agreement, in the event that the absent employee notifies the Employer as per the Absence Reporting Protocol of his/her intent to return to work during the week prior to the scheduled overtime, the replacement employee will not be eligible for the overtime. Notification must be received no later than 10:00 am on the Wednesday immediately prior to the scheduled overtime. To be eligible to work scheduled overtime the employee must return to work on the Thursday and Friday prior to the weekend;
4. In the event that all Employees at a school or site are unwilling or unable to work the overtime, it will be offered to employees within the Family of Schools who have indicated an interest in working overtime. If no employee within the Family of Schools is available, the overtime will then be offered to other employees within the Region;

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5. The Team Leaders will establish a list two times per year of Employees who have self identified as being interested in working overtime as outlined in # 4 above. The list will be updated in June and December of each year;
5. (a) Monitoring of overtime hours worked shall be made available to the Union upon request;
6. Employees in #4 above will only be allowed to access additional overtime if they do not have access to regularly scheduled overtime in their assigned position/site;
7. (a) Scheduled overtime must be equitably distributed. Equity within the school/site for all scheduled overtime includes a sharing of shifts (days/afternoons) and days (Saturdays and Sundays). The schedule for determining equitable distribution of overtime will run from September 1st to August 31st each year;
7. (b) All scheduled overtime for each site will be posted in the Caretakers room. All Employees that normally perform the work at the site will be listed on the roster and will have the opportunity to work all scheduled overtime, provided the employee is qualified to do the work. If an eligible Employee declines the offer of scheduled overtime it will be counted against their total overtime hours and then offered to the remaining Employees as per the schedule;
8. Call outs, unscheduled and emergency overtime are exempt from the requirement to follow any overtime roster or schedule. Notwithstanding the above, reasonable efforts will be made to equitably distribute unscheduled overtime;
9. (a) All scheduled overtime hours offered and callouts, unscheduled and emergency overtime worked will count towards the annual totals used to determine equitable distribution. In the event that an Employee receives a disproportionate share of overtime due to operational needs, i.e. winter firing, such Employees will not receive additional hours until such time as the remaining staff attain an equivalent number of hours;
9. (b) Overtime hours shall be tracked in real hours at the rate at which the hours are paid out. For example ten (10) hours at one and half times the hourly rate will be recorded as fifteen (15) hours. Ten hours at two times the hourly rate will be recorded as twenty (20) hours;
10. This agreement can be revised by mutual agreement through Labour Management;

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11. Both parties acknowledge their obligation to conform to the requirements of the Employment Standards Act as amended from time to time.

Clarity Note: For the purpose of this letter unscheduled overtime is defined as overtime of an infrequent or occasional nature.

## 10. PROVISION OF INFORMATION IN RESPECT OF EMPLOYEE BENEFITS

The Employer shall provide to the Union, experience information as set out below. Such information shall be provided annually and shall be forwarded to the Union within one (1) month of the end of the policy year, unless noted otherwise.

1. Health and Dental premiums and claims experience data for the bargaining unit.
2.
  - i) Extended Health Care Claims Summary by expense type.
  - ii) Dental Care claims summary by service type.
  - iii) Health and Dental Care Summaries by type of claimant.
- 2.1 Reports, as listed below, which may be requested by the Benefits Review Committee for the purpose of meeting its mandate:
  - a. Health and Dental premiums and claims experience data for the Bargaining Unit including number of claimants and number of claims.
  - b.
    - (i) Extended Health Care Claims summary including number of claimants and number of claims by expense type
    - (ii) Dental Care Claims summary including number of claimants and number of claims by service type, and
    - (iii) Health and Dental Care summary including number of claimants and number of claims.
3. Health and Dental Care summaries providing enrolment numbers by coverage level.
4. Drug Utilization Reports by frequency and net amount paid (top 160).
5. Summary reports in respect of Long Term Disability Insurance and Group Life Insurance which shall not identify the individual claimants.

\*\*\* = NOT applicable to Security Guards  
SG = Provisions applicable to Security Guards Only

6. Coverage reports annually in November, listing by a unique number that will not identify the individual Employee, Employees enrolled in each plan and their respective level of coverage.

## **11. RE-NUMBERING AND FORMATTING OF COLLECTIVE AGREEMENT**

The Union proposes the issue of renumbering and formatting of the Collective Agreement be done by a joint committee within one (1) month of the ratification of this Agreement. Renumbering and formatting shall not modify, add to, amend or alter the language or intent agreed to through the bargaining process.

## **12. \*\*\*REPLACEMENT PROCESS**

For the purpose of promoting stability in TDSB schools and sites, the following process will be used when determining how to replace staff in positions of responsibility that are absent.

1. All legal requirements must be taken into account and met in order to ensure compliance.
2. Where practicable, Head Caretaker and Shift Leader vacancies will be filled, on a temporary basis, in the following priority sequence:
  - a) Unassigned Head Caretakers will be utilized first, with priority given to those absences expected to last for an extended period of time.
  - b) Unassigned Engineers will be used to replace absent staff at guarded steam plants on a day to day basis, provided existing staff at the school/site do not meet legal requirements.
  - c) If unassigned Head Caretakers or Shift Leaders are not available, staff within the school, who are able, qualified and without a disciplinary record of suspension within the previous 12 months, would be given the first opportunity to fill in, using seniority.
  - d) Should there be no eligible staff within the school/site who are willing to assume the role, the HC/SL positions would be offered to HC/SL in other schools or sites.

**\*\*\* = NOT applicable to Security Guards**  
**SG = Provisions applicable to Security Guards Only**

- e) If there are still no candidates, the positions will be offered to other caretaking staff that are able, qualified and without a disciplinary record of suspension within the previous 12 months.

### **13. \*\*\*TEMPORARY POSTING GUIDELINES**

1. Unless otherwise mutually agreed between the Parties;
  - i. Temporary Assistant Family Team Leader vacancies expected to last greater than six (6) months and less than twelve (12) months will be posted after any lateral moves are completed;
  - ii. Temporary Head Caretaker/Shift Leader vacancies expected to last greater than six (6) months and less than twelve (12) months will be posted unless there is a current qualified unassigned Head Caretaker/Shift Leader in that job group;
  - iii. Temporary caretaking vacancies expected to last greater than six (6) months and less than twelve (12) months may be posted;
2. Temporary vacancies which exceed twelve (12) months in duration may be extended by mutual agreement;
3. Temporary vacancies will only be filled on a primary bid, secondary bids will not be considered when filling temporary vacancies;
4. Should a temporary vacancy be filled on a primary bid, the resulting ongoing vacancy will be filled using the secondary bid process;
5. Employees who obtain a temporary vacancy via a lateral transfer will be frozen for additional lateral transfers for the period of the temporary transfer or freeze period as per P.5, whichever is less. However nothing prohibits an Employee in a temporary vacancy from applying for a promotion provided that the Employee will be available to fill the position as required;
6. Employees who obtain a temporary vacancy in a higher rated position shall be deemed to be in the higher category for salary purposes only. In the event of subsequent postings during the term of the temporary vacancy, the Employee will be considered to be in the job group occupied prior to the temporary vacancy. Nothing prohibits any Employee in a temporary vacancy from applying for a promotion to a higher rated temporary or permanent position provided that the Employee will be able to fill the position as required;

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**SG = Provisions applicable to Security Guards Only**

Clarity Note: Employees cannot transfer from one temporary assignment to another temporary assignment within the same job group during the freeze period.

7. At the end of a temporary vacancy, the Employee will be returned to the unassigned pool in the region from which they bid. If the position held by the Employee prior to the temporary vacancy was a Code 1, 2 or 3 Head Caretaker, they will be returned to the unassigned pool and will be required to bid for ongoing vacancies. In these cases, Employees will be given three (3) posting periods to obtain a position of their choice. Failing that, they will be placed into any unfilled vacancy in their previous region and job group prior to an Employee being promoted.

#### Temporary Posting Guidelines for Part Time Employees

1. Should a full time temporary vacancy be filled by an Employee on Seniority List "B", that Employee shall be moved to Seniority List "A" and shall remain on List "A";
2. List "B" Employees promoted into any Temporary vacancy shall be entitled to all salary/benefits of a List "A" Employee;
3. At the end of the Temporary Vacancy, the Employee shall be returned to the unassigned pool in the region from which they bid as a List "A" Employee.

#### **14. \*\*\*TEMPORARY POSTING GUIDELINES FOR FULL TIME EMPLOYEES IN BUSINESS SERVICES**

1. Temporary vacancies in Business Services positions expected to last greater than three (3) month and up to six (6) months in duration may be posted and the expected duration of the vacancy will be included in the job posting
2. Temporary vacancies in Business Services positions expected to last greater than six (6) months and less than twelve (12) months in duration will be subject to the Temporary Posting Letter of Understanding dated November 15, 2005;
3. Employees who obtain a temporary vacancy in a Business Services position via a lateral transfer will be frozen for additional lateral transfers for one hundred and eighty (180) days, however nothing prohibits an employee in a temporary vacancy from applying for a promotion provided the Employee will be available to fill the position as required;

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4. Employees who obtain a temporary vacancy in a higher rated position shall be deemed to be in the higher category for salary purposes only. In the event of subsequent postings during the term of the temporary vacancy, the Employee will be considered to be in the position occupied prior to the temporary vacancy. Nothing prohibits any employee in a temporary vacancy from applying for a promotion to a higher rated position provided the Employee will be available to fill the position as required;
5. At the end of a temporary vacancy, if the Employee was previously employed in a Business Services position they will return to that position, provided the position is still exists; In the case of Student Transportation, if the route had been contracted out the route shall return back to the Bus Driver;
6. At the end of a temporary vacancy, if the Employee was previously employed in a Facility Services position they will be returned to the unassigned pool in the region from which they bid. If the position held by the Employee prior to the temporary vacancy was a Code 1, 2 or 3 Head Caretaker, Shift Leader, or Environmentalist, they will be returned to the unassigned pool and will be required to bid for ongoing vacancies. In these cases, Employees will be given 3 posting periods to obtain a position of their choice. Failing that, they will be placed into any unfilled vacancy in their previous region and job group prior to an Employee being promoted.
7. These temporary vacancies will be limited to List "A1" Employees.

## **15.-SG TEMPORARY POSTING GUIDELINES FOR FULL TIME POSITIONS IN SECURITY**

1. Unless otherwise mutually agreed between the Parties;
  - i) Temporary Security Guards vacancies on A-1 and A-2 expected to last greater than six (6) months and less than twelve (12) months will be posted;
2. Temporary vacancies which exceed twelve (12) months in duration may be extended by mutual agreement;
3. Temporary vacancies will be filled in accordance with Article P;
4. Should a temporary vacancy be filled as per #3 above, and where it is determined there is a resulting vacancy, it shall be posted as soon as possible in accordance with Article P;

**\*\*\* = NOT applicable to Security Guards**  
**SG = Provisions applicable to Security Guards Only**

5. Nothing prohibits an Employee in a temporary vacancy from applying for a promotion provided that the Employee will be available to fill the position as required;
6. Employees from other Unit D job groupings who are successful in posting to a temporary Security job vacancy shall be deemed to be in the Security job category for salary purposes only. Nothing prohibits any Employee in a temporary vacancy from applying for a promotion or a permanent position provided that the Employee will be able to fill the position as required;
7. At the end of a temporary vacancy, Employees from other Unit D job groupings will be returned to the unassigned pool if applicable, in the region from which they bid. If the position held by the Employee prior to the temporary vacancy was a Code 1, 2 or 3 Head Caretaker, they will be returned to the unassigned pool and will be required to bid for ongoing vacancies. In these cases, Employees will be given three (3) posting periods to obtain a position of their choice. Failing that, they will be placed into any unfilled vacancy in their previous region and job group prior to an Employee being promoted.

#### Temporary Posting Guidelines for Part Time Employees

1. Should a full time temporary vacancy be filled by a Security Employee on Appendix A-2, or Appendix A-4 that Employee will maintain their current bargaining unit status for the period of the vacancy and at the end of the temporary vacancy will return to their previous status/position of record;
2. Should a full time temporary vacancy be filled by an Employee on Seniority List "B" from other than Security, at the end of the temporary vacancy, that Employee shall be moved to Seniority List "A" and shall remain on List "A" and be returned to the unassigned pool in the region from which they bid;
3. List "B" Employees promoted into any temporary List "A" vacancy shall be entitled to all salary/benefits of a List "A" Employee.

### **16.-SG PROTOCOL FOR SHARING SECURITY GUARD ADDITIONAL WORK ASSIGNMENTS/OVERTIME**

1. For the purpose of this protocol the Team Leader will establish a tracking document to ensure the equitable distribution of additional work assignment/overtime. The tracking document will be posted in a common area accessible to all Employees and will contain the names of all eligible Employees, overtime offered, accepted or declined. Overtime hours shall be tracked in real hours at the rate at which they are paid out. For example ten (10) hours at one and

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half times the hourly rate will be recorded as fifteen (15) hours. Ten (10) hours at two times the hourly rate will be recorded as twenty (20) hours.

2. Where it is determined that an additional work assignment is available, such assignment may be offered first to Employees on Appendix A-4 and then to Employees on Appendix A-2 at regular rates of pay. In the event that the additional work assignment could not be filled as above it will be offered as overtime and distributed as equitably as possible to Employees on Appendix A-1;
3. While on vacation, an Employee is not eligible to work overtime. Vacation starts at the beginning of the first regular scheduled vacation day and includes any statutory holidays during the vacation period. Vacation ends at the start of the first regularly scheduled work day the Employee returns. To be eligible to work scheduled overtime the employee must return to work on the Thursday and Friday prior to the weekend with the exception of approved absences on the Thursday or Friday as defined Appendix D, section 23 (i) of the Collective Agreement.

Monitoring of overtime hours worked shall be made available to the Union upon request.

## **17. T2200**

The parties agree to establish a committee to review the issuance of T2200 forms. The Union and the Board may appoint up to 3 members each to the committee. This letter of understanding expires August 30, 2021.

**\*\*\*Appendices,  
Letters of Understanding**

**And  
Letters of Intent  
(Not Forming Part of the  
Collective Agreement)**

The following Appendices and Letters do not form part of the Collective Agreement and are attached only for historical information purposes. As such, these Appendices and Letters are not subject to the grievance procedure.

**September 1, 2003 – August 31, 2008**

## **1. \*\*\*AVOIDING LAYOFFS AS A CONSEQUENCE OF RESTRUCTURING**

### **Section 1 - Early Leaving Plan/Severance**

- (a) (i) Where, during the term of this Collective Agreement, the restructuring decisions of the Employer will result in reductions in the number of permanent staff within administrative departments and/or within specific job groupings/categories, the Employer will first offer the Early Leaving Plan to achieve reductions in staffing levels through voluntary exit by Employees directly affected before implementing layoffs. The number of ELP applications approved will be no less than the number of Employees who are surplus at the point ELP's are finally approved for that particular administrative department and/or specific job grouping/category.
- (ii) Where more Employees in the directly affected group apply for the Early Leaving Plan than the number of ELP applications which can be approved, approvals will be made on the basis of seniority unless the particular position the Employee holds is required to be staffed and could only be staffed through recruitment from outside the bargaining unit. An Employee who is surplus who does not get the ELP will still be entitled to exercise Article BB rights.
- (iii) The Employer will offer additional ELP's to specific subgroups in a department and/or specific job grouping/category who are not directly affected Employees to create a vacancy or vacancies in the department or specific job grouping/category. It is not anticipated that there will be an offering in a department or specific job grouping/category where an ELP had previously been offered. The Employer will discuss at the Redeployment Committee the identification of the sub-group to be targeted for the additional ELP offer but the Redeployment Committee's input or lack thereof concerning such input and the Employer's decision are not subject to grievance or arbitration. A vacancy created by the acceptance of an ELP may be filled by the senior Employee who is surplus to a department or grouping/category before the exercise of rights by such Employee pursuant to Article BB hereof. The Employee will only be transferred to the vacancy if:
1. the position is in the same wage classification;
  2. the Employee has committed to accept such transfer, if offered; and
  3. the Employee is able to perform the normal requirements of the position after a 20 working day familiarization period.

The vacancy created by the offering of the additional ELP will not be posted provided it is filled as provided in this paragraph.

Prior to exercising rights in (b) below, a surplus Employee under (a)(iii) who has been offered an ELP may still exercise the option if the ELP's offered to the Employee's department or job grouping/category have not all been utilized.

Any dispute re the application of (a) (ii) and (iii) (except as otherwise provided above) will be discussed at the Redeployment Committee and, if unresolved, may be submitted to arbitration as provided in the Expedited Arbitration Procedure.

Immediately prior to the exercise of Article BB rights the Employee will be given the option of foregoing the Employee's Article BB rights and accepting in lieu thereof Severance Pay provided the Employee has not refused a position under Appendix E. Severance Pay shall be equal to 2 weeks' regular salary per year of service to a maximum of 36 weeks' salary. The eligible Employee shall exercise the option within 10 working days of being notified in writing of the option.

An Employee bumped by another Employee exercising Article BB rights may similarly forego that Employee's Article BB rights by accepting Severance Pay as set out above. If there is no one the Employee could bump, the Employee gets the Severance Pay.

## Section 2 - Retraining

- (a) The Board undertakes to endeavour to secure agreement from the Ministry of Education for the allocation of a portion of the Labour Adjustment Funds to be used to pay for retraining surplus staff to meet operational needs of the Board. Such operational needs may include
- (i) the provision of services for Special Education students requiring increasing specialization on the part of staff who provide these services, e.g. D.S.W. diploma or similar certification.
  - (ii) The current and ongoing teacher shortage, particularly as it affects recruitment at the Toronto District School Board, could be alleviated by assisting support staff, who already have a university degree, to acquire their Ontario Teacher Certification.
  - (iii) Other work of the bargaining unit which may require special training.

The retraining program would provide financial support for eligible Employees to cover the cost of tuition fees and course materials. Eligible Employees will be granted a leave of absence without pay to undertake retraining. The Union consents to the placement of an Employee who has

completed retraining into a full time or part-time position without the need to post such position(s) under Article P.

(b) The retraining program will be discussed at the appropriate Redeployment Committee, which discussions may include the criteria based on which retraining opportunities may be offered, provided that:

- It is understood that the Board has the exclusive right to determine its operational needs.
- No retraining opportunity shall be provided to an Employee unless the Employee meets all requirements, conditions and qualifications necessary to undertake the retraining.
- The retraining program must be completed within the training timeframe applicable to the program or course. An Employee will be permitted to take the specific course or program once only.
- Application must be made by the Employee for the first intake into the training program following the identification to the Employee of the retraining opportunity. Should the Employee not be accepted into the retraining program, the retraining opportunity shall not be available unless the Board approves an extension of the opportunity.
- Should the Employee fail to comply with all necessary requirements attending the retraining program, the retraining opportunity shall be withdrawn.
- The maximum contribution for any retraining opportunity is \$2,500 provided that such sufficient funds exist in the part of the Labour Adjustment Funds which are allocated for the purpose of retraining. The Employee shall be solely responsible for all excess costs.
- Access to training will be governed by a fair and equitable process and in accordance with the seniority principle.

### Section 3 - Terminal Date of this Letter

This letter shall terminate at the end of restructuring or on June 30, 2003 whichever occurs first.

## **2. \*\*\*JOINT BENEFITS REVIEW COMMITTEE**

Subject to agreement with all bargaining agents and associations at the Toronto District School Board (TDSB) to participate on a Joint Benefits Review Committee and in recognition of the increasing cost of benefits and the desire to explore plan improvements, the Employer shall establish a Joint Benefits Review Committee.

The Committee shall be composed of representation from the Employer and the bargaining units and the associations. Each bargaining unit/association shall be permitted one (1) representative on the Committee.

The Committee shall be jointly chaired by a representative of the Employer, a representative selected by the unions and a representative selected by the associations.

The Committee shall provide a vehicle for discussion of the Insured Health and Dental Care Plans and development of recommendations to ensure the financial viability of the Benefit Plans concerning cost containment, annual inflationary costs, plan improvements and efficiencies.

The Committee shall convene a minimum of four (4) times during each of the following school years:

September 1, 2005 to June 30, 2006

September 1, 2006 to June 30, 2007

September 1, 2007 to June 30, 2008

The Committee's unanimous recommendations shall be forwarded to the Employer and the Union. Thereafter, the Employer and Union may agree to amend the Collective Agreement by way of a Letter of Understanding to enable the parties to implement the unanimous recommendations. Any such agreement is also subject to whatever approval processes are needed by the parties. Recommendations that have been considered by the Committee but have not been unanimously approved by the Committee may be forwarded to the Employer and the respective negotiating team for consideration in the next round of bargaining.

This Letter of Understanding expires on August 31, 2008.

## **3. \*\*\*JOINT COMMITTEE TO REVIEW CARETAKER ALLOCATIONS**

A Joint Committee will be established of three (3) Union representatives, three (3) Employer representatives and three (3) trustee representatives to develop and undertake a study to review caretaking workloading issues. The Committee will

recommend to the Facilities Management Committee a framework that equity and cleanliness standards are set and met for school year 2005/2006. The recommendations of the Joint Committee if approved by the board of trustees shall be subject to Article DD.3 of the Collective Agreement.

All other job classifications workload issues shall be dealt with at the Labour Management.

**4. \*\*\*PROVINCIAL FUNDING**

If during the term of the Collective Agreement, the Ministry of Education provides additional grants to the Employer designated specifically for a support staff salary increase beyond the agreed upon annual salary increase in this agreement, then the parties will reopen the Collective Agreement in order to flow such additional funds as wages to Local 4400 members.

**5. PILOT PROJECT FOR PAY-DIRECT DRUG CARD SYSTEM-GUIDING PRINCIPLES**

The Board will develop a proposal for a Pay-Direct Drug Card based on the following guiding principles.

1. The period of the Pilot Project shall be limited to a one year period from September 1, 2010 to August 31, 2011.
2. The implementation of a Pay-Direct Drug Card system will not alter any of the existing provisions of the Extended Health Care Plan other than the system of re-imburement of eligible prescription drugs.
3. Eligible employees must be employed in the Bargaining Unit during the term of the Pilot Project, and must be enrolled in the Extended Health Care plan.
4. Should the Parties fail to agree on the terms of a costing framework for the Pilot Project, effective September 1, 2010, improvements to existing provisions in the following areas in the Extended Health Care and Dental Care Plans will be discussed and agreed upon by August 31, 2010:
  - a) Improvements to ODA rates
  - b) Improvements to Vision Care

c) Improvements to Physiotherapy benefits

5. All costs of this Pilot Project will be covered by CUPE 4400's share of the Board's funding enhancement for benefit costs, estimated at \$1,197,535.
6. The parties will meet to develop a costing framework to measure the costs arising as a consequence of implementing the pilot project. The parties must agree on the final costing framework by November 27, 2009 for the Pilot Project to be implemented.
7. If the costs incurred as a result of the Pilot Project is less than CUPE 4400's share of the benefit enhancement of the estimated \$1,197,535, the parties will meet to discuss utilization of the funds.
8. If CUPE's share of the benefit enhancement under the PDT (currently estimated to be \$1,197,535) does not cover the total costs of the Pilot Project, CUPE 4400 will pay to the Board the amount by which the total costs of the Pilot Project exceeds CUPE 4400's share of the benefit enhancement within 60 days of the invoice date.
9. Notwithstanding the agreement by the parties that the Pilot Project will terminate on August 31, 2011, the parties may agree in writing to extend the Pilot Project.

**6. \*\*\*RESOLUTION TABLE**

A joint committee shall be established and shall have as its members, six (6) representatives from Local 4400, CUPE, two (2) each from Unit B, Unit C, and Unit D, and up to an equal number of representatives from the Toronto District School Board. The committee shall have its first meeting no later than September 30, 2005.

The committee will meet to discuss the following items:

- (a) Job evaluation
- (b) Calculations of services for purposes of OMERS Pension Plan
- (c) Increasing bereavement leave to five (5) days.

**7. \*\*\*RETURN TO WORK/ACCOMMODATION**

During the term of this agreement, the Employer agrees to meet with a Committee of six (6) Union Representatives, one of which will be from this bargaining unit, to discuss return to work accommodation protocols and issues and to recommend improved procedures and policies related to work accommodation and dispute resolution options. The committee shall meet not less than four (4) times per year.

**8. \*\*\*SALARY REOPENER**

In addition to the increases set out in the Schedule of Wages, wages shall be increased by a maximum of a half percent (0.5%) in each of the years commencing September 1, 2006 and September 1, 2007 on the following conditions:

- (i) If the province's tax revenues in the 2005-2006 fiscal year are at least one percent (1%) higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI (all items) index increased by two and a half percent (2.5%) or more during the period September 1, 2005 to September 1, 2006, the percentage increase which would otherwise be effective on September 1, 2006 shall be increased by the percentage amount by which the rate of inflation exceeded two and a half percent (2.5%), up to a maximum of a half percent (0.5%).
- (ii) If the province's tax revenues in the 2006-2007 fiscal year are at least one percent (1%) higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI (all items) index increased by three percent (3%) or more during the period September 1, 2006 to September 1, 2007, the percentage increase which would otherwise be effective on September 1, 2007 shall be increased by adding the percentage amount by which the rate of inflation exceeded three percent (3%) up to a maximum of a half percent (0.5%).

It is understood that the above increase(s) will be limited to the percentage increase(s) granted to teachers under similar collective agreement provisions.

**9. ELECTRONIC PAY STUBS**

The parties will establish a committee comprised of up to four (4) Employer representatives and four (4) Union representatives, which will meet within sixty (60) days of ratification of this Collective Agreement, and quarterly thereafter, during the term of the Collective Agreement, to discuss:

- Access to electronic pay information, including:
  - o Access to a means to print a paper copy
  - o Resources to assist employees in obtaining instruction on accessing electronic pay information, such as: help desk, video, and tip sheets
  - o TDSB locations to access and print pay information
  
- The use of the Employer's intranet system for the purposes of job posting applications and confirmation of receipt of their electronic communication by December 30, 2016;

Prior to the implementation of mandatory electronic pay information in January 2017, the Employer will communicate to employees how to access pay information, identify resources to assist employees in obtaining the payment information, and TDSB locations to access and print pay information. An employee will be provided access to a printer at his/her TDSB worksite or at a designated alternative TDSB worksite(s), excluding elementary schools.

It is understood that the Board will continue issuing paper pay statements to those employees who have not "opted in" to receive electronic pay statements up to December 30, 2016.

The parties agree that newly hired employees will receive pay information electronically only.

## **10. ELECTRONIC POSTINGS IMPLEMENTATION COMMITTEE**

The parties agree to convene a committee consisting of three (3) representatives of the Employer and one (1) representative of each of Units B, C and D to jointly develop an Electronic Posting process which shall begin implementation no later than September 1, 2010. No later than forty-five (45) days after ratification, the committee will meet and establish its terms of reference. Discussions will focus on issues regarding training, adequacy of access, communication and implementation.

Implementation will begin in September, 2010 one CUPE unit at a time (For example, Unit B in Fall, Unit C in Winter, Unit D in Spring).

In the 2010-2011 school year during the phase-in period, postings will be available in both hard copy and electronic format for the entire school year. After this time it is agreed that postings will only be available in electronic format.

**PROCESS FOR TRANSITIONAL STAFFING UNTIL THE DISTRICT WIDE DATE**

1. A Redeployment Committee of four (4) Union and four (4) Employer representatives will be established as soon as possible following the execution of this Agreement.
2. The Committee will be provided with the new staffing levels by each school/site for this bargaining unit.
3. The Committee will discuss alternative strategies to reduce the impact of restructuring including the following:
  - i) methods to reduce the number of changes and disruptions to the operations of the Board;
  - ii) alternatives to layoffs from permanent positions;
  - iii) implementation issues arising from any early leaving plan;
  - iv) training opportunities to assist Employees to perform the functions of the restructured jobs including identifying the sources of funding for such opportunities;
  - v) such other matters as will assist in addressing redeployment issues;

In addition, the Committee shall also be responsible for monitoring the surplus, placement, and layoff procedures during the Transition Period and shall be provided with the information reasonably necessary to accomplish this task. The Committee shall not be precluded from raising at any time any of the issues outlined in clauses (i) to (v) during the Transition Period and up to the District-Wide Date.

- 4.(a) The Committee will be provided with job titles, job postings/summary of duties and qualification, number of positions and locations within the bargaining unit. The Committee will also be provided with a list of pre-existing job classifications and incumbents at each location in the bargaining unit that may be affected by restructuring during the Transition Period.
- 4.(b) The Committee will be provided with organizational chart job titles, job postings/summary of duties and qualification, number of positions status, job rate and locations within the bargaining unit. The Committee will also be provided with a list of pre-existing job classifications and incumbents at each location in the bargaining unit that may be affected by restructuring during the Transition Period.

5. The Committee will be provided with job titles, job postings/summary of duties and qualification, number of positions and locations within the bargaining unit. The Committee will also be provided with a list of pre-existing job classifications and incumbents at each location in the bargaining unit that may be affected by restructuring during the Transition Period.
6. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
7. The Committee will be provided with a list of surplus staff by location. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
8. As soon as administratively feasible, advance notice shall be provided to the Redeployment Committee and the bargaining unit in respect of any proposed closure of a school, site, or any other work location.
9. For the purposes of the following paragraphs, Employees in this bargaining unit shall be placed in one of the following groupings:
  - (i) Transportation Employees;
  - (ii) Maintenance Employees;
  - (iii) Warehouse Employees;
  - (iv) Caretaking Employees.
10. The Employer will identify each of the job classifications which fall within the groupings set out in paragraph 9, subject to full consultation with the Union. The Employer will endeavour to identify and consult within two (2) months of the execution of this Agreement. The parties may agree through the Redeployment Committee to amend the list of groupings in order to accommodate the various job classifications within the bargaining unit.
11. If a surplus Employee within a job classification in a grouping occurs across the District or in all classifications in a grouping across the District, surplus will be declared on a District-Wide basis, i.e., in reverse order of seniority within each job classification within the grouping. Surplus Employees will be assigned to a temporary assignment(s) until the earliest of:
  - (a) the District-wide date; or
  - (b) placed pursuant to the job posting provision of the Collective Agreement; or
  - (c) placed pursuant to paragraph 12 hereof.

Surplus Employees will continue to be paid their regular rate of pay while they are placed in temporary assignments. Surplus Employees will be allowed to indicate which region they would prefer to work in. The Employer will attempt to accommodate Employees' preferences where possible.

12. If, however, the surplus condition occurs in one or more schools, sites or work locations, because of the allocation of the number of staff to a school, site or location or due to the closure of the school, site or location, the Employees in that school, site or location will be declared surplus in reverse order of seniority in the overstuffed job classification within their grouping in the school. In such circumstances, an equivalent number of Employees in each of the affected job classifications will be assigned to a temporary assignment(s) in reverse order of seniority and will continue to be paid their regular rate of pay until placed pursuant to the job posting provisions of the Agreement or in accordance with the provisions of Article 13 hereof. The resulting vacant positions shall be filled by those initially declared surplus, with geographic, school, site or location preference determined by seniority.

13. Where it is determined that a vacancy exists in a job classification in a grouping in a school, site or work location, the vacancy shall first be advertised and filled in accordance with the posting provisions of the Agreement. The resulting vacancy shall be offered to the most senior surplus Employee in the same wage classification on temporary assignment subject to such Employee having the ability to perform the normal requirements of the job except where certification or licensing is required. If the most senior surplus Employee rejects the transfer, the next most senior surplus Employee in the same wage classification on temporary assignment will be offered the transfer subject to such Employee having the ability to perform the normal requirements of the job except where certification or licensing is required, and so on until there is no such eligible Employee in a temporary assignment.

If no such Employee is available or qualified or if no such Employee accepts the transfer, then the above process will be repeated for the most senior surplus Employee in the next higher wage classification in the same groupings who is on temporary assignment having the skills and ability to perform the normal requirements of the job.

If no such Employee is available or qualified or if no such Employee accepts such transfer, the position will be offered to the next most senior Employee in the next higher wage classification in the same groupings in accordance with the provisions of this clause and so on until there is no such eligible Employee in any higher wage classification in the groupings on temporary assignment.

If the vacancy still remains unfilled, the Employer reserves the right to place Employees from the replacement/unassigned pool to such vacancies.

14. Where there is more than one such vacancy as referred to in paragraph 12, the senior Employee offered the position will have his/her choice of location among the available vacancies but it is understood that the time within which the Employee's preference must be provided to the Board will necessarily be of short duration (within two (2) working days).

15. A surplus Employee placed in the vacancy of their choice shall be prohibited from any further lateral transfers for a period of one hundred and eighty (180) days.

16. If a school, site or work location is re-opened and staffed by the Employer within one year of its closure date, each employee last occupying positions within the school, site or work location will have the right of first refusal to return to their respective job classification before they are posted and filled in accordance with the provisions of the Agreement and paragraph 13.
17. In the event that jobs are “restructured” in the bargaining unit, the Redeployment Committee shall meet and develop a system for addressing such restructuring based on the model developed for the non-school based Employees in the “D” bargaining unit. The arbitrator referred to in paragraph 19 below shall determine any disputes concerning this process and shall have the authority to award any language necessary for implementing the system.
18. Bumping rights shall be deferred until the District-Wide Date (December 31, 1999 or such other date by which the Employer determines that its restructuring of departments employing members of the bargaining unit has been completed or sufficiently progressed.)
19. Any dispute concerning the interpretation and application of Appendix E shall be referred to expedited arbitration before Arbitrator \_\_\_\_\_ whose decision shall be final and binding.
20. Agree to expedited resolution process as an attachment to Appendix E. Note: Agreement is based on the understanding that attachment forms part of the Collective Agreement.

### **Process for Labour Force Adjustment Funds**

- 21 Under the School Board Restructuring Program, the Toronto District School Board has received Labour Adjustment Funds to provide training and counselling for employees whose employment is being severed. Funding is provided to a maximum of \$2,500 per employee receiving severance. Expiry date August 31, 2003.
  - i. The Redeployment Committee or Labour Management Committee will oversee the allocation of counselling and training funds to members of the bargaining unit who are receiving voluntary severance.
  - ii. The counselling and training funds shall be made available for the following purposes :
    - Financial Planning Seminars
    - One-on-one financial counselling
    - Continuing Education courses to assist employees in transferring to new employment
    - Staff Development Programs to provide employees with job search skills.

- iii. Group Financial Planning Seminars will be provided for employees who are resigning/retiring with severance pay.
- iv. Employees may apply for one-on-one financial counselling to a maximum of Five Hundred Dollars (\$500). This application may be made in the period from approval of severance to one month following the date of resignation. This Financial Advisor will invoice the Toronto District School Board for the cost of such counselling.
- v. Employees may apply for reimbursement of course fees to a maximum of Two Thousand Five Hundred Dollars (\$2,500) to cover continuing education programs taken to retrain the employee for new employment. This application must be made within one year of the date of resignation.
- vi. Reports on expenditures of Training and Counselling Funds will be submitted to the Redeployment Committee or Labour Management Committee on a monthly basis.
- vii. Any application not approved will be brought to the Redeployment Committee or Labour Management Committee.

**\*\*\*Attachment to Appendix E  
(known as Appendix A for this  
purposes of this expedited process)**

**EXPEDITED DISPUTE RESOLUTION PROCESS FOR DISPUTES  
UNDER APPENDIX "A" TO THE "C/D" MEMORANDUM OF SETTLEMENT**

**THE PARTIES HERETO AGREE** that the following Expedited Dispute Resolution Process will be utilized to resolve disputes arising under the Appendix "A" to each of the Unit C and Unit D Memorandum of Settlement. Those memoranda are to be read as if this Dispute Resolution Process had been incorporated therein:

1. Any dispute within the Redeployment Committee concerning the interpretation, application or alleged violation of Appendix A may be the subject of a grievance and referred to expedited arbitration in the manner set out below.
2. Without limiting the generality of the foregoing, a grievance shall include, but shall not be limited to, a difference concerning any matter related to or arising from the mandate of the Redeployment Committee under Appendix A including, but not limited to, the provision of full and timely information to members of the Redeployment Committee, the identification of essentially similar jobs, the identification of directly affected employees, and the placement of directly affected employees in restructured or new positions. (The parties agree that the provisions of this Expedited Dispute Resolution Process is not intended to enlarge or reduce the issues which may be taken to grievance and/or arbitration beyond those which are included within Appendix "A".)
3. The parties to the grievance are the union representatives on the Redeployment Committee and the employer representatives on the Redeployment Committee. Such representatives may receive assistance, however, in respect of processing the grievance from their respective principals.
4. It is the intention of the parties that the Redeployment Committee will discuss and attempt to resolve disputes arising under Appendix "A" and will, accordingly, substitute the process herein for all steps in the grievance procedure under the collective agreement in respect of such disputes. It is the intention of the parties that grievances be initiated promptly if they cannot otherwise be resolved between the parties at the Redeployment Committee. Accordingly, the parties agree that:
  - a) any dispute arising within the Redeployment Committee which cannot otherwise be resolved may be referred to arbitration within eight (8) working days after the dispute becomes known or reasonably ought to have been known within the Committee;
  - b) the union representatives on the Redeployment Committee will consult, on an expedited basis, with employees within the affected bargaining unit with respect to the identification of directly-affected employees, the

## **HISTORICAL SECTION**

### **Family Medical Leave Q.43-Q.47**

- Q.43 An Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in Article Q.43.1 if the attending qualified physician issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- Q.43.1 Article Q.43 applies in respect of the following individuals:
1. the Employee's spouse;
  2. a parent, step-parent or foster parent of the Employee;
  3. a child, step-child or foster child of the Employee or the Employee's spouse;
  4. prescribed family members as may be permitted under the Employment Standards Act.
- Q.43.2 The Employee may begin the leave no earlier than the first day of the week in which the period referred to in Article Q.43 begins.
- Q.43.3 The Employee may not remain on a leave under Article Q.43 after the earlier of the following dates:
1. The last day of the week in which the family member dies;
  2. The last day of the week in which the period referred to in Article Q.43 ends.
- Q.43.4 Notwithstanding Article Q.43, if two (2) or more TDSB employees take leaves under Article Q.43 in respect of a particular individual, the total of the leaves taken by all employees shall not exceed eight (8) weeks during the twenty-six (26) week period referred to in Article Q.43.
- Q.43.5 An Employee may take a leave under this Article only in periods of entire weeks.
- Q.43.6 Employees who wish to take leave under Article Q.43 will advise the Employer in writing using the appropriate forms. The Employee will be required to include a copy of the certificate referred to in Article Q.43 with the form. If the Employee must begin the leave before advising the Employer, the Employee shall advise the Employer of the leave verbally and in writing using the appropriate forms as soon as possible after beginning the leave.

- Q.43.7 Upon the expiry of the Family Medical Leave, the Employee may request a leave of absence under Article Q.1 during the twenty-six (26) week period referred to in Article Q.43.
- Q.43.8 An Employee may apply for more than one Family Medical Leave in respect to the same family member.
- Q.43.9 In accordance with the Employment Standards Act or to a maximum of eight (8) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Family Medical Leave, provided that the Employee continues to pay his/her share of such benefits if applicable. On return from leave, the Employee will be placed in accordance with Article Q.41.
- Q.43.10 During Family Medical Leave:
- (i) Seniority will continue to accrue.
  - (ii) Service will continue to accrue for the purposes of vacation and sick leave entitlement and allotment.
- Q.43.11 Experience shall be accrued during Family Medical Leave for salary purposes and Employees shall be eligible for increments while on accrued Family Medical Leave.

#### **Family Medical Leave - Supplemental Employment Benefits (SEB) Plan - Eligibility**

- Q.44 An Employee on Seniority List A granted Family Medical Leave and who complies with the requirements of Appendix B-2 shall be compensated in accordance with Appendix B-2 for the two (2) week waiting period for Employment Insurance Benefits.
- Q.45 If an eligible Employee holds more than one position with the Employer, such Employee shall only be eligible to collect SEB payments on one position.
- Q.46 An Employee who has received benefits under the provisions of Appendix B-2 shall sign an agreement with the Employer indicating:
- Q.46.1 that the Employee will return to work (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Family Medical Leave (and any subsequent additional leave granted by the Employer under this Agreement); and
  - Q.46.2 that should the Employee not comply with Q.46.1 above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.

Q.47 No Supplemental Employment Benefits otherwise payable in accordance with Appendix B-2 shall be paid for any week that the Employee is not scheduled to work, save and except Christmas and Mid-Winter breaks.