

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**



**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**



**CUPE LOCAL 3166.01**

**(CUSTODIAL/MAINTENANCE)**

**SEPTEMBER 1, 2019 TO AUGUST 31, 2022**

**This collective agreement shall consist of three parts.**

**Part "A" consists of provisions respecting Central Issues.**

**Part "B" consists of provision respecting Local Issues, and certain Central Issues.**

**Part "C" consists of historical language.**



**THIS AGREEMENT ENTERED INTO AS OF**

**THE 1<sup>st</sup> DAY OF SEPTEMBER, 2019**

**BETWEEN**

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**

**HEREINAFTER CALLED THE BOARD**

**OF THE FIRST PART**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3166.01  
(CUSTODIAL/MAINTENANCE)**

**HEREINAFTER CALLED THE UNION**

**OF THE SECOND PART**



## Part A: Central Terms



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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%.

### **l) Sick Leave to Establish EI Maternity Benefits**

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

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

### **C7.1 Preamble**

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

### **C7.2 Membership**

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

### **C7.3 Co-Chair Selection**

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

### **C7.4 Meetings**

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

### **C7.5 Agenda and Minutes**

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

### **C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

## **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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



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

### **Negotiations Committee**

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX A**

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

## APPENDIX B

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

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

### **Other Retirement Gratuities**

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

## APPENDIX C - MEDICAL CERTIFICATE

### PART 1

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:  
**dd mm yyyy**

No limitations and/or restrictions

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

**For limitations and restrictions, please complete Part 2.**

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

**PART 2 – Physical and/or Cognitive Abilities**

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

**PHYSICAL (if applicable)**

**Walking:**

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

**Standing:**

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

**Sitting:**

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

**Lifting from floor to waist:**

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

<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  <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No  <hr/> <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> <b>(Please Print)</b>			
_____			
<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**

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

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

#### **STATUTORY/PUBLIC HOLIDAYS**

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

#### **WSIB TOP-UP**

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

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

**Common Central Provisions**

**Maternity Benefits/SEB Plan**

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

**SHORT-TERM PAID LEAVES**

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

### **SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD**

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

### **RE: Education Worker Protection Fund**

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

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



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

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

## APPENDIX D

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

### Notes:

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**RE: Professional Development**

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

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

## **LETTER OF UNDERSTANDING #6**

### **BETWEEN**

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

### **AND**

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

### **RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

## **LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

### **PREAMBLE:**

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

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

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

### **II. DELIVERABLES**

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

### **III. MEMBERSHIP**

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

**IV. CO-CHAIR SELECTION**

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

**V. OTHER**

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

## **LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

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



## **LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**RE: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

Michelle Flaherty  
Kathleen O'Neil  
Bram Herlich  
Graham Clarke

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives**

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

## **LETTER OF UNDERSTANDING #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Training**

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

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

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

Topics the training program will address are the following:

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

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

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

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

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

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

## **LETTER OF AGREEMENT #15**

### **BETWEEN**

**The Canadian Union of Public Employees**

**(Hereinafter “CUPE”)**

### **AND**

**The Council of Trustees’ Associations**

**(Hereinafter the “CTA/CAE”)**

**RE: Pilot Project on Expedited Mediation**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

#### **Expedited Arbitration**

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

This Letter of Agreement expires August 31, 2022.

## **Historical Appendix of Central Terms – For Reference Only**

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

### **LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

### **1.0.0 PRINCIPLES**

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

### **2.0.0 GOVERNANCE**

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

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

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

### **3.0.0 ELIGIBILITY and COVERAGE**

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

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

### **4.0.0 FUNDING**

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

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

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

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

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

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

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

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

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

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

#### **5.0.0 SHARED SERVICES**

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



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

## **6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES**

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

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

#### **7.0.0 ACCOUNTABILITY**

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

#### **8.0.0 TRANSITION COMMITTEE**

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

#### **9.0.0 PAYMENTS**

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

#### **10.0.0 ENROLMENT**

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

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

#### **11.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

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

#### **12.0.0 CLAIMS SUPPORT**

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

#### **13.0.0 PRIVACY**

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

## **Appendix A – HRIS File**

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

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

## **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 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 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).

## **Part B: Local Terms**



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## **PREAMBLE**

WHEREAS, it is the goal of the Halton Catholic District School Board to facilitate the optimum development of each child in accordance with each individual's potential and the requirements of society, both religious and secular, and

WHEREAS, the Halton Catholic District School Board, as representative of the parents, is entrusted with developing a school system of spiritual and academic growth and is committed to imitating the values of Jesus as exemplified in loving the Lord our God with all our heart, soul, mind and strength and loving our neighbour as ourselves, and

WHEREAS, the CUPE Local 3166.01 staff who are employed to assist in the Halton Catholic District School system, by virtue of their contractual commitment, will acknowledge and foster this commitment to Christ like values by word and action, and

WHEREAS, it is essential that the Halton Catholic District School Board and its CUPE Local 3166.01 staff maintain the harmonious relationship that exists between them; and

WHEREAS, it is the desire of the Halton Catholic District School Board, its CUPE Local 3166.01 staff and their agencies, associate bodies or representatives to agree upon any interpretation of this Collective Agreement,

IT IS the intent of the Halton Catholic District School Board and its Custodial staff to set forth those Articles of Agreement which specify this contractual relationship.

The Halton Catholic District School Board and CUPE Local 3166.01 are committed to improve student achievement reduce gaps in student outcomes and increase confidence in publicly funded education.

## **ARTICLE I - PURPOSE**

1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees, to make provisions herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this agreement which may arise from time to time, and the union acknowledges the Board's obligation to provide reliable and continuous service performed with skill and efficiency.

## **ARTICLE II - RECOGNITION**

2.01 The Board recognizes the Canadian Union of Public Employees, Local 3166.01 Custodial/Maintenance, as the bargaining agent of all employees of the Halton Catholic District School Board in the Regional Municipality of Halton, save and except supervisors, persons above the rank of supervisor, office staff, teaching staff, clerical staff, technical staff, and students employed not more than four (4) consecutive months per year.

The Union recognizes the negotiating committee of the Board as the official body to represent the Board and to negotiate on its behalf.

- 2.02 (i) Employees may be hired for a specific term not to exceed twelve (12) months to replace an employee who will be on approved leave of absence, due to W.S.I.B. disability, long periods of sick leave, or to perform a special non recurring task.
- (ii) The period of such employment shall not exceed the employee's leave or special task.
- (iii) The release or discharge of such persons shall not be subject to a grievance or arbitration hearing.
- (iv) The employer will outline to the employees selected to fill such temporary vacancies and the union the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (v) Temporary employees who are subsequently hired into a permanent position and who have not experienced a break in service and who have worked more than three (3) months will be required to serve a probationary period in accordance with Article VII of this Collective Agreement and will be entitled to be placed on the seniority list including their temporary service calculation upon permanent appointment.
- 2.03 Should a temporary vacancy occur in the classification of day and/or maintenance custodian due to a lengthy absence of an employee caused by illness or an approved leave of absence, this temporary vacancy will first be offered to the afternoon custodians in the school by order of seniority. Should no afternoon custodian in the school wish to accept the temporary position, a Board wide posting will be issued. The subsequent vacancy will be filled the same way until an afternoon custodian position is available, at which time a temporary employee will be hired.
- 2.04 No employee shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 2.05 In respect of employees covered by this agreement, the Board will not recognize, during the term of this agreement, any other bargaining agent.
- 2.06 Both the Board and the Union shall have the right to have the assistance of counsel and/or an adviser, and the Union shall have the right to have the assistance of a CUPE National Representative and/or CUPE Counsel when dealing with the Board at any step of the grievance procedure or when negotiating with the Board, or any other meeting consented to by the Board and to be attended by either elected representatives of the Board or the Executive Officer, Human Resources Services, or designate.

### **ARTICLE III - RELATIONSHIP**

- 3.01 The parties hereto mutually agree that any employee of the Board covered by this Agreement may become or refrain from becoming a member of the Union if the employee so desires.
- 3.02 The Board and the Union agree that there shall be no discrimination, restriction or coercion exercised or practiced by or against either party with respect to any employee by reason of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed,

disability, family status, marital status or any other prohibited ground under the Human Rights Code with respect to Employment or by reason of their activity or lack of activity in the Union.

- 3.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Executive Officer, Human Resources Services, or designated representatives.
- 3.04 The employer shall recognize a signed consent form from any member of this bargaining unit which allows the National Representative to have access to their personnel file in the presence of a designated Human Resource Services person and to get photocopies of any document in that file. Such photocopies will be provided within 48 hours for substantial requests.

Subject to a written request to the Executive Officer, Human Resources Services, and with permission of the immediate Supervisor and at a mutually agreed time, and in the presence of a designated Board Official, an employee may review the contents of the employee's personnel file during the Board's normal business hours.

- 3.05 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Executive Officer, Human Resources Services, or designate, and the President of the Union and upon request the CUPE National Representative whose requests shall not be unreasonably denied.

A copy of any correspondence between the employer, or designate, and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or designate.

## **ARTICLE IV - MANAGEMENT RIGHTS**

- 4.01 Except as specifically modified by this agreement, all rights and prerogatives which the Board had prior to the execution of this Agreement are retained by the Board and remain exclusively and without limitation within the rights of the Board. Without limiting the generality of the foregoing, the Board's rights shall include:

- (a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
- (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend, and retire employees; to select employees for positions excluded from the bargaining unit.
- (c) The right to determine the location and extent of its operations and their commencement, curtailment, or discontinuance; the direction of the working forces; the services to be furnished; the subcontracting of work subject to Article 7.11; the schedules of work; the number of shifts; the methods, processes and means of performing work; job content and qualifications; quality and quantity standards; the qualifications of employees; to use improved methods, machinery and equipment; overtime; to decide on the number of employees needed by the Board at any time; the number of hours to be worked; starting and quitting time; are solely and exclusively the right of the Board.
- (d) The sole and exclusive jurisdiction over all employees shall be vested in the Board.
- (e) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Board.

## **ARTICLE V - DEDUCTION OF UNION DUES**

- 5.01 The Board shall deduct from the employees pay an amount equivalent to the Union's regular monthly Union dues for each calendar month thereafter from their date of hire and the Board will remit same electronically to the Secretary-Treasurer of the National Office not later than the end of the month during which such deduction was made. Such deduction shall not apply to any levies, special assessments or initiation fees.
- 5.02 In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Executive Officer, Human Resources Services, in writing over the signature of the Secretary-Treasurer of the Union of the amount of deductions to be made by the Board

equivalent to the Union's regular monthly dues, and the Board shall have the right to continue to rely upon such written notification until it receives other written notification signed with the same formality.

- 5.03 The Union agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such check off deductions.

## **ARTICLE VI - UNION REPRESENTATION**

- 6.01 The Board will recognize as stewards not more than four (4) employees, provided such employees have acquired seniority under the terms of this Agreement and the Union shall notify the employer in writing of the names of such employees and any changes as they occur. The Board shall not be obliged to recognize any steward until it has been so notified in writing.

- 6.02 The Board agrees to recognize a Union Negotiating Committee composed of not more than four (4) full-time employees and one (1) additional member to the Negotiating Committee to represent the part-time employees.

Members of the Negotiating Committee shall have the privilege of attending meetings held to negotiate the renewal of this agreement held within regular working hours and will be compensated for time spent during such hours at regular straight time rate of pay, exclusive of all premiums, subject to the following:

In negotiations for the renewal of this Collective Agreement it shall apply to meetings held up to the time conciliation services are applied for. Thereafter payment of the Negotiating Committee shall not be the Board's responsibility.

- 6.03 The Board undertakes to secure from all members of its supervisory personnel their co-operation with the committee persons in the carrying out of the terms and requirements of this Agreement.
- 6.04 (a) The Union undertakes to secure from its officers, committee persons and members their co-operation with the Board and with all persons representing the Board in any supervisory capacity in the carrying out of the terms and requirements of this Agreement.

- (b) The Board 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.

The Board agrees to provide newly hired CUPE Local 3166.01 employees with a union prepared introductory brochure regarding CUPE Local 3166.01.

- (c) The Union President shall be copied on all offer of employment letters to new employees in the Bargaining Unit.

6.05 It is understood that the stewards and committee persons have their regular work to perform on behalf of the Board. If it is necessary for a steward or committee person to investigate a grievance during working hours, the steward or committee person shall not leave work without first obtaining the permission of a supervisor. If requested, he/she shall give a reasonable explanation why he/she deems such action is necessary and an estimate of the time he/she will be away from his/her regular work. When resuming regular work, the steward or committee person shall again report to the Supervisor. The preparation of grievance documentation shall not be carried out within regular working hours by the stewards, committee persons or the aggrieved employee.

6.06 The Union President and a steward shall have the privilege of attending designated grievance procedure meetings held within regular working hours. The steward will be compensated for time spent during such hours at regular straight time rate of pay, exclusive of all premiums, subject to the following:

1. It shall only apply to time spent processing grievances in Steps 1, 2 and 3 of Article IX, subject to Clause 6.05 and shall not apply to time spent attending an arbitration.
2. All time shall be devoted to the prompt handling of grievances.
3. The steward and griever concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
4. All time away from work shall be properly reported.

5. The Board reserves the right to limit such time, on reasonable notice being given, if it deems the time so taken to be excessive.
- 6.07 The Board agrees to forward to the Union copies of all Board resolutions and by-laws which, affect the members of the Union. Failure to do so, caused by oversight, shall not constitute a breach of this Agreement.
- 6.08 (a) Labour Management meetings will be scheduled not later than 3:00 P.M. and will be held at least 4 times per year. The Board will recognize a Labour Management Committee consisting of no more than four (4) Bargaining Unit members of CUPE Local 3166.01.
- (b) Discipline and Grievance meetings will be scheduled no later than 2:30 P.M. for day shift, and no later than 3:30 P.M. for afternoon shift, or at a mutually agreeable time.
- (c) Additional meetings may be scheduled by mutual agreement of the parties.

## **ARTICLE VII - SENIORITY**

- 7.01 (a) It is agreed that for the purpose of pro-rating seniority between employees working full time and employees working part time, the following will apply:
- Effective July 1, 1988, a part-time employee's seniority shall be equal to the number of hours of service with the Board since the date of hire as a part time custodian.
- (b) Seniority Lists
- i) Subject to Article 2.02(v), seniority is defined for the purposes of this Agreement as the length of service of any employee with the Board computed from a date three (3) months prior to the date such employee actually attains seniority as provided in Article 7.02 hereof.
- ii) The Board will maintain separate seniority lists for full and part-time employees showing the date on which each employee's seniority commenced.
- iii) An up to date seniority list shall be posted on the Board's Intranet on or before January 15th and July 15th of each year.



- iv) The seniority lists shall be open for amendments for thirty (30) days after their posting. After thirty (30) days, the seniority lists as amended, shall be deemed to be acceptable to the Unit.
  
- (c) The Board Human Resources Services will supply the Union President with a list of employees from whom deductions were made on a monthly basis. The Board will have no responsibility to collect past due Union dues.

Human Resources Services will furnish the Union President with:

- (i) a list of full time and part time seniority employees including location and hours of work by March 31st of each year;
- (ii) a list showing changes in the addresses of seniority employees by September 30th and June 1st;
- (iii) a list of new hires, within the month following the date of hire;
- (iv) a list showing the termination of seniority employees;
- (v) Job appointment letters;
- (vi) Retirement and resignation letters;
- (vii) Redundancy and bumping letters.

When changes occur to the above, with the exception of (i) and (iv) above, such changes will be sent to the President of Local 3166.01 Custodial/Maintenance on the last working day of the month. Notices of termination will be forwarded to the Union immediately.

- (d) Facility Management Services will furnish the Union President with:
  - (i) the overtime list on a monthly basis.

## 7.02 Probationary Employees

An employee will be considered on probation and will not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked for the Board for a period of three (3) months for full time employees, or for part time employees the equivalent of 520 hours, and shall then be entitled to be placed on the seniority list. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the

subject of a grievance. The Board may extend the probationary period of an employee for an additional three (3) months for full time employees, or for part time employees the equivalent of 520 hours, with the agreement of the Local Union Executive.

7.03 An employee loses all seniority with the Board and his/her employment shall terminate if he/she:

- (a) is discharged and not subsequently reinstated through the grievance or arbitration procedure;
- (b) resigns;
- (c) is absent from work for more than three (3) consecutive working days without notifying the Board within the period and without a satisfactory explanation upon return to work. This Article 7.03 (c) shall not be interpreted as permitting unauthorized absence of any duration;
- (d) is recalled from lay off and fails to return to work within seven (7) working days after the Board's notice of recall is sent by registered mail to the last address shown on the Board's records;
- (e) is absent from work without satisfactory explanation beyond the period of any leave of absence granted by the Board;
- (f) (i) if an employee with seniority of up to one (1) year is laid off for a continuous period of six (6) months, or a period equal to the employee's seniority, whichever is the greater;  
  
(ii) if an employee with seniority of more than one (1) year is laid off for a continuous period of twelve (12) months;
- (g) if the employee is absent from work due to illness for more than two (2) years. Before the Board removes an employee from the seniority list under the provisions of this clause (g), the Board will review the individual case.

It shall be the duty of the employee to notify the Board promptly, in writing of any change of address. If an employee should fail to do this, the Board will not be

responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or courier to the address of the employee, which appears on the Board's payroll records, shall be conclusively deemed to have been received by the employee.

- 7.04 Promotions, permanent transfers, lay-offs and recalls after lay-offs within the bargaining unit shall be determined on the basis of seniority provided the senior employee(s) has the requisite skills, ability and experience to perform all duties and responsibilities of the position in an efficient and acceptable manner.
- 7.05 (a) A "lay off" shall be defined as a separation from or cessation of work.
- (b) "Promotion" shall be defined as a permanent transfer to a job carrying a higher rate of pay.
- (c) "Permanent transfer" shall be a permanent transfer to a job carrying the same rate of pay.
- 7.06 (a) Layoffs and Recalls
- i) Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay off, employees shall be laid off in the reverse order of their seniority and in accordance with Article 7.06(b).
- ii) Employees shall be recalled in the order of their seniority provided they are qualified to do the work.
- iii) In the event that two or more employees have equal seniority, bumping and/or lay off will be determined by the Employer by lot.
- (b) i) Recognizing the principles of Article 7.06(a), the parties agree that an employee about to be laid off may displace any employee with less seniority as defined below provided that the employee exercising his/her right has the requisite skill, ability and experience to perform all the duties and responsibilities of the position in an efficient and acceptable manner.
- ii) Part time custodians may only displace part time employees with less seniority in the same or lower classification.

- iii) Elementary Day Custodian A, Elementary Day Maintenance Custodian B, Floater Custodians, Secondary Maintenance Custodians, and Afternoon Custodians may displace any employee with less seniority in any classification within the bargaining unit save and except skilled trade providing they have taken the Maintenance Custodian Board approved training modules.
  - iv) When an employee exercises his/her lay off privilege, he/she shall not be entitled to a further privilege should he/she find his/her new job unacceptable.
  - v) Any employee who is displaced by a senior employee shall also have the same privilege of displacing until the most junior employee has no one to displace, then the junior employee shall be laid off in accordance with Article 7.07.
- 7.07 (i) An employee receiving notice of lay off must indicate in writing to the Executive Officer, Human Resources Services, within five (5) working days of receiving written notification that his/her position has been declared surplus, that he/she wishes to displace or accept the lay off.
- (ii) If written notification is not received in the time period referred to above, he/she shall be deemed to have opted to be laid off.
- 7.08 No new employee will be hired until those laid off have been given an opportunity for re-employment provided they are qualified to do the work available.
- 7.09 The Board shall notify employees who are to be laid off, fifteen (15) working days before the lay off is to be effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of lay off, he/she shall be paid in lieu of work for the part of the fifteen (15) days during which work was not available.
- 7.10 Grievance concerning lay offs due to a reduction in the work force shall be initiated at Step 3 of the Grievance Procedure.
- 7.11 Restrictions on Contracting Out
- No seniority employee in the bargaining unit will be laid off or demoted as a result of the Board contracting out work or services being performed by employees in the

bargaining unit. "Demoted" shall be deemed to mean transferred to a job carrying a lower basic rate of pay.

- 7.12 An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to layoff should it become vacant within a period not to exceed six (6) months from the effective date of recall
- 7.13 The Board shall notify the employee of a recall opportunity by registered mail addressed to the last address on record with the Board. Notification will be copied to the Union. The notification shall state the job to which the employee is being recalled and the date and time at which the employee shall report to work.
- 7.14 Employees on layoff shall be given preference for temporary vacancies, which the Board expects to exceed ten (10) working days. An employee who has been recalled to such vacancy shall not be required to accept such recall and may instead remain on layoff.
- 7.15 The parties agree to meet as far in advance as possible of any staff adjustments and no later than two weeks after layoff notice or reduction is given to the Union. At the time the parties will meet to discuss a process to explore all reasonable options to layoffs or reductions such as attrition, voluntary leaves of absence, retraining and voluntary exit plans.

## **ARTICLE VIII - JOB VACANCIES**

- 8.01 (a) (i) The Board agrees to post all permanent job vacancies for five (5) working days on the Board's Intranet. Thereafter, the Board will consider any applications from qualified candidates. The employer agrees that during the months of July and August, job vacancies will be posted for eleven (11) working days on the Board's Intranet.
- (ii) The job posting will show the group to which the school belongs, the rate of pay, the square footage of the school and the school location.
- (iii) The successful applicant will be notified within fifteen (15) working days following the closing date of the posting. If the new employee is not placed in

the new position within fifteen (15) working days, the employee will be paid the new rate on the sixteenth (16th) working day.

- (iv) The Board reserves the right to fill the vacancy for a period of sixty (60) days as it sees fit.
- (v) For job postings only, part time employees may apply to full time vacancies and will have their seniority recognized as per the current seniority list.

8.02 An employee who has successfully applied under Article 8.01, shall not be entitled to apply for any posted job vacancy at the same position level for one (1) year from the date of commencement of the new position.

An employee shall be permitted to apply for a promotion even though less than one (1) year has elapsed since the date of the last successful application. "Promotion" shall be interpreted in accordance with the definition contained in Article 7.05 (b) hereof.

The parties agree that nothing contained in article 8.02 shall bar any employee from applying for positions which become available between June 30th and September 1st of each year.

- 8.03(a) (i) If during the first five (5) working days, the successful applicant is not satisfactory to the Board, the employee shall be returned to the former position without loss of seniority and any other employee transferred because of such return shall also be returned to the former position without loss of seniority.
- (ii) An employee who is returned to the former position as a result of being unsatisfactory in the new position shall not be eligible to make application for any position for a period of twelve (12) months from the date upon which the employee is returned to the former position.
- (iii) During the first five (5) working days should the employee wish to return to his/her former position, he/she may do so without loss of seniority. Any other employee transferred because of an employee exercising this right shall also be returned to his/her former position.

8.04 A part time employee transferring to full time employment in the bargaining unit shall have the option to return to part-time employment during the first five (5) working days of full time employment.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

9.01 "Grievance" shall mean a complaint or claim concerning the alleged violation of the provisions of this Agreement.

9.02 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to address the employee's complaint. The employee's immediate supervisor shall give the employee a reply within two (2) working days. An employee may elect to have a steward present.

9.03 No grievance shall be considered which was not presented within ten (10) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned.

9.04 The original copy of a grievance to be considered in the grievance procedure will be submitted to Human Resources Services where each grievance shall, upon being received, be processed in accordance with the steps outlined in this article. Grievances shall be addressed and settled as follows:

### **STEP 1**

i) If an employee has a grievance, the employee shall first and immediately within the ten (10) working days referred to in 9.03 submit the grievance in writing in accordance with Article 9.04 above. If the employee wishes, assistance of the steward may be requested.

ii) The Superintendent, Facility Management Services shall, whenever practicably possible, give an immediate answer on the grievance to the employee, but in no event shall the answer be delayed beyond seven (7) working days.

- iii) The next step of the grievance procedure may be taken within seven (7) working days of the Superintendent, Facility Management Services giving a written decision, but not thereafter.

## STEP 2

- i) The written grievance shall, within seven (7) working days of the Superintendent, Facility Management Services giving a written decision, be submitted to the Executive Officer, Human Resources Services, or designate.
- ii) The Executive Officer, Human Resources Services or designate shall then meet with the steward and grievor within seven (7) working days after the written grievance is so submitted to the Executive Officer, Human Resources Services, or designate for the purpose of endeavoring to settle the grievance.
- iii) The Executive Officer, Human Resources Services, or designate shall then give an answer in writing within seven (7) working days following the meeting.

## STEP 3

- i) If the grievance is not settled up to this point, the Grievance Committee shall, within seven (7) working days after the decision of the Executive Officer, Human Resources Services, under Step 2, refer the written grievance to the Director of Education or designate.
- ii) The Director of Education or designate shall then investigate the grievance and shall meet with the Union Representatives as soon as possible but not later than two (2) weeks thereafter to attempt to settle the grievance. The union shall be entitled to the Unit local National Representative, the Union President, a steward and the grievor at this meeting.
- iii) At such meeting, the Board or the Union may have such additional representatives present as each party desires, and the grievor or employee(s) concerned may be required to be present at the request of either party.



- iv) The Director of Education shall render a decision in writing to the Union within seven (7) working days of the holding of this meeting.
- v) The Union will respond within 10 working days from the Director of Education or designates decision at Step 3 above.

#### STEP 4

If final settlement of the grievance is not completed at Step 3 above, it may be referred by either party to a Board of Arbitration as hereinafter provided, within ten (10) days from the Director of Education's or designate's decision at Step 3 above. The party referring the grievance to arbitration shall be restricted to the issues contained in the written grievance.

- 9.05 Prior to arbitration, by mutual consent, the parties may refer the matter to mediation for an attempt at resolution. Any agreed resolution through mediation would be binding on the parties.

Each of the parties shall jointly share the fees and expenses of the Mediator.

- 9.06 The written grievance shall be signed by the grievor and an officer of the Local and shall contain a summary of all issues in dispute and of the remedy requested by the grievor.
- 9.07 In the case of a Union policy grievance or Board grievance, such grievance may be submitted to the Executive Officer, Human Resources Services, or the Union, as the case may be, in writing within seven (7) working days of the circumstances giving rise to the grievance and shall commence with Step 2 under the grievance procedure; however, it is expressly understood that the provisions of this paragraph may not be used by the union to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.
- 9.08 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.

9.09 In the event of any alleged violation of the "No Strike or Lockout" article hereof, the aggrieved party may cause the matter to be submitted to special arbitration and a special arbitrator may be appointed and shall hold a hearing immediately or within twenty-four (24) hours of being appointed. If the parties are unable to immediately agree upon an arbitrator who is available to hold a hearing immediately or within twenty-four (24) hours, the grievor may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

9.10 (i) Failure to put a grievance in writing in Step 1 in accordance with the requirements of Article 9.06 hereof, shall be deemed a complete waiver and abandonment of the grievance by the grievor.

(ii) Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits as prescribed above shall be considered settled on the basis of the Board's last reply.

(iii) If the respondent to a grievance does not comply with the time limits set out for meetings and/or replies to a grievance, the party having carriage of the grievance shall process the grievance to the next step within the time required after expiration of the time for the respondent to hold a meeting or give a reply, as the case may be.

(iv) Time limits may be extended only where the parties specifically do so in writing.

9.11 (i) A decision reached at any stage of the grievance procedure above outlined shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to re-opening by any party except by mutual agreement.

If the grievance is settled at Steps 1, 2, or 3 of the grievance procedure both the Board's and Union's representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the settlement was.

(ii) In addition, the aggrieved employee shall sign the settlement as so endorsed on the written grievance, acknowledging that the employee has read and understands the same and is bound thereby.

## **ARTICLE X - ARBITRATION**

- 10.01 (a) Either of the parties may, after exhausting the appropriate grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain either the name of the first party's appointee to a Board of Arbitration or the name of a single arbitrator. The recipient of the notice shall within five (5) days advise the other party either of the name of its appointee to the Board of Arbitration or the name of a single arbitrator.
- (b) The appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chair within the time limit, then the Minister of Labour for the Province of Ontario shall be requested to appoint a qualified person to be chair.
- (c) A single arbitrator will only be appointed by the mutual agreement of both parties.
- 10.02 The Board of Arbitration or a single arbitrator shall hear and determine the matter and shall issue a decision, this decision shall be final and binding upon the parties, and upon any employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration, but if there is no majority decision the decision of the chair shall govern.
- 10.03 The Board of Arbitration or a single arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step.
- 10.04 Each of the parties of this agreement shall bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly bear, share and share alike, the expenses of the chair of the Board of Arbitration or the single arbitrator as the case may be.
- 10.05 No matter may be submitted to arbitration which has not properly been carried through all previous steps of the grievance procedure. The provisions of this clause shall not be considered waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties.

## **ARTICLE XI - DISCHARGE OR DISCIPLINE CAUSES**

- 11.01 (i) A claim by a seniority employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Officer, Human Resources Services, within three (3) working days after the discharge.
- (ii) Such special grievance shall be dealt with at Step 2 and the balance of the grievance procedure. Such three (3) working days' time limit shall be extended only where it is physically impossible for the employee to comply, for example, where the employee is confined to jail or hospital. In no event shall such extension exceed seven (7) working days, i.e. a total of ten (10) working days from date of discharge.
- 11.02 Should the parties agree or should the Board of Arbitration determine that an employee has been unjustly disciplined or discharged such employee shall be reinstated in the former position, without loss of seniority, and shall be compensated for all regular straight time wages lost including Board's contributions on behalf of the employee to O.H.I.P., Group Life, Extended Health Plan and Dental Plan provided the employee pays premiums for the interim period less any monies which the employee earned or could reasonably have earned, in the interim, or by any other decision which is just and equitable in the circumstances.
- 11.03 (i) An employee receiving written discipline shall have the right to union representation when such discipline is given. When the Board intends to establish a meeting to give written discipline it shall so inform the employee in advance.
- (ii) Such notice of discipline will be given to the employee within ten (10) working days of the discovery of the occurrence-giving rise to the action.
- (iii) A copy of such notice will be sent to the Union President.
- (iv) Effective May 1, 2003 such written discipline shall not remain on the employee's file after two (2) years provided, however, there is no re-occurrence of a similar incident during this period.
- (v) An employee receiving a verbal discipline may elect to have a steward present.

- (vi) No employee shall be disciplined outside of their scheduled hours of work except in extenuating circumstances in which the local's President shall be advised prior to the employee receiving the discipline.

## **ARTICLE XII - NO STRIKES OR LOCKOUTS**

12.01 The Union undertakes and agrees that, while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production against the Board which shall in any way affect the operation of the Board, nor shall there be any sympathy strikes or secondary boycotts, and the Board agrees that it will not engage in any lockout during the term of this Agreement.

## **ARTICLE XIII - MISCELLANEOUS LEAVES OF ABSENCE**

13.01 An employee may be granted a leave of absence without pay if a completed application therefore is approved by the Executive Officer, Human Resources Services, and is sent to the Human Resources Services, where possible, at least fifteen (15) days prior to the requested leave. Such request must show good and sufficient reason and shall contain:

- 1) the reason for the proposed absence such as education purposes;
- 2) the commencement date of the proposed leave of absence;
- 3) the length of the proposed leave of absence including date of return;

(a) Leaves granted shall be in writing covering a specific period of time.

(b) The Executive Officer, Human Resources Services, agrees to give consideration in a fair and reasonable manner to an extenuating circumstance related to the overstaying of a leave of absence.

(c) Seniority will be maintained but not continue to accrue if the unpaid leave exceeds six (6) months.

### 13.02 Union Leaves

(i) The Board will grant the President of CUPE Local 3166.01 a full time leave to perform the duties of the Union without loss of wages, benefits or seniority as soon as an available, qualified, replacement has been secured. The Board will also grant the following leaves, without loss of wages, benefits or seniority, for CUPE Local 3166.01 Executive to perform the duties of the Union:

- Vice-President – up to one (1) complete day per week
- Secretary Treasurer – up to one (1) complete day per month
- Recording Secretary – up to one (1) complete day per month

The Board will grant a Union Representative the use of any of these days if requested by the Union President to use without loss of wages, benefits or seniority. Such leaves must be taken in either half day or full day increments.

The Union will provide the Board with a written notice prior to September 1<sup>st</sup> of each year, indicating the day(s) to be taken for the year ending August 31<sup>st</sup>, subject to change with at least one (1) week written notice, so that replacement of staff can be arranged. The Union will reimburse the Board the full cost of wages and benefits for such release time.

(ii) The Board agrees to provide a leave of absence, without loss of seniority, benefits, or pay, each year to no more than three (3) seniority employees at any one time (not more than one (1) of whom shall be from the same school) and all such leaves shall not total more than sixty (60) working day per year (July 1 to June 30) or no more than fifteen (15) working days total for any individual. Such leave will be confined to representing the Union at Union conventions, conferences, leadership meetings and education. The Union agrees to provide at least one (1) week written notice of any leave to the Executive Officer, Human Resources Services with a copy to the Senior Manager, Facility Management Services. The Union will reimburse the Board for the total cost of wages and benefits paid to the employee.

(iii) During the year of contract negotiations, the Board shall grant each member of the Union Negotiating Team two (2) days leave per member to prepare for bargaining and one (1) day to proofread the collective agreement at the conclusion of negotiations, with at least two (2) days written notice to the Executive Officer, Human Resources Services, with a copy to the Senior Manager, Facility

Management Services. The Local shall reimburse the Board for the wages and benefits for such leave.

13.03 **Education / Examination Leave**

When an employee is required to be absent for the purpose of writing a final university, college trade or professional examination, the employee shall be granted time for this purpose without loss of pay, seniority, benefits, or a deduction from sick leave credit provided the absence has been approved by the Executive Officer, Human Resources Services.

An employee is to submit a request for leave under this clause in writing to the Executive Officer, Human Resources Services, at least one week prior to the writing of the examination, and the request will include a statement of the time for the examination or notice thereof. The Executive Officer, Human Resources Services, will reply in writing. Failure to meet this time requirement will result in leave-taking with pay deduction.

13.04 The following absences may be allowed without sick leave deduction:

(a) **Bereavement Leave**

An employee who is required to be absent because of the death of a member of the employee's immediate family\*, will be granted up to four (4) consecutive working days without loss of pay or deduction from sick leave credit. For extenuating circumstance, application for extension of leave with pay is to be made to the Executive Officer, Human Resources Services.

\*Definition of "immediate family" : Mother, father, legal guardian, brother, sister, husband, wife, son, daughter, mother-in-law, father-in law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, legal ward, aunt, uncle, niece, nephew, step-son, step-daughter, step-sister, step-brother, step-mother, and step-father.

All time off granted for bereavement in 13.04 (a) must be taken at the time of occurrence of the death and such time off cannot be compounded with other benefits.

**(b) Jury Duty, Subpoena & Quarantine**

- i) When an employee is required to be absent because of jury duty, or as a witness in any court to which the employee has been summoned in any proceedings to which the employee is not a party or one of the persons charged, the employee shall be subject to neither loss of salary nor deduction from sick leave credit, provided that the employee pays to the Board any fees, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.
- ii) When an employee is quarantined or otherwise prevented from attending to duties because of exposure to a communicable disease, as determined by the Medical Officer of Health, the employee shall be subject to neither loss of pay nor deduction from sick leave credits.

**(c) Workplace Safety and Insurance Board**

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated October 6, 2019 please see the Letter of Understanding #2 in the Central Terms.

- (d) An employee holding public office may be granted, as determined in consultation with the Executive Officer, Human Resource Services, relief from duty without pay and seniority during the employee's term of office.

Upon return from leave, the employee's seniority will be restored to the level at which they left. The employee will be placed in a vacant position to which they are qualified.

Notwithstanding article 2.02, the Board shall hire a temporary employee for the duration of the leave of absence.

**13.05 Pregnancy, Parental and Adoption Leaves**

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated October 6, 2019 please see the Letter of Understanding #2 in the Central Terms.

Leave of absence for such reasons shall be granted as per the Employment Standards Act as amended from time to time without loss of seniority or benefits.



13.06 At termination of such leave period, the onus shall be on the employee to report, in writing, as per the Employment Standards Act, to the supervisor, readiness and medical fitness to resume duties. While on such leave, the employee's position will be filled temporarily, where necessary and upon his/her return from leave, he/she will return to his/her original position or one of equal category in the municipality.

**13.07 Compassionate Leave**

An employee may be granted up to two (2) days per calendar year compassionate leave with pay and without loss of seniority if the request shows good and sufficient reason. Such request must be in writing, show the reason, commencement date and length of the proposed absence.

A leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention and is subject to the approval of the Executive Officer, Human Resources Services, or designate.

13.08 In cases of unauthorized absence due to inclement weather, the Executive Officer, Human Resources Services, considering the circumstances, will make the decision on whether or not a pay deduction will be made.

**13.09 Paternity Leave**

A Paternity Leave of two (2) days, without loss of pay or deduction from sick leave credits, will be granted to an employee in conjunction with the birth of the employee's child on a regular work day. Paternity leave is defined as:

one day's leave on the day of delivery;  
one day's leave on the day the mother is released from hospital.

**13.10 Emergency leave**

Any member of CUPE Local 3166.01 (Facilities) may apply for an emergency leave, without pay, in accordance with the Employment Standards Act. Written application to the Executive Officer, Human Resources Services shall be made in advance whenever possible.

**13.11 Union Office**

Upon receiving one month's written notice to the Executive Officer, HRS or designate, any permanent employee who is elected or selected for a full-time position with the Union (CUPE), or anybody with whom the Union is affiliated, shall be granted leave of absence without pay or benefits by the Board, for a period up to one (1) year. The Board may renew

such leave on a yearly basis. During the leave, seniority will be maintained but not accrued. On return from leave, the employee will be placed in their previous position, or if the previous position does not exist the procedure found in Article 7.06(b) as applicable will be followed.

## **ARTICLE XIV - SICK LEAVE, RETIREMENT AND DEATH BENEFIT PLAN**

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated October 6, 2019 please see C6.00 Sick Leave in the Central Terms.

### **14.01(a) Sick Leave**

#### **1) Administration of the Plan.**

Subject to the final authority of the Board, the administration of the Plan shall be vested in the Executive Officer, Human Resources Services. The Executive Officer, Human Resources Services, shall keep a record of the sick leave days for each employee and shall provide a statement to each employee annually.

#### **2) Final Authority.**

In case of dispute with respect to sick leave days, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.

#### **3) Reporting and Certification of Absences**

- a) All absences must be reported through the Board's automated absence reporting system and a courtesy call to the employee's Supervisor immediately.
- b) Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the Supervisor unless the Executive Officer, Human Resources Services asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner.

#### **4) Absence Chargeable to Sick Leave**

Deductions shall be made from an employee's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to the employee for absence beyond the employee's sick leave days.

**(b) Payment of Death**

In the case of the death of a full time employee in service, 100 per cent (100%) of the employee's accumulated sick leave as of August 31, 2012 shall be paid to the employees estate. The amount paid shall be at the value of the sick leave benefits on August 31, 2012.

**ARTICLE XV - HEALTH AND SAFETY**

15.01 The Board shall recognize and deal with Health and Safety matters through the site based Health and Safety Committee, in accordance with the Occupational Health and Safety Act.

**ARTICLE XVI - VACATIONS**

16.01 (a)(i) Vacation entitlement shall be calculated and taken on a yearly basis. Vacation with pay shall be granted to full-time employees of the Board in accordance with the following:

1 year's seniority, as at employee's anniversary date - 2 weeks vacation with pay.  
3 year's seniority, as at employee's anniversary date - 3 weeks vacation with pay.  
9 year's seniority, as at employee's anniversary date - 4 weeks vacation with pay.  
16 year's seniority, as at employee's anniversary date - 5 weeks vacation with pay.  
25 year's seniority, as at employee's anniversary date - 6 weeks vacation with pay.

(ii) Part-time employees, who are in the employ of the Board who have been part-time employees of the Board for five (5) years shall be entitled to six per cent (6%) of their regular wages earned as vacation allowance as per the Employment Standards Act.

(iii) Part-time employees, who are in the employ of the Board and who have been part-time employees of the Board for twelve (12) years shall be entitled to eight per cent (8%) of their regular wages earned as vacation allowance as per the Employment Standards Act.

- (iv) All other part-time employees, who have less than five (5) year's service with the Board will be entitled to vacation allowance as outlined in the Employment Standards Act.
  - (b) Any full-time employee, not having a year of service prior to the commencement of the vacation period, shall be allowed a vacation at the rate of one (1) working day for each completed month of service up to a maximum of ten (10) working days' vacation.
- 16.02 It is understood that full time employees will not be deducted vacation on any statutory or declared holiday.
- 16.03 (i) The time at which vacations for any employee shall be taken shall be prescribed by the employer in consideration of work conditions. Such request shall not be unreasonably denied.
- (ii) Seniority shall be the governing factor.
- (iii) Vacation entitlement shall be taken at any time in the calendar year and the employee may apply to receive his/her vacation in a broken or unbroken period subject to approval by the employer.
- (iv) All employees shall give notice of their vacation intentions by the following dates:
- November 15 for vacation during the period of January 1 to April 30
  - March 31 for vacation during the period of May 1 to Dec. 31
- 16.04 Notwithstanding 16.01 to 16.03 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury and such illness or injury is compensable by Worker's Compensation, the vacation of the affected full time employee will be rescheduled subject to the work requirements of the supervisor. The Executive Officer, Human Resources Services, reserves the right to request proof of illness or injury.
- 16.05 Two (2) additional floater holiday days are added to the entitlement of seniority employees. These additional days are to be taken during the Christmas Break.

The Board agrees to continue its practice of allowing members of Local 3166.01 Custodial/Maintenance to work make-up days, at straight time, so that they may have time off between Christmas and New Year's.

An employee shall choose to have time off between Christmas and New Year's by selecting one or a combination of the following options:

- (a) Make up time in the form of make-up days
- (b) Without pay
- (c) Vacation
- (d) Lieu time

## **ARTICLE XVII - PAID HOLIDAYS**

17.01 The following holidays shall be recognized and paid for by the Board at the regular rate:

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

17.02 An employee will be entitled to holiday pay only if the employee works the last scheduled working day before and the first scheduled working day after a holiday and works on such holiday if the employee is scheduled to work. Provided, however, that an employee will not lose holiday pay if the employee is absent from work on such day and such absence is excused by the Executive Officer, Human Resources Services.

## **ARTICLE XVIII - EMPLOYEE WELFARE BENEFITS**

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated October 6, 2019 please see C5.00 Benefits in the Central terms.

## **ARTICLE XIX - HOURS OF WORK**

19.01 It is expressly understood and agreed that the provisions of this Article XIX shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.

19.02 The regular work day for full-time employees is eight (8) hours per day and the regular work week is forty (40) hours per week. It is understood that day shift employees are entitled to take an uninterrupted lunch from 11:00 am to 12 noon and will not be required to perform work during this lunch break.

It is understood that afternoon shift employees are entitled to take an uninterrupted lunch from 7:30 p.m. to 8:00 p.m. and will not be required to perform work during this lunch break.

19.03 All full-time employees are permitted a fifteen (15) minute break period at approximately the midpoint of each half shift.

All part-time employees working a regular shift of four (4) consecutive hours or more are permitted a fifteen (15) minute break at approximately the mid-point of the shift.

19.04 Employees shall be paid a shift premium differential for each hour worked after 3:30 p.m.

19.05 With respect to portable classroom cleaning only, the most senior full time custodian will be assigned to work inside the main building for the security and safety of Board property, subject to exceptional circumstances.

19.06 Part time custodians are to be offered summer work before students or temporary hires.

## **ARTICLE XX - OVERTIME**

- 20.01 (a) Overtime at the rate of time and one-half ( 1 1/2) the employee's regular straight time rate of pay will be paid for work performed in excess of eight (8) hours per day or forty (40) hours per week, or for work performed on Saturdays. Overtime at the rate of time and one-half (1 1/2) of the employee's regular straight time rate of pay will be paid when a part-time employee is required to work beyond the regularly scheduled shift to cover for an absent employee or for any other reason determined by the Executive Officer, Human Resources Services.
- (b) Approved overtime at the rate of two times (2X) the employee's regular rate of pay will be paid for work performed on Sundays and on the holidays referred to in Article 17.01 hereof. On such holidays, the aforesaid payment shall be in addition to the holiday pay for those employees who qualify pursuant to Article 17.02 hereof.
- (c) The foregoing {i.e. 20.01(a) and 20.01(b)} shall not apply to Saturdays and Sundays where a regular shift has been scheduled. Where Sundays are included in a regularly scheduled shift, there shall be a premium of twenty-five cents (\$0.25) per hour for each hour worked on such Sundays.

### **20.02 Call In**

When an employee is called in from home to report for work for two (2) hours or more prior to the next scheduled starting time, the employee shall receive a minimum of two (2) hours work or pay in lieu thereof at the appropriate overtime rate. These call ins shall include, but not be limited to Security Checks and Electronic Signal Call Outs if required. During school vacation periods this provision shall not apply to employees whose shifts are altered.

20.03 In no case will there be a compounding or pyramiding of overtime or other premium compensation.

### **20.04 Weekend Overtime**

The Board agrees to share available weekend overtime equitably among those employees within a particular school, in order of seniority on a rotating basis. If no one expresses an interest in the overtime work, it will be offered to employees on the

Overtime List. The Board will establish an Overtime List on an annual basis, in order of seniority, to be used for available overtime on a rotating basis.

- 20.05 Overtime worked can be paid at the option of the employee, either at the proper overtime rate of pay or it can be accumulated as lieu time, but not a combination of both. Lieu time can only be taken with Board approval which is subject to efficient and effective operational requirements of the Board. Employees are only entitled to accumulate a maximum of 40 hours lieu time from April 1 to March 31 of each year.

All accumulated lieu time shall be taken either during the Christmas Break or the March Break or a date otherwise approved by management.

All accumulated lieu time must be used by March 31st of each year and any unused lieu time as of that date shall be paid out to each employee at the appropriate rate of pay.

- 20.06 The Board agrees to share available weekday overtime equitably among those employees within a particular school, in order of seniority on a rotating basis. If no one expresses an interest in the overtime work, it will be offered to employees on the Overtime List. The Board will establish an Overtime List on an annual basis, in order of seniority, to be used for available overtime on a rotating basis.

## **ARTICLE XXI - TRANSFERS**

- 21.01 With the exception of an employee designated as a relief, an employee who is temporarily transferred to a different job classification within the bargaining unit for more than one-half (1/2) a working day shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Board and if the rate of pay in the classification to which the employee is transferred is less than the employee's rate of pay, the employee shall receive the regular rate of pay.
- (b) If the transfer is for the convenience of the employee or to enable the employee to avoid lay-off, and if the rate of pay in the classification to which the employee is transferred is less than the employee's regular rate of pay, the employee shall receive such lesser rate.



(c) If the rate of pay in the classification to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive such higher rate of pay.

21.02 When an employee in the bargaining unit is subject to reassignment for the convenience of the Board due to school vacation cleaning, the reassignment will be done by reverse order of seniority.

21.03 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, that employee shall retain seniority accumulated up to the date they leave the unit, but will not accumulate any further seniority.

Such employee shall have the right to return to a position in the bargaining unit during a trial period, which shall be a maximum of three (3) months. If an employee returns to the bargaining unit, that employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

The Board and the Union agree to return an employee to the same position without loss of seniority where an employee fills a temporary position outside of the bargaining unit (ie. pregnancy leave) for a period of up to two (2) years.

## **ARTICLE XXII - UNIFORMS**

22.01 (a) All full-time employees shall be supplied with two (2) shirts, and two (2) pairs of pants on a yearly basis, and one (1) winter hat, one (1) summer hat as required but no more than on a yearly basis. One Spring/Fall jacket will also be supplied and replaced on an as needed basis.

All maintenance employees shall receive two (2) pairs of coveralls which will be replaced on an as needed basis.

All part time custodians will be supplied with two (2) smocks or two (2) shirts and two (2) pairs of pants on a yearly basis and one (1) winter hat, one (1) summer hat as required but no more than on a yearly basis.

All full-time and part-time employees shall be dressed neatly in the above supplied uniform clothing when on duty and are responsible for any expenditure over and above the annual uniform replacement allowance required to maintain this clothing.

Summer and winter hats are for outdoor use only and shall not be worn inside Board facilities.

- (b) All full-time employees who request in writing shall be supplied with two (2) pairs of uniform shorts every other year. Uniform shorts may be worn from July 1st to the Labour Day weekend each year.
- (c) All full-time employees shall be supplied with one (1) winter parka. In the event a replacement is required, said replacement will be at the discretion of the Superintendent, Facility Management Services or his designate.
- (d) A committee shall be established by the Board to review the current uniform worn by the caretaking and maintenance staff. There shall be equal representation from CUPE, Local 3166.01 Custodial/Maintenance and the Board. This committee will report its recommendations to the Superintendent, Facilities Services.

22.02 The Board will pay the following for a pair of safety footwear when required by legislation or approved by the Superintendent, Facility Management Services.

As at September 1, 2020	\$160.00
As at September 1, 2021	\$175.00

The employer agrees to designate four locations where safety footwear may be purchased with at least one location in each of the following: Burlington, Oakville, Milton, and Halton Hills.

## ARTICLE XXIII WAGE SCHEDULE

23.01

	Aug 31/19	Sep 1/ 19	Sep 1/20	Sep 1/21
Start Rate	\$ 20.87	\$ 21.08	\$ 21.29	\$ 21.51
12 month Rate	\$ 22.02	\$ 22.24	\$ 22.46	\$ 22.69
Van Driver	\$ 23.04	\$ 23.27	\$ 23.50	\$ 23.74
Floater Custodian (12 month rate)	\$ 23.04	\$ 23.27	\$ 23.50	\$ 23.74
Elem Day Custodian A (under 50,000 sq. ft)	\$ 23.04	\$ 23.27	\$ 23.50	\$ 23.74
Elem Day Maintenance Custodian B (50,000+)	\$ 23.85	\$ 24.09	\$ 24.33	\$ 24.57
Secondary Maintenance Custodian	\$ 24.09	\$ 24.33	\$ 24.57	\$ 24.82
Each additional 25,000 sq. feet above 75,000 sq. ft	\$ 0.29	\$ 0.29	\$ 0.30	\$ 0.30
Afternoon Custodian	\$ 22.02	\$ 22.24	\$ 22.46	\$ 22.69
Lead Hand - Secondary	\$ 0.33	\$ 0.33	\$ 0.34	\$ 0.34
<b>Skilled Trades</b>				
Group 1	\$ 28.12	\$ 28.40	\$ 28.68	\$ 28.97
Group 2	\$ 26.61	\$ 26.87	\$ 27.14	\$ 27.41
Group 3	\$ 21.82	\$ 22.04	\$ 22.26	\$ 22.48
Part time Custodian	\$ 22.02	\$ 22.24	\$ 22.46	\$ 22.69
Shift Premium	\$ 0.67	\$ 0.68	\$ 0.68	\$ 0.69

23.02 Mileage for employees shall be in accordance with Board established rates and subject to the approval of the Superintendent, Facility Management Services.

23.03 It is agreed that the wage rate paid for floater custodians is higher than other custodians in recognition of the possibility of having to work other than regular day shift and inconvenience of moving from one location to another. It is agreed that if the employer requires a floater custodian to work an afternoon shift these assignments will be offered on an equitable basis among floater custodians.

## **ARTICLE XXIV - PAYMENT OF WAGES**

24.01 "The Board shall pay wages bi-weekly on Thursday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On the Friday following pay day, each employee shall be provided with an itemized statement of his/her wages and deductions".

## **ARTICLE XXV - TERM OF AGREEMENT**

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated October 6, 2019 please see the Length of Term/Notice to Bargain/Renewal in the Central Terms.

25.01 This Agreement shall become effective upon the 1st day of September 2019 and shall terminate at midnight upon the 31st day of August 2022. The Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this Agreement by mutual agreement at any time during the existence of this Agreement.

This AGREEMENT is HEREBY duly executed by the authorized representatives of the parties hereto as of the day and date first above written.

## **MANAGED HEALTH CARE**

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated October 6, 2019 please see C5.00 Benefits in the Central Terms.

## **LETTER OF INTENT: MILEAGE ALLOWANCE**

The following is the manner in which mileage will be paid to floater custodians.

1. If the floater is assigned on a daily basis, i.e. a different assignment each day, he/she will be paid mileage from the Board Office to the assigned site and back to the Board Office.
2. If the floater is assigned to a site for longer than one day he/she will be paid mileage from the Board Office to the site on the first day of the assignment and from the site to the Board Office on the last day of the assignment.

## **LETTER OF INTENT: STAFFING**

If the Board determines that a school's custodial workload which is based on the Building Owners and Management Association (BOMA) standards and guides for Facility operations requires modifications, the Facility Management Services will maintain its current practice of meeting with representatives of Local 3166.01 Custodial/Maintenance to discuss said modifications.

The Board agrees to review the BOMA methodologies, as it applies to the Halton Catholic District School Board, with the Union at a Labour Management Committee meeting within 90 days of the ratification of this agreement.

In addition, the Board agrees that Facilities Management Services will meet with the Union to discuss a Union request, for review of custodial workload concerns at a specific location. Such request will be made in writing and include the details of the specific workload concerns.

## **LETTER OF INFORMATION**

The normal hours of work for the following classifications are:

Day Custodian -	6:00 a.m. to 3:00 p.m. with one hour for lunch (unpaid).
Afternoon Custodian -	3:30 p.m. to 12:00 mid-night with one half hour for lunch, unpaid.
Skilled Trades -	6:00 a.m to 2:30 p.m. with one half hour for lunch (unpaid).

Part time custodians' hours will be scheduled according to the needs of individual schools.

The Board reserves its right to add new schedules as its needs dictate.

This letter is for the information of employees only and is not subject to the grievance or arbitration procedure.

## **LETTER OF AGREEMENT: MODIFIED SUMMER WORK SCHEDULES**

The Board agrees to discuss through the Labour Management Committee the possibility of a modified work schedule(s) for Custodial and Maintenance staff during the summer months.

It is understood that such modified work schedule(s) may not be able to be implemented at all locations due to operational needs.

## **LETTER OF INTENT: JOB DESCRIPTIONS**

The Board further agrees to develop job descriptions for newly created positions or whenever the job duties pertaining to an established position are substantially changed. The Board, in consultation with the Joint Job Evaluation Committee will evaluate the position(s) using the Board's official job evaluation plan. Nothing in this letter denies the union its right to negotiate on behalf of any bargaining unit member.

The Board agrees that no employee will be given a job description which has not been Board approved and processed through the Joint Job Evaluation Committee.

The parties agree that all job descriptions will be updated and reviewed by August 31, 2022.

## **LETTER OF UNDERSTANDING: CONTRACTING OUT AND WORK OF THE BARGAINING UNIT**

The Halton Catholic District School Board is committed to open communication in regard to the contracting out of work.

It is understood that in the event that the Board is compelled to contract out work currently performed by the bargaining unit, the Board will meet with Union representatives of the Labour Management Committee to discuss the reason for contracting out the work. The Union will be entitled to have the Union President and two (2) additional representatives from the Bargaining Unit in attendance.

Both parties agree that they will evaluate the viability of any suggestions made by the committee. The suggestions of this committee will be considered by the Board before any final decision is made by the Board.

In order to provide job security for the members of the Bargaining Unit, the Board agrees that no employee with seniority will be laid off or demoted, as defined in Article 7.11, as the result of work or services presently performed by the Union being contracted out, or disappearing because of mechanization or technological changes.

No member of the bargaining unit on probationary or permanent staff shall be laid off or suffer a reduction of or a change in normally scheduled hours of work as a result of the use of volunteers, co-op students and apprentices. This is not intended to preclude the Board from:

- (a) Providing opportunities for co-op or apprenticeship 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.

The parties also agree to establish a sub committee of Labour management to discuss the possibility of transitioning day custodial positions to CUPE 3166.01 staff, and the contracting out of other positions, at the Board's discretion.

## **LETTER OF INTENT: TRAINING**

A joint committee of Union/Management representatives will investigate Training Modules for custodial and maintenance staff.

It is understood that if any Module is mandated by the Board and is required to perform the duties of an employee's current classification or is required for promotion to a different classification, then the Module(s) will be provided on Board time and will be paid for by the Board.

During the term of this Agreement, the parties agree that when an employee is required to become familiar with new equipment and/or procedures, the employer will provide training, during regular working hours or paid time in lieu thereof if not during regular working hours for the employee to familiarize themselves with the new equipment.

## **LETTER OF UNDERSTANDING: STUDENT SAFETY/SUPERVISION**

All adults employed to work at a school site have a responsibility for the safety of students.

The Board recognizes the importance of CUPE Local 3166.01 staff in promoting an environment of safety and security for our students. Further, the parties recognize that the supervision of students is not the core function of CUPE Local 3166.01 employees. It is therefore understood that CUPE Local 3166.01 employees will not be placed on the formal supervision schedule by the Principal at any school location.

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

## **LETTER OF INFORMATION: OMERS**

The following information regarding the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to abide by any and all amendments to the OMERS pension plan.



CUPE Local 3166.01 employees are automatically enrolled in the OMERS pension plan. The Board shall automatically deduct and remit the premium payments directly to OMERS as required. Up to date and accurate information regarding the definition of contributory earnings, which includes all regularly recurring earnings, can be found at [www.omers.com](http://www.omers.com).

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings, as legislated by OMERS, such as:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous-full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earning for all members, including active, terminated, retired, and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year;
- Market value adjustments
- Pay for time in lieu of overtime
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason (e.g. illness), provided service is extended;
- Taxable premiums for life insurance;
- Shift Premiums;
- Ongoing special allowances.

## **LETTER OF UNDERSTANDING: WORKPLACE ACCOMMODATION**

The Employer and the Union are committed to a constant, fair approach to meeting the needs of employees requiring workplace accommodations, to restoring them to work, which is meaningful for them and valuable to the work location, and to meeting the parties' responsibilities in accordance with applicable legislation.

To that end, the employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

Recognizing the Board has a workplace accommodation process, should the parties have any general concerns with the workplace accommodation process, these can be discussed at Labour Management Meetings.

### **LETTER OF UNDERSTANDING - LONG TERM DISABILITY (LTD)**

Should the members of CUPE Local 3166.01 agree to become part of the CUPE Local 3166 Long Term Disability plan (LTD), the Board agrees to meet with the President of CUPE 3166 to discuss how this request may be facilitated. The full cost of the LTD plan shall be borne by CUPE Local 3166.01. The Board shall collect LTD premiums on behalf of all members of Local 3166.01 if the parties agree to move forward with implementation.

### **LETTER OF UNDERSTANDING - REPLACEMENT OF STAFF**

The parties agree to discuss staffing levels and replacement of staff through Labour/Management Committee Meetings.

## **PART C – HISTORICAL LANGUAGE**

## **PREAMBLE**

The parties agree that Appendix C of this Collective Agreement is for historical purposes only and has no force and effect. These provisions do not form part of the Collective Agreement, are not binding on the parties and are therefore not enforceable through the grievance and arbitration procedures.

These articles were removed during the September 1, 2019 – August 31, 2022 bargaining process.

The parties further agree to revisit all language contained in Appendix C for possible deletion during the next round of local bargaining.

12.02 In the event of a legal work stoppage, the Board agrees to maintain all insurance and benefits of all employees. The Union agrees to reimburse the Board, upon being invoiced, for the premiums during this period.

## **ARTICLE XIII - MISCELLANEOUS LEAVES OF ABSENCE**

13.01(3)(c) Employees must pay one hundred percent (100%) of the benefit premiums for that portion of the approved leave of absence exceeding one (1) month.

## **ARTICLE XIV - SICK LEAVE, RETIREMENT AND DEATH BENEFIT PLAN**

### 14.01(a) Sick Leave

1) Eligibility.

The cumulative sick leave plan shall apply to all seniority employees in C.U.P.E. Local 3166.01 Custodial/Maintenance who are employees of the Halton Catholic District School Board, subject to clause 14.01(a)(5) who serve a waiting period.

2) Administration of the Plan.

Subject to the final authority of the Board, the administration of the Plan shall be vested in the Executive Officer, Human Resources Services. The Executive Officer, Human Resources Services, shall keep a record of the credits and deductions for each employee and shall provide a statement to each employee annually not later than January 15th of each calendar year of the state of their credit under the Plan.

3) Final Authority.

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.

4) Waiting Period for Sick Leave Entitlement.

All employees to be eligible for cumulative sick leave, must undergo a one (1) month waiting period prior to exercising any sick leave entitlement.

5) Sick Leave and Credits

a) Each full time seniority employee shall be entitled to two (2) days of sick leave for each full month worked. Sick leave credits may be accumulated to a maximum of 260 days.

b) Each seniority part time employee whose work schedule is equal to or greater than twenty (20) hours per week shall be entitled to one (1) day of sick leave for each full month worked subject to a maximum accumulation of one hundred (100) days.

c) Each seniority part time employee whose work schedule is less than twenty (20) hours per week shall be entitled to one half (1/2) day of sick leave for each full month worked subject to a maximum accumulation of one hundred (100) days.

- d) At the end of each calendar year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness, or injury, will be credited to such employee's accumulated sick leave account.
- e)
  - i) Each day's absence of an employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account.
  - ii) No employee, however, may draw more than 260 days (full-time) or 100 days (part-time) of sick leave from the accumulated sick leave account for any one illness or injury.
  - iii) The employee shall re-enter the service of the Board for one (1) complete term (one (1) complete month) before drawing on the employee's accumulated credit again.
  - iv) Consequently, once an employee has banked the permitted accumulation of sick leave credits, the employee's sick leave, therefore becomes non-cumulative so that sick leave days earned in the year of the sick leave absence may be used prior to drawing on the days of entitlement but will not be accumulated beyond the year earned.
- f) Employees on sick leave for over one continuous month shall have their sick leave accumulation pro-rated for each full month of leave.
- 6) Reporting and Certification of Absences
  - a) All absences must be reported through the Board's automated absence reporting system and a courtesy call to the employee's Supervisor immediately.
  - b) Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the Supervisor unless the Executive Officer, Human Resources Services asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner.



c) All absences exceeding three (3) consecutive working days must be certified by a qualified medical or dental practitioner.

d) For absences exceeding one (1) month, in extenuating circumstances, the Board may request a medical certificate from a doctor appointed by the Board in order to continue sick leave payments. When the Board requests a doctor's certificate from an employee related to an absence on sick leave for less than three (3) days and the employee's physician charges for such certificate, the Board shall subsequently reimburse the employee after receipt of a doctor's invoice.

7) Computation of Daily Rate

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the employee at the time of the absence.

8) Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to the employee for absence beyond the number of days to the employee's credit in the sick leave plan.

(b) Payment of Death

In the case of the death of a full time employee in service, 100 per cent (100%) of the employee's accumulated sick leave benefits shall be paid to the employee's estate.

14.02 When an employee's sick leave credits are exhausted, he/she shall cease to receive any salary payments but will be entitled to continue benefits participation for six (6) months. The Board will continue to contribute its share of the monthly premiums provided the employee contributes his/her share of the monthly premiums for the same period.

## **ARTICLE XVIII - EMPLOYEE WELFARE BENEFITS**

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 2, 2015 please see the Letter of Understanding #9 – Re. Benefits in the Central terms.

18.01 All full time employees, except those who submit proof of coverage in writing to the Executive Officer, Human Resources Services, or designate, will automatically be enrolled in all existing welfare benefits under Clauses 18.02, 18.03, 18.04 (a), 18.04 (d) and 18.05(i).

18.02 (i) The Ontario Health Insurance Plan (OHIP) premiums are compulsory deduction. The Board shall assume responsibility for one hundred per cent (100%) of the monthly premiums effective September 1, 1989.

(ii) Family Premiums

The family premium covers married employees who elect for family premium coverage or one parent who is supporting a family. The family premium covers both spouses and children under the age of 21 years who are unmarried, not employed and dependent for support upon the insured person. This includes an adopted child or one to whom the insured person stands in the position of a parent and for whom claim can be made for deduction of income tax purposes.

Also eligible as dependents are children aged 21 and over who are financially dependent upon the insured person because of physical or mental infirmity, provided each such child was financially dependent upon that person prior to the age of 21 years. The family premium does not cover dependent fathers, mothers, aunts, uncles, grandparents, etc.

(iii) Single Premium

The single premium covers single employees of the Board.

18.03 The Board will contribute one hundred per cent (100%) towards the cost of the monthly premiums for the Extended Health Benefit Plan for eligible employees.

- 18.04 (a) The Board will contribute one hundred per cent (100%) towards the cost of the monthly premiums on the first \$54,000 of coverage for the Group Life Insurance Plan.
- (b) Additional supplementary coverage, over and above the first fifty-four thousand dollars (\$54,000) to a maximum of one hundred and fifty thousand dollars (\$150,000), shall be available to all eligible employees at no cost to the Board. Participation in the base policy of fifty-four thousand dollars (\$54,000) will be compulsory for all employees.
- (c) Additional optional coverage shall be available, to a maximum of one hundred thousand dollars (\$100,000), to all eligible employees at no cost to the Board.
- (d) The Board will administer an Accidental Death and Dismemberment Plan. The Board will assume responsibility for one hundred per cent (100%) of the monthly premium on the compulsory base plan of fifty thousand dollars (\$50,000).
- (e) Additional Accidental Death and Dismemberment Insurance, to an amount equal to the supplementary coverage, over and above the basic fifty thousand dollars (\$50,000), will be available to all eligible employees at no cost to the Board.
- (f) Dependent Life Insurance Coverage is available to all eligible employees, at no cost to the Board, in the amount of ten thousand dollars (\$10,000), in the event of the death of the spouse of the insured employee and ten thousand dollars (\$10,000) per child in the event of death.
- 18.05 (i) The Board will contribute one hundred per cent (100%) of the cost of monthly premiums for the Dental Plan for eligible employees.
- (ii) Effective September 1, 2010, the Vision Care Plan shall be increased to reimburse adults covered by the Plan up to \$275.00 in a two (2) year period.
- (iii) Effective December 1, 1992, contact lenses will be covered as per prescription glasses.
- (iv) Effective September 2010, Vision Care benefit can be applied to laser eye surgery.

18.06 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, an employee who retires from the Board prior to age 65 may retain membership in any of the group benefit plans to which the employee belongs at the time of retirement until the employee attains the age of 65 years. The retired employee must pay the full premium cost to maintain the employee's participation and coverage under the group contracts.

18.07 If during the life of this Agreement:

(a) the premiums in any plans covered in Clauses 18.02, 18.03, 18.05(i) and 18.06 are increased, and the Board pays more premiums on behalf of other employees of the Board than on behalf of the employees in this bargaining unit;

OR

(b) the Board increases its percentage contribution towards the plans covered in Clauses 18.02, 18.03, 18.05(i) and 18.06; the employees of this bargaining unit who are eligible for benefits under this Agreement will receive a like improvement.

18.08 Part time custodians, who continually work seventeen (17) or more hours per week, are eligible to participate in those benefits identified in 18.01, 18.02, 18.03, 18.04(a), (d), and 18.05. The Board will pay fifty per cent (50%) of the monthly premiums towards these benefits outlined above. For those part time custodians working hours in excess of seventeen (17) hours per week, the Board will pro-rate the monthly premiums for those benefits herein described in 18.08 to reflect the percentage of time worked.

18.09 It is understood and agreed that the plans themselves do not form part of this Collective Agreement.

18.10 The Board may at any time substitute another carrier provided that the benefits are not in total decreased, and provided that the Union be given prior consultation.

## MANAGED HEALTH CARE

In accordance with the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 2, 2015 please see the Letter of Understanding #9 – Re. Benefits in the Central terms.

The parties agree that the following modifications on a Managed Health Care plan will be implemented by September 1, 1998.

1. Dental Benefits
  - (a) There will be a one (1) year lag in the Ontario Dental Association (ODA) fee guide. i.e. benefits in the 1998 calendar year will be based on the fee guide in effect on January 1, 1997.
  - (b) Recalls will be as follows:
    - i) Eligible dependent children - 9 months
    - ii) Eligible adults - 12 months and 9 months effective April 1, 1999.
  - (c) Periodontal scaling will be unlimited.
  - (d) Bitewing x-rays will be limited to one (1) during an eighteen-month period.
  - (e) Complete oral exams will be limited to one (1) every five (5) years.
  - (f) Dental re-lines will be limited to one (1) every five (5) years.
  - (g) Fluoride limited to one (1) per year.
2. Medical
  - (a) A pay direct drug card will be introduced with positive enrolment and C.O.B.
  - (b) All eligible drugs shall be as per the national formulary.
  - (c) Should an employee require a prescribed drug that is not available on the national formulary, the plan shall pay 80% towards the cost of such drug. It is agreed and understood that over the counter drugs are not eligible for payment.

- (d) Massage therapy prescribed by a physician shall be limited to a maximum of \$500.00 annually.
- (e) Hearing Aids prescribed by an ear, nose and throat specialist, shall be limited to \$1,000.00 annually.
- (f) Mastectomy brassieres shall be limited to four (4) per person per benefit year.
- (g) Acupuncture, Naturopath, Homeopathic treatments to a combined maximum of \$500 per benefit year.

## **LETTER OF AGREEMENT: Memorandum of Settlement - November 2, 2015**

The parties agree that the Memorandum of Settlement between the CTA and CUPE, and agreed to by the Crown, dated November 2, 2015, outlined in Part A of this Collective Agreement supersede the language in Articles outlined below.

The Parties agree that the following Article may be relied upon by CUPE for the purposes of the Charter Challenge, and is for historical reference; and will have force and effect should the Charter Challenge be successful:

- Article XIV – Sick Leave, Retirement and Death Benefit Plan

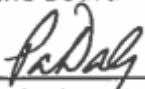
In witness whereof the Board and the Union have caused this agreement to be signed by their respective representatives duly authorized on their behalf,

This 11th day of March, 2021

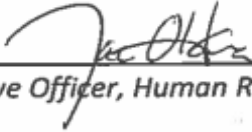
**The Halton Catholic District School Board**



Chair of the Board



Director of Education, and Secretary of the Board



Executive Officer, Human Resources Services

**The Canadian Union of Public Employees, Local 3166.01**

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CUPE National Representative



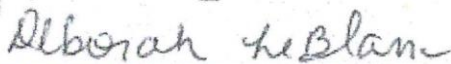
President\* Local 3166,01



Committee Member Local 3166.01



Committee Member, Local 316601



Committee Member, Local 3166.01