



**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1176**

**AND**

**BLUEWATER DISTRICT SCHOOL BOARD**

**EFFECTIVE**

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

# Table of Contents

## CUPE – PART A: CENTRAL TERMS

<b>C1.00</b>	<b>STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT .....</b>	<b>5</b>
C1.1	Separate Central and Local Terms .....	5
C1.2	Implementation .....	5
C1.3	Parties .....	5
C1.4	Single Collective Agreement .....	5
<b>C2.00</b>	<b>DEFINITIONS.....</b>	<b>5</b>
<b>C3.00</b>	<b>LENGTH OF TERM/NOTICE TO BARGAIN.....</b>	<b>6</b>
C3.1	Term of Agreement .....	6
C3.2	Term of Letters of Agreement/Understanding.....	6
C3.3	Amendment of Terms.....	6
C3.4	Notice to Bargain .....	6
<b>C4.00</b>	<b>CENTRAL DISPUTE RESOLUTION PROCESS .....</b>	<b>7</b>
C4.1	Statement of Purpose.....	7
C4.2	Parties to the Process .....	7
C4.3	Meetings of the Committee .....	7
C4.4	Selection of Representatives .....	7
C4.5	Mandate of the Committee .....	7
C4.6	Role of the Central Parties and Crown .....	8
C4.7	Referral of Disputes .....	8
C4.8	Carriage Rights.....	8
C4.9	Responsibility to Communicate.....	8
C4.10	Language of Proceedings.....	8
C4.11	Definition of Dispute.....	9
C4.12	Notice of Disputes .....	9
C4.13	Referral to the Committee.....	9
C4.14	Timelines.....	9
C4.15	Voluntary Mediation.....	10
C4.16	Arbitration .....	10
<b>C5.00</b>	<b>BENEFITS .....</b>	<b>10</b>
C5.1	Eligibility and Coverage.....	11
C5.2	Funding .....	11
C5.3	Cost Sharing .....	12
C5.4	Full-Time Equivalent (FTE) and Employer Contributions .....	12
C5.5	Payment in Lieu of Benefits .....	13
C5.6	Benefits Committee .....	13
C5.7	Privacy .....	13
<b>C6.00</b>	<b>SICK LEAVE .....</b>	<b>13</b>
C6.1	Sick Leave/Short Term Leave and Disability Plan .....	13
<b>C7.00</b>	<b>CENTRAL LABOUR RELATIONS COMMITTEE.....</b>	<b>19</b>
C7.1	Preamble.....	19
C7.2	Membership .....	19
C7.3	Co-Chair Selection.....	19
C7.4	Meetings.....	19
C7.5	Agenda and Minutes.....	20
C7.6	Without Prejudice or Precedent.....	20
C7.7	Cost of Labour Relations Meetings.....	20
<b>C8.00</b>	<b>CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES.....</b>	<b>20</b>
<b>C9.00</b>	<b>ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS .....</b>	<b>20</b>
<b>C10.00</b>	<b>CASUAL SENIORITY EMPLOYEE LIST.....</b>	<b>20</b>
<b>C11.00</b>	<b>UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING .....</b>	<b>21</b>

<b>C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)</b> .....	<b>21</b>
C12.1 Family Medical Leave or Critical Illness Leave .....	21
Supplemental Employment Benefits (SEB).....	21
<b>C13.00 MERGER, AMALGAMATION OR INTEGRATION</b> .....	<b>22</b>
<b>C14.00 SPECIALIZED JOB CLASSES</b> .....	<b>22</b>
<b>APPENDIX A NOTICE OF CENTRAL DISPUTE</b> .....	<b>23</b>
<b>APPENDIX B</b> .....	<b>24</b>
Sick Leave Credit-Based Retirement Gratuities (where applicable) .....	24
Other Retirement Gratuities .....	24
<b>APPENDIX C - MEDICAL CERTIFICATE</b> .....	<b>25</b>
<b>LETTER OF UNDERSTANDING #1</b> .....	<b>30</b>
RE: Status Quo Central Items .....	30
<b>LETTER OF UNDERSTANDING #2</b> .....	<b>31</b>
RE: Status Quo Central Items and Items Requiring Amendment and Incorporation .....	31
<b>LETTER OF UNDERSTANDING #3</b> .....	<b>34</b>
RE: Job Security: Protected Complement.....	34
<b>LETTER OF UNDERSTANDING #4</b> .....	<b>36</b>
RE: Education Worker Protection Fund.....	36
<b>LETTER OF UNDERSTANDING #5</b> .....	<b>39</b>
RE: Professional Development .....	39
<b>LETTER OF UNDERSTANDING #6</b> .....	<b>40</b>
RE: Scheduled Unpaid Leave Plan .....	40
<b>LETTER OF UNDERSTANDING #7</b> .....	<b>42</b>
RE: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference .....	42
<b>LETTER OF UNDERSTANDING #8</b> .....	<b>44</b>
RE: Sick Leave .....	44
<b>LETTER OF UNDERSTANDING #9</b> .....	<b>45</b>
RE: Central Labour Relations Committee .....	45
<b>LETTER OF UNDERSTANDING #10</b> .....	<b>46</b>
RE: List of Arbitrators .....	46
<b>LETTER OF UNDERSTANDING #11</b> .....	<b>47</b>
RE: Ministry Initiatives.....	47
<b>LETTER OF UNDERSTANDING #12</b> .....	<b>48</b>
RE: Provincial Working Group – Health and Safety .....	48
<b>LETTER OF UNDERSTANDING #13</b> .....	<b>49</b>
RE: Violence Prevention Training .....	49
<b>LETTER OF UNDERSTANDING #14</b> .....	<b>51</b>
RE: Additional Professional Activity (PA) Day.....	51
<b>LETTER OF AGREEMENT #15</b> .....	<b>52</b>
RE: Pilot Project on Expedited Mediation.....	52
<b>HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY</b> .....	<b>54</b>
RE: Benefits.....	54
<b>CUPE - COLLECTIVE AGREEMENT PART B</b> .....	<b>74</b>
ARTICLE 1 - PURPOSE .....	74
ARTICLE 2 - SCOPE AND RECOGNITION.....	74
ARTICLE 3 - MANAGEMENT RIGHTS.....	75
ARTICLE 4 - RELATIONSHIP .....	75
ARTICLE 5 - UNION SECURITY.....	76
ARTICLE 6 - NO STRIKE OR LOCK OUT .....	77
ARTICLE 7 - REPRESENTATION .....	77
ARTICLE 8 - GRIEVANCE PROCEDURE.....	78
ARTICLE 9 - DISCHARGE AND SUSPENSION CASES.....	80
ARTICLE 10 - ARBITRATION .....	81
ARTICLE 11 - SENIORITY .....	81
ARTICLE 12 - JOB POSTING.....	83
ARTICLE 13 - LAYOFFS AND RECALLS .....	84

ARTICLE 14 - BULLETIN BOARDS ..... 85

ARTICLE 15 - BOARD RULES ..... 85

ARTICLE 16 - HOURS OF WORK AND OVERTIME..... 86

ARTICLE 17 - PAID HOLIDAYS ..... 88

ARTICLE 18 - VACATIONS ..... 89

ARTICLE 19 - RETIREMENT ..... 90

ARTICLE 20 - SICK LEAVE ..... 90

ARTICLE 21 - LEAVES OF ABSENCE ..... 91

ARTICLE 22 - PREGNANCY/PARENTAL LEAVES OF ABSENCE ..... 93

ARTICLE 23 - SICK LEAVE CREDIT GRATUITY..... 93

ARTICLE 24 – BENEFITS ..... 95

ARTICLE 25 - JOB CLASSIFICATION AND RATES OF PAY ..... 95

ARTICLE 26 - GENERAL ..... 95

ARTICLE 27 - CLOTHING AND FOOTWEAR ALLOWANCE ..... 96

ARTICLE 28 - SELF FUNDED LEAVE PLAN ..... 97

ARTICLE 29 - EMPLOYMENT INSURANCE REBATE..... 99

ARTICLE 30 - TERM OF AGREEMENT ..... 99

SIGNING PAGE..... 100

LETTER OF AGREEMENT: RE: REDEPLOYMENT COMMITTEE ..... 101

LETTER OF AGREEMENT: RE: PORTABLES ..... 103

LETTER OF UNDERSTANDING: RE: WORKING CONDITIONS AND RELATED MATTERS..... 104

LETTER OF UNDERSTANDING: RE: EI PREMIUM AND PAID SICK LEAVE..... 105

LETTER OF UNDERSTANDING: RE: USE OF CO-OP STUDENTS:..... 106

LETTER OF UNDERSTANDING: RE: PAINTING DUTIES ..... 107

LETTER OF AGREEMENT: RE: ON-THE-JOB TRAINING ..... 108

LETTER OF AGREEMENT: RE: CONTRACTING IN AND CONTRACTING OUT..... 109

LETTER OF AGREEMENT: RE: EARNINGS EQUITY COMMITMENT..... 110

SHADED LETTER OF AGREEMENT: RE: BENEFITS ..... 111

SHADED LETTER OF AGREEMENT: RE: BASELINE STAFFING ..... 112

APPENDIX A: ANNIVERSARY VACATION ENTITLEMENT CALCULATION ..... 113

APPENDIX B: OMERS CONTRIBUTORY EARNINGS..... 114

APPENDIX C: COMPASSIONATE CARE BENEFITS – UNDER EMPLOYMENT INSURANCE..... 116

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

#### **5.0.0 SHARED SERVICES**

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

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

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
  - a. The trustees' selection of the Trust auditors and the Trust actuaries;
  - b. The annual reports of the Auditors and actuaries;
  - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first

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

## **7.0.0 ACCOUNTABILITY**

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

- 7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

#### **8.0.0 TRANSITION COMMITTEE**

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

#### **9.0.0 PAYMENTS**

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

#### **10.0.0 ENROLMENT**

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

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

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

#### **12.0.0 CLAIMS SUPPORT**

- 12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life



waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

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

### **13.0.0 PRIVACY**

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

## **CUPE - COLLECTIVE AGREEMENT PART B**

### **ARTICLE 1 - PURPOSE**

1.01

The purpose of this Agreement is to provide orderly collective bargaining relations between the employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

### **ARTICLE 2 - SCOPE AND RECOGNITION**

2.01

The parties agree that the Canadian Union of Public Employees, and its local 1176 is the exclusive bargaining agent for the following employees.

All Custodians and Maintenance staff employed by the Bluewater District School Board, save and except, supervisors, foreman, persons above the rank of supervisor and foreman, students employed during the school vacation period, cooperative education students and those performing community service orders.

2.02

#### Definitions

2.02.01

"Employee" means a person employed by the employer who is a member of the bargaining unit described in clause 2.01 of the Agreement. For the purpose of this Agreement, two types of employees shall be recognized, namely full-time employees and part-time employees.

2.02.02

"Full-Time Employees" shall mean a person employed by the employer who is a member of the bargaining unit and working a regular forty (40) hour week.

2.02.03

"Part-Time Employees" shall mean a person employed by the employer who is a member of the bargaining unit and who is working less than a forty (40) hour week.

2.02.04

"Supply Employee" shall mean a person employed by the Employer who is a member of the bargaining unit and does not work a regular number of assigned hours or days per week but works when called in by the employer to do so. A supply employee may be employed on a regular basis for a period of 4 months; such period may be extended by mutual agreement between the parties. This employee will be paid at the custodial start rate for periods in excess of 4 months on the same assignment and will be returned to the supply rate upon completion of the assignment. Someone called in to relieve a "Permanent employee" shall be classified as a supply employee for a period of 4 months and such period may be extended by mutual agreement between the parties.

2.02.05

"Permanent Employee" shall mean a person employed by the Employer who is a member of the bargaining unit and works a regular number of assigned hours per week.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01

The Union recognizes and acknowledges that it is the function of the employer to manage the operation and direction of the working forces of the employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:

3.01.01

maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees:

3.01.02

hire, retire, classify, direct, transfer for other than disciplinary reasons, demote, lay off, discipline, suspend or discharge employees, provided that the exercise of any of the rights in this Article may be subject to a grievance and be dealt with as hereinafter provided:

3.01.03

generally to manage the services and operations in which the Board is engaged, and without restricting the generality of the foregoing, to determine the number and locations of establishments, to determine the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.

3.01.04

To determine the number of hours to be worked related to a square footage formula set at the start of the school year, following consultation with the Union, and appendix to this agreement.

3.02

The employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of the Agreement.

## **ARTICLE 4 - RELATIONSHIP**

4.01

No discrimination, intimidation, harassment or coercion will be practiced or permitted by either the Board or the Union, or any of their officers or representatives, against any employee by reason of sex, sexual orientation, race, colour, ethnic origin, age, language, religion, handicap or by reason of membership or activity in the Union or for exercising any of their lawful rights.

4.02

Upon written request the bargaining unit shall be provided with a copy of any data in the board's possession including the following:

- A list of all employees of the bargaining unit including the person's name, job title/classification, and home mailing address; and
- Data respecting individual status of employment, such as a listing of Members on leave or on the recall list;

The employee contact list will be provided annually in an electronic spreadsheet to the Union contact designated by the Local Executive.

#### 4.03

Where the employer conducts new employee training sessions, the union will be provided 30 minutes after such session to make a presentation about membership in the Union. The employer will leave the room during the union presentation. Attendance will be voluntary and unpaid.

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

#### 4.04

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment, through the Employee Information and Leave program (EIL)

#### 4.05

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall be addressed as follows:

##### 4.05.01

To the Employer: Superintendent of Education responsible for Human Resources Services, Bluewater District School Board.

##### 4.05.02

To the Union: Recording Secretary. The Union will notify the employer in writing of the name and address and of any change that may occur from time to time.

#### 4.06

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company or non-bargaining unit employee, if such action will result in a reduction of hours or lay-off of employees covered by this agreement.

##### 4.06.01

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases agreed to by the Union.

#### 4.07

Non-bargaining unit employees shall not perform the work normally performed by members of the bargaining unit. This provision will not prohibit providing instructions, the training of new employees or the handling of emergency situations. For the purpose of clarification, the term non-bargaining unit employees shall mean those employees excluded from the bargaining unit in clause 2.01.

#### 4.08

The Labour/Management Committee will study the feasibility of contracting in of services previously contracted out.

## **ARTICLE 5 - UNION SECURITY**

#### 5.01

As a condition of their continued employment, all employees who are now members of the Union shall remain members in good standing of the Union in accordance with the new Constitution and by-laws of the Union. The parties hereto mutually agree that new employees, including supply employees, covered by this Agreement, shall become members in good standing in the Union and shall pay union dues.

5.02

The Union will not, nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the employer without the permission of the office of the Manager of Plant Services.

5.03

During the term of this Agreement, the employer agrees to deduct regular monthly Union dues, as certified by the Union to be currently in effect according to the by-laws of the Union, from the wages of Union members and to remit the amount so deducted to the local Union Treasurer of the Canadian Union of Public Employees not later than the 15th day of the month following the months such deductions were made. The union will save the Board harmless in respect of any deductions or remittances made pursuant to the Article. The Employer agrees to furnish once every six (6) months addresses (as indicated on TD1 Return) of all employees covered by this Agreement.

## **ARTICLE 6 - NO STRIKE OR LOCK OUT**

6.01

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout. Strike or lockout shall be as defined in The School Boards Collective Bargaining Act, 2014, the Ontario Labour Relations Act.

6.02

Any employee who violates Article 6.01 may be subject to discipline, including discharge.

## **ARTICLE 7 - REPRESENTATION**

7.01

The employer will recognize a Grievance Committee consisting of not more than six (6) employees and a National Union Representative may be present, for the purpose of investigating and processing grievance in accordance with the Grievance Procedure set out in this Agreement.

7.02

The employer will recognize a Negotiating Committee of not more than six (6) employees and a National Union Representative, for the purpose of representing the bargaining unit at any negotiations for the renewal of the Agreement. The Union will endeavor to retain the same Negotiating Committee during the negotiating process.

7.03

The Union will recognize a Negotiating Committee of not more than six (6) Management Representatives.

7.04

The Union shall notify the employer of the employees' names and the committees of which they are members. Recognition of committee members by the employer is not required until such notification has been received.

7.05

No committee members shall leave their work to investigate or process any grievances or to negotiate with the employer without the prior consent of the office of the Manager of Plant Services or designate. In addition, a committee member must have the consent of the Manager of Plant Services before

entering any department or school to conduct Union business. Such consent shall not be unreasonably withheld. Where permission has been granted to representatives of the union to leave their employment temporarily, in order to carry on negotiations with the employer, or with respect to a grievance they shall suffer no loss of pay for the time so spent.

7.06

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, authorized committee members and Area Stewards. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.07

Safety and Health

All work shall be performed according to the provisions of the Occupational Health and Safety Act.

7.08

Labour - Management Committee

A Labour - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

7.08.01

Function of Committee

The Labour-Management Committee will meet at the request of either party to discuss matters of mutual concern or matters that are not covered under the provisions of this Agreement.

7.08.02

Meetings of Committee

The Committee shall meet, at least 2 times a year, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

7.08.03

Minutes of Meeting

Minutes of each meeting of the Committee shall be provided.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01

The purpose of this Article is to establish a procedure for the settlement of grievances. A grievance shall be defined as any dispute or difference arising out of the alleged violation, application, administration or interpretation of the provisions of the Agreement.

8.01.01

All grievance correspondence from the employer shall be sent to the local CUPE President.

8.02

Informal Resolution

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss the grievance providing specific details of the alleged contravened Articles with the employee's immediate supervisor. Such employee shall be accompanied by the employee's steward unless the employee specifically directs the steward otherwise. Such a

complaint shall be brought to the attention of the immediate supervisor within five (5) working days of the incident giving rise to the complaint except in the case of a complaint involving computation of pay, in which case the complaint must be filed in writing within five (5) working days after the receipt of pay. The immediate supervisor shall render the decision verbally within five (5) working days of receiving the complaint. The immediate supervisor shall mean the immediate supervisor outside the bargaining unit.

#### Step I

Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint. The steward may refer such matter on a written grievance form supplied by CUPE within five (5) working days of receipt of the immediate supervisor's reply to the complaint. The complaint shall now constitute a formal grievance at Step I. The Superintendent of Education responsible for Human Resources Services shall answer the grievance in writing within five (5) working days of receipt of the grievance at Step I. The grievance shall specify the Article, clause and subsections of which violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought, and be signed by the employee. Should the grievance rely solely on Article 3 of the Collective Agreement as the article violated the grievance shall be considered a step two grievance and be forwarded to the Superintendent of Education responsible for Human Resources Services.

#### Step II

Should the Union be dissatisfied with the disposition of the grievance at Step I, the grievance may be referred to the Superintendent of Education responsible for Human Resources Services within five (5) working days of receipt of the Manager of Plant Services' reply to Step I. The Superintendent of Education responsible for Human Resources Services shall answer the grievance in writing within five (5) working days of receipt of the grievance at Step II.

#### Step III

If no settlement is reached at Step II, the Grievance Committee of the Union will meet with the Director of Education of the Board within five (5) working days of receipt of the reply of the Superintendent of Education responsible for Human Resources Services to discuss the grievance. A National Union Representative may be in attendance at this meeting. If the grievance is not settled within five (5) working days, it may be referred to arbitration as hereinafter provided.

Grievance mediation shall occur prior to any grievance proceeding to arbitration. Selection of the grievance mediator shall be with mutual agreement.

#### 8.03

The employer may initiate a grievance beginning at Step III of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and in the format prescribed in Step I. Any grievance may be referred to arbitration.

#### 8.04

The Union may initiate a grievance at the second step, on behalf of the bargaining unit, notwithstanding the provisions of clause 8.02 except that this clause will not allow the Union the right to file a grievance on behalf of an individual employee or group of employees, other than a group of employees at one specific location.

#### 8.05

Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article VIII and any employee who appeals directly to any Trustee, Senior Manager/Supervisory Officer of the employer shall thereby forfeit all rights under this article.

#### 8.06

Any grievance not processed through to the next stage of the Grievance Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance

Procedure may be extended by mutual agreement in writing between the employer and the Union

8.07

No grievance may be submitted concerning the termination of employment, layoff or disciplining of a probationary employee, except a grievance filed under Article (IV) - Relationship.

8.08

Should the grievance be denied, the employer will endeavor to explain or indicate the reasons for such denial, in writing.

## **ARTICLE 9 - DISCHARGE AND SUSPENSION CASES**

9.01

An employee who is suspended for three (3) days or less shall be given the reason(s) for such suspension verbally, at that time, and promptly thereafter in writing with a copy to the Union. A grievance of a suspension will commence at Step I.

9.02

An employee who is discharged or suspended for more than three (3) working days will be given the reason(s) in writing promptly, with a copy to the Union and can confer with the steward on the employer's premises. A grievance may be filed at Step II of the Grievance Procedure within three (3) working days after such discharge or suspension.

9.03

No employee shall be discharged without just cause.

9.04

Where a grievance which is filed under Article 9 is not settled and duly comes before an Arbitration Board, the Board may make a ruling:

9.04.01

confirming the employer's action;

9.04.02

reinstating the employee with compensation for regular time lost; or

9.04.03

disposing of the grievance in any other manner which they consider to be just and equitable.

9.05

An employee shall be notified in writing, with a copy to the Union, of any expression of dissatisfaction concerning the employee's work within fifteen (15) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time.

9.06

The record of an employee shall not be used against the employee at any time in the following instance:

9.06.01

When twelve (12) months have elapsed since a letter of discipline has been given, provided there has been no recurrence of a similar and/or any other infraction.



## **ARTICLE 10 - ARBITRATION**

### 10.01

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other party within ten (10) working days of the reply under Step III. The recipient party shall within ten (10) working days, advise the other of the name of its appointee to the Arbitration Board.

### 10.02

The two (2) appointees so selected shall, within fifteen (15) working days of the appointment of the second of them or at a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chair, within the time limit, the appointment shall be made by the Office of the Adjudication, Ministry of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chair shall govern.

### 10.03

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

### 10.04

Each of the parties hereto will bear the expenses of an Arbitrator appointed by it and the parties will jointly share the expenses of the Chair of the Arbitration Board, if any.

### 10.05

The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

### 10.06

Either party may request the services of a sole Arbitrator and if the parties agree, the case shall be heard by the sole Arbitrator, however, all other conditions as set forth in this Article will prevail.

## **ARTICLE 11 - SENIORITY**

### 11.01

Seniority is the principle of granting preference to employees in accordance with length of continuous service with the employer. For the purpose of this agreement, seniority shall be on a unit wide basis and shall mean the length of continuous service with the Board or predecessor Board, which has been amalgamated or merged with the Board.

### 11.02

Employees shall serve a probationary period of six (6) months of active employment before acquiring seniority rights which shall then date back to their last respective date of starting to work with the employer. Probationary employees may be discharged without entitling the employee to recourse to the grievance procedure, with the exception of a grievance under Article IV. Service, as a casual employee shall not be included in computing the six (6) month probationary period.

11.03

Seniority lists will be supplied to the Union and posted on the bulletin board on January 1st and July 1st of each year of the Agreement. The name of the school shall be shown beside the employee's name.

11.04

Seniority, once established for an employee, shall be forfeited under the following conditions:

11.04.01

if the employee voluntarily quits;

11.04.02

if the employee is discharged and not reinstated through the Grievance Procedure.

11.04.03

if the employee fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement;

11.04.04

if twenty four (24) months have elapsed from the day of the layoff; or

11.04.05

if the employee is absent from work for more than three (3) working days without notifying the employer. This provision shall not apply when such absence is beyond the employee's control.

11.04.06

absence due to illness or accident where such absence exceeds the greater of:

11.04.06.01

the employee's unused sick leave credits plus one (1) year; or

11.04.06.02

twenty four (24) months;

11.05

An employee receiving Long Term Disability benefits who is about to forfeit seniority rights under 11.04.06.01 or 11.04.06.02 shall have the opportunity prior to loss of seniority to be examined by the employee's doctor in conjunction with the Board's doctor in order to ascertain the ability of the employee to return to work.

11.06

If, in the opinion of the doctors, the employee should be able to return to work within a six (6) month period, the employee shall not lose seniority rights.

11.07

In the event an employee is suspended as a disciplinary measure, the employee shall retain all seniority rights when the penalty terminates.

11.08

Employees transferred to a position outside of the bargaining unit shall, upon being transferred back into the bargaining unit by the Board, retain seniority previously accumulated in the bargaining unit. For vacation purposes only, accumulated service with the Board shall count.

## ARTICLE 12 - JOB POSTING

### 12.01

When any of the jobs within the bargaining unit become vacant, the employer will post a notice of the vacancy for a period of five (5) working days in all schools and maintenance shop covered by the Collective Agreement. Postings will be filled within fifteen (15) working days by qualified candidates. The notice will specify the nature of the job, the shift, location, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify by making formal application in accordance with the provisions of the posting.

### 12.02

Vacancies that have been satisfied by job posting as in Clause 12.01 which leaves a vacancy in the custodian classification shall be posted.

### 12.03

Job postings required during the months of July and August will be deferred until late August.

### 12.04

All non-promotional vacancies will be filled by seniority within a classification within ten (10) working days.

#### 12.04.01

For promotion knowledge, training, skill and ability of the applicants shall be the determining factors for selection for the interview committee as to which applicant is successful. If the above determining factors of the applicants are equal, then seniority shall be the determinant.

#### 12.04.02

If the job is not filled as a result of the posting, the employer reserves the right to hire externally.

### 12.05

Should the successful candidate prove unsatisfactory within twenty (20) working days, the employee may apply to or may be required to be returned to the employee's former job when another suitable employee can be found to fill the position, and in such case, the employee shall be returned to the employee's former position at the former rate of pay.

#### 12.05.01

Any employee moved or promoted as a result of the original promotion shall be returned to his/her former position and rate of pay likewise.

### 12.06

Except in the case of a promotional opportunity to a higher classification, any employee who has accepted a permanent posting bid under this Article shall not be entitled to a posted permanent job for three (3) months from a successful bid.

Further, any employee who has accepted a temporary posting shall complete the term of the position, or three months, whichever comes first, before being eligible to apply for any other posted temporary position.

### 12.07

Any job which is vacant because of illness, accident, vacation, leave of absence, temporary moves or temporary promotions and temporary vacancies will not be considered a permanent vacancy.

#### 12.07.01

Temporary custodial vacancies known to be longer than fifteen (15) working days will be posted and filled within ten (10) working days.

#### 12.07.02

Where an employee is expected to be absent for a lengthy period of time, the employer and the union agree to discuss the possibility of posting the employee's position on a case by case basis, initiated by either the employer or the union.

#### 12.08

The Union shall be notified as soon as possible of all appointments, hires, layoffs, recalls, and termination's, of employment of all persons in the bargaining unit.

#### 12.09

No permanent employee will be reassigned without the employee's consent unless the Employer feels that circumstances warrant approaching the Union to attempt to resolve the matter. Failing resolution, the Employer may exercise the provisions specified in Management Rights, Article (3).

#### 12.10

- a) When not more than five (5) extra hours per week are created in a work location, such hours shall be offered to the employees within the work location on a seniority basis, provided such additional hours do not result in an employee being scheduled for more than forty (40) hours per week.
- b) Notwithstanding Article 12.10 a), a junior employee who has suffered a loss of hours as a result of a staffing formula change or removal of portables shall be offered the additional hours prior to the application of Article 12.10 a).

#### 12.11

Notwithstanding 12.10(a) or (b), an employee who accepts a reduction in hours at their home location may recoup those lost hours at that location before any vacancies are posted at that location from the vacant hours available.

## **ARTICLE 13 - LAYOFFS AND RECALLS**

#### 13.01

A layoff shall be defined as a reduction in the hours of work or number of employees.

#### 13.02

The Employer shall give the employee(s) affected, and the Union, notice of layoff in writing as provided in the appropriate legislation but not less than thirty (30) working days.

#### 13.02.01

If the employee has not had the opportunity to work the days provided in clause 13.02, the employee shall be paid for the days for which work was not available.

#### 13.03

In the event it becomes necessary to reduce the workforce, the employee(s) with the least seniority at that affected location will be laid off, provided that the employee(s) retained are qualified to perform the work available. However, the laid off employee(s) will be entitled to:

#### 13.03.01

Displace an employee with less seniority in the same job classification within the board.

#### 13.03.02

Displace an employee with less seniority in a job classification the laid off employee is qualified to perform within the board.

13.03.03

Displace the employee with the least seniority in the lowest job classification within the board.

13.04

In applying clause 13.03 of the Article, it must be understood it will be done in accordance with the Board Seniority List and the employees retained must be qualified and competent to perform the work available in order that the operation will remain effective, efficient and with the minimum of disruption.

13.05

An employee with seniority who is forced to accept a transfer to another location may accept a layoff in preference to accepting a transfer to another location.

13.06

An employee laid off in accordance with clause 13.05 must accept a recall to any location provided that all other laid off employees have been recalled. It is understood that where more than one employee has exercised clause 13.05, the employee with the least seniority will be the first recalled, unless an employee with more seniority has informed the Superintendent of Education responsible for Human Resources Services of intent, in writing, to accept the next vacancy.

13.07

No new employees will be hired until those laid off within the previous two (2) years have been given an opportunity of re-employment. Notice of such opportunity of re-employment shall be made by telephone to the employee at his/her latest address shown in the Employer's records said notice of opportunity of re-employment. Such notice may be in the same form as that posted for present employees. It shall be the responsibility of the employee to advise the Employer of any change of address or telephone.

## **ARTICLE 14 - BULLETIN BOARDS**

14.01

The Union may have the use of a bulletin board in the plant premises for the purpose of posting notices relating to the Union's business.

## **ARTICLE 15 - BOARD RULES**

15.01

For the well-being of all employees and the proper operation and care of Board property, it is agreed that rules and regulations governing the conduct of employees are necessary.

15.02

The following rules and regulations or offences are not intended to be complete, and it is recognized and agreed that the Board may take appropriate action to deal with other forms of misconduct, and to ensure the continued operation, safety, and health standards of the property of the Board.

15.03

Violation of the following rules will be cause for discipline in the form of suspension, discharge or such other action as may be deemed necessary in the circumstances.

15.03.01

Employees must obey an order given and perform the task assigned by the employee's immediate supervisor unless such order represents a threat to the employee's health and safety or the health and safety of others.

15.03.02

An employee must not knowingly improperly use or remove from the Board premises, without permission, any material, supplies, tools, or other property of the Board.

15.03.03

An employee must not steal property belonging to any employee or to the Board.

15.03.04

Possession and/or use of alcoholic beverages, and/or restricted drugs on Board time or on any Board property is forbidden. An employee cannot report to work while under the influence of either drugs and/or alcohol.

15.03.05

An employee must not leave the employee's place of work without authorization during the employee's scheduled working hours.

15.03.06

An employee must not act in an immoral or indecent manner.

## **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

16.01

Hours of Work

16.01.01

Employees who work more than two (2) hours in the morning and/or afternoon, will be entitled to a fifteen (15) minute rest period, for each such period worked, as designated by the Area Operation Supervisor.

16.01.02

The regular work week shall consist of forty (40) hours per week Monday to Friday inclusive. It shall consist of five (5) consecutive eight (8) hour shifts. Such shifts will be the same time period each day for five (5) consecutive days.

16.01.02.01

A paid lunch period of one half hour (during which the employee shall remain in the school) shall be included as part of the evening shift longer than six (6) hours.

16.01.03

The parties may, by mutual agreement, adopt a normal work week for certain full-time classifications other than forty (40) hours and five (5) eight (8) hour days, with a maximum of a two (2) hour lunch period. Any such agreement shall be confirmed in writing.

16.01.04

When a vacancy occurs and is deemed not to be a permanent vacancy as in clause 12.07, employees shall be temporarily transferred to those vacancies of a higher classification in the same category to allow the employee to acquire the knowledge, skills and training and to enhance the ability of the individual for consideration when a vacancy does become available in that classification. Trainees shall be selected by seniority through school group training lists by the Manager of Plant Services who will distribute "on the job training opportunities" in a manner consistent with the training program as established through the Labour /Management Committee. The employee, during the temporary transfer, will receive the higher job classification rate of pay. The Manager of Plant Services (or designate) will evaluate the trainee during and at the end of the trainee's assignment. It must also be understood that a trainee not meeting the expectations of the Manager of Plant Services and/or the immediate supervisor, will be returned to the

employee's original position and that this return cannot be grieved.

16.01.05

The range of regular hours of work for the following shifts are as follows:

Dayshift consist of consecutive hours of work scheduled between 6:30am and 5:00pm.

Mid-shift consist of consecutive hours of work scheduled between 10:00am and 8:30pm.

Afternoon shift, consist of consecutive hours of work between 3:30 and 11:30pm.

All lunch breaks will be as per Article 16.01.02.01 and 16.01.03.

16.01.06

The hours of work for each school shall be posted by the employer.

16.01.07

An employee reporting for work on the employee's regular shift shall be paid the employee's regular rate of pay for the entire period of work, with a minimum of two (2) hours' pay if the employee does not commence work and a minimum of three (3) hours' pay if the employee does commence work. The provisions of this paragraph shall not apply in the event of strikes, power failures, or other conditions beyond the control of the employer, which prevent the employer from providing work.

16.01.08

All maintenance personnel shall be assigned to a home base shop. Travel, both to and from the job site(s) assigned for the day will be on Board time.

16.01.09

Higher clarification

In the event that an employee is asked to work in a higher classification the employee shall receive the higher rate of pay for any or all hours worked.

16.01.10

In the event that a workplace is closed due to unforeseen reasons, the employer reserves the right to place regular employees temporarily at an alternate site.

16.01.11

In the event that a Maintenance employee is asked to take on additional responsibilities the employee shall receive the regular rate of pay plus an hourly premium for any or all hours worked as follows:

<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
\$0.71	\$0.72	\$0.73

16.02

Overtime

16.02.01

All authorized overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one-half the straight hourly rate. All authorized hours worked on Sunday or on a paid holiday (as listed in 17.01 and 17.02) shall be paid for at two (2) times the regular straight time hourly rate. This provision shall apply to hours worked in respect of schools or other premises which have been rented by the Board to any third party.

16.02.02

The employer will endeavor to distribute overtime as evenly as practicable amongst the employees in the school concerned providing employees are willing and qualified to do the required work.

16.02.03

An employee who is called back to work, in order to meet emergency conditions, after working a full 8-hour shift (or agreed upon extension, 16.01.03) and after the employee has left the employer's premises, will receive the greater of the following:

16.02.03.01

two (2) hours' pay at overtime rate;

16.02.03.02

the overtime rate for all authorized time worked as a result of the call-in; one-half hour to be the minimum part hour credited.

16.02.04

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

16.02.05

Overtime may also be taken in lieu time off at equivalent to premium rate, consistent with Plant Department regulations:

Custodial

- two (2) weeks maximum to be banked;
- end of June closure of overtime bank;
- mutually agreed scheduling; and
- based on third party events.

Maintenance

- two (2) weeks maximum to be banked;
- end of June closure of overtime bank; and
- mutually agreed scheduling.

**ARTICLE 17 - PAID HOLIDAYS**

17.01

The following days, and any other day(s) proclaimed as a legal holiday by either the Federal or Provincial Government, shall be paid holidays for employees at their regular rate of pay, provided in each instance that each day continues to be a holiday and that as part of the employee's schedule the employee has worked the previous and following day in relation to the observed day, or has been absent on vacation, or due to a legitimate illness or with permission of the employer:

- |                       |                  |
|-----------------------|------------------|
| New Year's Day        | Civic Holiday    |
| Family Day            | Labour Day       |
| Good Friday           | Thanksgiving Day |
| Easter Monday         | Christmas Day    |
| Victoria Day          | Boxing Day       |
| Canada Day - July 1st |                  |

17.02

Employees covered under this Agreement, shall be entitled to two floating holidays in addition to the above-mentioned holidays mentioned in 17.01. The floating holidays will be taken during Christmas break, March break, summer break with no replacement required at a time mutually agreeable to the employee and his/her supervisor. If and when a public holiday is proclaimed by either the Federal or Provincial Government, one floating holiday shall be eliminated on January 1st of the year the proclaimed holiday comes into effect.

17.03

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal



day's pay. Employees who are required and duly authorized to work shall be paid double time for the hours worked, in addition to being paid for the holiday.

## **ARTICLE 18 - VACATIONS**

### 18.01

Employees shall receive the annual vacation with pay in accordance with their years of service as follows:

#### 18.01.01

An employee with less than one (1) year of service shall receive one (1) day's vacation for each month of service to a maximum of ten (10) days.

#### 18.01.02

Two (2) weeks vacation after one (1) year of service,

#### 18.01.03

Three (3) weeks vacation after three (3) years of service,

#### 18.01.04

Four (4) weeks vacation after nine (9) years of service,

#### 18.01.05

Five (5) weeks vacation after seventeen (17) years of service,

#### 18.01.06

Six (6) weeks vacation after twenty-four (24) years of service,

### 18.02

For the purpose of computing vacation, the length of time shall be based from the date of employment to June 30th.

#### 18.02.01

For the purpose of calculating vacation pay, the employee will receive an amount equivalent to a regular week's earnings at the time vacation is taken for the number of weeks' entitlement, as established in this Article.

#### 18.02.02

It is understood that for purposes of computing vacation entitlement, employees hired to start work on the first work day in July, shall be deemed to have started work on July 1st.

### 18.03

On the employee's 3rd, 9th, 17th and 24th anniversary date of service, the employee will be granted the 3rd, 4th 5th and 6th week of vacation entitlement as established in 19.01.03 through 19.01.06, to be taken in accordance with clause 19.06, effective the first day of July following the anniversary.

#### 18.03.01

On the employee's 3rd, 9th, 17th and 24th anniversary date of service, those employees whose anniversary date is not July 1, will receive for each full month of service to the following July 1, one half (1/2) day of vacation credit, to a maximum of five days.

### 18.04

Should an employee have taken a leave of absence without pay during the twelve (12) months immediately prior to June 30th, weekly vacation pay shall be calculated as follows: Subtract the total number of hours lost from total number of hours that would have been worked based on the employee's

regular weekly hours, plus the addition of any overtime hours worked by the employee during the twelve month period.

18.05

Vacation lists shall be posted by April 1st of each year.

18.06

Vacations shall be during the summer recess, Christmas and March breaks of each year for all full time and part-time staff except that those employees who qualify for more than three (3) weeks may take the balance of vacation at a time mutually agreed upon with the Manager of Plant Services. An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

18.07

Should an employee's vacation be interrupted due to serious illness, the employee shall have the option of postponing the employee's vacation upon presentation of a doctor's certificate and upon approval substitute sick leave for vacation, which may be taken at a later date.

18.08

If more than one employee at a given location apply for vacation entitlement during the same period or partial period, the employee with the most seniority will be given preference and where more than one employee at that location have the same seniority date, an official document in the employee's file with the earliest date shall suffice, provided approval for vacation leave is forthcoming.

18.09

Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the vacation period will be adjusted so that the full vacation entitlement is allotted to that employee.

18.10

Vacation Pay on Termination

An employee shall be entitled to a proportionate payment of salary or wages in lieu of any unused vacation when the employee terminates employment.

## **ARTICLE 19 - RETIREMENT**

19.01

Retirement age is as per legislation (OMERS 90 factor) or the employee's personal decision.

19.02

Each employee in the bargaining unit working more than 700 hours per year, shall as a condition of employment, join the Ontario Municipal Employees' Retirement System (OMERS) Plan.

## **ARTICLE 20 - SICK LEAVE**

[Sick Leave provisions are also provided in Section C6.00 of Part A – Central Terms. and Letter of Understanding #8 Part A: Central](#)

20.01

WSIB provisions are provided in section C6.1 f) of Part A – Central Terms.

21.02

An employee prevented from performing the employee's regular work with the employer due to an

occupational illness or accident shall have a physician or therapist complete a WSIB Functional Abilities form.

#### 20.03

The employer shall keep a sick leave register for each employee. All employees will be advised annually as to the amount of accumulated sick leave. The employee has the right to inspect the employee's record at a time agreed upon with the Superintendent of Education responsible for Human Resources Services.

#### 20.04

In the event of a dispute, grievance procedures shall be followed.

#### 20.05

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of four (4) working days, certifying that such employee is unable to carry out his/her duties due to illness. However, should an employee have continued absences of less than four (4) working days, the Superintendent of Education responsible for Human Resources Services has the right to request a medical certificate for such absence.

## **ARTICLE 21 - LEAVES OF ABSENCE**

#### 21.01

##### Compassionate Leave

Compassionate leave shall be granted by the Superintendent of Education responsible for Human Resources Services through the Manager of Plant Services for the following:

- a) For death in the immediate family (spouse, father, mother, guardian, brother, sister, son, daughter, grandparents, grandchildren, and immediate in-laws) up to five (5) consecutive school days per occurrence without loss of pay, seniority/experience, benefits or sick leave credits.
- b) For death in an Employee's extended family (aunts, uncles, nephews, and nieces) may be granted up to three (3) consecutive school days per occurrence without loss of pay, seniority/experience, benefits or sick leave credits.
- c) For death of other persons close to the Employee up to one (1) school day per occurrence without loss of pay, seniority/experience, benefits or sick leave credits.

#### 21.02

##### Personal Leave (Capped at 5 days in total)

##### 21.02.01

Personal leave may be granted by the Superintendent of Education responsible for Human Resources Services and through the immediate supervisor for the following:

- a.) attendance to sit for examinations
- b.) adoption of children (interviews, etc.)
- c.) calamity involving home or property
- d.) accident involving the employee's time and immediate family
- e.) other legal proceedings, requiring the employee's presence to which the employee is not a party or one of the person's charged
- f.) in cases of serious illness of a family member as defined in Article 21.01 a) Upon the request of the Superintendent of Education responsible for Human Resources Services or immediate supervisor at the time of the request of the leave a doctor's certificate, if required, shall be provided upon the employee's return to work.

Personal Leave – no deductions

21.02.02

Personal leave may be granted by the Superintendent of Education responsible for Human Resources Services and through the immediate supervisor with no deductions for the following:

- a.) jury duty (minus jury duty fee)
- b.) quarantine
- c.) Graduation of family members including self, son, daughter, wife, or husband (Acceptable graduations include Grade 8, Secondary, or Post-Secondary graduations).
- d.) observance of a Holy Day

21.02.03

Inclement Weather

An employee who is not able to work either at the employee's regular work place or at an accessible work place, due to inclement weather, shall not lose any pay.

21.03

Leave of Absence Without Pay

21.03.01

Short Term Leave of Absence

The Manager of Plant Services or designate may grant a leave of absence up to two weeks with two weeks prior notice, without pay, to employees for personal reasons.

21.03.02

Long Term leave of Absence

The Superintendent of Education responsible for Human Resources Services or designate may grant a long term leave of absence of more than two (2) weeks and up to one (1) year (with two weeks prior notice) without pay to employees for personal reasons. During such leave an employee's seniority shall be maintained but shall not accrue. As well, during such leave the Employer shall temporarily fill the position in accordance with a posting procedure and or the training program. The employee on leave may make arrangements to continue the benefits described in Article 24 at the employee's own expense.

21.04

Union Leave

21.04.01

The employer may grant a leave of absence of not more than two (2) weeks at any one time without pay and without loss of seniority to not more than four (4) employees for not more than thirty (30) working days per year, to attend a Union Conference or Convention. Not more than two (2) employees shall be allowed to attend from one (1) school. Leave will be granted provided that such leave of absence is requested by notice in writing at least five (5) working days prior to the date of the employee's expected absence from work.

21.04.02

All leaves of absence must be granted in writing and shall specify the duration of the leave of absence and the conditions, if any, which apply to the leave of absence.

21.04.03

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance/arbitration they shall suffer no loss of pay for the time spent.

21.04.04

Leave of absence for up to two (2) years without pay shall be granted to members of the Union to fill an elected position within CUPE or the Labour Movement. Seniority will continue to accrue within the bargaining unit.

## **ARTICLE 22 - PREGNANCY/PARENTAL LEAVES OF ABSENCE**

Pregnancy/Parental Leaves of Absence provisions are provided in Letter of Understanding #2 – Central Terms

22.01

Maternity Leave will be consistent with the Employment Standards Act.

22.02

The employee shall be paid, upon request, all vacation pay accruing to the commencement of the leave of absence.

22.03

Application for leave shall be in writing stating the period of leave requested, signifying the date on which the employee wishes to cease work. Return date shall be verified in writing four (4) weeks prior to return.

22.04

Application for maternity leave shall be forwarded to the Superintendent of Education responsible for Human Resources Services at least three (3) months prior to confinement or when leave is to start.

22.05

Employees taking leave under this Article will have the Board maintain its share of fringe benefits for a maximum of seventeen (17) weeks. After seventeen (17) weeks, employees may maintain benefit coverage by paying 100% premiums in advance or by a method of payment mutually agreed upon by the employee and the Supervisor of the Payroll Department.

22.06

Leave shall be available to employees covered under this Agreement who adopt a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt on the understanding that it may be necessary for the employee to cease duties immediately the child becomes available, in which case the immediate supervisor shall make such accommodations that are mutually acceptable to the employee and the immediate supervisor.

22.07

No period of leave shall be beyond eighteen (18) months. After eighteen (18) months' leave, it is understood that the employee ceases to be part of the staff covered under this Agreement and is considered to have resigned.

22.08

The length of leave shall be thirty-five (35) weeks or shorter period as requested by the employee. Six (6) weeks of the leave shall be prior to delivery.

## **ARTICLE 23 - SICK LEAVE CREDIT GRATUITY**

(See also [Appendix B Part A: Central](#) and [Letter of Understanding #2 Part A: Central](#))

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.”

23.01

An Employee who has completed ten (10) years of continuous service with the Board or its predecessors

immediately prior to retirement and who has reached the minimum age for collecting a pension under OMERS at the time of resignation regardless of participation in the OMERS pension plan shall be entitled to the payment of a gratuity on retirement.

23.02

The retirement gratuity will be calculated based on the following formula:

$$\frac{a}{200} \times b\% \text{ of Employee's annual salary at date of retirement}$$

where "a" is the number of days of cumulative sick leave credits at date of retirement (not to exceed 200 days) and "b" is a percent based on the following schedule:

<u>Completed years of Continuous Service with this Board or Predecessor of this Board</u>	<u>Percent</u>
10	30
11	32.5
12	35

and 2.5% additional per completed year to a maximum of 50%.

Examples:

12 years of service = # of days (up to 200)/200 x 35/100 x Employee's annual salary at time of retirement

18 years of service = # of days (up to 200)/200 x 50/100 x Employee's annual salary at time of retirement

22 years of service = # of days (up to 200)/200 x 50/100 x Employee's annual salary at time of retirement

23.03

For Employees who were not previously eligible for a retirement gratuity (former Grey County Board of Education Employees) the maximum retirement gratuity payable is as follows:

during the year 2001	5% of annual salary
during the year 2002	10% of annual salary
during the year 2003	15% of annual salary
during the year 2004	20% of annual salary
during the year 2005	25% of annual salary
during the year 2006	30% of annual salary
during the year 2007	35% of annual salary
during the year 2008	40% of annual salary
during the year 2009	45% of annual salary
during the year 2010	50% of annual salary

23.04

An Employee shall be deemed to be retiring and eligible for this gratuity if the Employee has reached the minimum age for collecting a pension under OMERS at the time of resignation regardless of whether the Employee belongs to OMERS or not.

23.05

In the event of the death of an Employee, the amount of the retirement gratuity accumulated by the Employee with this Board or its predecessors on the date of the employee's death shall be paid to the Employee's beneficiary or the Employee's estate.

23.06

An Employee who applies to the Board and receives an approved Leave of Absence (full or part-time) within two years of his/her eligible retirement age as determined by OMERS shall be eligible to receive a sick leave gratuity upon retirement, based on the applicant's full time equivalent status at the time of application for leave.

## ARTICLE 24 – BENEFITS

Benefits provisions are also provided in Section C5.00 of Part A – Central Terms.

The Benefit Plan will remain unchanged from the previous year, September 1, 2014 to August 31, 2019 [Dental, Extended Health Coverage (including Vision care), EAP, Life Insurance including Accidental Death and Dismemberment and Long Term Disability Insurance (optional at employee expense)]. The employer shall pay 90% of the cost of the benefit plan. The employee shall pay 10% of the cost of the benefit plan.

The Employer may change the carrier of the benefit plan provided the change is carrier only. Any adjustment to the plan must be the same or greater than the current benefit level and is subject to the express approval of the union.

## ARTICLE 25 - JOB CLASSIFICATION AND RATES OF PAY

25.01 *EFFECTIVE (Hourly Rate)*

<u>Classification</u>	<u>Sept. 1/19</u>	<u>Sept. 1/20</u>	<u>Sept. 1/21</u>
Head Custodian-Secondary	24.86	25.11	25.36
Head Custodian-Elementary	23.52	23.76	24.00
Assistant Head Custodian	22.81	23.04	23.27
Custodian	22.32	22.54	22.77
Casual	15.85	16.01	16.17
Courier	22.32	22.54	22.77
Lead Hand Maintenance	27.06	27.33	27.60
Licensed Maintenance/Certified	26.71	26.98	27.25
General Maintenance/Skilled	24.19	24.43	24.67
Maintenance - Semi-Skilled	22.32	22.54	22.77

25.02

Based upon 40 hours per week and 2,080 hours per year.

## ARTICLE 26 - GENERAL

26.01

Employees required to use their own vehicles on behalf of the employer's business shall be paid a travel allowance equal to the prevailing Board rate.

26.02

A copy of the CUPE Collective Agreement shall be available to all members online.

26.03

The employee's personnel records at the Education Centre may be examined by the employee once per

year at a time convenient with the Superintendent of Education responsible for Human Resources Services.

26.03.01

It is understood that during the examination of the personnel records, the Superintendent of Education responsible for Human Resources Services will be present.

26.03.02

Upon request, copies of the employee's records will be made available to the employee.

26.04

The Labour-Management Committee will meet at the request of either party to discuss matters of mutual concern or matters that are not covered under the provisions of this Agreement.

26.05

The employer agrees to supply required tools and toolbox with lock, for use by the maintenance staff, as determined by the Manager of Plant Services. The employee will be held accountable for all tools issued to the employee.

26.06

Supervision

Supervision of students shall not be assigned to custodial and maintenance staff. However, the parties agree that all school based staff have a responsibility to ensure that a safe school environment is maintained at all time.

## **ARTICLE 27 - CLOTHING AND FOOTWEAR ALLOWANCE**

27.01

The employer shall provide to all employees, as defined in Article II, clause 2.02.01, an annual combined allowance as listed below, to be used for the purposes of purchasing uniforms and safety footwear as defined by the Board.

27.01.01

Combined Clothing and Footwear Allowance: (per year)

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Custodians –	\$212.10	\$214.22	\$216.36
Maintenance –	\$272.70	\$275.43	\$278.18

27.02

For custodians working 20 hours or less per week, the annual combined clothing and safety footwear allowance will be: (per year)

<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
\$171.70	\$173.42	\$175.15

27.03

It is understood that the above allowance apply to new employees hired prior to September. New employees hired prior to January shall receive the above allowance at the time of hiring and shall not be entitled to further clothing allowance until the subsequent January.

27.04

Replacement of uniforms and safety footwear will be granted as required, but only after inspection of those articles needing to be replaced due to normal wear relating to the job.



## ARTICLE 28 - SELF FUNDED LEAVE PLAN

### 28.01

Description: Self funded leave plan has been developed to afford employees the opportunity of taking up to a one year leave of absence and, through deferral of salary, finance the leave subject to the regulations under the Income Tax Act.

### 28.02

Qualifications: In order to be eligible to participate in the plan, an employee must have three years service with the employer.

### 28.03

#### Application

#### 28.03.01

An employee must make written application to the Director of Education on or before March 31 requesting approval to participate in the plan.

#### 28.03.02

On or before April 30 the Director of Education or designate will reply in writing stating whether or not the application has been approved and providing an explanation if the application has been denied.

#### 28.03.03

The right to reject or approve individual requests to participate in the plan shall rest solely with the employer. The major but not the sole criterion to be used in granting approval for participation in the plan will be years of service with the board.

### 28.04

#### Salary Formula

#### 29.04.01

In each year of the Plan preceding the year of the leave, an employee will be paid 80% of his/her annual salary. The remaining 20% of annual salary shall be deferred and deposited to a separate trust account at the Chesley, Ontario branch of the Canadian Imperial Bank of Commerce with an account heading "Bluewater School Board In Trust for [name of employee]". The amount deposited to this account together with interest earned shall be retained for the employee to finance the year of leave. Consideration will be given to a request for a leave to be financed by deduction of a larger amount of salary over a shorter period of time. For example, deduct for three years to finance a leave in the fourth year or deduct for two years to finance a leave in the third year.

#### 28.04.02

At the commencement of the leave of absence, the amount deposited to the employee account plus accrued interest to that date shall be transferred to the general account of the Board to pay the employee's salary, and no further interest shall be earned.

#### 28.04.03

On or before August 31, just prior to commencement of the leave, the participating employee shall select one of the following methods of salary on or before the leave of absence:

- a) A lump sum payment of the entire year's salary on or before September 20.
- b) 40% of salary on or before September 20 and 60% of salary on or before January 20.  
If this option is selected the employee may continue to direct the type of investment account to be used for the 60% amount retained to January 20. Payment on January 20 will include the total amount on deposit together with interest earned up to and including that date.
- c) Payment as per method detailed in the collective agreement in force at the time.

#### 28.04.04

The type of investment account shall be selected by the employee who will inform the bank and the employer by August 15 of each year regarding the type of investment account into which the current amount and/or new deposits will be placed for the period September 1 to August 31. Notwithstanding the above, with the approval of the Bank, the employee may direct, during the period September 1 to August 31, a change in the type of investment account previously selected.

#### 28.05

##### Staff Benefits

#### 28.05.01

While an employee is enrolled in the plan and not on leave, and subject to the approval of the carrier, any salary related staff benefits shall be maintained at the same level as if the employee was receiving 100% of his/her salary. While on leave staff benefits shall continue in force, subject to the carrier. Salary related benefits shall be maintained according to the salary the employee would have received in the year prior to taking the leave had he not been enrolled in the plan, and subject to the approval of the carrier.

#### 28.05.02

While on leave, the total premium cost for all staff benefits shall be paid by the employee.

#### 28.06

##### General Conditions

#### 28.06.01

Upon return from leave the employee shall be entitled to sick leave credits accumulated prior to commencement of the leave but no sick leave credits may be earned during the leave.

#### 28.06.02

Employees on permanent layoff must withdraw from the Plan.

#### 28.06.03

An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at discretion of the Employer.

#### 28.06.04

In the event of withdrawal, the employee shall be paid a lump sum adjustment for any monies deferred to the date of withdrawal plus accrued interest. Repayment shall be made within sixty (60) days of the date of withdrawal. The lump sum adjustment may be paid to the employee in some other manner and on some other date or dates as mutually agreed between the employee and the Employer.

#### 28.06.04.01

The employee will pay an administration fee of \$100.00 in the event of withdrawal from the Self Funded Leave Plan.

#### 28.06.05

In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the employer may defer the time of the leave. In this instance, an employee may choose to remain in the Plan or withdraw from the Plan.

#### 28.06.06

Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the employee's estate.

28.06.07

All employees wishing to participate in the Plan shall be required to sign a contract supplied by the Employer before final approval for participation will be granted.

28.06.08

The Employer will co-operate in making such pension deductions as are requested by the employee and approved by OMERS.

28.06.09

Every employee participating in the Self Funded Leave Plan shall receive a semi-annual review statement copy of his/her S.F.L.P. trust account by January 1 and June 30 of each year indicating the following:

- a) current contributions;
- b) current interest earned;
- c) total contributions to date;
- d) total interest to date.

## **ARTICLE 29 - EMPLOYMENT INSURANCE REBATE**

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

## **ARTICLE 30 - TERM OF AGREEMENT**

30.01

This Agreement shall be for a term commencing on the 1st day of September 2019 and ending on the 31st day of August 2022 and shall continue from year to year thereafter.

30.02

During the term of this Collective Agreement, amendments, deletions or additions to any of the Articles herein, together with date of implementation, shall be made in writing and only by mutual consent of the parties.

30.03

During the term of this Collective Agreement, if additional funding is provided to fund salaries for support staff that is greater than negotiated, increases will be adjusted to reflect Ministry of Education funding for support staff.

IN WITNESS WHEREOF the Parties have caused this collective agreement to be signed by their respective, duly authorized representatives.

DATED at Chesley, Ontario this 22 day of December, 2020.

**BLUEWATER DISTRICT SCHOOL BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1176**

J. Wilder

[Signature]

[Signature]

Jim Ann

[Signature]

[Signature]

Brent Wood

Adams

Runcan McNeil

[Signature]

[Signature]

[Signature]

## LETTER OF AGREEMENT: Re: Redeployment Committee

### LETTER OF UNDERSTANDING

RE: Redeployment Committee

Between

Bluewater District School Board

And

CUPE Local 1176

In the event of reorganization or a reduction in the workforce, a Redeployment Committee shall be established no later than two (2) weeks after the notice of layoff or reduction is given to the Union.

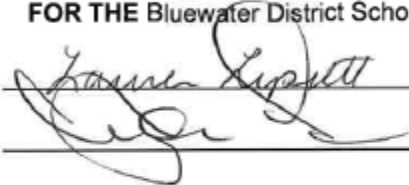
The mandate of the Committee is to:

- I. Identify and propose alternatives to the proposed layoff(s) or elimination of position(s) including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the employer which could be performed by the bargaining unit employees;
- II. Identify vacant positions, or positions which may become vacant, within a twelve (12) month period which are either:
  - a. Within the bargaining unit
  - b. Within another CUPE bargaining unit
  - c. Not covered by a Collective Agreement
- III. Identify retraining needs of workers and facilitate such training.
- IV. The parties shall make every effort to find alternatives to lay-offs.
- V. The parties shall negotiate voluntary early retirement and severance packages.
- VI. The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at the regular or premium rate, whichever is applicable.
- VII. Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.



VIII. The Employer shall provide to the Redeployment Committee all pertinent staffing, work organization and financial information necessary for the Committee to carry out its mandate.

Dated this 22<sup>nd</sup> day of December, 2020 at Chesley, ON

**FOR THE Bluewater District School Board**

  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176**

  
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**LETTER OF AGREEMENT: Re: Portables**

**LETTER OF UNDERSTANDING**

**RE: Portables**

**Between**

**Bluewater District School Board**

**And**

**CUPE Local 1176**

The Parties agree that when a work site has been assigned extra work hours due to the addition of a portable, the work site will also lose the work hours when the portable is removed from the school.



(If the relationship between the benefiting member and that work site is no longer relevant, the hours associated with portables will be assigned as per Article 12.10 and the junior member at the work site will lose hours.

Dated this 22<sup>nd</sup> day of December, 2020 at Chesley, ON

**FOR THE Bluewater District School Board**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176**

  
\_\_\_\_\_  
  
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# LETTER OF AGREEMENT: Re: Working Conditions

## LETTER OF UNDERSTANDING

RE: Working Conditions and Related Matters

Between

Bluewater District School Board

And

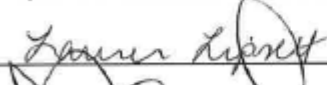

CUPE Local 1176

During the time period covered by this collective agreement, September 1, 2019 to August 31, 2022, the parties agree to the following:

- No change to the custodial staffing formula
- FTE maintenance of 17
- Apprenticeships will be offered internally when consistent with apprenticeship program requirements
- 60% replacement for absenteeism, vacation, family or other leaves
- Any personnel adjustment due to further facility closures or partial closures, will be addressed through the Letter of Understanding RE: Baseline Staffing

Dated this 22<sup>nd</sup> day of December, 2020 at Chesley, ON

FOR THE Bluewater District School Board

  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176

  
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# LETTER OF AGREEMENT: Re: EI Premiums and Paid Sick Leave

## LETTER OF UNDERSTANDING

RE: EI Premiums and Paid Sick Leave

Between

Bluewater District School Board

And



CUPE Local 1176

Whereas the above noted parties wish to maintain the employment insurance premium reduction and thereby agree to the following condition:



- One and two thirds days of pay sick leave per month will be provided for use in the case of personal disability.

Dated this 22<sup>nd</sup> day of December, 2020 at Chesley, ON

FOR THE Bluewater District School Board

  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176

  
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# LETTER OF AGREEMENT: Re: Use of Co-op Students

## LETTER OF UNDERSTANDING

RE: Use of Co-op Students

Between

Bluewater District School Board

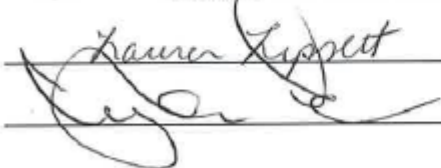
And

CUPE Local 1176


Co-op students will only be engaged in the maintenance department, not in the custodial department. The use of co-op students will be discussed at a Labour/Management Meeting prior to implementation. (Casual hours will not be affected since maintenance does not have casual hours.)

Dated this 22<sup>nd</sup> day of December, 2020 at Chesley, ON

FOR THE Bluewater District School Board

  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176

  
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**LETTER OF AGREEMENT: Re: Painting Duties**

LETTER OF UNDERSTANDING

RE: Painting Duties

Between

Bluewater District School Board

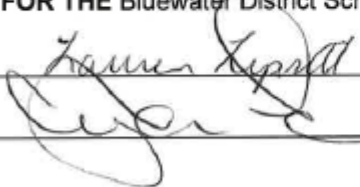
And

CUPE Local 1176


Contract painters will not replace the previous painting duties normally performed by the Bargaining Unit, consistent with Article 4.08.


Dated this 22nd day of December, 2020 at Chesley, ON

FOR THE Bluewater District School Board

  
\_\_\_\_\_

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176

  
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# LETTER OF AGREEMENT: Re: On-The-Job Training

## LETTER OF UNDERSTANDING

RE: On-The-Job Training

Between

Bluewater District School Board

And

CUPE Local 1176

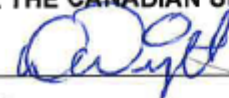
When the Employer deems it necessary that an existing job or newly created position requires training or specific license requirements, the employer shall provide the required training at its expense both on and off the job when approved by the Board.

Dated this 22nd day of December, 2020 at Chesley, ON

FOR THE Bluewater District School Board

  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176

  
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# LETTER OF AGREEMENT: Re: Contracting In and Contracting Out

## LETTER OF UNDERSTANDING

RE: Contracting In and Contracting Out

Between

Bluewater District School Board

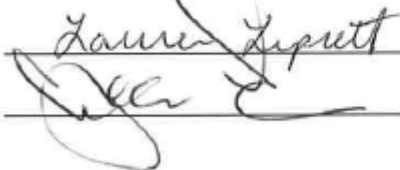
And

CUPE Local 1176


The parties agree that within 12 months of ratification, the Labour/Management Committee will begin to study the feasibility of contracting in of services previously contracted out. This study shall be completed during the term of this collective agreement. The parties shall then discuss any recommendations from the Committee.

Dated this 22<sup>nd</sup> day of December, 2020 at Chesley, ON

FOR THE Bluewater District School Board

  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176

  
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# LETTER OF UNDERSTANDING: Re: Earning Equity Commitment

LETTER OF UNDERSTANDING

RE: Earning Equity Commitment

Between

Bluewater District School Board

And

CUPE Local 1176

The Board agrees that during the term of this collective agreement (September 1, 2019 to August 31, 2022), any increases in base rate earnings above the PDT agreement rates for any employee bargaining units will also be added to the CUPE grid. This calculation will exclude extraordinary circumstances.


If necessary, this matter will be reviewed with the union for adjustment.

Dated this 22<sup>nd</sup> day of December, 2020 at Chesley, ON

FOR THE Bluewater District School Board

  
\_\_\_\_\_

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) Local 1176

  
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SHADED FOR HISTORICAL

**LETTER OF AGREEMENT: Re: Benefits**

**LETTER OF AGREEMENT**

**RE: Benefits**

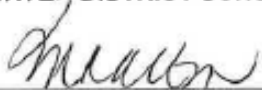
The parties agree that effective September 2009, the Board shall provide CUPE with benefit enhancement costings. These will be applied for CUPE's share of the August 18, 2008 B:10 Memo, Appendix 13 – Benefits and Other Working Conditions - Bluewater total approximately \$305,408 (approximately \$155/FTE) in 2010. This amount will exclude increases in benefit premiums due to inflationary increases on current benefit coverages.

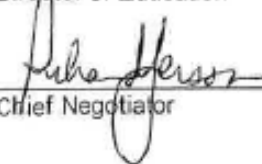
These benefits may include, but are not restricted to:

- Board paid benefits to age 65 for employees retiring under the OMERS 90 factor.
- 100% paid benefits with no change in content or carrier unless approved by C.U.P.E. Local 1176.
- Current O.D.A. rates.
- Increase vision care to \$500.00 including laser.
- Life insurance to age 70 with employee option to continue premiums for life.

DATED at Chesley, Ontario this 8th day of November, 2008.

**BLUEWATER DISTRICT SCHOOL BOARD**

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

  
\_\_\_\_\_  
Chief Negotiator

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1176**

  
\_\_\_\_\_  
President, CUPE Local 1176

  
\_\_\_\_\_  
CUPE National Representative

SHADED FOR HISTORICAL

## LETTER OF AGREEMENT: Re: Baseline Staffing

### LETTER OF AGREEMENT

#### RE: Baseline Staffing

CUPE bargaining unit numbers for the May 27, 2008 Provincial Discussion Table Agreement will be set at 168 FTE for the 2008-2009 school year.  
(6000 Custodian hours/150 FTE, 40 Courier hours/ 1 FTE, 680 Maintenance hours/17 FTE)

Further projections are not available.

The enhancement listed in Appendix 8: School Operations- of the August 18, 2008 2008: B10 Memo will be fully used to address custodial/maintenance staffing issues considering:

- existing staffing formula (Bluewater District School Board Administrative Procedure Custodial Loading Formula AP7352-D)
- the importance of maintaining school buildings and grounds in good physical conditions.

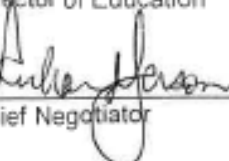
This enhancement will be applied in 2009-10 up to the value of this allocation in the following order:

- Offset staff reductions in custodial/maintenance staff that may have otherwise have occurred between 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional bargaining members in 2009-10 up to the value of this new allocation.


DATED at Chesley, Ontario this 8th day of November, 2008.

BLUEWATER DISTRICT SCHOOL BOARD

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

  
\_\_\_\_\_  
Chief Negotiator

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1176

  
\_\_\_\_\_  
President, CUPE Local 1176

  
\_\_\_\_\_  
CUPE National Representative



## Appendix A: Anniversary Vacation Entitlement Calculation

On the employee's 3<sup>rd</sup>, 9<sup>th</sup>, 17<sup>th</sup> and 24<sup>th</sup> anniversary date of service, the employee will be granted vacation entitlement based on ½ day per month to a maximum of 5 days.

Only full days will be awarded.

For calculation purposes the month that the seniority date occurs will be recognized as the starting point e.g. Anniversary date of February 28<sup>th</sup>. This will be calculated as February 1<sup>st</sup>.

The additional vacation entitlement days shall be taken after the anniversary but not before September 1<sup>st</sup> of the year granted.

Each full month will accrue .5 days.

Vacation days must be used by June 30th.

### EXAMPLES:

Anniversary Date: July 10<sup>th</sup>.

Calculation: July 1<sup>st</sup> to June 30th.

12 months X .5 days = 6 days

Entitlement = 5 days (taken after September 1<sup>st</sup>)

Anniversary Date: September 12<sup>th</sup>.

Calculation: September 1<sup>st</sup> to June 30th.

10 months X .5 days = 5 days

Entitlement = 5 days

Anniversary Date: March 2<sup>nd</sup>.

Calculation: March 1<sup>st</sup> to June 30th.

4 months X .5 days = 2 days

Entitlement = 2 days

Anniversary Date: December 30<sup>th</sup>.

Calculation: December 1<sup>st</sup> to June 30th.

7 months X .5 days = 3.5 days

Entitlement = 3 days

Anniversary Date: June 1<sup>st</sup>

Calculation: June 1<sup>st</sup> to June 30th.

1 month X .5 days = .5 days

Entitlement = 0 days

Use of this vacation is to be mutually agreed upon with the Manager of Plant and Sites or Designate.

## Appendix B: OMERS Contributory Earnings

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non-grievable. For more information employees may access the OMERS web site at [www.omers.com](http://www.omers.com). The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, merit pay and commissions);
- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance and canine allowance);
- pay for time off in lieu of overtime;
- pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of the contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- payment for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the

first day of the month following the revised retirement date.

## Appendix C: Compassionate Care Benefits – under Employment Insurance

Compassionate care benefits are paid to persons who have to be away from work temporarily to provide care or support to a family member who is gravely ill with a significant risk of dying within the next 26 weeks.

**Payment** may be made up to a maximum of 6 weeks.

Eligibility is based on “qualifying” by working 600 insured hours in the last 52 weeks and a decrease of more than 40 % in regular weekly earnings.

**Family members** include:

- your child or the child of your spouse or common-law partner;
- Your wife/husband or common-law partner;
- Your father/mother;
- Your father’s wife/ mother’s husband including common-law partner;
- The common-law partner of your father/mother;
- Brother or sister and stepbrother and stepsister;
- Grandparents or step-grandparents, aunt, uncle and their spouse or partner
- (additional categories of family members are listed on the Service Canada website)

**Care or Support** to a family member means: providing psychological or emotional support, or arranging for care by a third party or directly providing or participating in the care.

You can share the 6 weeks compassionate care benefits with other family members who must also apply and are eligible for those benefits.

**Medical certificate** as proof of the family members needs for care or support and risk of death within 26 weeks will be required.

**Application procedure** is through submission of an EI application on-line or in person at your local Service Canada Centre.

You must request your **Record of Employment (ROE)** from your last employer

**Waiting Period** (unpaid) for 2 weeks must be served before the 2 week waiting period.

Amount received is 55% of your average insured earnings to a maximum of \$435 per week.

**Further information** is available [www.servicecanada.gc.ca](http://www.servicecanada.gc.ca) (select language of communication option) then in the ‘services by subject’ list select “income assistance” then select “Employment Insurance Compassionate Care Benefit” or directly from the nearest Service Canada Centre office. The list of offices is available on the website.

November 27, 2008