

# Collective Agreement

~between~

The Hamilton-Wentworth District School Board

**HWDSB**

~and~

The Canadian Union of Public Employees,  
and its Local 4153

***CUPE·SCFP***

September 1, 2014 - August 31, 2017

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# CUPE – PART A: CENTRAL TERMS

## C1.00 Structure and Organization of Collective Agreement

### C1.1 Separate Central and Local Terms

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

### C1.2 Implementation

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

### C1.3 Parties

The parties to the collective agreement are the school board or school Authority and the Union.

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, 2014 to August 31, 2017, 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*.
- b) 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.
- c) Notice to bargain centrally constitutes notice to bargain locally.

- d) 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**

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**

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

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

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**

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

**C4.8 Carriage Rights**

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 the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 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**

Parties have agreed to participate in the Provincial Benefit Trust set out in the appended Letter of Understanding subject to 4.2.1(c). The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

### **C5.1 Funding**

The funding per full-time equivalent will be calculated as per the appended Letter of Understanding.

### **C5.2 Cost Sharing**

a) The total funding in C5.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.

b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

### **C5.3 Payment in Lieu of Benefits**

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.

## **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.

**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.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under a 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 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) days at 100%–wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary 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 a 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. 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**

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 required 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 a form prescribed by the Board.

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 Benefit 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 OTTP 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 OTTP 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 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 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 OSBCC 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/SEB**

### **C12.1 Family Medical Leave or Critically Ill Child Care Leave**

- a) Family Medical Leave or Critically Ill Child Care 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 Vested Retirement Gratuity Voluntary Early Pay-out**

- C13.1**
- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix B shall have the option of receiving a payout of his/her gratuity on the employee's first pay date in the 2016/2017 school year, or on the employee's normal retirement date.
  - b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

**Pursuant to b) above, the following will apply:**

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix B. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016. The average retirement age shall be based on the 2015 OMERS NRA65 data for all CUPE members in district school boards.
- d) If an Employee is older than the average age noted in c) above as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

### **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  
CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS  
NOTICE OF CENTRAL DISPUTE**

<b>Name of Board where Dispute Originated:</b>	
<b>CUPE Local &amp; Bargaining Unit Description:</b>	
Policy <input type="checkbox"/> Group <input type="checkbox"/> Individual <input type="checkbox"/>	<b>Grievor's Name (if applicable):</b>
<b>Date Notice Provided to Local School Board/CUPE Local:</b>	
<b>Central Provision Violated:</b>	
<b>Statute/Regulation/Policy/Guideline/Directive at issue (if any):</b>	
<b>Comprehensive Statement of Facts (attach additional pages if necessary):</b>	
<b>Remedy Requested:</b>	
<b>Date:</b>	<b>Signature:</b>
<b>Committee Discussion Date:</b>	
Withdrawn <input type="checkbox"/>	Resolved <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/>
<b>Date:</b>	<b>Co-Chair Signatures:</b>
<b>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.</b>	

## 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 de district catholique Centre-Sud
  - 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.

# 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, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

**Issues:**

Paid Vacations and Holidays (including statutory holidays)  
Work week  
Work year (excluding local arrangements related to summer scheduling)  
Hours of Work  
Preparation Time  
Staffing levels (including staffing levels related to permits and leases and replacement staffing)  
Job Security as it Relates to Technological Change  
Allowances



## 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 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. The following language must, however, be aligned with current local provisions in order to reflect the provisions of CUPE's 2012-2013 MOUs. 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**

The following pregnancy/parental/SEB language provides a change from an entitlement of six (6) weeks to an entitlement of eight (8) weeks.

#### **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.

### **WSIB TOP-UP**

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

### **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.

DRAFT

## 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, 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, 2017.

## **LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**Re: Professional Development**

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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.

**DRAFT**

## LETTER OF UNDERSTANDING #5

### BETWEEN

**The Council of Trustees' Associations/  
Le Conseil d'associations d'employeurs  
(hereinafter called 'CTA/CAE')**

### AND

**The Canadian Union of Public Employees  
(hereinafter called 'CUPE')**

### RE: Scheduled Unpaid Leave Plan

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The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 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) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year; 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 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 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 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. 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, 2017.

DRAFT



# LETTER OF UNDERSTANDING #6

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 Education Worker Diverse and Inclusive Workforce Committee (Committee) will produce a summary document that will identify and promote best practices that support diversity, equity, and inclusion.

The summary document, once endorsed by the Canadian Union of Public Employees (CUPE) and the Council of Trustees' Associations (CTA), will be translated into the French language and distributed to all school boards where there are CUPE-represented members employed and to all corresponding CUPE/SCFP locals no later than October 31, 2016.

## **III. SCOPE**

The Committee will explore and identify best practices that promote the continued development of positive, respectful work environments committed to equity, inclusion and diversity.

All best practices identified in the summary document should be based on evidence of positive results/impact.

The committee's scope will include identifying best practices related to recruitment, promotion and retention of a diverse workforce. As part of their work the committee will

consider relevant resources applicable to the education sector, such as PPM 119 of April 2013, and the recommendations of the Ontario First Nation, Métis, Inuit Education Policy Framework, 2007.

The committee's scope will not include employment equity and/or pay equity.

#### **IV. 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.

#### **V. 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.

#### **VI. MEETINGS**

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee will meet three (3) times during its term, or more if mutually agreed. The term of the Committee shall end on or before October 31, 2016 unless mutually agreed to by the Parties to extend.

#### **VII. 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 #7**

**BETWEEN**

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

**AND**

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

### **Re: Long Term Disability (LTD) Plan Working Group**

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The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and CUPE members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

## **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**

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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.

The parties further agree that any graduated return to work plans that are approved no later than 30 days after the ratification of local collective agreement terms shall not be negatively impacted by the provisions of Article C6.1 g) for the fiscal year in which they were approved.

**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**

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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 start-up 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) (i) 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 31<sup>st</sup> 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
- h) member life benefit coverage information.



# LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

The Canadian Union of Public Employees  
(hereinafter "CUPE")

Re: List of Arbitrators

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The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2014 – August 31, 2017, as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn  
John Stout  
Paula Knopf  
Mort Mitchnick  
Brian Sheehan

French Language:

Michelle Flaherty  
Brian Keller  
Kathleen O'Neil  
Michel Picher  
Bram Herlich

# LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

**Re: Central Labour Relations Committee**

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

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

## 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

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### Re: Early Childhood Educators Work Group (FDK)

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The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and CUPE representatives shall convene to consider and make recommendations concerning Early Childhood Educators including, but not limited to the following:

- Hours of work
- Preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development
- the feasibility of establishing Itinerant Lead positions within the bargaining unit.

The work group shall make joint recommendations to the parties no later than June 30, 2016.

# 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

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**Re: Ministry Initiatives**

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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 schools 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 #14

BETWEEN

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

AND

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

AND

**The Crown**

**Re: Provincial Health and Safety Working Group**

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The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group. 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. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for CUPE members;
- Caring and Safe Schools as it relates to CUPE members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

CUPE will be entitled to equal representation on the Provincial Health and Safety Working group.

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

## LETTER OF UNDERSTANDING #15

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**

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CUPE will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and CUPE no later than November 30, 2016.

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

# LETTER OF UNDERSTANDING #16

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**

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The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of these additional PA days. 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.

# CUPE – PART B: LOCAL TERMS

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## Article 1 – Recognition

- 1.01** The Board recognizes the Union as the sole and exclusive bargaining agent for regular full-time and regular part-time Assistant Caretakers, Caretakers, Head Caretakers, Cooks, Maintenance 1, 2 and 3 staff and HVAC Multi-Ticket as defined in Appendix “B”, in its employ including:
- a) regular full-time employees employed more than 20 hours per week,
  - b) regular part-time employees employed for 20 hours per week or less,
  - c) casual assistants performing work of the bargaining unit,
  - d) temporary employees performing work of the bargaining unit, save and except educational assistants, cafeteria and lunchroom supervisors, office staff, foremen and persons above the rank of foreman, co-op students on work experience as part of a Stationary Engineering course from a Community College, occasional teachers, summer and evening school teachers, with respect to hours of work wages and salaries, pension, employee benefit plans, health and safety and other working conditions.
- 1.02** For the purposes of this agreement:
- a) a regular full-time employee shall be defined as a person appointed to staff and regularly employed for more than 20 hours per week.
  - b) A regular part-time employee shall be defined as a person appointed to staff and regularly employed for 20 hours per week or less.
  - c) A “casual” employee shall be defined as a person not appointed to the regular staff, who is either a provisional worker or on the Board’s “Casual Assistant” list.
  - d) A “temporary” employee shall be defined as a bona fide summer student who works less than five (5) months.
- 1.03** The sole terms and conditions of employment applicable to casual and temporary employees under the Agreement shall be defined under Appendix “F”.
- 1.04** Wherever the singular is used in the Agreement it shall be deemed to include reference to the plural where the context so requires.

## Article 2 – Relationship

- 2.01** a) The parties agree that in accordance with the *Ontario Human Rights Code* there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, creed, sex, age, record of offences, sexual orientation, marital status, family status or disability, gender identity and



gender expression.

- b) There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee because of membership or non-membership, activity or lack of activity in the Union.

- 2.02** The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Superintendent responsible for Plant or designate.
- 2.03** All employees shall, as a condition of employment, remain members of the Union during the lifetime of this Agreement, and all new employees hired shall, as a condition of employment, become and remain members of the Union during the lifetime of this Agreement.
- 2.04** a) The Board agrees to deduct from the pay of each employee in the bargaining unit initiation fees, the rate of union dues and any applicable levies as specified by the Union, and remit same to the Treasurer of the Union accompanied by a list incorporating, for the deduction period, new employees, resigned or terminated employees, within fifteen (15) days after the close of the month for which it applies. Such deductions will be made twice monthly and will be made from the first and second pays in the month.
- b) The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.
- 2.05** The Board will supply to the Local Union one hundred (100) duplicate signed copies of this Agreement at no charge.
- 2.06** The Union shall have the right to post notices of interest to its members on CUPE bulletin boards, provided, however, that such notices pertain only to recreational or social activities, notices of Union meetings or notices of the results of Union elections.
- 2.07** The Union, at its own cost, will provide sufficient copies of the Agreement for each of its members. The Union will be permitted to distribute the copies to members of the bargaining unit through the Board's internal mail delivery.
- 2.08** If the Board creates a new position either by reclassification or the use of terminology or nomenclature not presently in the Agreement, the Board and the Union shall meet forthwith to negotiate the salary, allowances and other terms of employment.

### **Article 3 – Management Rights**

- 3.01** Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitation within the rights of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include: The right

of the Board to hire, direct, promote, demote, classify, transfer, suspend and lay off employees, and also the right of the Board to discipline or discharge any employee for just cause; provided however, that a claim by an employee who has acquired seniority that the employee has been discharged, suspended, laid off, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the terms of this Agreement may be the subject of a grievance and dealt with as herein provided.

- 3.02** The Union further recognizes the right of the Board to operate and manage its business in a fair and reasonable manner in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to decide on the number of employees needed by the Board at any time, the right to use improved methods, machinery, equipment and tools, are solely and exclusively the responsibility of the Board, subject to the terms of this Agreement. The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.
- 3.03** Any exercise of the above noted rights by the Board that establishes a new, changed or modified policy or practice will be communicated to the Recording Secretary of the Union in writing prior to implementation.

#### **Article 4 – Union Committees**

- 4.01** All Union Committee members shall be required to be seniority employees of the Board who are members of the bargaining unit.
- 4.02** The Board acknowledges the right of the Union to appoint or select a grievance committee composed of not more than three (3) seniority employees, and a negotiation committee of not more than seven (7) seniority employees, and will recognize and deal with the appropriate committee with respect to matters which are properly processed pursuant to the grievance procedure and with respect to contract negotiations.
- 4.03** The jurisdiction of each of the committee members and steward representatives and the names of each steward representative and committee member selected from time to time shall be given to the Board in writing.
- 4.04** The Board undertakes to instruct all members of its supervisory personnel to cooperate with the committee members in the carrying out of the terms and requirements of this agreement. The Board will submit in writing the names of all supervisory personnel and designated titles to the Recording Secretary of the Union. The Union will submit in writing the names of all members of the executive and representatives of the Union to the Human Resources Officer. Such union executive members and representatives together with steward representatives referred to in Article 4.09 hereof shall be responsible for the administration of this agreement.
- 4.05** The Union undertakes to secure from its officers, committee members, and members, their co-operation with the Board and with all persons representing the Board in any supervisory capacity.

- 4.06** It is understood that the steward representatives and committee members as well as other employees, must perform their regular duties; however, steward representatives or committee members and/or officers, with the approval of their immediate supervisor, will be permitted, during working hours, without loss of pay, to leave their regular duties for a reasonable length of time for the purpose of conferring with the representatives of the Board and settling grievances in accordance with the grievance procedure provided in this agreement, and such approval shall not be unreasonably withheld. In the event the immediate supervisor believes that time off work is being abused, the Supervisor shall refer the matter to the Board and it may be taken up as a Board Grievance under Article 7.02.
- 4.07** Members of the Union's negotiating committee shall be paid at their regular straight time rate of pay for their regularly scheduled work time spent with officials of the Board for purposes of amending or renewing the Agreement up to and including, but not beyond the stage of conciliation officer, provided, however, that such committee members will not be compensated for time spent prior to or beyond their regular working hours.
- 4.08** Upon request, up to seven members of the Union's Negotiating Committee shall be permitted leave of absence without pay to prepare for the commencement of formal contract negotiations with the Board. The total number of days of unpaid leave under this Article shall not exceed twenty-one (21) days during the lifetime of this Agreement and no member shall be absent for more than three (3) days for this purpose. The Union shall give the Board a minimum of ten (10) days advance notice of any such request. Leave of Absence under this Article shall be restricted to the three-month period immediately preceding the expiry date of the Collective Agreement. Leave under this clause shall be exclusive of the Union Leave granted under Article 13.01 (b).
- 4.09** The Board acknowledges the right of the Union to appoint or select fifteen (15) steward representatives.
- 4.10** The Union may have the service of a C.U.P.E. Staff Representative, counsel, or adviser at any meeting with a representative of the Board during negotiations pertaining to renewal or amendment of the collective bargaining agreement. A Union representative may be present at Step No. 2 of the grievance procedure.
- 4.11** All correspondence between the parties shall pass to or from the appropriate manager of the Board and the Recording Secretary for the Union.
- 4.12** The Staff Relations Committee shall be comprised of officials of the Board and up to seven (7) representatives of the union. The Staff Relations Committee shall meet at least four (4) times per year. Meetings will be scheduled in September, December, March and June at such times mutually agreed upon to discuss problems and interpretations of rules and such other matters as they deem necessary. The committee is not designed to by-pass or eliminate any of the rights of grievance as granted under this Agreement or any of the rights of the Board, but to provide another avenue for mutual discussion of problems which may arise in the operations of the school.

## **Article 5 – No Strikes or Lockouts**

- 5.01 During the life of this agreement, the Union agrees that there shall be no strike, slow-down or stoppage of work and the Board agrees there shall be no lockout.

## **Article 6 – Grievance Procedure**

- 6.01 In Article 6, “working day” means a day other than Saturday, Sunday or a recognized holiday.
- 6.02 Grievances must be initiated in writing at the designated step of the grievance procedure within ten (10) working days of the date upon which the grieving employee should have reasonably become aware of the alleged violation of the Agreement.
- 6.03 The parties to this Agreement agree that it is of importance to adjust complaints as quickly as possible. Employees with a complaint, shall first discuss this matter with their immediate supervisor. If the complaint is not then satisfactorily adjusted, the grievance procedure outlined below may be followed by the Union:

### **STEP NO. 1**

The grievance shall be presented in writing to the Manager of Labour and Employee Relations or designate within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. The written grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, and shall be signed by the grievor and countersigned by the representatives of the Union. The Manager of Labour and Employee Relations or designate shall inform the Union of the name of the official designated to hear the grievance at a meeting, no later than ten (10) days after receipt of the written grievance. A representative of the Union shall accompany the grievor to see the official designated to hear the grievance. The Manager of Labour and Employee Relations designated official shall give the grievor a written decision no later than ten (10) days after the aforementioned meeting. If the decision is not satisfactory to the grievor, then the next step must be taken within ten (10) days of the receipt of the written decision but not thereafter.

### **STEP NO. 2**

At this step the written grievance shall be presented to the Manager of Labour and Employee Relations or designate within the aforesaid ten (10) days of receipt of the written decision at Step No. 1, but not thereafter. A meeting will be held between the Grievance Committee together with the grievor, and the Superintendent of Human Resources or designate. The Superintendent of Human Resources or designate shall give a written decision to the representative of the Union within ten (10) days of such meeting. If the written decision is not satisfactory to the representative of the Union, then the next step must be taken within ten (10) days of receipt of the written decision, but not thereafter.

### **STEP NO. 3**

If a settlement is not reached at Step 2, upon notice of the party initiating the grievance, it may be referred to arbitration as hereinafter provided. The notice for arbitration must be made in writing by the party initiating the grievance within fifteen (15) working days after the decision of the other party is communicated to it.

#### **Grievance Mediation**

- 6.04** At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.
- 6.05** The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- 6.06** The time limits in Articles 6, 7, 8 and 9 shall be observed by both parties hereto except where an extension or limitation of such time limits is mutually agreed upon in writing.
- 6.07** All decisions arrived at between the Board and the Union with respect to any grievance shall be final and binding upon the Board and the Union and the employee or employees concerned.
- 6.08** Permission for the grievor and the grievor's steward to leave their work without loss of basic pay to take part in the processing of a grievance is granted under the following conditions:
- a) It shall only apply to time spent processing grievances in Steps 1 and 2 of Article 6, or Article 9, and time spent attending on an arbitration pursuant to Article 8.
  - b) All time shall be devoted to the prompt handling of grievances.
  - c) The steward and grievor concerned shall obtain the permission of the appropriate supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
  - d) All time away from work shall be properly reported.
  - e) Should the nature of a grievance require a steward to visit the work area of an aggrieved employee, permission of the immediate supervisor must be requested. A time mutually satisfactory to the Board and the Union shall be set for such visit. In the event the immediate supervisor believes that time off work is being abused, the matter shall be referred to the Board and it may be taken up as a Board Grievance under Article 7.02.

- 6.09** Either party may have the assistance of employees or other persons not exceeding three (3) in number, as witnesses at any step in the grievance procedure. Any time spent by the employee at such meeting or hearing shall be paid for by the Board at the employee's regular straight time rate of pay exclusive of any premiums. The Board will attempt, whenever practical, to schedule meetings under Articles 6, 7 and 8, during employees' regularly scheduled working hours, however, from time to time it may be necessary to schedule meetings outside of employees' regularly scheduled working hours.
- 6.10** The aggrieved employee may, at the employee's option or at the request of the Board or of the Union Grievance Committee, be present during the presentation of the case of the foregoing grievance procedure.

## **Article 7 - Union Policy Grievance, Board Grievance, Group Grievance**

### **7.01 Union Policy Grievance**

A Union policy grievance shall be submitted to the Board in writing by being delivered to the Human Resources Officer within ten (10) working days from the time the circumstances upon which the grievance is based were known or should reasonably have been known by the Union. A meeting will be held between the Union Grievance Committee and the Superintendent responsible for Plant and shall be held within ten (10) working days of the presentation of the written grievance. A decision shall be rendered within ten (10) working days of such meeting. If the decision is not satisfactory to the Union, the grievance may be submitted to arbitration within fifteen (15) working days of the Union's receipt of such written decision and the arbitration sections of this Agreement shall be followed. It is expressly understood that the provision of Article 7 shall be used by the Union to by-pass Article 6 by instituting a grievance directly affecting an employee or employees which such employee or employees could themselves institute. However, the Chief Steward or designate will be permitted to file an employee's grievance where it is physically impossible for the employee to file an employee's grievance where it is physically impossible for the employee to do so, for example, in a case where an employee is confined to jail or hospital.

### **7.02 Board Grievance**

A Board Grievance may be submitted to the Union in writing within ten (10) working days from the time the circumstances upon which the grievance is based were known or should have been known by the Board. A meeting between the Union Grievance Committee and Board representatives shall be held within ten (10) working days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 6.03. The Union shall give its written decision within five (5) working days of such meeting.

If the Union's decision is not satisfactory to the Board, the grievance may be submitted to arbitration within fifteen (15) working days of the Board's receipt of such written decision and the arbitration sections of this Agreement shall be followed.

### **7.03 Group Grievance**

A group grievance shall be one arising out of the same set of circumstances or the same management decision and shall be signed by all grieving employees in the group and shall be processed through Article 6 commencing at Step 1. One (1) member from the group of grievors, one (1) steward and the Chief Steward may attend any meeting with Board representatives for presentation at any stage of the grievance process.

**7.04** The Union shall be allowed to have one grievor from among the group of grievors and the Chairperson of the Union Grievance Committee attend any meeting with Board representatives at the presentation of a Group Grievance at Step 1, 2 or 3 of the Grievance Procedure.

## **Article 8 - Arbitration**

**8.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure outlined in Article 6, Article 7 or Article 9, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

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

**8.03** Within five (5) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.

**8.04** Should the nominees of the parties fail to agree on a third person within seven (7) calendar days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to appoint a chairperson.

**8.05** The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be in accordance with the provisions of Section 49 (2) of the Ontario Labour Relations Act, i.e.:

"The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it." However, if there is no majority decision, the decision of the Chairman shall govern.

**8.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expense, if any, of the Chairperson.
- 8.08 In determining any grievance arising out of discharge, the Board of Arbitration may dispose of the claim by affirming the Board of Education's action and dismissing the grievance or by setting aside the discharge involved and restoring the grievor to the grievor's former position with or without compensation or in such manner as may, in the opinion of the Board of Arbitration, be justified.
- 8.09 The parties may agree in writing, to seek the appointment of a single arbitrator. Should the parties be unable to agree on the name of a single arbitrator, one of the parties may request the Minister of Labour to make the appointment. A single arbitrator shall be subject to the same terms and limitations as for an arbitration board.

## Article 9 – Discharge and Discipline

- 9.01 If the employee is to receive a derogatory notation or disciplinary action, which is to be placed on the employee's record, the employee shall have the right to have a Steward present at any disciplinary meeting with supervisory personnel. Each employee must be provided in writing with all notations of derogatory or disciplinary action which are to be placed on the employee's records. Unless such notation is made in writing to the employee, the Board will not use such incident as part of the employee's past record to justify a later disciplinary action. Such notice must be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action. The Recording Secretary shall be notified by mail when an employee has been disciplined or received a derogatory notation. Where an employee is to be suspended, the Board will inform the employee concerned of the right to have a Steward or the Chief Steward present. In the event an employee who has attained seniority is suspended, and the employee feels that the suspension is unjustified, the case may be taken up as a grievance. Such grievance must begin at Step 2 and must be submitted in writing to the Manager, Human Resources within five (5) working days of the notice of suspension.

*NOTE: The Board will attempt, whenever practical, to schedule discipline meetings during employees' regularly scheduled working hours, however, from time to time it may be necessary to schedule meetings outside of employees' regularly scheduled working hours. Any time spent by the employee at such meeting shall be paid for by the Board at the employee's regular straight time rate of pay, exclusive of any premiums.*

- 9.02 In the event an employee who has attained seniority is discharged from employment and the employee feels that the discharge is unjust, the case may be taken up as a grievance. Such grievance shall begin at Step 2 and shall be submitted in writing to the Manager of Labour and Employee Relations within five (5) working days of the discharge.
- 9.03 When an employee is to be discharged the employee shall:



- a) be so advised by a senior member of management,
- b) be advised of the time and place of the termination meeting,
- c) be given the opportunity to have the Chief Steward present,
- d) be given the reasons for the discharge at such termination meeting.

**9.04** Upon request of the employee, a written warning or other disciplinary action shall be removed from an employee's personnel record after eighteen (18) months providing the personnel record has been free of any written warning or other disciplinary action during the intervening period.

**9.05** Letters of Direction are non-disciplinary. The purpose of a letter of Direction is to provide information and direction on practice, protocol or procedure. Therefore, they are non-grievable. If there are no similar concerns or disciplinary action about the issues specified in the letter of Direction, the employee can request to have it removed from their file 18 months after it was created.

## **Article 10 – Health and Safety**

**10.01** The Board and the Union agree to abide by the Occupational Health and Safety Act and Regulations.

**10.02** The Board agrees to continue to make every reasonable effort to provide healthy and safe conditions of work for its employees. The Union agrees to assist the Board in maintaining proper observation of all health and safety rules.

**10.03** It is agreed that C.U.P.E., Local 4153 will have three (3) certified representatives participate on the Board's Joint Health and Safety Committee.

**10.04** C.U.P.E. Local 4153 will perform inspections of Board facilities as per the terms of reference of the Joint Health and Safety Committee. When an inspection of a Board facility has not included a certified C.U.P.E. Local 4153 representative from the Joint Health and Safety Committee, a representative as noted in Article 10.03 above, will have the option of performing a second (2<sup>nd</sup>) inspection in the high risk areas such as boiler rooms, mechanical/fan rooms, slop sink areas and storage rooms/areas.

**10.05** It is the responsibility of the employee to report to the employee's immediate supervisor any equipment or process which in the opinion of the employee is unsafe or hazardous or any condition, which is unhealthy. If any difference of opinion exists between the employee and the immediate supervisor as to the safety or hazardous condition of the equipment, the employee may refer the matter to a union member of the Joint Health and Safety Committee who shall contact the Board's Health and Safety Officer. The Health and Safety Officer shall ensure that all necessary safety precautions are taken.

### **10.06 Safety Equipment**

Maintenance employees shall be reimbursed one hundred per cent (100%) of the

purchase price of a replacement pair of safety shoes (CSA approved) to a maximum of \$200.00 per person per calendar year. Other employees shall be reimbursed one hundred per cent (100%) of the purchase price of a replacement pair of safety shoes (CSA approved) to a maximum of \$100.00 per person per calendar year and when deemed necessary by the Immediate Supervisor. Effective January 1, 2008 the maximum of \$100.00 above shall increase to \$120.00.

Maintenance employees will be supplied a replacement parka annually as required. Other appropriate safety equipment is available through the immediate supervisor

#### **10.07 Safety Instruction on New Equipment**

No employee shall be required to operate any newly introduced Board approved equipment until the employee has received training or instruction on the operation of that equipment.

**10.08** Upon request of the Recording Secretary, the Board will advise the Recording Secretary of the names of those employees who are absent as a result of lost time injuries related to WSIB.

### **Article 11 - Seniority**

- 11.01** a) Seniority shall be defined as the length of service in the bargaining unit as recognized by the terms of this Agreement. If an employee is re-hired after a break in service under Article 11.04, previous seniority standing shall be lost and seniority shall accumulate effective from the date of re-employment. Seniority shall be a factor in determining promotion, vacation, layoff and recall as set out in the other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.
- b) The Board shall maintain a seniority list showing each employee's length of recognized service in the bargaining unit. The seniority list shall show whether the person is a regular employee or a casual employee. An up-to-date seniority list shall be posted on the employee web portal and be posted in February of each year on bulletin boards in buildings where bargaining unit employees normally work.
- 11.02** An employee will be considered on probation and will not be placed on the seniority list until the employee has completed sixty (60) days of active service. It is agreed that during the probationary period, the employee shall be evaluated on his/her performance, and be made aware of areas of strengths and weaknesses. The evaluation process shall commence no later than one month following date of hire, and shall continue at least once per month until the probationary period is completed. After the completion of the probationary period, the employee's seniority date will be dated back sixty (60) working days. The Board may extend the probationary period of an employee with the consent of the Union. Any extension of the probationary period must be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

- 11.03** An employee shall continue to accumulate seniority under the following conditions:
- a) during an absence due to illness or accident for up to 2 years (24 months),
  - b) while on Worker's Safety Insurance Board (WSIB),
  - c) while on leave of absence granted by the Board, other than statutory pregnancy/parental leave,
  - d) While on statutory pregnancy/parental leave granted by the Board to a maximum of 52 weeks,
  - e) While working scheduled time,
  - f) While on vacation

- 11.04** An employee shall lose seniority standing under the following conditions, if the employee:
- a) leaves the employ of the Board,
  - b) is discharged and such discharge is not reversed through the grievance procedure,
  - c) fails, after a layoff, to return to work within ten (10) working days after the Board has given notice of recall by registered mail unless an extension is granted, due to an emergency or other pressing reasons, by the Board or its authorized officials,
  - d) is laid off by the Board in excess of twenty-four (24) months,
  - e) is absent from work without a bona fide reason, or
  - f) fails to return to work promptly after the expiration of any leave granted, without a bona fide reason.
  - g) is absent in excess of 2 years (24 months).

## **Article 12 – Job Posting**

- 12.01**
- a) "Promotion" shall mean a transfer to a position at a higher pay grade, or an increase in hours within the bargaining unit.
  - b) "Lateral Transfer" shall mean a transfer to a position at the same pay grade and the same number of weekly and annual hours within the bargaining unit.
  - c) "Demotion" shall mean a transfer to a position at a lower pay grade within the bargaining unit.
  - d) "Request for Transfer" shall mean a transfer requested by an employee to

another position at the same or lower pay grade and the same or lesser number of weekly hours. Approval of the transfer request shall be subject to the mutual consent of the Board and the Union. Such approval shall not be unreasonably withheld.

- e) "Vacancy" means a position within the bargaining unit not yet filled through the job posting or transfer procedure. Notwithstanding the preceding, the Board has the right to determine whether to fill any position. The Board will notify the Bargaining Unit President, with rationale if it decides to not post a vacancy.
- f) The Board shall notify the Union Office in writing of all Job Postings and Successful Candidates in a timely fashion.
- g) When a candidate, who has submitted an application for a particular posting, is contacted by Human Resources the decision to accept or decline the position is final and binding at the time of the contact. – *see attached Letter of Understanding re: Article 12.04 Job Postings (page 109)*
- h) A position shall be declared vacant if the incumbent has been absent in excess of twenty-four (24) months due to illness or disability.
- i) Wherever used in the agreement, the word "qualified" shall mean satisfying the job requirements as established by the Board in accordance with Appendix E. These qualifications shall reflect the requirement of the position.
- j) An employee will be eligible to apply for a posting provided the person will be qualified for the position by the time it becomes vacant.

#### 12.02

- a) The Board shall endeavour, in case of chronic illness or incapacity certified by a medical doctor, to transfer such employee to a bargaining unit job, which the employee is able to perform. The employee on transfer shall be paid the rate of the assignment.
- b) The Board shall notify the Recording Secretary of the Union in writing prior to transferring any employee under 12.02 (a).

#### 12.03

- a) When a vacancy occurs, excluding July and August, it shall be posted on a Tuesday on the employee web portal. The posting period shall close at 4:30 pm on the fifth (5<sup>th</sup>) working day after the vacancy was posted.
- b) All postings shall include the classification of the position, the skills, knowledge and qualifications required to perform the job plus the hours of work and the location of the position.
- c) Employees desirous of applying for a posted vacancy shall make written application upon a form to be supplied by the Board and addressed to the Human Resources Department. No application need be considered unless received by the Board within five (5) working days from the date upon which the vacancy was originally posted. "Working day" shall be defined in Article 6.01 hereof.

- d) On or before the 12<sup>th</sup> working day after the posting was first bulletined, the Board will select the successful candidate. The senior applicant will be declared successful provided the applicant has the necessary qualifications to perform the work required.
- e) Subsequent vacancies resulting from filling a preceding vacancy shall be posted within seven (7) working days.
- f) If there are no applicants to a job posting, the position shall be posted a second time and reference will be made on the posting that it is a re-posted position. For the re-posted position 12.03 (g) shall not disqualify an employee from posting. However, once an employee is successful at the re-posted position then 12.03 (g) is enacted. If, after the second posting there are still no qualified applicants, then the most junior employee, in terms of seniority (in the next lowest job classification) with the qualifications to do the work shall be appointed. For a Head Caretaker position the next lowest job classification will be that of a Caretaker. For a Caretaker position the next lowest job classification will be that of an Assistant Caretaker. For an Assistant Caretaker position the least senior Casual will be appointed to the position.
- g) An employee who has been the successful applicant in a job posting shall not post again for a period of six (6) months, unless it is a promotion or an increase in the hours of work.
- h) An employee is eligible to apply for any vacancy providing the closing date for the posting is after the expiration date of the six (6) month restriction period.
- i) The Board reserves the right to administratively transfer members of C.U.P.E., Local 4153 for the following reasons:
  - i) Conflict
  - ii) training needs
  - iii) replacement coverage
  - iv) No employee shall be administratively transferred until and unless there is a vacant position of equivalent hours of work and wage rate available to facilitate such a transfer.
  - v) In the case of conflict, the Board and the Union shall meet to attempt to resolve the conflict.

**12.04** In administering to the procedures of Article 12 the Board shall endeavour to post all vacant positions once per month. The dates shall be determined by the Board prior to September 1 for the upcoming school year. The Union will have to opportunity to review the dates and provide suggestions for change.

It is recognized that the above procedures will not necessarily apply in the months

of July and August. – *see attached Letter of Understanding re: Article 12.04 Job Postings* (page 109)

- 12.05** An employee appointed pursuant to Articles 12.03 (f) shall have no recourse to grieve such appointment.
- 12.06** A vacancy shall be deemed not to exist where the job opening results from an employee's absence, illness, injury, or leave of absence, unless it is evident that the absent employee will not be returning to work within twenty-four (24) months.
- 12.07**
- a) An employee who desires a transfer to a different location shall register with the Caretaking Services department or in the case of Maintenance employees, with the Maintenance Department, on the Request for Transfer form furnished by the Board, naming the location and the number of hours desired. If an employee is transferred in compliance with a request for transfer, any remaining requests for transfer shall become null and void. An employee may cancel any such Request for Transfer at any time. An employee will be deemed not available for transfer during any absence expected to be of a duration of one month or more.
  - b) An employee who has been granted a request for a lateral transfer shall not be eligible to request another lateral transfer for a period of six (6) months.

### **Article 13 – Leave of Absence**

- 13.01**
- a) Upon written request of an employee, which is submitted at least four (4) weeks prior to the start of the leave, the Board may consider a leave of absence without pay up to a period of one (1) year. In emergency situations (as determined by the Board), the four (4) weeks notice period may be waived. Such waiver will not be unreasonably withheld.
  - b) Leave of absence without pay and without loss of seniority will be granted to employees, not to exceed five (5) at one time and a total of two hundred (200) work days per contract year, who have been selected or appointed to represent the Union at conventions, conferences or on Union business which is specifically related to C.U.P.E., Local 4153, provided the Union reimburses the Board for any overtime premium cost required for employees who fill in on those days. The Union shall provide the Board with a minimum of ten days' prior notice of such leave. In the event of an emergency, the Union shall give the Board as much notice as possible.
  - c) Upon written notification, an employee shall be granted a leave of absence, up to one (1) year, to work for the Canadian Union of Public Employees. Such leave shall be without pay or benefits, however, seniority will continue to accrue. The Board may consider an additional year's leave and the granting of such additional year's leave will not be unreasonably withheld. In accordance with Article 19.03, an employee may continue benefit coverage during the period of leave, by paying the full cost of the premiums in advance; otherwise the employee benefit coverage will be cancelled for the duration of the leave.

### 13.02 Statutory Pregnancy Leave

- a) Upon application, in writing, an employee who is pregnant and who is employed by the Board immediately preceding the estimated day of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17 weeks).
- b) The Board shall not terminate the employment of or lay-off any employee who has been granted a leave of absence under this article.
- c)
  - i) An employee may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
  - ii) The employee shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
- d)
  - i) An employee who suffers a pregnancy related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. The employee will not be required to use pregnancy leave unless the employee so elects.
  - ii) In the case of an employee who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than when the employee expected to give birth, subsection (c) (ii) will not apply. The procedure will be as indicated in (e) which follows:
- e) Within two (2) weeks of stopping work an employee described in sub-section (d) (ii) above must give the Board:
  - i) written notice of the date the pregnancy leave began or is to begin; and
  - ii) a certificate from a legally qualified medical practitioner stating that:
    - 1) in the case of an employee who stops working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date, or
    - 2) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- f) The pregnancy leave ends:
  - i) the later of six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began

OR

- ii) at an earlier date if the employee gives the Board four (4) weeks written notice of the date.
- g) The Board shall continue to contribute its share towards the premium cost of the employee's benefits - Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory pregnancy leave up to a maximum of seventeen (17) weeks unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.
- h) An employee granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an EI approved supplementary benefit plan for the two (2) weeks waiting period, provided the employee:
  - i) is eligible for pregnancy leave benefits under EI;
  - ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable to EI.

No supplementary benefit will be paid under this plan for any week in the waiting period, which falls outside the employee's normal employment period (i.e. July and August if 10-month employment). This plan shall be subject to approval of EI.

### **13.03 Statutory Parental Leave**

- a) For the purposes of this clause parent shall be defined as one of the following:
  - i) natural father or mother
  - ii) adoptive father or mother
  - iii) any person in a relationship of some permanence with the parent or child.
- b) Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:
  - i) the birth of the child;
  - ii) the coming of the child into custody care and control of a parent for the first time.
- c) The Board shall not terminate the employment of or lay-off any employee who has been granted a leave of absence under this article.
- d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of the parent for the first time.



- e) For persons not covered under (d) Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- f) The employee shall give the Board at least two (2) weeks written notice of the date the leave is to begin.
- g) If an employee wishes to change the date when a Parental Leave is scheduled to begin the employee must give written notice:
  - i) two weeks before the starting date if the leave is to begin sooner than indicated;
  - or
  - ii) two weeks before the leave was to start if the leave is to begin later than indicated.
- h) If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.
- i) The Parental Leave ends:
  - i) 35 weeks after it begins; or
  - ii) at an earlier date if the employee gives the Board at least four (4) weeks written notice before the earlier date; or
  - iii) at a later date if the employee gives the Board at least four (4) weeks written notice before the date the leave was to end.
- j) The Board shall continue to contribute its share towards the premium cost of the employee benefits - Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory Parental Leave up to a maximum of (35) weeks unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.
- k) An employee granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an EI approved supplementary benefit plan for the two (2) weeks waiting period, provided the employee:
  - i) has not already received the two (2) week waiting period under the Statutory Pregnancy Leave
  - ii) is eligible for pregnancy leave benefits under EI;
  - iii) makes a claim to the Board on a form to be provided indicating the weekly amount payable to EI.

No supplementary benefit will be paid under this plan for any week in the waiting period, which falls outside the employee's normal employment period (i.e. July and August if 10-month employment). This plan shall be subject to approval of EI.

#### **13.04 Paternal Leave**

Effective September 1, 2001, for absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence for a period not exceeding two (2) days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the employee's sick leave credit account.

### **Article 14 – Wages**

**14.01** The Board will pay employees in accordance with the salary schedule in Appendix “B” of this Agreement. Pay day shall be every other Thursday.

**14.02** In the event that an employee is temporarily assigned to another job or category of work, the employee shall receive the employee’s own rate of pay or the minimum rate of the assignment to which the employee is transferred, whichever is the higher.

**14.03** Notwithstanding 14.02, a head caretaker assigned scheduled overtime at a lower classified school shall be paid at the lesser rate.

**14.04** An employee who receives a “call-back” after leaving the premises of the Board to perform work in an emergency outside the employee’s regularly scheduled hours shall be paid for a minimum of three (3) hours at the appropriate overtime rate. An emergency shall mean any situation that arises in the operation of the school system that could cause bodily harm or property damage or result from abnormal conditions.

**14.05** Rates of pay for new job classifications and jobs as set out in Appendix “B”, where there has been a major change in the content thereof will be negotiated between the parties. Negotiated rates of pay will be effective as of the date of institution of the new classification or revisions to the present job.

In the event that the Board combines job classifications and an employee feels that the employee is unable to perform the duties of the job because of medical conditions, the matter shall be referred to the Human Resources Department, where the Board’s Accommodation Policy will be administered.

### **Article 15 – Hours of Work and Overtime**

**15.01** Shift Schedules for employees shall be in accordance with Appendix “A”.

**15.02** Overtime at the rate of time and one-half (1 ½) the employee's regular straight time rate of pay will be paid for work performed:

- a) in excess of eight (8) straight time hours worked on any day;
- b) in excess of forty (40) straight time hours worked per week;
- c) on a Saturday when the employee is not scheduled to work as part of a regularly scheduled work week;
- d) on a recognized paid holiday when the employee is regularly scheduled to work, plus any holiday pay or a day in lieu to which the employee is entitled pursuant to Article 17 hereof. "Regularly scheduled to work" means on a day which the employee would otherwise have been scheduled to work had the day not been a recognized holiday.
- e) on regularly scheduled checks on a Saturday or Sunday;
- f) on the first day worked after a caretaking or maintenance employee has completed the employee's regular work week and is then required to change the employee's regular work week without receiving two consecutive days off.

**15.03** Overtime at the rate of two (2) times the employee's regular straight time rate of pay will be paid for work performed:

- a) on a Sunday when the employee is not scheduled to work as part of a regularly scheduled work week,
- b) on a recognized paid holiday when the employee is not regularly scheduled to work, with a guaranteed minimum of three (3) hours at double time, plus holiday pay. All hours worked in excess of the guaranteed minimum shall be paid at double time.

**15.04** a) "Stand-by" refers to an employee who by the nature of the duties is required to be available during the employee's normal time off, should the employee's services be required.

b) An employee shall be paid four (4) hours at the employee's regular rate of pay for each day required to stand-by, and be paid for call back from stand-by at the prevailing overtime rate for the hours worked with a minimum of two (2) hours work or pay in lieu thereof at the aforesaid rate. Any two (2) or more calls out within a two (2) hour period shall all be considered part of one call out.

c) When overtime is scheduled in a school due to rentals, it shall be offered as follows:

Elementary

All employees within the school shall be placed on a rotational wheel according to seniority.

Secondary

i) Eligible employees must be qualified as per the terms of Section 1 of

## Appendix "E"

- ii) All eligible employees shall be placed on a rotational wheel in order of seniority.

### For Rentals

For all rentals in a Secondary School there shall be a minimum of one (1) qualified employee on site. Employees will be placed on the wheel in order of seniority and each September the Board will reassess the order for the new school year. An employee will be offered the overtime scheduled when their turn occurs on the wheel. If an employee voluntarily selects to not perform the overtime when their turn on the wheel occurs, they shall be placed at the bottom of the wheel. There is no trading of rotational order. If an employee is absent, except for the purpose of Union business or **Bereavement Leave** the day of or the day prior to the scheduled overtime, they shall lose their turn and be placed at the bottom of the wheel. If the school receives a late permit or when another employee is absent, the next person on the wheel shall not lose their turn on the wheel if they are unable to do the scheduled overtime.

Note: A turn on the rotational wheel shall not exceed, at any time, one calendar day of a given permit.

### Maintenance

Those employees requesting to be considered for overtime shall register with the Supervisor of Maintenance. Overtime shall be distributed equitably by trade to members on the register.

#### 15.05 a) Caretaking and Maintenance

All employees will receive a fifteen (15) minute rest period during each half of the normal work shift and after any subsequent three (3) hours of work.

#### b) Cooking Employees

All employees will receive a fifteen (15) minute rest period after any three (3) consecutive hours of work.

#### 15.06 a) The Board shall pay a shift premium for afternoon shift to caretaking staff of sixty-four (64) cents per hour for night shift where the bulk of the employee's shift hours falls between 2:30 p.m. and 7:00 a.m. Where a member of the caretaking staff voluntarily elects to work a split shift, the shift premium will only apply to those hours applicable to the afternoon shift.

b) For Sunday work, which is part of an employee's regular work schedule, other than checks, a premium of fifty-six (56) cents per hour shall be paid to caretaking staff for each hour worked on a Sunday.

c) In no case shall there be a duplication, pyramiding or compounding of daily and weekly overtime premiums or any other premium compensation.

## Article 16 – Lunchroom Supervision

- 16.01 Custodial staff are not responsible for the supervision of students during the lunch period nor are they required to supervise the students with the clean-up of the lunchroom(s).

## Article 17 – Vacations with Pay

- 17.01 a) Effective the 2001-2002 vacation year, the following vacations with pay shall be granted to all regular full-time and part-time employees of the Board covered by this Agreement in accordance with the following:
- Less than one (1) year - one day for each full month of service or major portion thereof (maximum of two weeks' vacation)
- One (1) year or more of service but less than eight (8) years of service prior to September 1<sup>st</sup> in any year - three weeks' vacation
- Eight (8) years of service or more but less than seventeen (17) years of service prior to September 1<sup>st</sup> in any year - four weeks' vacation
- Seventeen (17) years of service or more but less than twenty-four (24) years of service prior to September 1<sup>st</sup> in any year - five weeks' vacation
- Twenty-four (24) years of service or more prior to September 1<sup>st</sup> in any year - six weeks' vacation
- b) A part-time employee shall receive vacation pay based on the number of hours normally worked, multiplied by the employee's base rate of pay.
- c) The vacation year for all employees shall be September 1<sup>st</sup> to August 31<sup>st</sup>.
- d) Vacations will normally be taken during the summer months, however, employees will not be permitted to take vacation during the week prior to the opening of school.
- e) i) Ten (10) month Cooks shall take their vacation time during regular school break periods.
- ii) A ten (10) month Cook shall have their vacation entitlement pro rated to ten-twelfths of the vacation entitlement earned as of August 31<sup>st</sup>.
- iii) If the Member has sufficient vacation entitlement combined with recognized paid holidays, the Member shall receive the normal rate of pay in accordance with the following:
- 1) Two (2) weeks' pay during the Christmas Break, which will consist of a combination of vacation entitlement and recognized paid holidays.
- 2) One (1) week's pay during the March break, which will consist of a

combination of vacation entitlement and recognized paid holidays.

- 3) Payment for the Christmas and March Break periods will be made on the regularly scheduled pay coinciding with or next following the break periods.
- 4) No record of employment for E.I. purposes will be issued in December or March in lieu of the vacation period.
- 5) Cooks shall receive the remainder of their vacation entitlement in a lump sum payment on the last regular pay at the end of the school year.

**17.02** If any employee who is entitled to vacation pay should quit, be discharged, or whose employment is otherwise terminated, the employee shall be paid, on a prorated basis, vacation pay in accordance with Article 17.01. In the event of death, vacation pay shall be paid to the estate of the deceased employee.

- 17.03**
- a) In order that some employees may be permitted to take up to three (3) weeks of their vacation at a time other than July and August, the Board agrees to permit up to seventy-five (75) caretaking employees and up to eighty (80) assistant caretaking employees during the remainder of the school calendar year (September to June), with the exception of March Break and the first week of school subject to the following:
    - i) such request is made in writing at least four (4) weeks prior to the requested vacation indicating the start and end dates of the vacation period
    - ii) preference will be given to the most senior employees, and
    - iii) provided the granting of such request does not interfere with the efficient operation of the Board's business, and
    - iv) the employee to whom such period is granted shall not have the seniority preference set out in the foregoing paragraph (ii) for the next three (3) years.
    - v) There shall be no more than one (1) employee away from the same shift at the same location in any one week (except for March Break)
  - b) Upon approval, vacations for assistant caretaking and caretaking employees may be taken during the Christmas Break or the mid-winter break. Employees who are granted such vacation shall not have the seniority preference for the next three (3) years. Such vacation shall be limited to no more than one-third of the staff per work location.
  - c) Vacations for regular members of the maintenance department may be taken, upon approval, during the period June 1<sup>st</sup> to October 31<sup>st</sup> of each year. Where the obligations of the Board permit, vacations for regular members of the maintenance department may be taken, upon approval of the department, at a time other than during the period June 1<sup>st</sup> to October 31<sup>st</sup>. Regulated substance

staff are included in the vacation provisions for the Maintenance Department.

- d) Vacations will normally be taken in at least one week allotments. Where the obligations of the Board permit, employees may be allowed up to a maximum of one week of vacation in single days or in allotments of less than one week.

- 17.04** An employee who has been off the active pay-roll in excess of three (3) months during the vacation year shall have any vacation entitlement under Article 17 hereto prorated in accordance with the amount of time that the employee was on the active payroll during the vacation year.
- 17.05** Employees retiring with an immediate pension at any time in the vacation year, prior to using their vacation, shall be entitled to the same vacation or vacation pay which would have been earned if they had continued in employment to the end of the year.
- 17.06** Effective date of ratification casual employees on one assignment for six (6) continuous months or greater shall accrue seniority while on unpaid leave for the purpose of vacation. On completion of this unpaid vacation, the employee shall return to the assignment if it still exists. Should the assignment terminate prior to the employees return, seniority will accrue only until the actual date of termination of the assignment.

### **Article 18 – Recognized Paid Holidays**

- 18.01** a) The following holidays shall be observed:

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

Remembrance Day (providing that such day is either recognized as a school holiday by the Ministry of Education and it occurs from Monday to Friday or the Board substitutes another school holiday for Remembrance Day).
  - b) When Remembrance Day falls on a Saturday or Sunday, it is not a recognized holiday and no holiday pay or lieu day shall be claimed by an employee. An employee who performs work on Remembrance Day which falls on a Saturday or Sunday shall be part of the employee's regular work schedule shall be paid overtime at the rate of time and one-half the employee's regular rate of pay.
- 18.02** In the event that any of the holidays in subsection 18.01 falls on a Saturday or Sunday, and the Board decides to observe the holiday on another date, the Board shall consult with the Union before a substitute holidays is selected by the Board.
  - 18.03** In the event that a recognized holiday falls upon an employee's day off, such employee shall have a choice of an additional day's pay or an additional day off with pay in lieu of the holiday at a time mutually satisfactory to the Board and the employee concerned. Any lieu day to which the employee is entitled hereunder must be taken within twelve (12) months following the holiday in respect of which

the lieu day accrues, and failure to do so shall result in forfeiture of the lieu day or days accrued.

**18.04** In the event a recognized holiday referred to in this agreement falls within an employee's vacation period, the employee will receive a choice of an additional day off with pay either at the commencement or end of the designated vacation.

**18.05** An employee who is on leave of absence without pay or off the active pay-roll when the recognized holiday falls shall not be entitled to holiday pay or a day off in lieu.

**18.06** The half (1/2) day prior to Christmas Day and the half (1/2) day prior to New Year's Day will be recognized holidays.

## **Article 19 – Employee Benefits**

**19.01** The Board agrees to contribute to the plan for benefits as provided by the carrier as set out below including the execution of appropriate payroll deductions for the employee's share in premiums for those employees who elect to participate in the coverage's identified in Article 19.

**19.02** a) The Board shall contribute 100% of the premium cost for full-time employees of the following benefits:

i) Semi-Private Hospital Care,

ii) An Extended Health Plan with no deductible. Including Vision Care maximum reimbursement: Effective September 1, 2006, \$300.00 every two years.

Hearing Aids - up to \$500.00 every five years [Effective September 1, 2007, \$500.00 increases to \$600.00]

Orthotics and Orthopedic shoes maximum reimbursement of \$700.00/person every two benefit years effective September 1, 2006.

NOTE: Dispensing fee capped at \$7.50 per prescription effective September 1, 2006.

iii) The Board will contribute seventy-five per cent (75%) of the premium cost of employee benefits identified in Article 19.02 (a) for employees working 20 hours per week or less.

iv) Extended Health, Dental and Semi-Private Hospital Care Plans shall include children under twenty-five (25) years of age in full-time attendance at a school, college or university.

b) Optional Dependent's Group Life Insurance

The Optional Dependent's Group Life Insurance will be increased for those employees who are presently covered to provide - \$20,000 - spouse; \$7,500 -



each dependent child. The employee shall pay the full premium cost for such coverage.

- c) The Board may at any time substitute another carrier provided that the benefits conferred thereby are at least equivalent and the Union is given an opportunity to consider the proposed change before implementation.
- d) Basic Group Life Insurance
  - i) Effective September 1, 2001 The Basic Group Life Insurance Plan will provide life insurance in the amount of \$50,000. New employees must, as a condition of employment, become and remain a member of the Basic Group Life Insurance Plan. Coverage shall be effective the first of the month following completion of the employee's probationary period.
  - ii) Optional Group Life Insurance  
An employee may elect optional group life insurance in multiples of \$10,000, to a combined maximum of (Basic plus Optional) of \$100,000. The employee shall pay the full premium cost for the amount of the Optional Group Life Insurance Plan through payroll deduction.
  - iii) An employee on the payroll effective first of the month following ratification will be enrolled automatically for the Optional Group Life Insurance, unless the Board receives a signed denial form from the employee.
  - iv) An employee hired after the ratification date must, in writing, subscribe and authorize pay-roll deduction for the Optional Group Life Insurance in order to be covered under the Optional Group Life Insurance Plan.
  - v) An employee on leave of absence must, in writing, subscribe for and authorize pay-roll deduction for Optional Group Life Insurance within 31 days of return to employment in order to be covered under the optional Group Life Insurance Plan.
  - vi) An employee not subscribing for the Optional Group Life Insurance within the time limits of (iii) and (v) above may apply for coverage at a later date by making written application authorizing appropriate pay-roll deduction and providing evidence of insurability satisfactory to the Insurance Company. The Optional Group Life Insurance will be effective on the first day of the month following approval of the evidence of insurability by the carrier.
  - vii) An employee may decide in writing at any time to cancel Optional Group Life Insurance. Such cancellation will be effective on the first day of the month following receipt by the Board of the request for cancellation.
  - viii) An employee must be actively at work on the effective date of his/her Optional Group Life Insurance. If an employee is not actively at work on the effective date, Optional Group Life Insurance will commence on the date the employee returns to work on a regular basis.

- 19.03** a) An employee on a leave of absence without pay granted by the Board may continue employee benefit coverage's under Article 19.02 during the period of leave by paying the full cost of the premium in advance; otherwise, the employee benefit coverage's will be cancelled for the duration of the leave.
- b) If an employee is absent due to illness or disability and off the active payroll in excess of six months, then the employee shall be responsible for paying in advance the full cost of any premium for the coverage under Semi-Private Hospital Care, Extended Health, Group Life Insurance and Dental.
- 19.04** The Board's obligation hereunder shall be to pay its share of the premium cost of such eligible employee's insurance, provided however, that the Board's obligation hereunder in respect to its share of the premium cost of the Benefits in 19.02 a(i)(ii) shall exist only where the seniority employee is not otherwise covered by such employee's spouse's, parent's or other coverage in respect of medical or hospital insurance.
- 19.05** The E.I. Rebate shall, as in the past, accrue to the credit of the Board and shall be used to offset the cost of providing the benefits described in Article 19.
- 19.06** a) The Board shall contribute 100% of the premium cost for full time employees based on the current O.D.A. rate schedule minus one (1) year of the Dental Plan (covered services - Basic Services, Endodontics and Periodontal). The Board's premium contribution for an employee who works less than 40 hours per week shall be pro-rated in the same proportion that the employee's regular hours of work bears to 40 hours per week, with the employee contributing the remainder through pay-roll deduction. The plan shall reimburse a claimant 100% of the cost of the insured services of Basic Services and 75% of the cost of Endodontics and Periodontal based on the current O.D.A. rate schedule minus one (1) year. Newly hired employees shall be enrolled in the Plan effective the first of the month following completion of their probationary period. An employee who does not wish to be enrolled under the Plan shall sign a Waiver Form to be provided by the Board. An employee who waives dental coverage shall be permitted to enroll in coverage at a later date during the lifetime of the Agreement only during a 30-day open enrollment period on the anniversary date of the policy.
- [Effective September 1, 2007, the Board shall contribute 100% of the premium cost for full time employees based on the current ODA rate schedule.]
- b) Effective September 1, 2008 Orthodontic services will provide a 50% reimbursement level (based on the current O.D.A. rate schedule minus one (1) year) with benefits limited to a lifetime maximum of \$2,500.00 per person. Coverage shall include the employee and each eligible dependent. The Board shall contribute 50% of the premium cost for orthodontic services and the employee will pay the remainder of the premium cost through pay-roll deduction.
- c) Effective September 1, 2008 major restorative benefits shall provide a 75% reimbursement level (based on the current O.D.A. rate schedule minus one (1)

year) with benefits limited to \$2,500.00 per person per policy year. The Board shall contribute 50% of the premium cost for major restorative benefits and the employee will pay the remainder of the premium cost through pay-roll deduction. Coverage under orthodontic services and major restorative benefits shall be mandatory for all employees who are presently enrolled unless an employee elects in writing prior to the effective date of coverage not to be covered under the dental plan.

NOTE: Coverage for basic check-ups shall be nine (9) months.

**19.07** Up to and including December 12, 2006 the compulsory retiring age for employees in the bargaining unit shall be sixty-five (65) years of age. An employee must retire at the end of the month in which the employee reaches their sixty-fifth (65<sup>th</sup>) birthday.

The parties recognize that in accordance with the Regulations of O.M.E.R.S. Act an employee has the right to elect to retire at an earlier age than the compulsory date specified above.

#### **19.08 Retiree Benefits**

- a) An employee who has attained at least the age of 55 and retires before the compulsory retiring age shall have the option of retaining coverage at the employee's own cost under the Dental, Semi-Private Hospital Care, and Extended Health Plans under the following conditions:
  - i) The employee must elect to retain coverage within 31 days of retirement date; otherwise, coverage shall be cancelled.
  - ii) If the employee withdraws from coverage at any time prior to age 65, the employee shall be ineligible to re-enroll in coverage.
  - iii) Coverage shall remain in effect until age 65 if the employee so elects.
  - iv) The employee shall pay in advance the full premium cost of the coverage; otherwise, the coverage shall be cancelled.
  - v) The benefits under the Extended Health Plan for a retiree shall be limited to \$15,000 during the entire period of the member's coverage.
- b) All employees retiring on and after September 1, 2001, will be provided with the Retiree Benefit Package as outlined in 19.08 (a) above, however, the premium rates will be determined by the overall rate experience for this Retiree Groups.
- c) A member retiring on and after the first day of the month following date of ratification who has attained at least the age of fifty-five (55) and retires before the compulsory retiring age, shall have the option of retaining a \$50,000 life insurance policy until the age of sixty-five (65) (disability coverage not included). Such election must be made on or prior to retirement date. The member who so elects shall pay the full amount of the premiums, annually in advance, otherwise

coverage shall be cancelled.

#### **19.09 Spousal Benefits**

Subject to the approval of the insurance carrier, the spouse of a deceased employee may have the option of retaining benefit coverage at the spouse's own cost under the Semi-Private Hospital Care, Extended Health and Dental Plans under the following conditions:

- a) the spouse may elect to retain coverage within thirty-one (31) days of the date of death of the deceased employee.
- b) coverage shall remain in effect for a maximum of two years from the date of death of the deceased employee. Coverage shall be cancelled the first day of the month following the spouse's 65th birthday or upon remarriage.
- c) the spouse shall pay the Board in advance the full annual cost of the coverage; otherwise the coverage shall be cancelled.
- d) if the spouse withdraws from coverage at any time, then the spouse will be ineligible to re-enroll in coverage.

**19.10** The Parties agree to establish and maintain throughout the life of this Agreement an Employee Benefit Committee for the purpose of reviewing and making recommendations concerning the employee benefit package to Administration and/or the appropriate committee of the Board and/or the employees.

### **Article 20 – Bereavement Leave**

**20.01** Bereavement Leave shall be granted to an employee in accordance with this Article.

**20.02** For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the employee or the employee's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. Notwithstanding clause 20.05, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate, where extended travel is required.

**20.03** For absence occasioned by the death of other relatives of the employee or the employee's spouse's immediate family, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) consecutive working days. Notwithstanding clause 20.05, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate, where extended travel is required.

- 20.04** For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending the funeral.
- 20.05** The bereavement leave shall begin within seven (7) calendar days following the day of death.
- 20.06** The President or the President's designate will receive up to one (1) day off work without pay to attend the funeral of any member or retired member.

### **Article 21 – Personnel Files**

- 21.01** Each employee shall have access to his/her personnel file retained by the Board and located in the Human Resources Department of the Board. The only personnel file retained by the Board will be located in the Human Resources Department.
- 21.02** An employee shall have access to examine the employee's personnel file upon prior arrangement with the Human Resources Department. Upon request, an employee shall be provided with a copy of material contained in such file.
- 21.03** An employee may request that a steward accompany the employee to review the employee's personnel file.
- 21.04** An employee shall have the right to contest in writing the accuracy of such information contained in the employee's personnel file, and have the same recorded in the Member's file. If there is found to be an error in the information, the Board shall notify all parties concerned, in accordance with The Municipal Freedom of Information and Protection of Privacy Act.

### **Article 22 – Layoff and Recall**

- 22.01** The Board agrees that in the event of lay off, no employee covered by this Agreement shall be treated in a manner, which is inconsistent with the terms of Article 22.
- 22.02** The Board agrees that when a decision is made to lay off, the Board shall, wherever possible, provide the Union with no less than thirty (30) days notice.
- 22.03** An employee who is to be laid off shall be provided with no less than thirty (30) days notice.
- 22.04** In the event of layoff, seniority shall be used in its reverse order, beginning with the most junior person, who shall be the first to be laid off. In the event of recall, recall shall be in direct seniority order, starting with the most senior qualified person who has been laid off. Notwithstanding the foregoing, where a layoff would cause a qualified employee to be laid off and no senior qualified replacement employee exists, such employee may be retained out of seniority. No new employee shall be hired for a permanent position until all laid off employees who are qualified to perform the available work have been recalled.

Whenever used in this Agreement, the word "qualified" or the like shall mean presently possessed of the accomplishments which enable the person to perform the work required in accordance with the Board's quality and production standards so that the person performs such work after being given general information concerning it, but does not require a trial period or a training period.

**22.05** In the event an employee is subject to layoff, the employee shall be transferred to the job held by the most junior employee in the employee's Classification Group, provided the employee has the necessary seniority and is qualified.

If the employee is the most junior employee in the classification group, the employee shall thereby displace the most junior employee in the next lowest classification group to which the employee's seniority would otherwise be entitled, provided the employee is qualified.

The employee who is thereby displaced by Article 22.05 shall be transferred to the job held by the most junior employee in the next lowest classification group to which the employee's seniority would otherwise be entitled, provided the employee is qualified. An employee who moves to a lower classification group shall be paid the rate of such lower classification group.

For purposes of layoff and recall, the position of Assistant Caretaker shall be listed as separate hourly categories. EG. Where an employee is displaced, the employee shall bump the most junior employee in that hourly category. In the event the displaced employee is the most junior employee in that hourly category, that employee shall bump the most junior employee in the next lowest hourly category to which the employee would be entitled by seniority.

In the event of recall, an employee on layoff shall be recalled to the final subsequent posting resulting from an initial vacancy.

**22.06** If an employee has been informed, in writing, by the Board that the employee will be laid off because of redundancy or closure, the employee may exercise the employee's right to be placed on a recall list with the Board in accordance with this Article.

**22.07** Recall rights will be for a period of twenty-four (24) months, effective date of lay off as per 11.04(d).

**22.08** When a position becomes vacant, the posting procedures outlined in Article 12, of the Collective Agreement will be implemented.

**22.09** The final subsequent vacancy resulting from the completion of the posting process shall be offered to the most senior qualified person on the recall list.

**22.10** If an employee on the recall list refuses, in writing, an offer of recall, the Board will have no further obligation to the employee under this Collective Agreement and the employee's name shall be removed from the recall list.

**22.11** The Board shall not hire from outside the bargaining unit for permanent positions

unless there are no qualified employees remaining on the recall list.

- 22.12** Employees on the recall list will have first opportunity to perform Casual work for the Board.
- 22.13** If an employee is recalled to the permanent staff from layoff within twenty-four (24) months of the date of lay off, the employee's seniority and previously accrued sick leave will be reinstated as if there was no interruption in service.
- 22.14** When the twenty-four (24) month recall period has expired, the employee will accrue seniority for the purpose of Article 12 - Job Posting, in accordance with Appendix "F".
- 22.15** It shall be the duty of all employees and/or laid off persons to notify the Human Resources Department promptly, in writing, of any change of address. Such change of address will be acknowledged, in writing, by the Board with a copy to the Union. If an employee or laid off person should fail to do this, the Board will not be responsible for failure of a notice to reach said employee and any notice sent by the Board by registered mail to the address which appears on the Board's personnel records, of telephoned to the telephone number which appears on the Board's personnel records, shall be conclusively deemed to have been received by the employee or laid off person.

### **Article 23 – School Closures**

- 23.01** The Board agrees to post all vacancies for a newly constructed school within six (6) months prior to the anticipated opening date.
- 23.02** All outstanding Caretaking vacancies shall be held for the deployment process once the posting process has been completed for a newly constructed school.
- 23.03** Deployment shall be as follows: For deployment Head Caretaker, Caretaker, and Assistant Caretaker shall be considered as separate categories. Based on their seniority and qualifications, a displaced Head Caretaker, Caretaker, Assistant Caretaker shall have their choice of any available position within their category available at the time of deployment. If no vacancy exists at a displaced employees current category they will be red-circled at the current rate of pay and have recall rights for twenty-four (24) months and used as replacement. If the employee chooses a position lower than their displaced position the employee shall be paid the rate of the chosen assignment and not have recall rights.

### **Article 24 – Job Security**

- 24.01** No bargaining unit employee shall be laid off as a result of the Board contracting out any of it work or services.
- 24.02** No member of the bargaining unit on probationary or permanent staff shall be laid off or suffer a reduction of or a change in normally scheduled hours of work as a result of the use of volunteers.

- 24.03** The Board agrees no bargaining work shall be performed for the Board under the auspices of an "Ontario Works" or similar program.
- 24.04** In the event that the Hamilton-Wentworth District School Board amalgamates with any other Board of Education, the Hamilton-Wentworth District School Board will make every reasonable effort to secure continued employment for members of C.U.P.E., Local 4153, who were in its employ at the time of amalgamation and to make its best effort to ensure the retention of seniority.
- 24.05** In the event that the Hamilton-Wentworth District School Board enters into a private-public partnership agreement with any other person, company or agency to build or take over any building for the use of the Board, the Board shall make a firm condition of the private-public partnership agreement that the building shall be cleaned and maintained by members of C.U.P.E., Local 4153 in the same manner as all other Board schools. Maintenance and grounds work for the school facility shall, after the normal period of warranty on the new facility and materials, be done by members of C.U.P.E., Local 4153 in the same way that other Board schools' maintenance and grounds work is done.

## **Article 25 – Attendance & Sick Leave**

- 25.01** The following items are not chargeable to the sick leave credit account and shall be without loss of salary:
- a) During such period that an employee is quarantined or otherwise prevented by any order of the Medical Health Authorities from attending upon duties because of exposure to any communicable disease.
  - b) During such period as an employee is serving as a Juror, or subpoenaed as a witness in any proceedings where the employee is not a party and not charged with an offence.
- 25.02** To qualify for sick leave, an employee who is absent from duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board upon return to work. The Board may, at its discretion, require a medical certificate from a qualified physician to cover an absence from work through illness or accident for five (5) consecutive working days or less.
- 25.03** Any employee, upon attaining permanent status with the Board shall be responsible for presenting a certified statement of transferable cumulative sick credits from the last previous Board or Municipality.
- 25.04 Sick Leave Gratuity**
- 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.

- 1) a) During the lifetime of the collective agreement retirement gratuities for all current employees will remain as status quo in accordance with the former Wentworth County Board of Education. (Former Plan attached as information).
- b) Effective September 1, 2001, retirement gratuities for all current employees will remain as status quo in accordance with the former Hamilton Board of Education, with the exception of the maximum retirement gratuity payment for those employees hired after June 30, 1977. The maximum retirement gratuity payment will be based upon one-half (1/2) the number of sick leave days remaining in an employee's account at time of retirement multiplied by the employee's per diem salary at time of retirement up to a maximum of one-half (1/2) year's salary.
- 2) All new employees hired on and after September 1, 1999 shall be required to serve 20 years in the employment of the Board in order to qualify for a retirement gratuity.
  - a) For employees hired on and after September 1, 1999, an employee is entitled to an amount equal to one half the number of sick leave days remaining in the account at time of retirement multiplied by the employee's per diem rate at time of retirement up to a maximum payment of one-half (1/2) year's salary.
  - b) Neither a sick leave gratuity nor a retiring allowance shall be paid to an employee who is dismissed by the Board for just cause.
  - c) Employees who have received a retirement/sick leave gratuity from the Board or predecessor Board will be ineligible to receive another one.
- 3) An employee retiring from the Board must be eligible for a pension under the terms of the O.M.E.R.S. Pension Plan in order to be eligible for a retiring gratuity.
- 4) The Sick Leave Gratuity shall be paid in one lump sum and shall be paid within sixty (60) days following satisfactory proof being submitted by the employee that the employee is in receipt of an O.M.E.R.S. Pension.

## **25.05 Replacement Coverage**

- 1) When an absence occurs within a Board building the following replacement coverage will be initiated, to the best of the Board's ability and subject to the Board not incurring any additional overtime costs:

### **Elementary Schools**

- a) In Schools where there is one (1) Assistant Caretaker – replacement coverage will occur on the same day of absence.
- b) In Schools where there are two to five Assistant Caretakers – no replacement coverage will occur on the 1<sup>st</sup> day of absence. From the 2<sup>nd</sup> to the 7<sup>th</sup> day of absence, fifty per cent (50%) of the regularly scheduled hours of an Assistant Caretaker will be replaced. Full replacement coverage will occur on the 8<sup>th</sup> and subsequent day of absence.
- c) No replacement coverage will occur on the 1<sup>st</sup> day of absence for Caretakers. From the 2<sup>nd</sup> to the 7<sup>th</sup> day of absence, fifty per cent (50%) of the regularly scheduled hours of an absent Caretaker will be replaced. Full replacement coverage will occur on the 8<sup>th</sup> and subsequent day of absence.
- d) Replacement coverage will occur on the same day of absence for the position of Head Caretaker whether it is a full-shift or a partial shift.
- e) In Schools where there is a Board approved Day Care, replacement coverage will be initiated at fifty per cent (50%) for the first seven (7) days of absence of the regularly scheduled hours of the employee who is responsible for cleaning the day care. Full replacement coverage will occur on the 8<sup>th</sup> and subsequent day of absence.

### **Secondary Schools**

- a) Subject to section #4 below, in secondary schools replacement coverage shall occur within the school.
  - b) If there are more than two (2) employees absent at the same time in a secondary school, replacement coverage will be initiated where in the opinion of the Immediate Supervisor it best meets the needs of the building.
  - c) For Caretakers and Assistant Caretakers, no replacement coverage will occur on the 1<sup>st</sup> day of absence. From the 2<sup>nd</sup> to the 7<sup>th</sup> day of absence, fifty per cent (50%) of the regularly scheduled hours of an Assistant Caretaker or Caretaker will be replaced. Full replacement coverage will occur on the 8<sup>th</sup> and subsequent day of absence.
  - d) Replacement coverage for the Head Caretaker(s), whether it is a full-shift or a partial shift, shall occur firstly within the school among the employees who are regularly assigned and qualified.
  - e) The Board may invoke article 12.03 (h)-(iii) for replacement coverage.
- 2) The Board will endeavour to provide for a qualified employee (up to the first four absences) to be used as replacement coverage for a Head Caretaker in an Elementary School. It is understood that the 5<sup>th</sup> and subsequent absence of a Head Caretaker on the same day will be filled in the most convenient manner. After the second day of absence the Head Caretaker position in an Elementary School will be filled by a qualified employee.

- 3) For short term absences the senior employee providing the replacement coverage does not have to be fully qualified for the position.
- 4) Replacement coverage will occur first from among the unassigned floaters and then the casual assistant call in protocol shall be on a seniority basis as provided for in Article 11.01 (a).
- 5) It is understood by the parties that replacement coverage during school break periods – Christmas, March Break and July and August will only be initiated when in the opinion of the Immediate Supervisor it best meets the needs of the building.

#### **25.06 Overtime Lieu Time**

- a) Effective September 1, 2001, a member will be allowed to accumulate overtime hours up to a maximum of ten (10) days per year as lieu time, calculated at the appropriate premium rate as outlined in Article 15.02 and 15.03. The member will indicate to the Immediate Supervisor the intent to bank overtime hours.
- b) The member may request to take the banked overtime hours as paid time off at the following times in the school year subject to the restrictions outlined in clause #C:  
  
Up to a maximum of five (5) days during July and August (exclusive of the week prior to school start up).  
  
Up to a maximum of five (5) days during either the Christmas Break and March Break periods.
- c) In order to meet the cleaning requirements of the school, no more than one-third (1/3) of the school staff may be allowed off at any one time during the same period unless it is agreed to by the Immediate Supervisor.
- d) The banked overtime hours may be held for a maximum of one (1) year. If banked overtime hours are not used, the Board shall make the payment to the member.

### **Article 26 – Appendices**

- 26.01** All appendices will form part of this Agreement.

## Article 27 – Duration

**27.01** This agreement shall remain in force from September 1, 2014 up to and including August 31, 2017, and shall thereafter continue in force for a period of one (1) year unless either party shall give notice to the other not more than ninety (90) days prior to the expiration date therein that it desires revision, modification or termination of this Agreement at its expiration date. In the event that either party does give such notice, the parties will meet to negotiate within fifteen (15) days after the giving of such notice.

Duly executed by the parties hereto at the city of Hamilton this 8<sup>th</sup> day of December 2015.

ON BEHALF OF C.U.P.E., LOCAL 4153

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ON BEHALF OF THE BOARD

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## Appendix "A" – Hours of Work

The regular hours of work are Monday to Friday. For schools that require a seven (7) day work schedule, the regular hours of work will include Saturday and Sunday. It is also understood that the shift schedules may be altered to best meet the needs of the building. In order to ensure that system needs are adequately met, any of the below hours of work may be altered. This will be determined by, and require mutual consent between, the Board, the employee and the Union.

- 1) For Day Shift Head Caretakers: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - two 15 minute breaksDay Shift: 6:00 am – 2:00 pm OR 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm
- 2) For rotational Day/Afternoon secondary Head Caretakers: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - two 15 minute breaksDay Shift: 6:00 am – 2:00 pm OR 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm  
Afternoon Shift: 2:00 pm – 10:00 pm
- 3) For rotational secondary Caretakers: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - two 15 minute breaksDay Shift: 6:00 am – 2:00 pm OR 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm  
Afternoon Shift: 2:00 pm – 10:00 pm OR 3:00 pm – 11:00 pm
- 4) For 40 hr. Assistant Caretakers: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - two 15 minute breaksDay Shift: 6:00 am – 2:00 pm OR 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm  
Afternoon Shift: 2:00 pm – 10:00 pm OR 3:00 pm – 11:00 pm
- 5) For 30 hr. Assistant Caretakers: 6 consecutive hours inclusive of the following:
  - 20-minute paid lunch
  - one 15-minute breakAfternoon Shift: 2:00 pm – 8:00 pm OR 2:30 pm – 8:30 pm OR 3:00 pm – 9:00 pm
- 6) For 20 hr. Assistant Caretakers: 4 consecutive hours inclusive of the following:
  - one 15-minute breakAfternoon Shift: 2:00 pm – 6:00 pm OR 2:30 pm – 6:30 pm OR 3:00 pm – 7:00 pm
- 7) For Maintenance Staff: 8 consecutive hours inclusive of the following:
  - 20-minute paid lunch

- two 15 minute breaks

Day Shift: 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm OR 7:30 am – 3:30 pm  
Afternoon Shift\*: 2:00 pm – 10:00 pm OR 3:00 pm – 11:00 pm

Unless otherwise agreed, the above hours shall constitute the regular scheduled hours of work and shall be used to comply with Article 12.03(b).

It is understood that shift schedules may be altered to best meet the needs of the building during non-instructional periods when students or staff are not present. Examples are: Christmas and Mid-Winter Break Periods and July and August.

### **Day Care/First Base**

During non-instructional periods coverage shall be shared equally amongst the employees at the school, excluding the Head Caretaker. In the event that there are only 2 Head Caretakers in a Secondary School available, the shifts may be adjusted to meet the needs of the building.

\* Maintenance staff hired on or after September 1, 1999 may be required to work afternoon shift or weekends with two (2) weeks prior notice.

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## Appendix "B" – Wage Rates and Classification

Effective September 1, 2006, employees with water certification and performing water testing at a designated school as determined by Facilities Management will receive an allowance of fifteen (15) cents per hour.

Effective September 1, 2011, employees who are required to obtain a BESC and have enrolled in the training will receive an allowance of thirty-three (33) cents per hour.

	Sept. 1, 2014	Sept. 1, 2015*	Sept. 1, 2016	Feb. 1, 2017
	[\$per hour]	[\$per hour]	[\$per hour]	[\$per hour]
<b>Assistant Caretaker</b>				
Minimum	19.89	19.89	20.09	20.19
1 Year	20.10	20.10	20.30	20.40
2 Years	20.37	20.37	20.57	20.68
<b>Caretaker</b>				
Minimum	20.50	20.50	20.70	20.81
1 Year	20.75	20.75	20.96	21.06
2 Years	21.08	21.08	21.29	21.40
<b>Cooks</b>				
Minimum	21.63	21.63	21.85	21.95
1 Year	21.86	21.86	22.08	22.19
2 Years	22.12	22.12	22.34	22.45
<b>Head Caretakers</b>				
<i>Small Elementary and Secondary Afternoons</i>				
Minimum	21.93	21.93	22.15	22.26
1 Year	22.36	22.36	22.58	22.70
2 Years	22.61	22.61	22.84	22.95
<i>Medium Elementary</i>				
Minimum	22.41	22.41	22.63	22.75
1 Year	22.65	22.65	22.88	22.99
2 Years	22.98	22.98	23.21	23.32
<i>Large Elementary/Secondary Day Shift Head Caretakers</i>				
Minimum	22.61	22.61	22.84	22.95
1 Year	23.10	23.10	23.33	23.45
2 Years	23.36	23.36	23.59	23.71
<b>Maintenance 1</b>				
[Plumber, Electrician, Burner Mechanic,	24.97	24.97	25.22	25.35

HVAC/Controls]				
<b>Maintenance 2</b>				
[Carpenter, Painter, Glazier, Locksmith, Asbestos Chief]	24.66	24.66	24.91	25.03
<b>Maintenance 3</b>				
[Preventative Maintenance, Asbestos Mechanic, General Mechanic]	22.98	22.98	23.21	23.32

**\* September 1, 2015: 1% lump sum payment**

**Implementation Notes:**

- The rate of pay for Head Caretakers in Elementary Schools will be based on the following square footage of the school, which includes portapacks but excludes portables:

Small Elementary	0 - 24,999 square feet
Medium Elementary	25,000 - 44,999 square feet
Large Elementary	45,000 square feet and over
- Any school identified as a Large Elementary School under the previous respective Collective Agreements or Common Provisions will remain as Large Elementary Schools until the position has been vacated. Once the position has been vacated, it will be posted in accordance with the appropriate square footage identified in number 1 of the Implementation notes above.

**Increment and Salary on Promotion**

- An employee not at the maximum salary of a Grade level shall advance on the salary grid by means of an increment in accordance with the respective salary grid steps.
- An employee will advance on the salary grid at either one (1) year or two (2) years from date of appointment to the position.
- Where a member is promoted to a position classified at a higher salary level, the member shall receive the minimum salary for the higher level.
- If the member's salary prior to promotion is greater than the minimum salary at the next level, the member shall receive the next higher salary step to their present salary and progress toward the salary maximum for the level in accordance with the incremental schedule for the classification.



## **Appendix “C” – Basic Group Life Insurance**

Benefits of the Group Life Insurance Plan shall be as detailed in the master policy shall provide insurance of \$50,000. New employees shall be eligible for enrollment on the first day of the month following their probationary period.

### **Amended Provision of Group Life Policy – Total Disability Benefit**

If a member of the Plan becomes totally and permanently disabled before reaching the age of 65 years, the member must select one of the following options at the time of disability:

OPTION 1 – The member may elect to receive life insurance in effect at the date of disability subject to a maximum of \$50,000. Such amount would be paid in a series of sixty (60) equal monthly installments while the disability continues but in no event beyond the member’s 65<sup>th</sup> birthday. Any insurance in excess of \$50,000 will be continued in force without payment of premiums as long as the member remains totally disabled (subject to any reductions or termination due to age as provided).

### **Amended Provision of Group Life Policy – Total Disability Benefit**

If a member of the Plan who is in receipt of monthly installments dies before the full number of monthly installments has been paid, the commuted value of the remaining unpaid installments will be paid to the member’s beneficiary of record.

OPTION 2 – The member may elect the waiver of premium benefit whereby the total amount of life insurance in effect at the time of disability will be continued in force without payment of premiums as long as the member remains totally disabled but in no event beyond the members 65<sup>th</sup> birthday. Once a member of the Plan selects either Option 1 or Option 2, there will be no further opportunity to change the Option chosen.

## Appendix “D” – Pension Plans

The Ontario Municipal Employee’s retirement System (OMERS) shall be the recognized pension Plan for this bargaining unit composed of Caretakers, Maintenance Staff and Cooks. The Board shall make the appropriate deductions from the members pay and submit to OMERS, the necessary member and Board pension contributions as required. A members credited service will be pro-rated in accordance with the normal OMERS regulations.

The Board shall maintain any and all pension plans to which members of this bargaining unit belong prior to the signing of this Agreement.

For employees regularly employed for twenty-four (24) hours per week or more, enrolment into the OMERS Basic Pension Plan is mandatory. An employee’s credited service will be pro-rated in accordance with normal OMERS Regulations.

For employees regularly employed for less than twenty-four (24) hours per week, enrolment into the OMERS Basic Pension Plan is optional consistent with the provisions of the *Ontario Pension Benefits Act* and OMERS.

The Board and CUPE Local 4153 agree to meet and identify any concerns regarding the administration of the OMERS pension plan and if necessary communicate as appropriate to the bargaining unit.

## Appendix “E” – Training

All employees must successfully complete Board approved well water training in order to be placed in a school where they have well water.

An employee must successfully complete all sections of the following Training Program in order to qualify to post for a Caretaker position:

### Section 1

Successful completion of the Caretaking Services' Training modules on:

- i) Boilers and Accessories
- ii) Climate Control Equipment
- iii) Minor Electrical Repair
- iv) Minor Plumbing Repair
- v) Ladder
- vi) Building Automation Systems

Note: In order to post for a Caretaker position the successful applicant must have all the above listed courses with the exception of Climate Control Equipment and Building Automation Systems, unless posting for a school with Climate Control or Building Automation Systems.

### Section 2 - For Promotion to a Head Caretaker

In order to qualify to post for an elementary Head Caretaker (Small, Medium or Large) or secondary day Shift Head caretaker, an employee must:

- i) be fully qualified as per the terms of Section 1 of Appendix “E”
- ii) have served in the posted position of caretaker for one (1) year
- iii) successfully complete any mandatory refresher program to be implemented by the Board.

For designated BESC [Building Environmental Systems Certificate] positions, the following shall be an additional requirement for posting:

- iv) successful completion of a BESC

### BESC Committee

The Board shall consult with Union representatives to designate specific locations where the Head Caretaker position shall have a BESC requirement. The Committee shall meet within thirty (30) days of final ratification. Thereafter the Committee shall meet on an ad-hoc basis.

### Implementation Notes - Building Environmental Systems Certificate

All current Head Caretakers, in BESC designated buildings are required to enrol in the BESC program. Any employees who post into these positions shall be required to enrol in the BESC Program.

The Board shall offer program modules, during normal working hours, starting in September of each school year during the 2006-2010 term. The program module currently consists of six (6) modules which run consecutively and each employee must complete the entire program within two years of first commencing the program.

The Board will pay for each module of the course including required materials provided the employee successfully completes and has full (100%) attendance for each module. Any absences will be reviewed by the Manager of Caretaking Services.

Employees must sign a Payroll deduction waiver authorizing the Board to deduct the cost of the module plus textbooks in the event the employee fails the module.

If an employee fails a module they:

- i) will be required to reimburse the Board the cost of the module and materials.
- ii) may reapply to the BESC training list and be placed at the bottom of the list.
- iii) will be placed in a vacant position with a comparable schedule that is not designated as having a BESC requirement. The employee shall be red-circled at their current rate of pay for up to twenty-four (24) months or until such time as the employee posts out.

Employees may choose to complete the Board recognized BESC program on their own time outside of regular paid hours and at their own cost. Upon providing proof of successful completion of the Board recognized Program, the employee may submit the original receipts for reimbursement of tuition and textbooks.

Effective June 2010, an employee must successfully complete the BESC in order to post for a school as designated as having a BESC requirement.

Please see Letter of Agreement re: BESC Training on page 110

## Appendix "F" – Terms and Conditions Applicable to Casual Assistants

- a) Casual employees will be paid September 1, 2011 \$14.35, September 1, 2016 \$14.49, February 1, 2017 \$14.56] during the probationary period. Upon successful completion of the probationary period, casual employees will be paid the rate of the assignment when called in to replace an absent employee. A casual employee who is called in will be paid a minimum of three (3) hours for the day.
- b) Casual employees shall accrue seniority on a day for day basis.
- c) For purposes of the job posting provisions of Article 12 only, a laid off employee whose recall rights have been exhausted, will utilize previously accrued seniority gained as a permanent employee, plus the seniority standing accrued as a casual employee.
- d)
  - i) If a casual employee is appointed to the regular staff, the employee shall carry forward the employee's seniority under the terms of Article 11.02.
  - ii) In determining seniority, where two or more employees have the same hire date, the tiebreaker shall be decided by lot. The Union shall participate in this process.
- e) Casual employee may fill in for any position in the bargaining unit providing they are qualified.
- f) If a Casual employee is assigned as a replacement for an absent employee for more than three (3) consecutive days and is subsequently off sick for more than three (3) consecutive days, the Casual employee must, upon return to work, produce medical documentation from a licensed medical practitioner or dentist, which verifies the absence was for medical reasons.
- g) If an employee refuses an assignment on three (3) consecutive occasions, without a bona fide reason, the employee's name shall be removed from the casual list.
- h) If an employee is unavailable for assignment for a period of three (3) consecutive months, other than for pregnancy/parental leave, a leave of absence granted by the Manager/Trainer, Caretaking Services, or illness certified by a medical practitioner, the employee's name shall be removed from the casual list. Under unusual circumstances the Board may extend the period for an additional three (3) months.
- i) The Board agrees to deduct regular monthly union dues from the pay of casual employees in accordance with Article 2.04 after the completion of the probationary period under the terms of Article 11.02.

## Appendix "G" – Supplemental Employment Benefit (SEB) Plan [September 1, 2006]

1. The object of the plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. This plan covers the CUPE Bargaining Unit employees.
3. The other requirements imposed by the Employer for the receipt or the non-receipt of the SEB are:
  - a) An Employee must be eligible to receive pregnancy or parental leave benefits from E.I.
  - b) An application for supplementary employment benefits must be made by the Employee on a form provided by the Employer and the Employee shall provide verification of the approval of E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.
  - c) Payment will not be made for any week in the waiting period, which falls outside the Employee's normal employment period. An Employee employed on a ten (10) month basis will not be supplemented for any week during the waiting period, which falls during the months of July and/or August.
4. Employees must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non-receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
6. Employees do not have a right to SEB payments except for supplementation of E.I. benefits for the unemployment period as specified in the Plan.
7. The benefit level paid under this plan is set at a weekly rate equal to seventy percent (70%) of the Employee's weekly insurable earnings under E.I. It is understood that in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by Employees will not exceed ninety-five percent (95%) of the Employee's normal weekly earnings. \*see central clause C12.1 g)
8. The maximum number of weeks for which SEB is payable is for the two (2) week waiting period.
9. The plan is financed from the Employer's general revenues or through a Trust Fund. SEB payments will be kept separate from payroll records.
10. The Employer will inform the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days of the effective date of change.

11. The Employee must provide the Employer with the proof that the Employee is getting E.I. benefits or that the Employee is not getting benefits for reasons specified in the plan.
12. The Employer will use the E.I. receipt of the Employee to verify that the Employee is receiving E.I. benefits or other earnings.

DRAFT

## **Letter of Understanding**

**Re: Violence, Harassment and Racial Concerns for Members of CUPE Local 4153**

The parties agree that it is important to deal with issues with respect to violence, harassment and racial issues in Board facilities relating to members of the Union. When issues arise the matter will be discussed with the Manager, Caretaking Services and an attempt to resolve the problem will be made, along with Union representatives. If the matter cannot be resolved at this stage, the Manager of Caretaking Services will establish a committee to recommend procedures to deal with the specific incident. The committee will consist of three (3) representatives of management and three (3) representatives of the Union. The mandate of the committee will be to recommend procedures to deal with:

- i) the prevention of violence and assaults against members of C.U.P.E., Local 4153;
- ii) the education of members regarding harassment and racial incidents,
- iii) personal protection of members while in Board facilities.

## **Letter of Understanding**

**Re: Workload**

Should either the Board or the Union identify significant problems in workload which would initiate a review of work scheduling of an individual employee, a joint committee shall be established comprised of two (2) representatives from the Union and two (2) representatives of the Board to review the concerns.

## **Letter of Understanding**

**Re: Student Supervision**

The Hamilton-Wentworth District School Board and CUPE Local 4153 agree that in no case shall general student supervision be assigned to a classification or position in the bargaining unit, where supervision is not a core duty of that classification. This does not diminish any employee's obligation to assist in emergency situations under the *Safe Schools Act*.

## **Letter of Understanding**

**Re: Contracting Services**

The Hamilton-Wentworth District School Board and CUPE Local 4153 are committed to open communications and a transparent process in regard to contracting services. The parties agree to discuss and review opportunities for work that could be performed within the bargaining unit.



## **Letter of Understanding - PDT**

**Re: Staffing Funding Enhancement for 2009 -2010 Custodial/Maintenance Staff (School Operations)**

The parties agree that as of May 27, 2008, there were 425.5 FTE in the bargaining unit [to be verified].

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square meter by \$1.41.

The Parties note the Government's requirement that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/ Maintenance/Skilled Trades, considering:

- Existing local staffing formulas;
- The new requirements for monitoring water quality; and
- The importance of maintaining school buildings and grounds in good physical condition.

HWDSB must apply this enhancement in 2009-10 up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in Custodial/Maintenance/Skilled Trades that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance Staff/Skilled Trades 2009-10 up to the value of the Board's share of this new allocation.

The HWDSB shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

## **Letter of Understanding – PDT**

**Re: Group Benefits and Other Working Conditions**

In accordance with the terms of the provincial Discussion Table [PDT] for the 2008-2012 collective agreement, the Hamilton-Wentworth District School Board and CUPE Local 4153 will meet to review and apply the Additional Enhancement Monies for the enhancement of group benefits and other working conditions to be effective September 1, 2010.

- A Tripartite Benefits Committee will be established to explore and review options to sustain benefits entitlements to CUPE members beyond August 31, 2012, in an expenditure neutral fashion for school boards and the government. The Parties acknowledge that other education support workers' unions may be invited to join this Committee. The initial Committee meeting shall occur no later than April 1, 2009. All expenses related to the participation in the Committee will be funded by the Ministry of Education. All time spent by members to attend meetings of the

Committee shall be treated as paid time based on a regular work day.

- The Parties agree that the Boards' share of the \$50 million 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through increased benchmarks in the GSN on March 26, 2008 shall be used to assist Boards with the existing cost of benefits.
- The Parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks), effective in 2010-11, to enhance group benefits and other working conditions for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.
- Boards must spend no less than their allocated amount under this \$33 million enhancement.
- The CUPE Local's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.
- Each School Board shall share the financial analysis and calculations of this allocation with the CUPE local Bargaining Unit.
- All group benefit coverage levels, provisions and practices in place in 2007-2008, and not revised under this \$33 million enhancement, shall remain *status quo* for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.
- Upon written request, School Boards shall provide the local CUPE Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar to, but not limited to, the information provided by School Boards in a public procurement process.

### **Letter of Understanding – PDT**

**Re: Transferability of Other Education Support Workers PDT Agreements**

The Government has made a commitment that the HWDSB and CUPE Local 4153 would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the HWDSB and CUPE Local 4153 fully complying with the conditions associated with the governing PDT Agreement signed by CUPE and OPSBA.

## Letter of Understanding – PDT

### Re: Professional Development

CUPE Local 4153 and the Board jointly agree to a philosophy which encourages professional development for staff. A professional development committee with the parties as equal participants will be established as per the PDT agreement and meet within thirty [30] days of ratification to review professional development opportunities and make recommendations to the Board for the one-time allocation in 2008-2009 subject to the receipt of Ministry funding.

The proportionate share of money for the CUPE bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education based upon the CUPE 4153 FTE to the total FTE of the HWDSB's unionized and non-unionized education support workers as reported in the HWDSB's 2006-2007 financial statements. The Board shall share the financial analysis of this allocation with CUPE Local 4153.

## Letter of Agreement

### Re: Chemical/Equipment Review Committee

The parties agree to continue the Joint Chemical/Equipment Review Committee during the lifetime of the Collective Agreement. The Committee shall be composed of three (3) management representatives and three (3) C.U.P.E., Local 4153 representatives. The Union representatives shall be chosen by the Union. The mandate of the committee shall include but not be limited to:

- i) the development of guidelines governing the purchase of chemicals/equipment used in Board facilities;
- ii) identify alternatives to any potentially hazardous chemicals/equipment; including the promotion of environmentally friendly products in Board facilities resulting in an improved outdoor ecosystem to support student learning and a healthy workplace environment.
- iii) the Committee shall meet two (2) times a year, excluding the months July and August. Additional meetings can be scheduled upon the mutual agreement of the Board and Union.

## Letter of Agreement

### Re: Inclement Weather

The parties agree, during the lifetime of the Collective Agreement, that members of C.U.P.E., Local 4153 shall be covered by Board Policy if the school(s) are closed due to inclement weather. Should the policy be revised at any time, the parties shall meet forthwith to consider any impact such a policy change would have on members of C.U.P.E., Local 4153.

## Letter of Agreement

Re: **Job Security [June 29, 2004]**

The Board agrees that no member of C.U.P.E., Local 4153 on permanent staff as of date of ratification will be laid off (excluding the non-instructional periods for Cooks) during the lifetime of the Collective Agreement. The Board also agrees that during the lifetime of the Collective Agreement, any job loss in the bargaining unit will be done through attrition.

## Letter of Agreement

Re: **Training Committee**

The parties agree to meet within 30 days of ratification to discuss a training plan for caretakers going forward. Prior to this meeting, the Board will review the current training records of all caretaking staff to determine which employees have not taken the courses as reference under Appendix "E". The mandate of this committee will be to discuss a schedule of implementation. In addition, the committee will also discuss training for new equipment and preventative maintenance.

DRAFT

**LETTER OF UNDERSTANDING**

**BETWEEN**

HAMILTON WENTWORTH DISTRICT SCHOOLBOARD  
(Hereinafter "The Board")

**AND**

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4153  
(Hereinafter "The Union")

**COLLECTIVELY**  
(The "Parties")

Re: Article 12.04 Job Postings

**WHEREAS** the Parties agreed to new language (2014-2017) under Article 12.04, Job Postings, requiring the Board to post vacancies only once a month. The agreed to language reads:

*" In administering to the procedures of Article 12 the Board shall endeavour to post all vacant positions once per month. The dates shall be determined by the Board prior to September 1 for the upcoming school year. The Union will have to opportunity to review the dates and provide suggestions for change.*

*It is recognized that the above procedures will not necessarily apply in the months of July and August."*

**NOTWITHSTANDING** the aforementioned, the Parties agree that there are ongoing concerns with the application of the agreed to Article 12.04;

**AND THEREFORE** the Parties agree to resolve the above matter and agree to replace the 2014-2017 agreed to Article 12.04 to new language as below;

Article 12, Job Posting

- a) In administering the procedures of Article 12 the Board shall post all vacant positions on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday of each month. It is recognized that the above procedures will not necessarily apply in the months of July and August.
- b) Applicants to a specific job posting cannot withdraw their application, once the job posting has closed.
- c) The Board will place the most senior applicant into the job posting provided they have the necessary qualifications.

# Letter of Agreement

Between

**Hamilton-Wentworth District School Board**

**(The Board)**

And

**Canadian Union of Public Employees Local 4153**

**(The Union)**

## **RE: Building Environmental Systems Certificate (BESC) Training**

The parties mutually agree to the following changes to Appendix E – Training of the Collective Agreement:

1. The BESC will no longer be a requirement in order to apply for buildings that are labelled BESC;
2. Head Caretakers currently in a BESC building who have successfully completed the training, will be eligible for the allowance as outlined in Appendix B. Such allowance will continue while working in a BESC building;
3. Head Caretakers working in a BESC building who have not completed the training will not be eligible for the allowance as outlined in Appendix B;
4. Caretakers who enrol and complete the BESC course as outlined in Appendix E will be continue to be eligible for reimbursement upon successful completion of the course.