

COLLECTIVE AGREEMENT

BETWEEN



**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT
SCHOOL BOARD (“the Board”)**

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES AND IT’S
LOCAL 1479-2 (“the Union”)**

Instructors and Designated Early Childhood Educators

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).
CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

- i. within 90 (ninety) days of the expiry date of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

- b) Notice to bargain centrally constitutes notice to bargain locally.
- c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a) **Dispute Resolution**

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

b) **Not Adjudicative**

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

C4.6 Role of the Central Parties and Crown

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

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

b) The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.

- c) The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #10. Arbitrators on the list will be used in rotation, based on availability, for the 2019-2022 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 Benefits

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").
- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.

- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.
- d) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

- e) Funding related to the CUPE EWBT will be based on the following:
 - f) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - g) The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
 - h) The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.
 - i) Funding amounts:
 - j) September 1, 2019: 1% (5,544.01 per FTE)
 - k) September 1, 2020: 1% (\$5,599.45 per FTE)
 - l) September 1, 2021: 1% (\$5,655.45 per FTE)
 - m) Funding will be made retroactive to September 1, 2019.
 - n) Funding changes described in a) and b) are contingent on the CUPE EWBT agreeing that any enhancements to the CUPE Benefit plan shall be consistent with the following parameters:
 - o) The Claims Fluctuation Reserve (CFR) shall not decrease below 25% of total CUPE benefit plan costs for the prior year and,
 - p) the three-year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure

of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall also be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C6.00 Sick leave

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

"Casual Employees" means,

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

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

"Fiscal Year" means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical

condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without

deduction from the sick days or short-term disability leave days (remainder of six weeks topped-up as SEB).

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities

(where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

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

For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities

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

PHYSICAL (if applicable)

Walking:

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

Standing:

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

Sitting:

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

Lifting from floor to waist:

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

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

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): _____ No

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

Yes No

Please check one:

- Patient is capable of returning to work with no restrictions.
 Patient is capable of returning to work with restrictions. **(Complete Part 2)**
 I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

Recommended date of next appointment to review Abilities and/or Restrictions:	dd	mm	yyyy
PART 3 – Confirmation and Attestation			
Health Care Professional: The following information should be completed by the Health Care Professional			
I confirm all of the information provided in this attestation is accurate and complete:			<input type="checkbox"/>
Completing Health Care Professional Name: (Please Print)			
Date:			
Telephone Number:			
Signature:			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks 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 be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

Re: Education Worker Protection Fund

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

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

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

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

APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

Topics the training program will address are the following:

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

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

In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter “CUPE”)

AND

The Council of Trustees’ Associations

(Hereinafter the “CTA/CAE”)

Re: Pilot Project on Expedited Mediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

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;

list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

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

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

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

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements").

It is intended that the Trust be effective no later than May 1, 2017 and that Boards will participate in this Trust on a common date no later than February 1, 2018. The date on which the Boards commence participation in the Trust shall be referred to herein as the "Participation Date".

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.

- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

4.2.0 On-Going Funding

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.
- 4.2.4 In addition to the contributions provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay and as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- 4.2.7 For purposes of 4.2.6 above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- 4.2.8 Amounts previously paid under 4.2.3 and 4.2.4 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

7.0.0 ACCOUNTABILITY

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three-year period.

If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the union to all new members within 15 to 30 days from their acceptance of employment.

10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A (which follows).

10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

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

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

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

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

11.4.0 Within thirty (30) days following a request by the Trustees, a Board shall permit a chartered professional accountant acting on the Trustees' behalf to carry out an inspection, audit or examination of the books of account, documents, payrolls, records, and other materials relating directly to its participation in this Trust.

12.0.0 CLAIMS SUPPORT

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

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

13.0.0 PRIVACY

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

CUPE – PART B: LOCAL TERMS

See Central Agreement: Letter of Understanding #1 Re: Status Quo Central Items

Article 1 - Preamble and Purpose

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide the means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provision.

Without restricting the generality of the foregoing, it is the intention of the parties to:

- (a) maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and conciliation in all matters pertaining to working conditions, employment, and the providing of services;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, wellbeing and security of all employees of the Board in the Union.

Article 2 – Recognition

2.01 The Board recognizes the Union as the sole bargaining agent for the following employees:

Instructors and Designated Early Childhood Educators employed within the geographic jurisdiction of the Board, save and except employees normally working less than fifteen (15) hours per week or employees for any trade union holds bargaining rights pursuant to existing collective agreements as at June 1, 2000 or pursuant to Part X.1 of the Education Act.

Article 3 - Management Functions

3.01 The Union acknowledges that it is exclusively the function of the Board to:

- (a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees subject to the provisions of this Agreement provided that a claim of discriminatory promotion, demotion or lay-off or that an employee has been suspended or discharged without just cause may be treated as a grievance as provided under the Grievance Procedure;

- (c) maintain and enforce rules and regulations governing the conduct of the employees and to establish fair and reasonable standards of performance for employees; and
- (d) generally to manage the Board and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Board's operation not otherwise specifically dealt with elsewhere in this Agreement.

3.02 The Board agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement.

Article 4 - Strike or Lockout

4.01 The Board agrees that there will be no lockout of employees and the Union agrees that there will be no strike. The words "strike" and "lockout" shall bear the meaning given them in the current Ontario Labour Relations Act.

Article 5 - Relationship

5.01 The Board and the Union agree that there will be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status, disability, or by reason of membership or activity in the Union.

Where any of the above terms, are defined in the *Ontario Human Rights Code* those same definitions apply in respect to interpreting this Article.

5.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Board by any of its members or by representatives of the Union. The Union further agrees there will be no solicitation for the membership, collection of dues or other Union activity on the premises of the Board during the employee's working time, except as specifically permitted by this Agreement.

5.03 The Algonquin and Lakeshore Catholic District School Board believes that the climate in the workplace must be one which recognizes and promotes a sense of dignity among all employees and encourages the development of an attitude of respect among employees and others associated formally and informally with the operation of the school system.

To this end, the Board has provided an administrative regulation that provides mechanisms and support for the investigation and resolution of harassment complaints.

Harassment is defined as conduct or a vexatious course of conduct that includes, among other things, disparaging comments (eg., inappropriate gender related comments), distribution of discriminatory materials, behaviour intended to incite hatred or other verbal or physical conduct of a nature which is known, or ought reasonably to have been known, to be unwelcome when such conduct involves any of the following prohibited grounds of discrimination:

- a) race
- b) ancestry
- c) place of origin
- d) colour
- e) ethnic origin
- f) citizenship
- g) creed (religion)
- h) age
- i) record of offences (in employment – a conviction for an offence under provincial law or a conviction under the Criminal Code for which a pardon has been granted and not revoked)
- j) sex (includes pregnancy)
- k) sexual orientation
- l) family status (parent and child relationship)
- m) marital status
- n) disability or perceived disability (under the Ontario Human Rights Code) “because of handicap” means that the person has or has had, or is believed to have or had:

any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, including diabetes, mellitus, epilepsy, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, or physical reliance on a guide dog or on a wheelchair or other remedial appliance or device,
a condition of mental retardation or impairment, a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language, a mental disorder, or an injury or disability for which benefits were claimed or received under the Workplace Safety & Insurance Act.

Article 6 - Union Security

- 6.01 All present employees and all new employees shall have a deduction made from each pay to cover their monthly dues.
- 6.02 Deductions shall be forwarded by direct deposit within ten (10) working days of the last payroll date of each month, to an account designated by the Local Union. A report of same including a list of the names, their status as either full-time or part-time or

temporary, employee identification numbers, and the amount of dues deducted from each employee shall be forwarded to the Secretary-Treasurer of the Local.

6.03 The Union shall indemnify and save the Board harmless with respect to all claims and demands against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this article. The Board agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect and with the conditions of employment as set out in the articles dealing with the Union security and dues check-off.

6.04 Union Orientation Sessions

(a) Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

(b) All members of the Union

All employees who are now members of the Union and all new employees covered by this collective agreement shall, as a condition of employment, become members of the Union. The Board will provide a copy of the collective agreement and the benefits package in effect to each new employee.

(c) Orientation Sessions

Where the employer conducts staff orientation sessions, the union will be provided a half (1/2) hour during such session to make a presentation about membership in the Union. The employer will leave the room during the union presentation. The union will provide the employer with copies of materials used in such session and will not disparage the employer during the presentation.

(d) Notification of New Hires

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

Article 7 - Representation

7.01 The Board agrees to recognize two (2) stewards (1 steward from the east and 1 steward from the west of the geographic area of the Board) one of whom will be elected or appointed to be the Chief Steward.

- 7.02 The Board will recognize a Grievance Committee composed of the President or designate and the steward representing the area.
- 7.03 The Union shall keep the Board notified in writing of the names of its Stewards before they need be recognized.
- 7.04 (a) It is understood that the Stewards have their regular work to perform and that if it is necessary for them to contact employee(s) for union business, or service a grievance during working hours within the terms of this collective agreement, they will not leave their work without first obtaining the permission of their Principal or designate. In obtaining such permission (which will not be unreasonably withheld), the Steward shall state his/her destination to his/her Principal or designate and report again to him/her at the time of his/her return to work.
- The Board agrees that the Stewards shall not suffer any loss in pay for time necessarily spent during regular working hours while processing grievances under the Grievance Procedures, up to and including Step No. 3. The President of the Local or his/her Designate and the grievor shall not suffer any loss of pay for attending Arbitration provided that it is not a case of discharge or suspension where the grievor is not presently at work in which case the grievor shall receive no payment for attending the Arbitration.
- (b) The parties agree that Stewards must make every effort to represent members by means of telephone or fax prior to making a request to leave work as provided above.
- (c) To ensure that the foregoing can be effectively accomplished the Board agrees to ensure that Stewards have confidential access to phone and fax services and that the member seeking representation is provided with similar confidential phone and fax access.
- (d) The Board will advise an employee in advance of a disciplinary interview and inform the employee of the right to have a union representative in attendance.
- 7.05 The Union will supply the Board with the names of its officers.
- 7.06 The Board will recognize a Bargaining Committee composed of the Local 1479 President or designate and three (3) employees selected by the Union.
- 7.07 The Union shall have the right at any time to have the assistance of a National Representative of the Union when dealing with the Board. The assistance of the National Representative will not unreasonably delay any meetings.

Article 8 - Grievance Procedure

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. If an employee has a complaint, he/she shall discuss it with his/her Principal within twenty (20) working days after the circumstance giving rise to the complaint have originated or occurred. Failing settlement, it may then be taken up as a grievance within five (5) working days following advice of the Principal's decision in the following manner and sequence.

Step No. 1:

The employee and/or his/her Steward shall present his/her grievance to his/her Principal/designate. The grievance shall be in writing on a form as approved by the Union and shall include the nature of the grievance and the remedy sought; failing a settlement, the Principal/designate shall deliver his/her decision to the Union with a copy to the grievor in writing within ten (10) working days following the presentation of the grievance to him/her.

Step No. 2:

Then within ten (10) working days after the decision is given, the Union may advance the grievance to Step No. 2 with the signature of the Chief Steward or President or Vice-President. The Chief Steward, President or Vice-President and the Steward with the grievor in attendance, will meet with the appropriate Superintendent or his/her designate, to discuss the grievance. The Superintendent or his/her designate shall deliver his/her decision in writing to the Union within ten (10) working days following the meeting.

Step No. 3:

Then within ten (10) working days after the decision is given the Union may advance the grievance to Step No. 3. The Union Grievance Committee may present the grievance in writing to the Director of Education or his/her designate. A meeting will be held within ten (10) working days between the Director of Education or his/her designate and the Union Grievance Committee. A Staff Representative of the Union may be present at the request of either the Board or the Union. It is understood that the Director of Education or his/her designate shall have such counsel and assistance as he/she may desire at any meeting with the Grievance Committee. Failing settlement the decision of the Director of Education or his/her designate shall be delivered in writing within ten (10) working days to the Union.

8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) working days after the decision under Step No. 3 is given, the grievance shall be deemed to have been settled or abandoned.

- 8.03 Where no answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 8.04 It is agreed that a grievance arising directly between the Board and the Union shall be originated by either party under Step No. 3 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee and that the regular grievance procedure shall not be thereby by-passed.
- 8.05 No adjustment effected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Employer under the Grievance Procedure except as to bookkeeping error involving an employee's wage.
- 8.06 **Discharge Cases:**
A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Board at Step No. 2 within five (5) working days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Board's action in dismissing the employee;
 - (b) by any other arrangement which may be deemed just and equitable.
- 8.07 Grievance regarding suspension, lay-off, recall, or promotion may be initiated at Step 2.
- 8.08 All grievance time limits may be extended by mutual consent in writing.
- 8.09 By mutual consent, the parties may agree to use the services of a mediator at any time in the grievance process. The grievance shall be put into abeyance to allow for the mediation process. The parties agree to share the costs of the mediation.

Article 9 - Arbitration

- 9.01 When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request, in writing, addressed to the other party to this Agreement. The Parties agree to select a sole arbitrator by mutual agreement, failing which either Party may request that an appointment be made by the Minister of Labour for Ontario.

Upon mutual consent, the parties may agree to submit the matter to a Board of Arbitration in which case the party invoking the arbitration procedure will include the name of its nominee in the original request to submit the matter to arbitration. Within five (5) working days thereafter, the other party shall appoint a nominee; provided,

however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees so appointed shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of seven (7) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.

- 9.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add or amend any part of this Agreement.
- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority (and in the absence of a majority, the Chairperson) will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.06 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 9.07 The time limits fixed in both the Grievances and Arbitration Procedures may be extended by consent of the parties to this Agreement.
- 9.08 **Sole Arbitrator**
The Board and the Union may, by written agreement, substitute a sole Arbitrator selected by mutual agreement of the parties for the Board of Arbitration provided for herein and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

Article 10 - Seniority

- 10.01 There shall be a single seniority list for the bargaining unit.
- 10.02 Seniority and service shall be calculated from the last date of hire of employees.
- 10.03 An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his/her name be placed on the seniority list, until after he/she has worked 480 consecutive hours or twenty (20) consecutive weeks with

the Board whichever comes first. Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority dating from the last date of continuous hire by the Board. The dismissal of a probationary employee shall not be the subject of a grievance.

- 10.04 A person shall lose all seniority and shall be deemed to have terminated employment with the Board if he/she:
- (a) voluntarily quits the employ of the Board; or
 - (b) he/she is discharged and such discharge is not reversed through the Grievance Procedure; or
 - (c) fails to report for work within ten (10) working days after being notified by registered mail by the Board to report for work, unless a satisfactory reason is given; or
 - (d) is absent for three (3) consecutive working days unless a satisfactory reason is given; or
 - (e) is absent due to lay-off for more than two (2) years; or
 - (f) fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless a satisfactory reason is given.
- 10.05 Seniority shall be maintained but shall not accumulate during leaves of absence for any reason in excess of three (3) months except in the case of Board approved Union leave, maternity/paternity leave, adoption leave, parental leave and absence while in receipt of WSIB benefits and absence while on LTD benefits during which time(s) seniority will accumulate.
- 10.06 No employee shall be transferred to a position outside the bargaining unit without his/her consent.
- 10.07 The Board shall notify the Union of the names and seniority dates of all new employees. The Board shall further notify the Union when a probationary employee has been terminated.
- 10.08 The Board, once each year, shall provide the Union with a complete seniority list as of March 31st consisting of all employees, including their classification and is to be forwarded to the Union not later than April 30th of each year.
- 10.09 The Board will provide to the Union a list of employees in the bargaining unit indicating the name, last address and phone number of the employee as provided to the Board, job and group codes, location, original start date, actual FTE, hourly wage rate, hours worked per week, benefit type and description upon request but not more often than once per calendar year. Such list shall be a format as may be agreed between the parties from time

to time. The parties agree that this paragraph will be modified to the extent required, if any, that any legislation or regulation respecting individual privacy is enacted or amended.

- 10.10 Whenever seniority is a factor in this agreement (including for example but not limited to, promotions, transfers, lay-off) it is understood that seniority means the credit as of the first day of the month on which it is being applied. (Specifically for promotions seniority used shall be as of the month of the closing of the job posting and for lay-offs seniority shall be as of the month that the notice of lay-off is issued.)
- 10.11 When two (2) or more members of the Bargaining Unit have the same "seniority", the Board will forward the names and addresses of the employees with their seniority rating to the Union. Two representatives from the Board and two representatives from the Union shall meet at a mutually agreeable time for the purpose of drawing the names of the employees by lot. (Both sides shall choose their respective representatives). The employee whose name is chosen earlier shall be deemed to have greater seniority. The Board shall advise the employees involved of the seniority rankings determined through this draw by letter.

Article 11 - Lay-off and Recall

- 11.01 In cases of lay-off, employees shall be laid off in the reverse order of seniority, provided that employees being retained have the skills or qualifications and ability to perform the work available.

Laid-off employees shall have the option of accepting a job vacancy in the same or lower classification that they currently hold to proceed with the "bumping" process. In accepting a job vacancy, the employee must have the qualifications and ability to perform the work. Positions relative to this Article shall not be posted until this process is complete.

Employees shall be recalled in the order of seniority, provided they have the skills or qualifications and ability to perform the work available.

In the event the Board intends to recall an employee out of order of seniority or to hire a new employee while employees are laid off, the Board agrees to notify senior employees who have not been recalled of the job vacancy or vacancies. Such notice shall be in writing by registered mail to the address of the employee as shown in the Board's records.

Both the Union and the Board encourage employees to ensure that the Board has accurate and updated information with respect to previous work, experience, levels of education, diplomas, degrees, and courses taken so as to assist in the assessment of qualifications and abilities of employees.

- 11.02 The Employer shall notify employees who have completed their probationary period who are to be laid off as follows:
- (a) two (2) weeks' written notice to the Union and employees whose seniority as of the date of commencement of lay-off is less than five (5) years, or
 - (b) four (4) weeks' written notice to the Union and employees whose seniority as of the date of commencement of lay-off is five (5) years or more.
- 11.03 Programs may be discontinued at the discretion of the Board should the enrollment or funding not be sufficient to warrant running the program(s). The Board will, as soon as reasonably possible after the decision to discontinue program(s), confirm in writing the instructor's change in employment status.
- 11.04 It is understood that those persons who are not scheduled to work during school vacation periods shall not be considered on lay-off for purposes of this Article.
- 11.05 It shall be the obligation of the employee to notify the Board of any changes of address. The Board shall be entitled to rely upon the last address furnished by the employee for all purposes.

Article 12 - Promotions and Transfer

- 12.01 When a vacancy occurs or a new position is created in the bargaining unit, the Board shall notify the Union and send a copy of the position to each school for posting for a minimum of five (5) working days in order that all employees in the bargaining unit will know about the position and be able to make written application therefore. It is understood that vacancies will be advertised internally as soon as possible after a vacancy occurs.
- 12.02 When selecting from internal applicants, appointment shall be made of the applicant with the required skills, abilities, experience and qualifications, and where such criteria are relatively equal, seniority shall be the determining factor.
- 12.03 In the event that there are no qualified internal applicants, vacancies may be advertised externally after applicants from the Board's temporary employee list have been considered.
- 12.04 When any position not covered by this Agreement is established during the term of this Agreement or when the required skills, qualifications or educational requirements of a posted position are substantially increased, the position will be evaluated through the Pay Equity process. The rate of pay will be adjusted effective retroactively to the date of appointment for the incumbent(s) if any, to the rate resulting from job evaluation through the Pay Equity process.

12.05 The Local Union President and a designate of the Union shall receive a copy of all job postings and further shall be advised of all successful applicants.

Article 13 - Leaves of Absence

As per Section C12.00 of Part A, and Letter of Understanding #2 of this Collective Agreement and in addition the following:

- 13.01 (a) Leaves of absence without pay for legitimate personal reasons may be granted by the Director, or designate upon written request.
- (b) Leave of absence exceeding one year for legitimate reasons must be approved by the Director, or designate upon written request. To the extent permitted by the insurance policies, the Board may allow employees to purchase benefit coverage while on leave of absence. Premiums payable by the employee during the period of leave will be paid by billing in advance of the leave.
- (c) The Board will grant leave of absence to any number of employees, for a period not exceeding a combined total of twenty (20) working days, in any calendar year to attend Union conventions, conferences or seminars, provided reasonable notice is given to the Board.

The Board shall continue payment of wages to an employee on unpaid leave for Union activities described above. The Board shall invoice the Local Union for the regular hourly wages paid out to employees on said leave and the Local Union shall reimburse the Board for said amounts forthwith.

- (d) Full time Union Representative
Any permanent employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority, by the Board, for a period of up to two (2) years, were operationally viable.

The vacated position shall be deemed a Long-Term Occasional for the duration of the leave. On return from leave, the employee will reclaim their previous position, or if the previous position does not exist the procedure in Article 11 will be followed.

13.02 **Bereavement Leave**

- (a) In the event of the death of an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchild or total dependent living in the same house, the employee will be granted up to five (5) working days leave of absence without loss of regular pay to make arrangements for and attend the funeral.
- (b) In the event of the death of an employee's brother-in-law, sister-in-law, grandparent, son-in-law or daughter-in-law, the employee will be granted up to

three (3) working days leave of absence without loss of regular pay to make arrangements for and attend the funeral.

- (c) It is understood that an employee shall not receive payment for absence on a day or days on which he/she would not otherwise have worked.

13.03 One (1) working day, if necessary, may be granted without loss of pay for an employee to attend the funeral of a relative or friend not mentioned in Article 13.02, if permission is obtained from the Principal or designate.

13.04 (a) Personal leave may be granted not exceeding one (1) day to be used at the employee's discretion. It is understood that this leave will not be taken immediately prior to or after school holidays, vacation with pay or statutory holidays. Notification for leave must be made to the Principal or immediate supervisor at least seven (7) days in advance of the date. In the case of emergency, 13.04 (b) shall apply.

- (b) An additional four (4) days at the discretion of the Director or his/her designate for reasons which are unavoidable or extraordinary, or on grounds of compassion. Such personal leave shall not exceed five (5) days per year. Days for which personal leave is granted shall be deductible from accumulated sick leave and personal leave is not accumulative.

13.05 Pregnancy and Parental Leave

As per Letter of Understanding #2 in Part A if not eligible for employment insurance or the following if eligible for Employment Insurance:

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

- (a) The Board shall grant to employees who have completed the probationary period Pregnancy Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Pregnancy Leave, seniority, sick leave and experience shall be accumulated. Subject to the continuing eligibility requirements as specified by the insurer, the Board shall continue to pay its premium share for insured benefits listed in Article 19 and held at the time of the commencement of the Parental Leave for the period of the leave.

The Employee's portion shall be paid through automated bank withdrawal or other similar method once per month throughout the months of leave. It is understood that should the withdrawal be rejected due to non-sufficient funds the employee shall pay the non-sufficient funds by the financial institution and an additional (\$40.00) for the failed transaction. After two such failed transactions the Board retains the right to discontinue coverage.

- (b) The Board shall grant to employees who have completed the probationary period Parental Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Parental Leave, seniority, sick leave and experience shall be accumulated. The Parental Leave for an employee who takes Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not come into custody, care and control of the parent for the first time. Subject to the continuing eligibility requirements as specified by the insurer, the Board shall continue to pay its premium share for insured benefits listed in Article 19 and held at the time of the commencement of the Parental Leave for the period of the leave.

- (c) Employees shall if possible give the Board at least two (2) weeks' notice of their intention to commence pregnancy and/or parental leave, including the date they plan to return to work. Where there is any change in the planned date to return to work, the employee shall, if possible, give the Board two (2) weeks' notice of such change. The parties encourage employees to give as much notice as possible regarding the commencement and termination of their pregnancy and/or parental leave, ideally eight (8) weeks' notice.

- (d) Supplementary Benefit Plan
 - (i) A supplementary benefit shall be available to an employee for a period of up to fifty-two (52) weeks subject to the following requirements.

 - (ii) The employee must submit an application for the supplementary benefit plan prior to the commencement of the plan. In the case of pregnancy, a medical certificate which certifies that an employee is pregnant and gives the expected date of the birth of the child (as per the Employment Standards Act) shall be included with the application. In the case of adoption, a letter providing proof of having received the child shall be included with the application.

 - (iii) The employee must supply the Board with proof that the employee has applied for, is eligible to receive and is in receipt of Employment Insurance Maternity or Parental benefits in accordance with the Employment Insurance Act.

 - (iv) The employee must sign an agreement with the Board stating that the employee will return to work and remain in the service of the Board, for a period which is equivalent to at least four (4) school months, either directly following the expiry of the Pregnancy/Parental Leave or on a date as mutually agreed by the Board and the employee. This would occur where the employee is entitled to any other Leave as outlined in the Collective Agreement. Should the employee fail to make herself/himself available to return to work, the employee shall make full reimbursement within thirty

(30) days for the amount received as Supplementary benefit, except as waived by the Board.

- (v) During the two (2) weeks waiting period associated with the receipt of Employment Insurance and Parental benefits, the Board shall pay the employee's salary at a rate of seventy-five percent (75%) of his/her current rate.
- (vi) Up to twenty-five (25) weeks payment at the rate of one hundred dollars (\$100) per week shall be paid to the employee, conditional upon the employee being in receipt of Employment Insurance Maternity or Parental benefits in accordance with 13.05 (d) (iii) above.
- (vii) For the period from the 28th week up to the 52nd week, a payment of \$50 per week, conditional upon the employee being in receipt of Employment Insurance Maternity or Parental benefits in accordance with 13.05 (d) (iii).
- (e) Upon return from pregnancy or parental leave, employees will be returned to their former position.
- (f) Nothing in this article shall preclude an employee using accumulated Sick Leave, as outlined in Article 20, before the commencement of the Maternity Leave.

13.06 Adoption Leave

Upon written request, adoption leave shall be granted. Adoption leave shall be granted to a maximum of twelve (12) months and shall run concurrently with Article 13.05(b).

An employee's seniority shall accumulate during adoption leave.

The leave shall be unpaid except that the employee shall be entitled to the SBP Plan for parental Leave as outlined in Article 13.05 (d).

The employee returning to work after adoption leave, shall provide the Board with at least two (2) weeks' notice of his/her intended return if the proposed date of return is other than that originally scheduled. Upon return from adoption leave, the employee will be placed in his/her former position.

To the extent permitted by the insurance policies, the Board agrees to continue to provide the benefit coverage outlined in Article 19 for employees on adoption leave to a maximum of six (6) months. The employee portion of such premium contribution during the leave period will be paid through payroll deduction or by automated bank withdrawal or other similar method once per month throughout the months of the leave.

It is understood that should the withdrawal be rejected due to non-sufficient funds the employee shall pay the non-sufficient funds by the financial institution and an additional (\$40.00) for each failed transaction. After two such failed transactions the Board retains the right to discontinue coverage. The six (6) months outlined in this clause will run concurrently with that stipulated in Article 13.05 (b).

It is understood that employees who become adoptive parents may not be able to provide advance notice to the Board. Employees will give whatever notice is reasonable in the circumstances of his/her intention to commence adoption leave, including the date he/she plans to return to work.

13.07 Where an employee takes a leave of absence pursuant to this collective agreement that is the same as emergency leave under the *Employment Standards Act* it is understood that the leave of absence shall be as if the employee had taken emergency leave entitlement under the *Act*.

13.08 Election Leave

The Employer recognizes the right of an employee to participate in public affairs.

Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of seniority, so that the employee may be a candidate in federal, provincial or municipal elections. The employee may continue to pay for 100% of benefits, subject to conditions of the carrier.

An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office.

The vacated position will be deemed a Long Term Occasional for the leave period. The Board may renew such leave on a yearly basis. On return from leave, the employee will reclaim their previous position, or if the previous position does not exist the procedure found in Article 11 will be followed.

Article 14 - Jury Service

14.01 An employee summoned for Jury Duty or subpoenaed as a Crown Witness shall be allowed the necessary time off work for such service and shall be paid at the employee's straight time hourly rate for normally scheduled hours of work missed as a result of the Jury Duty or attendance as a Crown Witness provided the employee pays to the Board any fees received by the employee for such service. The employee will present proof of service and the amount of pay received.

Article 15 - Statutory Holidays

See Central Agreement: Letter of Understanding #1 Re: Status Quo Central Items

15.01 Employees shall receive the following holidays with pay:

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

15.02 Article 15.01 does not apply to an employee who,

- (a) fails to work their scheduled regular day of work preceding or their scheduled day of work following a statutory holiday; or
- (b) has agreed to work on a statutory holiday and who, without reasonable cause, fails to report for and perform the work; or
- (c) is employed under an arrangement whereby the employee may elect to work or not when requested so to do.

An employee's entitlement to holiday pay shall be calculated on the basis of an employee's regular wages plus vacation pay paid during the last four (4) weeks immediately prior to the holiday divided by twenty (20).

Article 16 – Vacations

See Central Agreement: Letter of Understanding #1 Re: Status Quo Central Items

16.01 Employees shall be entitled to vacation pay computed on the following basis according to the employee's length of service.

- (a) less than one (1) year from date of employment to July 1, vacation pay of 4% of total earnings.
- (b) more than one (1) year as at July 1, but less than two (2) years, 5% of total earnings in the preceding year.
- (c) two (2) years' to five (5) years' service as at July 1, 7% of total earnings in the preceding year.
- (d) over five (5) years' service as at July 1, 9.5% of total earnings in the preceding year.

- (e) over thirteen (13) years' service as at July 1, 11.75% of total earnings in the preceding year.
- (f) over twenty-one (21) years' service as at July 1, 14% of total earnings in the preceding year.
- (g) over twenty-nine (29) years' service as at July 1, 15% of total earnings in the preceding year.

"Total earnings" in Article 16.01 do not include prior payments of vacation pay.

16.02 Accumulated vacation pay will be paid on the last pay prior to Christmas Break, March Break and the second last pay period in June.

Article 17 - Hours of Work and Overtime

See Central Agreement: <u>Letter of Understanding #1 Re: Status Quo Central Items</u>
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17.01 Employees may be assigned up to eight (8) hours of work per day, forty (40) hours per week, Monday to Friday, subject to a one-half (1/2) hour uninterrupted unpaid meal period.

In the event that an employee accepts an assignment that will result in daily hours of work that are greater than eight (8) hours, but to a maximum of twelve (12) hours, then such greater hours of work shall be considered the employee's regular work day. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever, nor a guarantee of working schedules.

17.02 Work authorized by the Principal or designate and performed in excess of forty (40) hours per week or twelve (12) hours per day will be paid at the rate of time and one-half the employee's regular straight time hourly rate.

17.03 Employees who work overtime as authorized under Clause 17.02 shall be allowed to take time off work in lieu of overtime payment at a time mutually agreed upon. No employee shall be allowed to accumulate more than forty (40) hours of overtime for the purpose of taking time off work in lieu of payment. When an employee takes time off work in lieu of overtime payment, it shall be on the basis of one and one-half (1 1/2) hours off for each one (1) hour of overtime worked.

17.04 The Board agrees to give employees one (1) fifteen (15) minute rest period during each half day worked.

- 17.05 For the purpose of this Agreement, the term "regular straight time hourly rate" means the employee's hourly base rate.
- 17.06 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.

Article 18 - Wages

- 18.01 Wages shall be paid according to the schedules in Schedule "A" attached to and forming part of this agreement.
- 18.02 Provided that he/she submits a request to payroll services by August 15th, employees will have the option of being paid either over a ten (10) month period or of having a portion of his/her regular salary deferred through payroll deductions for his/her use during the months of July and August. The deferred salary will be paid into a credit union account in the employee's name. All monies accrued in the account, including interest, will be available to the employee at any time during the year. Regular payroll deductions will be made on the basis of the employees' full salary.

Article 19 - Insurance and Welfare Benefits

As per Section C5.00 of Part A and Appendix 'B' of this Collective Agreement and in addition the following:

- 19.01 Insurance and welfare benefits provided in this article shall be available to employees after they have commenced their third (3rd) consecutive year of employment and who regularly work seventeen and one-half (17.5) hours or more per week.
- 19.02 The Board will pay 90% and the CUPE employee will pay 10% of the premium costs for the new Insured Benefit Plan which shall include the following insured benefits for all eligible full-time employees on the active payroll of the Board:
- (a) Group life insurance at 3x salary;
 - (b) Accidental Death and Dismemberment coverage @ 3x salary;
 - (c) Dental plan @ Blue Cross (9) equivalent; orthodontic @ 50%/\$2,000; Fee Guide @ current-1 year; deductible @ nil;
 - (d) Extended health coverage: Deductible @ \$10/\$20 excluding semi-private & vision; Drug formulary 2; Hearing aids @ \$400/5 years; paramedical R/C \$500; Vision @ \$300/24 months; Pay Direct; Other Health; Travel Plan.
- 19.03 The Board agrees that employees may direct the Board to remit to the Ontario Teachers' Insurance Plan monies required by O.T.I.P. to enable employees to participate in a Long-Term Disability Plan. It is understood that the premium cost of Long Term Disability Insurance is to be one hundred percent (100%) paid for by the employee through payroll

deduction and it is further understood that the Board assumes no responsibility for the administration of the Plan or the provision of any benefits pursuant to any insurance policy that relates to Long-Term Disability.

- 19.04 The Board agrees that employees who are enrolled in the benefits contained in Article 19 shall be entitled to carry those benefits, at their own cost, during the months they are not working.
- 19.05 The Board agrees to allow employees to enrol in the Canada Savings Plan through the payroll deduction plan.
- 19.06 The Board and the Union agree that the full amount of any savings, rebates or premium reductions granted by the Employment Insurance to the Employer or its employees shall accrue solely to the benefit of the Employer. The amount of savings, rebates or premium reductions shall be deemed to have been received as part of the benefits improvements negotiated and the implementation thereof.
- 19.07 Upon request the Board agrees to provide the Union with complete copies of the master benefit contracts covering the benefits in this Article.

Article 20 - Sick Leave Plan

As per Section C6.00 of Part A and Letter of Understanding #2 of this Collective Agreement:

- 20.01 An employee who is injured and receives compensation from the Workplace Safety and Insurance Board shall be entitled to a maximum of four (4) years and six (6) months top-up to make up the difference between what he/she receives on compensation and his/her regular rate of pay, after deduction for Income Tax.
- 20.02 In case of illness of the child, spouse, father, mother, mother-in-law, or father-in-law of an employee living in the same house as the employee where no one, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying the Principal or designate, to use a maximum of five (5) days per year for this purpose.

Article 21 – General

See Central Agreement: <u>Letter of Understanding #1 Re: Status Quo Central Items</u>
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- 21.01 The Local Union President and CUPE National Representative shall receive a copy of all discipline letters issued by the Board to employees.

21.02 Travel Allowance

- (a) Positions for which the Board intends to require use of an employee's personal automobile will be limited to those where there is a reasonable and demonstrable need to so do in relation to the job. Employees who currently hold such a position and employees who have, through the job posting procedure, secured a position which includes, amongst its posted requirements, use of an employee's own automobile will be compensated as follows.
- (b) All employees who are required to use their vehicle for the Employer's business shall be reimbursed at the rate of 85% of the Canada Revenue Agency's maximum limits and will begin December 1st, 2008 at .44 cents per kilometre. Thereafter, the new rate per kilometre will begin on the 1st day of September of each successive year of the collective agreement in the amount of 85% the current year CRA limit. It is understood, however, that such payment has no application where employees drive between home and work in the course of their normal duties.
- (c) It is further agreed that if the rate of travel allowance of any other employee of the Board is greater than (b) above, that persons covered by this Collective Agreement will be entitled to the greater travel allowance.

21.03 Meal Allowance

Employees required to work more than three (3) hours unscheduled overtime in any work day shall be provided with a meal allowance of up to fifteen dollars (\$15.00) upon presentation of receipt. This provision shall not apply in cases where an employee is allowed to go home before reporting back to work or where work is performed on Saturday or Sunday.

21.04 Bulletin Boards

The Board will provide bulletin boards for the purpose of posting Union notices in all work places.

21.05 Correspondence between the parties shall normally be between the Supervisory Officer responsible for Human Resources or designate, and the Local Union President or their designated representatives. A copy of Board correspondence to the President shall be sent to the Secretary of the Local Union and the CUPE National Representative.

21.06 Education

Where an employee has commenced the third (3rd) consecutive year of employment and has obtained prior written approval of the Board, the employee may enroll in an educational course (outside normal working hours) at an accredited school and the Board shall pay to the employee the total cost of such course upon successful completion. It is understood and agreed that the total cost shall be identified to the Board at the time the employee seeks the approval of the Board.

21.07 The Board agrees to provide the Union with an up-to-date copy of job descriptions for all classifications whenever requested by the Union, but not more than once per academic year, or whenever the description changes.

21.08 Workplace Safety and Insurance Board

The employer agrees to provide a copy of the Form 7 to the employee concerned at the time the form is submitted to the Workplace Safety and Insurance Board.

The parties agree that the Union President or designate will be provided with a copy of all WSIB Form 7's that are filed with the WSIB.

The Employer agrees to attach a letter from the Union to each WSIB form 7 as forwarded to an employee.

The employer agrees to notify an employee if it files an appeal to a decision of the WSIB in relation to the employee's claim.

21.09 Criminal Background Check

- (a) Currently pursuant to the Education Act, Ontario Regulation 521/01 amended to Regulation 170/02; 49/03, Collection of Personal Information, employees are required to obtain a Criminal Background Check prior to employment with the Board and to provide an Offence Declaration thereafter as required by the regulation. This article shall cease to apply in the event that the Regulation is repealed. In the event of a revision to the regulation the revisions shall be taken into account and where this article requires more of an employee than the revised regulation, such requirements under this article will not longer be applicable.
- (b) Each employee shall complete and submit electronically the Offence Declaration prior to September 1st of each school year. It is understood that an employee will not be permitted into a school until such a document has been provided. Employees new to the Board must provide a Criminal Background check that is not more than six (6) months' old before they will be permitted into a school.
- (c) Employee's who are required to provide a background check by July 31, 2003 may agree in writing to submit their application for a Criminal Background Check to a batch provider. Employees who make such an election shall execute the authorization form. The Board shall pay the batch provider for the cost of providing the said Criminal Background Check. An employee who does not elect to submit his or her application to a batch provider, is required to obtain the Criminal Background Check on his or her own and to provide it to the Board.

- (d) In the event an employee did not elect to submit his or her application to the batch provider and disputes the results of the Criminal Background Check, the employee shall forthwith advise the Manager of Human Resources of the basis of the dispute. The Board agrees to consider the said basis in determining its response to the Criminal Background Check. The Board shall advise the member to contact the Local President, or designate.
- (e) After the Board receives the Offence Declaration or the results of the Criminal Background Check and if the Board intends to meet with an employee about any decision the Board might take with respect to the results of the Offence Declaration or Criminal Background Check, then the Board shall advise an employee to contact the Local President, or designate, prior to attending the meeting. It is understood that the Union will have representation at the meeting if the member requests.

21.10 President's Leave

- (a) The local Union President, Vice-President and/or Chief Steward may be absent from work for a period not to exceed one half (1/2) day per week as a combined total for the purpose of taking care of Local Union business.
- (b) Prior approval must be obtained from the relevant Supervisor before the leave.
- (c) The Employer further agrees that the Local Union President and/or Vice-President will be paid his/her normal days' wages and benefits.

21.11 The Board will reimburse the cost of annual membership in an approved professional association when such memberships are determined by the Board to be advantageous or required.

21.12 Violence

Incidents of violence shall be dealt with as per the Boards policies and procedures.

Article 22 - Duration of Agreement

As per Section C3.00 of Part A of this Collective Agreement and in addition the following:

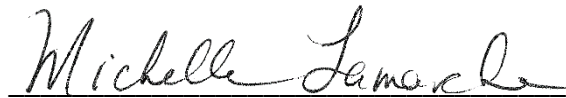
22.01 This Agreement shall be effective from 1st day of September, 2019 until the 31st day of August, 2022, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the agreement.

22.02 Negotiations shall begin within fifteen (15) days following notification for amendments as provided in Article 23.01.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 23rd day of June, 2021.

For the Board:

For CUPE Local 1479 (Unit 2):





SCHEDULE "A"

Effective September 1, 2019, increase all rates by 1%

Effective September 1, 2020, increase all rates by 1%

Effective September 1, 2021, increase all rates by 1%

Job	September 1, 2019	September 1, 2020	September 1, 2021
Instructor	\$34.31	\$34.65	\$35.00

Designated Early Childhood Educator Grid

YEAR	0	1	2	3	4	5
September 1, 2019	\$19.78	\$21.44	\$23.07	\$24.72	\$26.37	\$28.03
September 1, 2020	\$19.98	\$21.65	\$23.30	\$24.97	\$26.63	\$28.31
September 1, 2021	\$20.18	\$21.87	\$23.53	\$25.22	\$26.90	\$28.59

APPENDIX 'A'

Note 1 This appendix is for information purposes only and is not grievable.

Note 2 During the term of this agreement any amendments under OMERS will similarly be applied to this document.

Re: OMERS LANGUAGE REGARDING DEFINITION OF CONTRIBUTORY EARNINGS

Definition of contributory earnings

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings including the following:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (e.g. flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;

- Salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchaseable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- Living accommodation premiums provided (if paid as a form of compensation and not as direct expense reimbursement);
- Ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

For the Union:

Michelle Lamoche

E. James

LETTER OF UNDERSTANDING #1

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1479 – Unit 2
(hereinafter referred to as "The Union")**

Re: Benefit Improvements

Whereas the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2010-11, the benefit benchmark by .26%.

The parties agree that the estimated funding enhancement for Benefits is \$200,792.00 and the allocation of the CUPE Bargaining Unit's proportional share of this amount is to be calculated as the ratio between the CUPE Bargaining Units' FTE to the total FTE of the Board's unionized and non-unionized employees, excluding occasional teachers, as will be reported in the Board's 2008-2009 Financial Statements.

The foregoing estimate will be revised if and as necessary when the actual funding regulations are known. The Board shall share the actual calculations when those figures are finalized.

Subject to the above, and based on estimates as of the date of signature below, the parties agree that the following benefit enhancement(s) will become effective commencing in September 1, 2010.

1. Orthodontic coverage increased from \$2000 to \$3000
2. Eye Exam reimbursement up to \$100 per 24 consecutive months
3. Vision care increased from \$300 to \$375.00 per 24 consecutive months
4. Laser eye correction surgery to \$2000 max lifetime
5. Remove the EHC deductible

Should there be funds remaining in this area for use by the bargaining unit, it shall be applied where the parties hereto agree.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:



For the Union:



LETTER OF UNDERSTANDING #2

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1479 – Unit 2
(hereinafter referred to as "The Union")**

Re: Continuing Education and International Languages Instructors

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant Governor-in-Council, to enhance the funding benchmarks for the Continuing Education and the International Languages, Elementary components of the Continuing Education and Other Programs Grant in the GSN by 3.5% in 2009-10.

During the term of the PDT, effective for the 2009-10 year and subject to the availability of funding, the following shall apply:

- Employees shall receive three (3) paid holidays to be taken between Christmas and New Year. Part time employees shall be paid holiday pay prorated on the basis of a full-time equivalent.
- Six(6) hour per day employees shall have their daily hours of work increased to seven (7) hours per day and part-time three (3) hour per day employees will have their daily hours of work increased to three and a half (3.5) hours per day.

Subject to the availability of remaining enhancement funds as noted above, the parties will meet and mutually agree to further enhancements to the extent that the remaining funds will support. The Board will share an accounting of these enhancement funds with the Unit when those figures are finalized.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:



For the Union:



LETTER OF UNDERSTANDING #3

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 1479
(hereinafter referred to as "The Union") – Unit 2**

Re: Instructors

All employees hired effective September 1, 2004 and thereafter must select only packages as they are provided by the carrier. Employees hired up to August 31, 2004 will have their benefit packages grandparented unless they decide to change their coverage at which time they must select only packages as they are provided by the carrier.

As required by the terms and conditions of the long-term disability plan of the Ontario Teachers' Insurance Plan (OTIP), effective September 1, 2006 coverage for long-term disability is mandatory for all caretaking and maintenance staff.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

Michelle Lamacz

For the Union:

E. James

LETTER OF UNDERSTANDING #4

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")**

Re: Joint Committee – Merger Review of CUPE Unit 1 and Unit 2 Collective Agreements

The parties agree that a joint committee of the Board and the Union will be established for the purposes of reviewing the issues associated with merging the CUPE Unit 1 and Unit 2 collective agreements.

The joint committee shall identify common collective agreement language, differences in the language between the two collective agreements and a template for a merged collective agreement. The work of the committee will be provided to the parties to form the basis of discussion for the next round of collective bargaining.

The committee composition shall consist of no more than eight (8) members, four (4) members for both the Board and the Union. In addition the Union may have the assistance of the CUPE National Representative at meetings.

During the life of the Collective Agreement employees from Unit 1 may apply for vacant positions in Unit 2 and employees from Unit 2 may apply for vacant positions in Unit 1. These applicants will be considered only after it is determined there are no successful applicants from the Unit where the position exists and prior to outside applicants being considered. All applicants must meet the conditions or Article 12 – Promotions and Transfer from the Unit where the position in question exists. It is understood that successful applicants would not be able to carry-over their seniority.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:



For the Union:



LETTER OF UNDERSTANDING #5

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")**

Re: Joint Job Evaluation Committee

The Parties agree to a Joint Job Evaluation Committee ("the JE Committee"). The following terms shall apply:

1. The Board and the Union shall each appoint three (3) members to sit on the JE Committee.
2. All new positions and positions requiring an evaluation shall be evaluated each year.
3. The JE Committee will establish a schedule such that all positions are reviewed within a three year cycle.

The parties may mutually agree to amend the timelines in this agreement.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

Michelle Lamacz

For the Union:

E. James

LETTER OF UNDERSTANDING #6

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")**

Re: Supervision of Students Joint Committee

The Board and Union will create a committee composed of 4 individuals from each party to review best practices around student supervision.

The Committee will review scheduling practices, staff feedback in the process and general student supervision issues for all staff.

The Committee will provide feedback on best practices to Senior Management.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

Michelle Lemaire

For the Union:

E. James

LETTER OF UNDERSTANDING #7

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")**

Re: Casual Seniority List Calculation

The parties agree for the purposes of calculating casual seniority for a casual seniority list, as described by the central terms, casual members will have their seniority calculated based on number of hours worked effective retroactive to September 1, 2014.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

Michelle Lamarche

For the Union:

E. James

LETTER OF UNDERSTANDING #8

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")

RE: Pilot - Early Childhood Educator Transfer and Placement Process

The parties agree to pilot the following provisions for the duration of the current collective agreement.

Early Childhood Educator Transfer and Placement Process

- (b) In recognition of the unique situation dealing with Early Childhood Educators, both parties recognize and agree that the traditional posting process will be waived, and the following process will be used.
- (d) All surplus and redundant positions will be identified by the Board and notification given to Early Childhood Educators and the Union with as much notice as possible.
- (e) Early Childhood Educators will be provided with a list of the available positions (excluding those that may arise subsequently) at least five (5) working days in advance of the transfer process. It is understood that changes due to new information or reconsideration of staff allocation or funding that occur between the issuance of the list and the placement meeting may necessitate changes in the list.

May – June Transfer Process

1. By June 15 of each year, the Board will conduct an Early Childhood Educator transfer and placement process.
2. On or before May 30 the Board shall identify surplus and redundant Early Childhood Educator Positions.
3. On or before May 30 Early Childhood Educators will be provided with a list of available positions.
4. Early Childhood Educators who wish a transfer, will submit a transfer form to Human Resources by (date). It is understood that Early Childhood Educators requesting a transfer will relinquish their current position and that position will become available for selection during the Transfer and Placement Process.

5. The Transfer and Placement Process will be conducted by telephone by (date).
6. A team of Board representatives including a representative of Human Resources will contact Early Childhood Educators requesting a transfer and surplus/redundant Early Childhood Educators in order of seniority. Early Childhood Educators who completed a transfer form may choose from the available vacancies. Early Childhood Educators identified as surplus redundant may choose from the available vacancies or exercise their bumping rights under the collective agreement. CUPE representatives will attend to assist CUPE members regarding issues related to the collective agreement.
7. The above dates are subject to change by mutual agreement.

Vacancies Occurring After the May-June Placement and Transfer Process

- (1) Provided that the Board has identified the need to fill any new position(s) or position(s), which become vacant for any reason subsequent to the May-June Placement and Transfer Process and prior to the subsequent May-June Placement and Transfer Process, the process for filling the positions is as follows:
- 2) Vacant positions arising during the school year will be posted. The residual vacancy will be filled by an LTO for the duration of the school year. The residual vacancy will be placed in the transfer placement process.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

Michelle Lamarche

For the Union:

E. James

NEW

LETTER OF UNDERSTANDING #9

Between

**The Algonquin and Lakeshore Catholic District School Board
(The Board)**

And

**The Canadian Union of Public Employees, Local 1479
(The Union)**

Re: Employee Workload

Workload Committee

- 1. Whereas the union has raised with the employer that workload can be an issue for some employees and can have implications to the employee's health and wellbeing.**
- 2. Whereas the Parties agree to continue to discuss workload issues as they arise.**
- 3. Whereas the Parties agree it is important to review the extent of the problem and the causes of the problem.**

Therefore, the Parties agree that workload will be added as a standing agenda item for discussion at Joint Labour Management Meetings.

In order to ensure meaningful discussion of workload matters identified, the parties may invite up to one additional member to attend the relevant meeting to provide background and feedback on the workload issue identified.

Any recommendations developed through workload discussions will not be binding on either party.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

Michelle Lamarche

For the Union:

E. James

LETTER OF UNDERSTANDING #10

Between

The Algonquin and Lakeshore Catholic District School Board (The Board)

And

The Canadian Union of Public Employees, Local 1479 (The Union)

Re: Vacation for Ten (10) Month Employees

Whereas during the 2019 negotiations for the renewal of the collective agreement, the parties had extensive discussions about this matter;

And Whereas the parties agreed to trial the following provisions effective September 1st, 2020 with respect to the scheduling of vacation leave (unpaid) during the school year;

And Whereas this letter of Understanding shall expire on August 31, 2022;

The parties agree that the following shall apply to ten (10) month employees only:

1. Vacation leave (unpaid) shall not be scheduled on any instructional day(s) during the school year save and except as follows:

For employees with over **ten (10)** years' service as at September 1, up to two (2) days of vacation leave (unpaid) may be scheduled on:

- (i) instructional day(s); or
- (ii) professional activity days as determined by the Board

For employees with over thirteen (13) years' service as at September 1, an additional one (1) day of vacation leave (unpaid) may be scheduled as per (i) and (ii) provided the employee has used five (5) or less sick days during the previous school year. Some exceptions to the requirement to have used five (5) days or less of sick leave may be considered at the discretion of the employer.

Such vacation leave shall be taken as time off without pay and are subject to prior approval of the Board in accordance with the terms set out below.

2. By September 30 of the 2020/21 and 2021/2022 school year, eligible ten (10) month

employees who wish to access unpaid vacation days in the school year shall submit a written request to the Board.

3. Requests will be considered based on the operational requirements as determined at the sole and absolute discretion of the Board. Operational requirements may include, but are not limited to: requests exceeding 5% of the available supply/temporary employees for leaves of absence per job classification at any one time; **the number of employees** in the same job classification at the same work site requesting unpaid vacation leave, student assessment dates, professional development needs of the Board, **and the availability of replacement employees where required.**
4. Requests not received by September 30 will be considered provided the request is submitted not less than 30 **calendar** days in advance of the date the unpaid vacation request is to occur, and subject to the same considerations as above.
5. For purposes of paragraph 1, by June 30 of the previous school year, the Board shall designate professional activity days on which the various classifications of ten (10) month employees may schedule such unpaid vacation leave.
6. It is expressly understood that this Letter of Understanding addresses the scheduling of unpaid vacation leave and does not modify/alter any entitlements of any employee to Scheduled Unpaid Leave Plan under Letter of Understanding #6 (page **37-38**) of the Central Terms.
7. **Letter of Understanding #14 at pages 131-134 of the Collective Agreement for the period of September 1, 2017-August 31, 2019 is renewed subject to the terms set out herein.**

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

For the Union:

Michelle Lamarche

E. James

MEMORANDUM OF AGREEMENT

BETWEEN

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")

Re: Terms and Conditions of Employment for Early Childhood Educators

Whereas the Union is the bargaining agent for the newly created job classification of Early Childhood Educators (ECE);

And Whereas the Parties entered into a Memorandum of Settlement dated June 2, 2010 in full and final settlement of the terms and conditions of employment for Early Childhood Educator;

And Whereas section 10 of said agreement addresses the possibility of an increase in the funding beyond the current wage rate set out in said memorandum;

And Whereas a Provincial Discussion Table (PDT) Agreement was reached by the four provincial trustees associations and the five unions that currently represent Early Childhood Educators (ECE's);

The Parties now agree to amend the Memorandum of Settlement dated June 2, 2010 as follows:

1. The rate of pay for Early Childhood Educators shall be:

	September 1, 2010 – August 31, 2012
Letter of Permission	\$18.54
Qualified 0 years' experience	\$20.09
Qualified 1 years' experience	\$21.63
Qualified 2 years' experience	\$23.18
Qualified 3 years' experience	\$24.72
Qualified 4+ years' experience	\$26.27

Qualified means a member in good standing of the College of Early Childhood Educators.

2. The minimum work days per school year for a full-time Early Childhood Educator shall be 194 instructional and Professional Development Days.
3. The parties agree to meet as necessary to ensure the successful implementation of the ELP at the ALCDSB and to review the funding of the program in relation to funding assumption that the program is based on a seven-hour day.
4. The parties adopt sections one and two of the June 24, 2010 PDT agreement and have sent the attached letter as required by section 1 (ii).

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

Michelle Lamoche

For the Union:

E. James

MEMORANDUM OF SETTLEMENT

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1479
(hereinafter referred to as "The Union")**

Re: Full Day Learning

WHEREAS the Board will begin phasing in full day learning for four and five-year old's in selected schools for the 2010-2011 school year as part of the Ministry of Education Early Learning Program (ELP);

AND WHEREAS the Parties are bound to a collective agreement covering Instructors, Program Support Workers, and Childminders, expiring August 31, 2012;

THE PARTIES now agree to full and final settlement of these matters as follows:

1. The parties acknowledge that Early Childhood Educators (ECE), some whom may be "designated" ECE's, hired by the Board as part of the Early Learning Program properly fall within the existing Unit #2 bargaining unit.
2. The Board reserves the right to amend the ECE position description, including the ability to amend, delete and/or establish qualifications, skills and abilities. Such amended position description shall be provided to the Union prior to implementation.
3. Schedule A of the Unit #2 collective agreement will be amended to incorporate the Early Childhood Educator, Designated Early Childhood Educator classifications.
4. Both classifications will be paid at the same rate. The Parties will meet to finalize the wage rate and/or grid as the case may be based upon funding benchmarks provided by the Ministry, which as of this date are \$19.48 per hour and 24.32% for benefits. In the event that there are improvements in the funding levels the Parties shall be governed by paragraph 10 below.
5. The parties agree that the hours of work including start and end times for the ECE position will be determined by the Board at a later date notwithstanding the collective agreement, once standards are determined by the Ministry of Education and the Board.

6. The parties agree that the probationary period as per Article 10.03 of the collective agreement will be amended to reflect the length of the induction program for DECE's as established by law.
7. The parties agree that the Letter of Understanding re: Supervision of Students does not apply to DECE's.
8. The parties agree that the Unit #2 recognition Article will be amended to read as follows:

Article 2 – Recognition

2.01 The Board recognizes the Union as the sole bargaining agent for the following employees:

Instructors, Designated Early Childhood Educators, Early Childhood Educators, Program Support Workers and Child Minders employed within the geographic jurisdiction of the Board, save and except Instructors, Program Support Workers and Child Minders normally working less than fifteen (15) hours per week or employees for which any trade union holds bargaining rights pursuant to existing collective agreements as at June 1, 2000 or pursuant to Part X.1 of the Education Act.

9. The parties agree that whereas the ECE positions are fully funded for benefits costs Article 19 of the Unit #2 collective agreement covering benefits will be amended to read as follows:

Article 19 – Insurance and Welfare Benefits

19.01 Insurance and welfare benefits provided in this article shall be available to Instructors, Program Support Workers and Childminders, after they have commenced their third (3rd) consecutive year of employment and who regularly work seventeen and one-half (17.5) hours or more per week.

Insurance and welfare benefits provided in this article shall be available to all other employees who regularly work seventeen and one-half (17 ½) hours or more per week.

10. In the event that the Ministry of Education funding is increased beyond the current level of funding for the ECE position, the Parties shall meet with a view to determining what adjustments are to be made to the wage rates set out in paragraph 4 above.

Should the parties be unable to agree upon whether or not adjustments will be made the matter may be either:

- a) referred to binding interest arbitration by either party, or

b) deferred to collective bargaining by agreement of both parties.

In the event of a wage adjustment resulting from either of the process in a) or b) above, the retroactivity date for the increase will be the date upon which the increased funding commences, unless otherwise agreed.

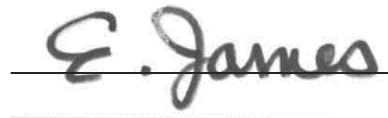
The parties further agree that there is no pyramiding of adjustments and that all adjustments made as contemplated in this Memorandum are adjustments for the purposes of the pay equity plan and the *Pay Equity Act*. The parties also agree that any funding increases designated by the Ministry of Education to be allocated to the ECE job rate will not result in additional increases to the other positions listed within the ECE salary band.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:

Handwritten signature of Michelle Lamoie in cursive, written over a horizontal line.

For the Union:

Handwritten signature of E. James in cursive, written over a horizontal line.

MEMORANDUM OF AGREEMENT

Between

THE ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(Hereinafter referred to as the Board)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its LOCAL 1479
(Hereinafter referred to as the Union)

Re: Interpretation of Article 11 – Lay-off and Recall for Early Childhood Educators and Article 19 – Insurance and Benefits

The Parties have met and discussed the application of Article 11 and 19 of the Collective Agreement pertaining to the Early Childhood Educators position.

The Parties agree that the work period for ECE's is based on the school year.

The Parties agree that as per Article 11.04 ECE's are considered to be not scheduled to work for the summer shut down period and therefore the Board is not required to provide ECE's with lay-off notices for this period as the position is not redundant.

The ECE record of employment for the summer shut down period will be issued for a shortage of work.

In the event an ECE is required to be laid off as determined by Article 11.03, proper notification as per Article 11 will be provided.

In addition to Article 11 the Parties have discussed the issue around Article 19, specifically the application of Article 19.04, and have agreed that the interpretation is in regards to employees that are officially on lay-off for the summer shut-down period. As a result employees that are on the benefits plan will continue to be provided benefits by the Board without having to subsidize the full amount.

Signed at Napanee, this 23rd day of June, 2021.

For the Board:



For the Union:

