
Collective Agreement

Between

Canadian Union of Public Employees and its Local 1628

and

Peel District School Board

September 1, 2019 – August 31, 2022
(Salary Grids updated as of June 7, 2024)

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Canadian Union of Public Employees, Local 1628 & Peel District School Board

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PART A

CENTRAL AGREEMENT BETWEEN:

The Ontario Public School Boards' Association
hereinafter called the "OPSBA"

and

The Canadian Union of Public Employees and its Local 1628
hereinafter called the "CUPE"

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

b) Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b) The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

- b) Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c) Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.

- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

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

C4.16 Arbitration

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

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

b) Funding amounts:

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

Funding will be made retroactive to September 1, 2019.

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

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

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

- i. a long-term supply assignment within the meaning of the local collective agreement, or

- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation

may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments

provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ yyyy</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ yyyy</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>_____</p> <p>Telephone No: _____</p>
<p>Employee</p> <p>Address: _____</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): <div> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): </div> <div> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): </div>		
<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 <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <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 (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

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

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

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

☐ 1-2 days ☐ 3-7 days ☐ 8-14 days

☐ 15 + days ☐ Permanent

Have you discussed return to work with your patient?

☐ Yes

☐ No

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

☐ Regular full time hours ☐ Modified hours

☐ Graduated hours

Start Date: **dd mm yyyy**

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

Has a referral to another Health Care Professional been made?

☐ Yes (optional - please specify): _____ ☐ No

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

☐ Yes

☐ No

Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. (Complete Part 2)			
<input type="checkbox"/> I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.			
Recommended date of next appointment to review Abilities and/or Restrictions:		dd	mm yyyy
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)			
<hr/>			
Date:			
<hr/>			
Telephone Number:			
<hr/>			
Signature:			
<hr/>			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

RE: Job Security: Protected Complement

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Protection Fund

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

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

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

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

APPENDIX D

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.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

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

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

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

4.2.0 On-Going Funding

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

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

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

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

5.0.0 SHARED SERVICES

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

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

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

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

Historical Appendix of Central Terms – For Reference Only

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

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

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

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than May 1, 2017 and that Boards will participate in this Trust on a common date no later than February 1, 2018. The date on which the Boards commence participation in the Trust shall be referred to herein as the "Participation Date".

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment

of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.

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

4.2.0 On-Going Funding

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.

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

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
 - a. The trustees' selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;

- d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
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 - c. Improve plan design;
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- 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;
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 - f. Cessation of benefits, other than life insurance benefits; and
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- 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.
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- 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.

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

13.0.0 PRIVACY

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

PART B

LOCAL AGREEMENT BETWEEN:

The Peel District School Board
(hereinafter referred to as "The Board")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 1628
(hereinafter referred to as "The Union")

September 1, 2019 to August 31, 2022

ARTICLE I - DEFINITIONS

- 1.01 "Board" means The Peel District School Board.
- 1.02 "Employee" means an employee of the Board included in the bargaining unit defined in Article 3.01.
- 1.03 Where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded.
- 1.04 "Union" means the Canadian Union of Public Employees and Its Local 1628 as administered by Local 1628.
- 1.05 Full-time employees shall be those employees who are regularly scheduled to work more than 1300 hours per year.
- 1.06 a) "Temporary employee" or "temporary personnel" means an employee of the Board included in the bargaining unit defined in Article 3.01 who works on a casual basis; or in a temporary position created for a specified period of time; or on a casual or temporary basis to replace regular employees who are absent due to vacation, leaves of absence, Workers' Compensation, or illness.
- 1.06 b) The following provisions of the local Collective Agreement shall not be applicable to such temporary employee/personnel unless otherwise provided for in this entire Agreement:
- | | | |
|---------------|---|----------------------|
| Article X | - | Job Posting |
| Article XI | - | Probationary Period |
| Article XII | - | Seniority |
| Article XIV | - | Sick Leave |
| Article XV | - | Leaves of Absence |
| Article XVI | - | Fringe Benefits |
| Article XVII | - | Retirement Allowance |
| Article XVIII | - | Vacations |
| Article XIX.1 | - | Paid Holidays |
| Article XXII | - | General |

ARTICLE I - DEFINITIONS (Continued)

- 1.06 c) Temporary employees/personnel shall work only when called in by the Board, at the discretion of the Board. Such employees may be laid off or discharged in the discretion of the Board, and such lay-off or discharge shall not be subject to grievance procedures under Article VIII.
- d) For the purposes of seniority, employees identified in 1.06 a) above, shall accrue seniority by date of hire.
- 1.07 a) The following provisions of the collective agreement shall not be applicable to secretarial positions in the night school and summer school programs:
- | | | |
|---------------|---|----------------------|
| Article X | - | Job Posting |
| Article XI | - | Probationary Period |
| Article XII | - | Seniority |
| Article XIV | - | Sick Leave |
| Article XV | - | Leaves of Absence |
| Article XVI | - | Fringe Benefits |
| Article XVII | - | Retirement Allowance |
| Article XVIII | - | Vacations |
| Article XIX.1 | - | Paid Holidays |
- b) Employees in such positions shall accumulate service credits for increment purposes, while continuously employed in such positions. Employees terminated from such a position and re-hired in a later term, shall commence at Step 0. However employees in such positions who also hold another position in the bargaining unit shall be paid at the Step applicable to their other position. Service in such positions in the night school and summer school program shall not count for increment purposes in any other position.

ARTICLE II - PURPOSE

- 2.01 The general purpose of this Agreement is to maintain harmonious collective bargaining relations between employer and the employees, and to provide machinery for the prompt disposition of grievances, and to maintain mutually satisfactory working conditions, hours of work and wages for all employees covered by this Collective Agreement.

ARTICLE III - RECOGNITION

3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all office, clerical, library technicians and Clerk Dispatchers of the Board, save and except supervisors, persons above the rank of supervisor, buyers, technical personnel; the immediate office staff of the Director of Education; the immediate office staff of the Manager of Human Resources; the immediate office staff of the Superintendent/Director of Human Resources Support Services; the private secretaries to the Central Office Superintendents*, to the Controller of Learning Technologies Support Services, Controller of Facilities & Transportation Support Services, Controller of Planning & Accommodation Support Services, and Director of Communications & Strategic Partnerships Support Services, to the Controller of Finance Support Services, to the Manager of Finance/Chief Accountant, to the Internal Auditor, to the Manager of Employee Relations & HRIS, to the Chair of the Board; employees covered under a subsisting collective agreement, students employed on a co-operative basis, and students employed during the school vacation period.

- * Central Office Superintendents are defined as:
Superintendent of Human Resources Support Services
Superintendent of Curriculum, Instruction & Special Education Support Services (2 Superintendents)
Superintendent of Staff Development and School Support Services
Superintendent of Education – Alternative Programs

ARTICLE IV - UNION EXECUTIVE & GRIEVANCE COMMITTEE

- 4.01 The Board recognizes that the Union may appoint a maximum of thirteen (13) employees of the Board as Stewards, at least one from each field office district and at least one from the Central Board Office, and one of whom shall be designated as Chief Steward, to form a Grievance Committee, the duties of which are outlined in Article VII. It is understood and agreed that no more than one employee shall be appointed as a Steward from any school, field office, or Central Board Office department.

The Board further recognizes the Union may appoint a Negotiating Committee of not more than a total of ten (10) employees of the Board.

- 4.02 a) It is understood that any committee or executive member has his/her regular work to perform and that if it is necessary to deal with matters arising out of this Agreement during working hours he/she will not leave his/her work without first obtaining the written permission (oral permission in emergency situations with follow up written permission) of the Superintendent/Director of Human Resources Support Services or designate and shall report to his/her supervisor or applicable school official at the time of his/her leaving and returning to work. Such permission shall not be unreasonably withheld. The supervisor and applicable school official shall record the leaving and returning time of members absent for Union business. The Union will be responsible for reimbursing the Board for time off on Union business at the individual's applicable rates unless otherwise stipulated in this Agreement.
- b) Notwithstanding the above, the Union will not be responsible for reimbursing the Board for the first (1st) one hundred and twenty-five (125) days utilized per contract year.

- 4.03 The Union shall keep the Board informed of the names and areas of responsibility of its executive and committee members. The effective date of appointment shall be included in such notifications.

4.04 Names of Stewards

The Union shall notify the Board, in writing, of the name and location of each Steward and the name of the Chief Steward before the Board shall be required to recognize them.

ARTICLE IV - UNION EXECUTIVE & GRIEVANCE COMMITTEE (Continued)

- 4.05 In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than ten (10) individuals, exclusive of a chief spokesperson. The parties shall confirm with each other, in writing, the names of the representatives and any substitutions which may be made from time to time.

When meetings with the Board's Negotiating Committee are held during regular working hours of an employee who is a member of the Negotiating Committee, such employee shall be released from his/her work assignment without loss of pay or any other benefits under the Collective Agreement. Time spent in negotiations shall be considered time worked exclusive of any overtime provisions. All bargaining days up to the conciliation process shall be paid for by the Board and shall not be deducted from Union release time as per Article 4.02 b).

ARTICLE V - UNION SECURITY

- 5.01 The Board shall deduct Union dues from each pay of each employee, and remit the sum deducted together with a list of employees from whom this pay deduction is made by the 15th of the month following. Such list shall include the following information: Name, Employee number, Earnings for the period, Amount of dues deducted, Year to Date dues, Overtime earnings, and FTE. The Union shall notify the Board in writing of the amount of such dues from time to time.
- 5.02 The Board agrees to insert on the T-4 slips given to each employee the amount of dues deducted each year.
- 5.03 No member of the bargaining unit having completed probation, and classified as a permanent employee as per Article 12.03 shall be terminated, nor for a period of one (1) year, be demoted or suffer any loss of salary as a result of the Board contracting out work or services which are performed by members of the bargaining unit.

After this period of one (1) year the employee will be paid the maximum salary for the services she/he is performing.

- 5.04 In the event the Board is considering any future contracting out that would result in the displacement of CUPE Local 1628 members, the Board agrees to consult with the Union in advance of any final decision being made.

This consultation will consist of meeting(s) of a Committee consisting of three (3) representatives for the Board and three (3) representatives of the Union. Any relevant information related to the decision to contract out will be provided at this meeting.

Suggestions from this Committee will be provided to the Director's Office who will consider them prior to a final decision being made by the Board.

- 5.05 The Board shall provide all newly hired employees with such information regarding the Union as the Board and the Union may agree is appropriate.
- 5.06 Where a group orientation session is held for new employees, a Union representative will be invited and be placed on the agenda in order to give the Union representative an opportunity to speak to the new employees in attendance. The Employer shall provide notice to the Union at the same time that the new hires are advised of the group orientation session.

ARTICLE V - UNION SECURITY (Continued)

- 5.07 Where a sign on session is scheduled to meet with a new employee(s), the Union President will be invited at the same time as the new hire(s). The Employer shall provide notice to the Union President at the same time that the new hire(s) are advised of a sign-on session.
- 5.08 The Board will provide a Board location to the union for the purpose of holding a ratification meeting and will not charge the union for any permit charges.
- 5.09 In the event a representative of the Union is required to meet with an employee covered by this Agreement, the Union Representative will have access to the employee at their worksite during any scheduled break period, provided they follow all sign-in procedures at the worksite.
- 5.10 The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) when meeting with the Employer in matters arising out of this Collective Agreement. The Union shall advise the Employer when the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) has been requested.

ARTICLE VI - MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that it is the exclusive function of the Board to hire, retire, promote, demote, lay-off, recall, transfer, and classify employees. It is also the right of the Board to discipline, suspend, and discharge any employee for just cause, provided that a claim by an employee that he/she has been discharged, suspended, demoted or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 6.02 The Union further recognizes the right of the Board to operate and manage its business in all respects. Without limiting the generality of the foregoing, these rights shall include the direction of the working force, the work schedules, the methods and processes used, the right to decide on the number of employees needed by the Board at any time, the right to determine the methods, machinery and equipment, and tools to be used. These are solely and exclusively the responsibility of the Board. The Board also has the right to make, alter, and enforce from time to time reasonable rules and regulations. The Board agrees to discuss the same with the Union and in no event shall such rules and regulations be inconsistent with the expressed provisions of this Agreement.
- 6.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE VII - GRIEVANCES

7.01 Definitions

The following definitions shall apply in this Article:

- a) A "Grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) In this Article, "days" shall mean working days unless otherwise indicated.
- c) A "supervisor" shall mean Principal, Manager, Supervisor or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

7.02 It is the mutual desire of the parties hereto that complaints by employees be adjusted as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within ten (10) working days after the employee becomes aware or would reasonably be expected to have become aware of the circumstances giving rise to the complaint. The employee may be assisted by a member of the grievance committee if the employee so desires, when discussing the matter with his/her immediate supervisor. His/her immediate supervisor will, within ten (10) working days of having been made aware, by the employee, of his/her complaint, advise the employee of the supervisor's decision regarding the complaint. The employee may then within ten (10) working days of receiving his/her immediate supervisor's decision, take the matter up as a grievance in the following manner and sequence.

Step No. 1

The Union will present the alleged grievance to the Labour Relations Department in writing, in a form which shall include:

- (1) the nature of the grievance;
- (2) the remedy sought;
- (3) the Article(s) of this Agreement alleged to have been violated.

A member of the Grievance Committee will present the grievance. The Manager of Employee Relations and Compensation or designate shall convene a meeting with the appropriate Board officials, including the appropriate Supervisor, if required, the grieving employee, the Union's Grievance Committee, and such others as he/she requires within ten (10) working days following the presentation of the grievance to him/her. The decision, in writing, to the Grievance Committee shall be rendered within (10) working days following the above meeting 7.02.

ARTICLE VII - GRIEVANCES (Continued)

Step No. 2

If the Union is not satisfied with the decision rendered at Step No. 1, he/she may, within ten (10) working days thereafter, submit the grievance, in writing, to the Manager of Labour Relations. The Manager of Labour Relations or designate shall convene a meeting with the appropriate Superintendent or designate, the grieving employee, the Union Grievance Committee with the assistance of a representative of the National Union, if required and such others as he/she requires within ten (10) working days following the presentation of the grievance to him/her. The decision, in writing, to the Union Grievance Committee shall be rendered within ten (10) working days following the above meeting.

Step No. 3

If the Union, is not satisfied with the decision rendered at Step No. 2, the Union, may within ten (10) working days, submit the grievance to the Board's Grievance Committee through the Superintendent/Director of Human Resources Support Services. The Union Grievance Committee will prepare and present the grievance, with the assistance of a representative of the National Union if required. The Board's Grievance Committee may meet within fifteen (15) working days to deal with such grievance. If a meeting is held, the grievor shall be entitled to attend this meeting. The Board's Grievance Committee shall render its decision in writing to the Union Grievance Committee within ten (10) working days following the meeting or in the absence of a meeting within twenty (20) days of receipt of the grievance.

Step No. 4

If the Union, is not satisfied with the decision rendered in Step No. 3, the Union may, through the Union Grievance Committee within fifteen (15) working days refer the matter to Arbitration in accordance with the procedure set out hereunder in Article VIII.

- 7.02 The time limits mentioned in the grievance or arbitration procedure may be extended by the consent of the parties. Where no such agreement has been made or where the agreed extension has expired, the Union may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed for the official to act. The Board may consider a grievance abandoned if the Union exceeds the time allowed for the Union to act.

ARTICLE VII - GRIEVANCES (Continued)

- 7.03 A grievance arising directly between the Board and the Union may be initiated by either party commencing with Step No. 2 of the grievance procedure within ten (10) working days of the occurrence complained of.
- 7.04 If the Board has a grievance against the Union it shall submit such grievance to the Union through the President of the Union, within ten (10) working days of the occurrence complained of. A meeting shall be held between the Board and the Union within ten (10) working days of the submission of the grievance. If a mutually agreeable solution cannot be reached at such a meeting, then the Board may refer the matter to Arbitration by notice in writing to the Union within fifteen (15) working days following such a meeting.
- 7.05 A grievance relating to Article X - Job Posting may commence with Step No. 2 of the Grievance Procedure within ten (10) working days of the occurrence complained of. The employee will submit his/her grievance to the Manager of Labour Relations. The appropriate Superintendent, the Supervisor responsible for the decision to hire and the Employee Relations Officer will attend the Step No. 2 meeting. A position, which is the subject of a grievance under this Article 7.05, shall not be filled until such time as the Step 2 decision has been made. Any documentation related to the job posting grievance (resumes, interview questions/answers and reference checks for the grievor and successful applicant) shall be provided to the Union with the written response to the Step 2 grievance.
- 7.06 Saturdays, Sundays and holidays as per Article XIX will not be counted in determining the time in which any action can be taken under the Grievance or Arbitration Procedures.
- 7.07 At a meeting in which an employee is discharged or suspended, two (2) members of the Union Executive may be present. At any other meeting at which a supervisor plans to discipline an employee, a Union Steward or a member of the Union Executive shall be present.
- 7.08 Human Resources shall notify the Union when an employee is being assigned to home or to another location.
- 7.09 The Union shall receive a copy of any written disciplinary action within three (3) working days.

In the event the Union does not receive such a copy within three (3) working days and if a grievance is to be filed, the time limits in the next step of the grievance procedure shall be extended to equally compensate for any delay of the receipt of the copy of the disciplinary action.

ARTICLE VIII – ARBITRATION

- 8.01 Both parties of this Agreement agree that any dispute or grievance concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure within the time limits outlined in Article VII above, and which has not been settled, will be referred to arbitration at the request of either of the parties hereto.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to settle a grievance or alleged violation.
- 8.03 Within ten (10) working days of the request by either party for arbitration, each party shall notify the other of their suggested arbitrator(s).
- 8.04 Should the Board and the Union fail to agree on an arbitrator within twenty (20) working days of the notification mentioned in 8.03 above, either party may ask the Minister of Labour of the Province of Ontario to nominate an arbitrator.
- 8.05 The decision of the arbitrator shall be binding on both parties.
- 8.06 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions.
- 8.07 The parties to this Agreement will equally share the expenses of the arbitrator and the proceedings.
- 8.08 Notwithstanding the above, a Board of Arbitration comprised of one person appointed by the Board, one person appointed by the Union and a third person to act as Chair chosen by the other two members of the Board of Arbitration may be proposed by either party and, if the parties reach such agreement, then the Arbitration will proceed before the Board of Arbitration.

ARTICLE IX - NO STRIKES, NO LOCKOUTS

9.01 The Board agrees that during the term of this Agreement there will be no lockout and the Union agrees that there will be no strike. Strike and lockout shall be as defined in the Ontario Labour Relations Act.

ARTICLE X - JOB POSTING

- 10.01 a) In the event new jobs are created or vacancies occur in jobs which the Board intends to fill, the Board will post such new jobs or vacancies for a period of five (5) full working days. Such postings shall be numbered consecutively and the Board will send a copy of such postings to the Union at the time of posting. No outside advertisement shall be placed until present employees have had an opportunity to apply, except in the case of Level 1 positions for which there may be outside advertising simultaneously with internal posting. Where there are extenuating circumstances prior to a job posting closing date, an employee may phone and submit his/her application within twenty-four hours. Temporary vacancies shall be posted in accordance with Article 10.07.

The Board shall post vacancies on the electronic internal Job Board.

- b) When the Board decides not to fill a vacancy under 10.01 a), the Board shall inform the Union within thirty (30) days of the position being vacated.
- 10.02 Job postings shall state the nature of the position, the skills, qualifications, and experience required for the vacancy, the hours of work, the start date, summary of duties, location, the salary and the title of the position to which the employee will be reporting. The Board will notify the Union regarding any changes in the posted required skills, qualifications, and experience from the previous job posting.

The matter of qualifications is a decision of the employer which shall not be exercised in an arbitrary or discriminatory manner.

- 10.03 Employees will be given advance notice regarding transfers to other positions or locations.
- 10.04 a) When a job posting has closed, the Human Resources department shall refer the five (5) most senior applicants to the hiring Principal/Manager for an interview provided they have the required skills, qualifications, and experience required for the vacancy.
- b) When the ability and qualifications of more than one applicant for the posted position are relatively equal, seniority shall be used as the determining factor by the Board.

ARTICLE X - JOB POSTING (Continued)

- c) When there are no qualified applicants from within the bargaining unit, for a posted position, the Board shall consider applications from temporary employees within the bargaining unit before considering external applicants.
 - d) When applicants for a posted position include employees in positions at the same school or location, the Human Resources department shall review the job application file prior to making the offer.
- 10.05 a) When temporary positions are created, which are in excess of the regular complement, the Board may hire temporary personnel to perform bargaining unit duties for a specific period of time. Such personnel may not be hired for a period to exceed four (4) months except by mutual consent between the Board and the Union.

Notwithstanding the above, the Board may hire temporary personnel to replace regular employees who are absent due to vacation, leaves of absence, illness, or Worker's Compensation.

- b) The Board shall provide the Union with a list, on a monthly basis, of all temporary employees who have worked more than fifteen (15) consecutive working days. Such lists shall include the employee's name, classification and location.
- 10.06 The Board will notify electronically each employee who has made an application for a job posting in accordance with this Article and who is unsuccessful, indicating the name of the successful candidate. The Board will post on the electronic internal Job Board announcing the name of the successful applicants for job postings. This paragraph shall not apply to postings provided for in paragraph 10.07 a).

10.07 Temporary Vacancies

- a) In the event that the Board is aware that there will be a temporary vacancy for a period of three (3) months or more at the onset of a leave of absence, illness or accident, such temporary vacancy shall be posted for three (3) full working days within the location or department in which the job is located.
 - i) Employees within the bargaining unit who are regularly employed at that location or department and who wish to be considered for the position so posted shall signify their desire by making written application in accordance with the provisions of the posting.

ARTICLE X - JOB POSTING (Continued)

10.07 Temporary Vacancies (Continued)

- ii) When the required skills, qualifications, and experience of more than one such applicant for the posted temporary vacancy are relatively equal, seniority shall be used as a determining factor.
 - iii) If there are no candidates within the department or location concerned who have the required skills, qualifications and experience, the said temporary vacancy shall be posted for three (3) full working days at other locations.
 - iv) Employees regularly employed at other locations who wish to be considered for the position may then signify their desire by making written application in accordance with the provisions of the posting.
 - v) When required skills, qualifications and experience of more than one such applicant for the posted temporary vacancy are relatively equal, seniority shall be used as a determining factor.
 - vi) If there are no candidates who have the required skills, qualifications and experience, the said temporary vacancy shall be posted to temporary employees on Peel Absence Management (PAM).
- b) The vacancy resulting from the placing of the successful applicant in the posted temporary vacancy as well as any further vacancies created as a result thereof, may be filled by the Board without posting.
- c) It is understood and agreed that the successful applicant for a posted temporary vacancy shall have the right to return to the position held at the time the employee responded to the posting, provided however that nothing herein shall be read as restricting the Board's right to lay-off or reduce staff in accordance with the other provisions of this agreement.

10.08 Bargaining unit members will not be involved in the interview process for job postings involving other bargaining unit members.

10.09 An employee who is promoted to a position at a higher Level of the Salary Schedule, shall be paid at the lowest Step which provides at least an 8% increase in pay.

ARTICLE X - JOB POSTING (Continued)

10.10 Acting Positions

- a) When an employee is temporarily appointed to a higher classification level, she/he shall be paid at the rate of that level commencing with the first full working day. Acting appointments may not be made as a direct result of absence due to vacation during the summer vacation period.
- b) Employees promoted to 'acting' positions in a higher rated classification or in a higher classification level shall be placed at the experience Step at which they realize at least an 8% increase in pay, in accordance with Article 10.09. Such employees shall progress to the six (6) month, twelve (12) month, and twenty-four (24) month rates, if they work continuously in the 'acting' assignment for the requisite period of time.

10.11 An employee, subject to their agreement, may be temporarily transferred within the bargaining unit for up to 3 months or longer provided that the Union receives notification from Human Resources in advance.

This Article 10.11 does not supersede the requirements of the job posting provisions of the Collective Agreement

10.12 Any employee who has been successful in a job competition must remain in the permanent position for a six (6) month period before applying for another position, unless he/she has the approval of the Superintendent/Director or Assistant Director of Human Resources Support Services. Notwithstanding the above, the employee may apply for a position in a higher or lower salary level, or permanent part-time employees may apply for permanent full-time positions.

ARTICLE XI - PROBATIONARY PERIOD

- 11.01 A newly hired person is considered to be on probation for a period of six (6) calendar months after the date of his/her commencement of employment with the Board. Notwithstanding the provisions of Article VI, the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.01 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.
- 11.02 A probationary employee shall be entitled to all the rights and privileges of the Collective Agreement unless specifically referenced otherwise.
- 11.03 The probationary period under Article 11.01 shall be extended for employees who during their probationary period are absent from work due to WSIB or unpaid medical leave. The probationary period shall be extended by the length of time that an employee is absent.
- 11.04 Notwithstanding the foregoing, the probationary period may be extended by mutual consent of the employer and the union.

ARTICLE XII - SENIORITY

- 12.01 The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board. Seniority should be based on the date of hire with the employer.
- 12.02 Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Board or its predecessors, in a position now included in this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 2544. However, employees employed under the Local 2544 collective agreement shall have no seniority rights under this agreement unless and until they become employed in this bargaining unit.
- 12.03 A newly hired person will be on probation until after he/she has completed his/her probationary period as outlined in Article XI. After this probationary period he/she will then be considered a seniority employee and his/her seniority will date back to the date of hiring. Notwithstanding the provisions of Article VI, the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.01 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee nor shall the dismissal or discipline be the subject of a grievance.
- 12.04 Seniority lists will be maintained for all permanent/probationary employees and will be posted electronically on the internal Job Board on May 1st and November 1st of each year. One list will be in order of starting date of employment with the Board and a second seniority list will show all employees in alphabetical order.
- 12.05 a) When the Board determines to lay-off or recall employees on the seniority list set out in Article 12.04, the seniority of employees shall be the determining factor except: (a) in cases of lay-off which include personnel who have been trained in particular job functions which remain a job requirement, such personnel will not be laid off unless more senior members of the bargaining unit who would otherwise be laid off, are fully capable of carrying out the special functions; (b) in cases of recall where the work which becomes available is of a special nature, the most senior member of the bargaining unit on the lay-off list capable of carrying out the special function will be recalled.

ARTICLE XII – SENIORITY (Continued)

- b) When the Board determines to lay-off or recall employees, the following procedure will apply:

Regulations

- i) This procedure does not apply to employees on lay-off related to normal school vacation periods (i.e. Christmas, mid-winter and summer).
- ii) An employee may only “bump” or be recalled to a position when, in the judgement of the Board, that employee has the skill and ability to successfully perform in the identified position.
- iii) Where the terms “Seniority” or “least senior” are used, it indicates Regional Seniority.
- iv) Office Managers, Budget Office Assistants and Assistants to the Superintendents will be considered “protected” by location, and, therefore, the last employee(s) to be declared surplus. Notwithstanding the above, Office Managers, Budget Office Assistants and Assistants to the Superintendents may be bumped in accordance with Step 9 or 10.
- v) Probationary employees will be laid off before seniority employees. Probationary employees do not have bumping rights and will not be included in a lay-off/recall list.
- vi) For the purpose of this Article, an employee shall be deemed to be laid off from his/her position and thus entitled to exercise the bumping rights described below if:
 - a) the employee’s normal weekly scheduled hours are reduced from more than twenty-five (25) hours per week to twenty-five (25) hours or less per week, it being understood that any other reduction in hours (that is, any reduction not crossing the said threshold) shall not be considered to be a lay-off and shall not give rise to any bumping or recall rights; or
 - b) the employee is identified as excess to a position or location.

Lay-off Procedure

Step 1

Human Resources will determine the number of full-time equivalent positions identified to be declared surplus.

ARTICLE XII – SENIORITY (Continued)

12.05 b) Lay-off Procedure (continued)

Step 2

By Regional Seniority, Human Resources will determine those employees who are Surplus to Region.

Step 3

The Superintendent/Director of Human Resources Support Services, or designate, will notify the Union, Supervisors and the affected employees, in writing, of all lay-offs and the effective dates.

Step 4

Employees declared Surplus to Region will be advised of their lay-off/recall rights under the Collective Agreement by Human Resources.

Step 5

Human Resources will determine employees who are Excess to Location or who have had a Reduction in Hours sufficient to constitute a lay-off in accordance with Article 12.05 b) vi) a).

Step 6

Excess employees or employees affected by a reduction in hours will be advised in writing of their rights under their Collective Agreement by Human Resources.

Step 7

Positions which become vacant due to Surplus to Region declarations will be integrated into the bumping process. For purpose of the bumping process only, these positions will be deemed to be positions held by the “least senior employee” in their respective job levels as that phrase is used in Steps 9 through 11. If these positions are not filled through the bumping process, they may be filled in accordance with Article X. Employees who are declared Surplus to Region will not be allowed to apply for postings created under Article X but will be eligible for recall in accordance with the recall provisions of the Collective Agreement.

ARTICLE XII – SENIORITY (Continued)

12.05 b) Lay-off Procedure (continued)

Step 8

Employees who are laid off in accordance with Article 12.05 b) vi) will have the opportunity to apply for Article X postings.

Step 9

Employees who are laid off in accordance with Article 12.05 b) vi) and who have not posted into an alternative position may bump the least senior employee in the same job level. Notwithstanding the foregoing, an employee laid off in accordance with Article 12.05 b) vi) a) will have the opportunity to bump the least senior full-time employee in the same job level or at a lower job level. Full-time employees who are laid off in accordance with Article 12.05 b) vi) a) and who exercise their seniority to bump a part-time employee may only do so when it results in their gaining additional hours of work per week.

Part-time employees who are eligible to exercise their seniority rights in accordance with this Article may only exercise those rights to bump other part-time employees occupying positions with the same number of hours per week or less.

Step 10

The least senior employee in the job level may 'bump' the least senior employee at the next lowest job level, and so on through the various levels.

Step 11

Human Resources will identify the employee(s) who may be bumped based on seniority and the laid off employee's capability to successfully perform in the identified position.

Step 12

Employees identified as being Excess to Location pursuant to Step 5 or employees bumped out of their positions have the right to choose lay-off rather than exercise their bumping rights.

ARTICLE XII – SENIORITY (Continued)

12.05 b) Lay-off Procedure (continued)

Step 13

A Lay-off List (in seniority order) will be prepared of those staff declared surplus as well as any excess employees who voluntarily chose lay-off.

12.05 b) Recall Procedures

Step 1

Human Resources will recall employees on the basis of seniority and ability to perform in the vacant position. A vacant position is considered one which has been posted and for which no suitable, qualified candidate has been successful. Notification will be made, in writing, by the Human Resources Services Department, in accordance with Article 12.08 of the Collective Agreement.

Step 2

Employees will be recalled only to positions at or below their job level. If a job goes 'external' and is at a higher level than any of the employees on the Lay-off List, then employees on the Lay-off List will be considered for any position which they are qualified to perform.

Step 3

If an employee chooses not to accept the vacant position, that employee is considered to have waived their right to recall confirming their termination of employment from the Board.

Step 4

If the employee's recall rights under the Collective Agreement expire and the employee has not been successful in obtaining a position, written notice of termination will be given by the Superintendent/Director of Human Resources Support Services or designate.

ARTICLE XII - SENIORITY (Continued)

12.05 b) Recall Procedures (continued)

Step 5

The Human Resources Services Department will keep Supervisors and the Union informed regarding:

- a) Who is affected by lay-off and the effective date.
- b) Who is affected by the “bump” of another employee and the effective date.
- c) Who is being recalled to open positions and the effective date.

The Union will receive copies of all written notifications sent to employees regarding bumping, lay-offs and recalls.

- 12.06 In accordance with Article 12.05, employees who are laid off because of lack of work will be retained on the seniority list for a period equal to their seniority at the time of lay-off, but in no event to exceed twenty-four (24) months. During that period they will be subject to recall if suitable work becomes available which they are qualified to perform.
- 12.07 In the event the Board shall combine, condense or consolidate any of its operations, the Board of Education, Human Resources Services Department agrees to discuss seniority rights, recourse, etc. with the Union and employees of Local 1628 that are declared excess to a particular school, field office or department before excess to area or termination letters are delivered to those affected.
- 12.08 Recall to work shall be by email and registered letter addressed to the last address recorded by the employee with the Board. It shall be the duty of the employee to notify the Board promptly of any change of address. Should an employee fail to do this, the Board shall not be responsible for failure of a notice sent by registered mail to reach such employee. An employee who is recalled to work must signify his/her intention to return within five (5) working days after a notice of recall has been sent out and must return within a further five (5) working days or forfeit his/her right to recall.

ARTICLE XII - SENIORITY (Continued)

- 12.09 Seniority previously accumulated will be lost and the employee's service deemed terminated whenever an employee:
- a) voluntarily leaves the employ of the Board;
 - b) is discharged and is not reinstated through the grievance or arbitration procedure;
 - c) is absent from work without permission and without a reasonable explanation;
 - d) fails to return to work upon termination of an authorized leave of absence, unless excused by the Board, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - e) retires.
- 12.10 For an employee who is hired or transferred into a position which is not included in either this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 2544, seniority shall not accumulate while the employee is in such external position. However, such employee shall retain his/her full seniority accumulated while in a position within C.U.P.E. Local 2544 or 1628, pursuant to Articles 12.02 and 12.04.
- 12.11 Notwithstanding the provisions of paragraphs 12.05 a) and 12.06, the Union President, Vice-President, Treasurer and Chief Steward shall continue to work in the event of a lay-off or shall be the last to be laid off and the first to be recalled.
- 12.12 No individual shall be dismissed or have his/her hours reduced due to technological change.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

- 13.01 a) Employees shall normally work seven (7) hours per day, Monday to Friday, thirty-five (35) hours per week. Starting and quitting time shall be determined by the immediate supervisor in accordance with the supervisor's requirements. Shifts shall normally commence by 9:00 a.m. for full-time positions and by 1:00 p.m. for positions that are less than full-time, but the Board may schedule shifts to start at other times in accordance with the provisions of Article 13.01 b)
- b) It is understood that the Board will prepare a regular schedule of hours to be worked by employees. Where permanent changes in that schedule are necessary involving an employee the Board will provide the employee and the Union with at least seven (7) calendar days advance notice. However, in the case of emergency there shall be no obligation on the part of the Board to give such notice.
- c) Notwithstanding 13.01 a) and b) above, a flexible hours of work schedule may be implemented during the Summer, March and Christmas breaks.
- d) Shift Premium

Effective September 1, 2008, the Board agrees to pay a shift premium of 57 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2009, the Board agrees to pay a shift premium of 59 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2010, the Board agrees to pay a shift premium of 61 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2011, the Board agrees to pay a shift premium of 63 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2019, the Board agrees to pay a shift premium of 64 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

ARTICLE XIII - HOURS OF WORK AND OVERTIME (Continued)

Effective September 1, 2020, the Board agrees to pay a shift premium of 64 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

Effective September 1, 2021, the Board agrees to pay a shift premium of 65 cents per hour on any shift that commences at or after 12:00 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift.

- 13.02 Employees shall normally receive an unpaid lunch of one (1) hour each day. A fifteen (15) minute rest period will be scheduled in each half of a standard working day. The schedule of lunch and rest periods will be determined by the appropriate supervisor in accordance with the supervisor's requirements. Lunches shall normally be scheduled no earlier than three hours and no later than 5 hours after the beginning of a shift.
- 13.03 Approved overtime will be paid at the rate of time and one-half (1-1/2) the employee's regular rate in the following circumstances:
- a) after working seven (7) hours in a day;
 - b) for work performed on Saturday.
- 13.04 Authorized overtime will be paid at the rate of double the employee's regular rate in the following circumstances:
- a) all work on Sunday;
 - b) all work performed on a Statutory Holiday (in addition to payment for the holiday).
- 13.05 Employees who are scheduled to work less than a seven (7) hour day and who are required to work longer than their scheduled hours on a regular working day shall be paid at the rate of straight time for the hours so worked up to and including seven (7) hours in the working day as set out in Section 13.01.
- 13.06 Employees shall qualify for the greatest available overtime payment but in no case shall there be payment under more than one of the overtime provisions or any pyramiding of overtime.
- 13.07 In lieu of overtime pay, full-time employees may choose compensating time off at the existing overtime rate and may accumulate up to a maximum of thirty-five (35) hours (1 week @ 35 hours) per school year. Such compensating time off would be scheduled by the appropriate supervisor.

ARTICLE XIII - HOURS OF WORK AND OVERTIME (Continued)

- 13.08 In the event a ten (10) month full-time employee has accumulated approved lieu time in accordance with 13.07 above, the employee may elect to apply this lieu time to days for which they would not normally work during the period of the December holiday season shutdown.
- 13.09 In the event there is a December holiday season shutdown period declared by the Director's Office, twelve (12) month employees may elect to accumulate approved lieu time to be banked for the shutdown period in accordance with 13.07 above.

ARTICLE XIV - SICK LEAVE

Sick Leave Provisions are now contained within the Central Agreement Part A

14.01 Conditions of sick leave shall be as per Board Policy and in accordance with Article 6 contained within Part A of this Collective Agreement.

14.02 The amount of sick leave accrued to his/her credit will be shown on the employee's pay stub.

14.03 a) The Board shall replace an employee who is absent on sick leave for a period in excess of three (3) consecutive working days.

Notwithstanding the above, the Board shall:

i) in single secretary schools, the Board will replace an employee who is absent on sick leave from the first day of the absence.

ii) in a school with 1.5 secretaries the Board will replace an employee who is absent on sick leave in order to ensure that there is 1.0 secretary from the first day of the absence and then 1.5 secretaries for an absence in excess of three (3) consecutive working days.

b) Where an absence due to illness is approved and known to be in excess of three (3) working days, coverage for the absence will be provided from the first day of absence.

c) In the event an employee is asked to work additional hours at the request of the supervisor due to an unfilled absence, overtime will be accrued and paid in accordance with Article 13.03.

d) Where an absence due to illness is approved and known to be in excess of fifteen (15) working days, the temporary employee will be placed on a long-term contract as of the first day of replacement and be eligible for all rights associated with the contract immediately.

14.04 The Board will provide replacements in accordance with Article 14.03 provided suitable replacements are available.

ARTICLE XV - LEAVES OF ABSENCE

15.01 Leave of absence without pay and without loss of seniority may be granted to properly elected delegates to Union conventions subject to permission being requested in writing at least ten (10) working days in advance of the proposed leave and subject to no more than a maximum of one (1) employee from a section or department being granted such leave at any one time, and subject to a maximum of thirty (30) days of such leave in total for the Union in each Collective Agreement year. Such permission shall not be unreasonably withheld.

15.02 All other leaves shall be in accordance with Board Policy. The Board will not amend the policy in such a way that the number and duration of the leaves of absence for this bargaining unit are reduced during the term of this Agreement.

15.03 Union Leaves of Absence

If, at some future time, the duties of the President and/or other executive officer of the Union become full-time positions, they shall be allowed Leaves of Absence for the duration of their term of Office. This leave shall be without loss of seniority. For up to two (2) years, the employee shall have the right to return to his/her former position and location, provided the position exists. If the position does not exist, the employee shall be placed in a comparable position.

15.04 An employee who is not on any other leave of absence or lay-off shall be entitled to two (2) days leave with pay for:

- a) leave at the time of birth of a child;
- b) adoption leave at the time of adoption.

15.05 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.

ARTICLE XV - LEAVES OF ABSENCE (Continued)

15.05 Maternity Benefits/SEB Plan (Continued)

- 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.

15.06 A compassionate leave of absence without loss of income or deduction from sick leave credits may be granted for up to five (5) days, subject to the approval of the appropriate Board official.

15.07 Other Leaves of Absence

Employees are entitled to statutory leaves under the *Employment Standards Act, 2000* and its regulations. Such leaves include, but are not limited to:

- a) Family Caregiver leave
- b) Family Medical leave
- c) Critically Ill Child-Care leave

Such leaves will be granted in accordance with the requirements of the appropriate legislation.

ARTICLE XVI - FRINGE BENEFITS

- 16.01 Permanent employees shall be eligible for benefits as per the terms of the Central Agreement.
- 16.02 The Board shall administer a Long Term Disability Plan provided that:
- a) any such plan conforms to the requirements of the Board's insurer;
 - b) the necessary level of employee participation is ensured;
 - c) the employees assume 100% of the premium cost, which shall include an administration fee of not more than 5% of the premiums, which shall be paid to the Board.
- 16.03 Effective July 1, 1989 the Board shall continue its normal premium contributions for any plan under Article 16 in which the employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

ARTICLE XVII - RETIREMENT ALLOWANCE

17.01 "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."

Each employee on staff, as of the date of signing of this Agreement, is eligible for a retirement gratuity after ten (10) years continuous service with the Board. The gratuity is paid to an employee who has attained the age of sixty (60) years or who is eligible for retirement under O.M.E.R.S. After ten (10) years continuous service, the gratuity will be twenty percent (20%) of the current salary. The gratuity will increase two percent (2%) per year of service up to a maximum of fifty percent (50%).

17.02 Article 17.01 shall not apply to employees hired after October 12, 1978.

17.03 In the case of an employee who is on an unpaid medical leave of absence at the time of retirement and who is otherwise eligible for a gratuity under Article 17.01 and 17.02, "current salary" shall be deemed to mean the salary in effect at the time the employee was last actively employed, and "year of service" shall be deemed to exclude the said unpaid medical leave of absence.

ARTICLE XVIII - VACATIONS

18.01 Full-time employees (ten and twelve month) shall earn annual vacation with pay in accordance with the following schedule:

- a) Employees with less than eight (8) full years of continuous service with the Board shall accrue 1.25 days of vacation for each complete month of service during the year, effective commencing in the first month of service.
- b) Employees with eight (8) or more but less than nineteen (19) full years of continuous service with the Board shall accrue 1.67 days of vacation for each complete month of service during the year, effective commencing on the eighth anniversary date.
- c) Employees with nineteen (19) or more but less than twenty-five (25) full years of continuous service with the Board shall accrue 2.08 days of vacation for each complete month of service during the year, effective commencing on the nineteenth anniversary date.
- d) Employees with twenty-five (25) or more full years of continuous service with the Board shall accrue 2.50 days of vacation for each complete month of service during the year, effective commencing on the twenty-fifth anniversary date.

18.02 a) Vacation pay shall be calculated on the basis of the employee's standard work week and day at the applicable regular hourly rate of pay.

- b) Part-time employees (twelve month) shall earn vacation credits on a pro-rata basis, in the exact proportion that their regular weekly part-time assignment bears to 35 hours.
- c) Employees on unpaid absence in excess of twenty (20) days of work during the calendar year shall receive vacation pay based on a pro-rata proportion of full vacation.

ARTICLE XVIII - VACATIONS (Continued)

- 18.03 a) Ten month full-time employees who do not take vacation in accordance with Article 18.05 or receive vacation pay prior to the end of May, shall receive vacation pay at the end of May of each year in accordance with Article 18.01.
- b) Ten month part-time employees will receive vacation pay of 6, 8, 10 or 12% of their gross annual earnings at the end of May of each year based on the following schedule:
- | | |
|-------------------------------------|-----|
| 26 or more years continuous service | 12% |
| 20 to 25 years continuous service | 10% |
| 9 to 19 years continuous service | 8% |
| 1 to 8 years continuous service | 6% |
| Less than 1 year continuous service | 6% |
- 18.04 Should a pay date fall during a full-time employee's scheduled vacation, the employee may have the option of receiving payment for that pay date immediately prior to taking such vacation leave provided the Payroll Department has been given at least four (4) weeks prior notice of the employee's scheduled vacation.
- 18.05 Vacation may be granted to all employees during the school year with the approval of the immediate supervisor.
- 18.06 Employees are entitled to utilize vacation credits as earned and not in advance, at such time as may be approved by the immediate supervisor.
- 18.07 A year for the purpose of this Article shall be defined as a twelve month period commencing and ending on the employee's anniversary of being hired.
- 18.08 An employee whose employment is terminated at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, his/her estate will be credited with the value of vacation credits owing him/her.

ARTICLE XIX - PAID HOLIDAYS

19.01 The paid holidays recognized by the Board for full-time and part-time twelve month employees are as undernoted:

New Year's Day	Labour Day
Heritage Day (if proclaimed as a statutory holiday and is a school holiday)	Thanksgiving Day
Family Day	Remembrance Day (if declared a school holiday or if a day in lieu of is declared a school holiday by the Board)
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	
Canada Day	
Civic Holiday	

plus any additional day or days allotted to the staff as a whole. Those employees who are employed on a school year basis shall receive the paid holidays listed above however, they shall not be eligible to receive payment for the Civic Holiday.

19.02 In order to qualify for paid holidays the employee must work his/her full scheduled work period immediately preceding and following the holiday, be on authorized vacation during this period, or be on authorized paid leave.

19.03 In the event that one of the said holidays should fall or be observed during an employee's vacation period, he/she will be granted an additional day's vacation for each such holiday in addition to his/her regular vacation time. It is understood and agreed that whenever any of the above-listed holidays, with the exception of Remembrance Day, falls on a Saturday or a Sunday, the Board shall designate some other day as a day off with pay.

ARTICLE XX - HEALTH AND SAFETY

- 20.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 20.02 Safety equipment required by the Ministry of Labour or the Board shall be supplied by the Board and must be used or worn where and when conditions demand.
- 20.03 Whereas the Board and the Union recognize their obligations under the Occupational Health and Safety Act and are Parties to an agreement entitled "Terms of Reference for Multi-Workplace Joint Health and Safety Committee", the Board and the Union agree to continue to participate in a Multi-Workplace Joint Health and Safety Committee.
- 20.04 Violence shall be defined as per the definition in the Ontario Occupational Health and Safety Act.
- 20.05 The Multi-Workplace Joint Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace. The Board agrees to have in place policies and procedures to deal with violence, including the prevention of violence and the management of violent situations.

ARTICLE XXI - SALARIES

- 21.01 The direct deposit payroll method will apply to bargaining unit employees.
- 21.02 The Board agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates of pay for the salary levels outlined in Schedule "A". Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.
- 21.03 Should the Board be eligible for an Employment Insurance Premium Reduction, the Board shall pay, in accordance with the *Employment Insurance Act* and regulations, the employee's portion of the premium reduction to the employee.

ARTICLE XXII - GENERAL

- 22.01 In the event that the Board shall combine or separate any of its operations or functions on a regional or provincial level, the Board agrees to discuss the retention of seniority rights for all employees with the new employer.
- 22.02 The Collective Agreement will be posted electronically on the Board's Intranet. New employees will be advised at the time of hire of the location of the electronic version of the Collective Agreement.
- 22.03 The Board shall notify the Union in writing of all appeals and results of appeals regarding job evaluations, promotions, demotions, hirings, transfers, recalls, resignations, retirements, deaths, lay-offs, leaves of absence, or other terminations of employment, provided however that failure by the Board to do so shall not nullify or affect the validity of any such Board action.
- 22.04 The Union shall be provided semi-annually, or as mutually agreed, with a mailing list of Union members' addresses, home telephone numbers and names.
- 22.05 a) The Union shall be provided electronically on a monthly basis with a list of the names of active supply secretaries, whether or not they are on assignment at the time the list is provided.
- b) The active supply secretaries must be available to work a minimum of twenty-five (25) days per school year, provided work is available, in order to maintain their position on the casual list. Casual secretaries who are not offered the opportunity to work twenty-five (25) days, during a school year will not be removed from their position on the list.

22.06 Personnel Files

An employee shall have reasonable access to review his/her personnel file, in the presence of an appropriate member of the Human Resources Department.

An employee may make a copy of any material contained in his/her personnel file.

An employee may request the removal of documents of a disciplinary nature from his/her personnel file after a period of eighteen (18) months from the date of the discipline. Such request shall be made in writing to the Superintendent/Director of Human Resources Support Services who shall review the request and render a decision in his or her sole discretion.

ARTICLE XXIII - PART-TIME EMPLOYEES ADDITIONAL HOURS LIST

- 23.01 The Board shall maintain a "Part-Time Employee Additional Hours List". The said List shall contain the names of those employees in the bargaining unit who indicate in writing to the Co-ordinator of Employee Relations or designate the desire to work additional hours. The List shall include the employee's name, telephone number, classification and present location.
- 23.02 Part-time bargaining unit employees who make a request in accordance with paragraph 23.01 shall be included on the said List in order of seniority, regardless of when their request is made. Employees who have the same seniority date shall be listed in alphabetical order.
- 23.03 At the time an employee requests inclusion on the said List, the employee must select, from amongst the geographic areas designated as available by the Board, one or more geographic areas within which the employee wishes to accept additional assignments. Such employees shall then be placed on the sub-list for such designated geographic areas. Notwithstanding the employee's selection of a particular geographic area or areas, the Board may request an employee to work in another geographic area if required. Refusal to accept assignments outside the employee's designated geographic area will not jeopardize placement on the List.
- 23.04 All employees are required to ensure their personal contact information is current within the Board's HRIS self-service system.
- 23.05 a) A part-time employee whose name has been included on the said List and who does not accept any additional hours assignment for a period of one complete academic year, shall be deemed to be removed from the List.
- c) An employee who is included on the List and who, because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the List in an inactive status during the period of such unavailability for the remainder of the school year, provided that such employee must make himself/herself available for assignments during the school year following the commencement of the period of unavailability in order to be retained on the List. An employee becoming unavailable for such reasons shall inform the appropriate office in the Human Resources Services Department of the date of commencement of, and return from, the period of unavailability.
- c) On or about November 1st of each year the Board shall provide the Union with a copy of the said List currently in effect. Additions and deletions to/from the List will be provided to the Union on a monthly basis.

ARTICLE XXIV - NO DISCRIMINATION

- 24.01 Neither the Board, the Union nor the employees shall discriminate in their employment against any employee of the Board on any ground prohibited by the Ontario Human Rights Code or the Ontario Labour Relations Act.
- 24.02 The Board, the Union, and the employees recognize that an employee has the right to freedom from sexual harassment and any other form of harassment in the workplace prohibited by the Ontario Human Rights Code.

ARTICLE XXV - PROFESSIONAL DEVELOPMENT

25.01 There shall be a Professional Development Fund to which the Board shall contribute \$150 per year, per full-time equivalent active employee in this bargaining unit effective July 1, of each year. These funds shall be utilized for professional development activities approved by the Superintendent/Director of Human Resources Support Services.

ARTICLE XXVI - JOINT MODIFIED WORK COMMITTEE

- 26.01 a) The parties agree to establish a Joint Modified Work Committee consisting of the employee, one member selected or appointed by the local Union, the employee's Supervisor or designate together with the Board's W.S.I.B. Claims Officer or designate, who shall act as the Committee Chair.
- b) The Board and the Union agree to work cooperatively to accommodate ill or injured employees in accordance with the Workplace Safety and Insurance Act, and the Ontario Human Rights Code.
- c) The Committee shall meet at such times as may be mutually agreed. All such authorized time spent in Committee meetings shall be in accordance with Article 4.02.

ARTICLE XXVII - DURATION AND TERMINATION

- 27.01 This Agreement shall continue in effect from September 1, 2019 to August 31, 2022 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other, in writing, not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 27.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in the preceding paragraph or any longer period which may be mutually suitable.
- 27.03 Part B of this Agreement contains all the terms and conditions agreed upon by the Board and the Union and during the term of the Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or on any further subject not included in this Agreement.

ARTICLE XXVIII - LABOUR MANAGEMENT COMMITTEE

- 28.01 To help promote a mutually constructive and cooperative relationship, the Parties agree to establish a joint labour-management committee. The purpose of the joint labour-management committee is to provide a vehicle for the discussion and the attempted resolution of workplace matters of mutual concern.
- 28.02 The committee shall be co-chaired by the President of the Union or designate and the Manager of Employee Relations and Compensation. In addition to the aforementioned, the committee will consist of up to four (4) union representatives and four (4) management representatives. Additional representatives from either side may be added by mutual agreement of the co-chairs. The Union will not be responsible for reimbursing the Board for the attendance of up to four (4) representatives who serve on this committee.
- 28.03 The committee shall meet every other month during the school year, or, as otherwise determined by mutual agreement between the Parties. The agenda will be mutually developed by the co-chairs a minimum of seven (7) working days prior to the scheduled meeting date. Additional agenda items may be added at the beginning of each meeting, by mutual agreement between the Parties

This Collective Agreement is
Dated at Mississauga this 14th day of May, 2020.

For the Employer	For the Union
	<i>Lisa Magee</i>
<i>[Signature]</i>	<i>[Signature]</i>
	Cynthia Garrick
<i>[Signature]</i>	Eva Hato
	<i>Jean Saunders</i>
<i>[Signature]</i>	<i>Michelle Giacometti</i>
	<i>[Signature]</i>
	Julie Jackson
	Julie Sauve
	Brian Gilliam
	<i>[Signature]</i>

SCHEDULE "A"

PEEL DISTRICT SCHOOL BOARD

C.U.P.E. LOCAL 1628
SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2019
(Updated June 7, 2024 due to Bill 124 Remedy)

Twelve (12) Month Schedule

<u>LEVEL STEP 1 (Basic)</u>			<u>STEP 2 (6 Month)</u>		<u>STEP 3 (12 Month)</u>		<u>STEP 4 (24 Month)</u>	
1	34,403	(661.60)	36,123	(694.67)	37,929	(729.40)	39,825	(765.87)
		132.32		138.93		145.85		153.17
		18.90		19.85		20.84		21.88
2	37,154	(714.50)	39,012	(750.23)	40,963	(787.75)	43,011	(827.13)
		142.90		150.05		157.55		165.43
		20.41		21.44		22.51		23.63
3	40,127	(771.67)	42,133	(810.25)	44,240	(850.77)	46,452	(893.31)
		154.33		162.05		170.15		178.66
		22.05		23.15		24.31		25.52
4	43,337	(833.40)	45,504	(875.08)	47,779	(918.83)	50,168	(964.77)
		166.68		175.02		183.77		192.95
		23.81		25.00		26.25		27.56
5	46,804	(900.08)	49,144	(945.08)	51,601	(992.33)	54,181	(1,041.94)
		180.02		189.02		198.47		208.39
		25.72		27.00		28.35		29.77
6	50,548	(972.08)	53,075	(1,020.67)	55,729	(1,071.71)	58,515	(1,125.29)
		194.42		204.13		214.34		225.06
		27.77		29.16		30.62		32.15
7	54,591	(1,049.83)	57,321	(1,102.33)	60,187	(1,157.44)	63,196	(1,215.31)
		209.97		220.47		231.49		243.06
		30.00		31.50		33.07		34.72

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

OFFICE MANAGER FIELD OFFICE ALLOWANCE

Office Manager Field Office shall be paid an allowance of \$3,024 per year, over and above the rate paid them pursuant to the salary schedule.

SCHEDULE "A"

PEEL DISTRICT SCHOOL BOARD

C.U.P.E. LOCAL 1628
SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2020
(Updated June 7, 2024 due to Bill 124 Remedy)

Twelve (12) Month Schedule

<u>LEVEL STEP 1 (Basic)</u>			<u>STEP 2 (6 Month)</u>		<u>STEP 3 (12 Month)</u>		<u>STEP 4 (24 Month)</u>	
1	35,003	(673.13) 134.63 19.23	36,753	(706.79) 141.36 20.19	38,591	(742.13) 148.43 21.20	40,521	(779.25) 155.85 22.26
2	37,804	(727.00) 145.40 20.77	39,694	(763.35) 152.67 21.81	41,679	(801.52) 160.30 22.90	43,763	(841.60) 168.32 24.05
3	40,829	(785.17) 157.03 22.43	42,870	(824.42) 164.88 23.55	45,013	(865.63) 173.13 24.73	47,264	(908.92) 181.78 25.97
4	44,094	(847.96) 169.59 24.23	46,299	(890.37) 178.07 25.44	48,614	(934.88) 186.98 26.71	51,045	(981.63) 196.33 28.05
5	47,623	(915.83) 183.17 26.17	50,004	(961.62) 192.32 27.47	52,504	(1009.69) 201.94 28.85	55,129	(1,060.17) 212.03 30.29
6	51,432	(989.08) 197.82 28.26	54,004	(1,038.54) 207.71 29.67	56,704	(1,090.46) 218.09 31.16	59,539	(1,144.98) 229.00 32.71
7	55,547	(1,068.21) 213.64 30.52	58,324	(1,121.62) 224.32 32.05	61,240	(1,177.69) 235.54 33.65	64,302	(1,236.58) 247.32 35.33

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

OFFICE MANAGER FIELD OFFICE ALLOWANCE

Office Manager Field Office shall be paid an allowance of \$3,077 per year, over and above the rate paid them pursuant to the salary schedule.

SCHEDULE "A"

PEEL DISTRICT SCHOOL BOARD

C.U.P.E. LOCAL 1628
SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2021
(Updated June 7, 2024 due to Bill 124 Remedy)

Twelve (12) Month Schedule

<u>LEVEL STEP 1 (Basic)</u>			<u>STEP 2 (6 Month)</u>		<u>STEP 3 (12 Month)</u>		<u>STEP 4 (24 Month)</u>	
1	36,315	(698.37) 139.67 19.95	38,131	(733.29) 146.66 20.95	40,038	(769.96) 153.99 22.00	42,040	(808.46) 161.69 23.10
2	39,221	(754.25) 150.85 21.55	41,182	(791.96) 158.39 22.63	43,241	(831.56) 166.31 23.76	45,403	(873.13) 174.63 24.95
3	42,358	(814.58) 162.92 23.27	44,476	(855.31) 171.06 24.44	46,700	(898.08) 179.62 25.66	49,035	(942.98) 188.60 26.94
4	45,747	(879.75) 175.95 25.14	48,034	(923.73) 184.75 26.39	50,436	(969.92) 193.98 27.71	52,958	(1018.42) 203.68 29.10
5	49,407	(950.13) 190.03 27.15	51,877	(997.63) 199.53 28.50	54,471	(1,047.52) 209.50 29.93	57,195	(1,099.90) 219.98 31.43
6	53,361	(1026.17) 205.23 29.32	56,029	(1,077.48) 215.50 30.79	58,830	(1,131.35) 226.27 32.32	61,771	(1,187.90) 237.58 33.94
7	57,629	(1,108.25) 221.65 31.66	60,510	(1,163.65) 232.73 33.25	63,536	(1,221.85) 244.37 34.91	66,713	(1,282.94) 256.59 36.66

Note: Annual, monthly and weekly rates of pay will be pro-rated for part-time and ten (10) month staff.

OFFICE MANAGER FIELD OFFICE ALLOWANCE

Office Manager Field Office shall be paid an allowance of \$3,192 per year, over and above the rate paid them pursuant to the salary schedule.

SALARY SCHEDULE NOTATION

1. TEMPORARY EMPLOYEES (Updated June 7, 2024, due to Bill 124 Remedy)

'Temporary employees' or 'temporary personnel' as defined in Article 1.06 shall be paid according to the following schedule during the first fifteen (15) continuous days worked.

September 1, 2019	\$18.90/hr.
September 1, 2020	\$19.23/hr.
September 1, 2021	\$19.95/hr.

Such employees shall be paid at the Step 1 - Start rate for the applicable Level upon completion of fifteen (15) continuous days worked in the temporary assignment, and such higher rate of pay shall then apply retroactively to the first day of the temporary assignment. Such employees shall progress to the six (6) month, twelve (12) month, and twenty-four (24) month rates, if they work continuously in the temporary assignment for the requisite period of time. This provision applies equally to regular part-time employees who accept a temporary, supplementary assignment in a school or department other than the employee's regular school or department. Such employee's regular rate of pay shall apply if they accept a temporary, supplementary assignment in their own school or department.

2. ASSISTANT OFFICE MANAGER, SECONDARY - ALLOWANCE

Secretaries designated by a principal as Assistant Office Manager - Secondary shall be paid an allowance, over and above the rate paid them pursuant to the salary schedule. The allowance shall be paid according to the following schedule:

September 1, 2019	\$2,177 per year
September 1, 2020	\$2,215 per year
September 1, 2021	\$2,298 per year

Unless there are extenuating circumstances, the Assistant Office Manager will assume the role of "Acting Office Manager" in the absence of the Office Manager in accordance with the provisions of this Collective Agreement and shall be paid at the Office Manager rate of pay.

LETTER OF UNDERSTANDING #1

RE: ASSISTANT OFFICE MANAGER, SECONDARY - ALLOWANCE

At the recent collective bargaining negotiations, the Union raised the issue of Assistant Office Manager, Secondary - Allowance. The Board agreed that it would establish a process to ensure there is consistent criteria and practice adopted for the process of assigning the role of Assistant Office Manager in Secondary Schools and guidelines for the expectations of the role of Assistant Office Manager. The Board also agreed to ensure that there is an incumbent in the role of Assistant Office Manager in all Secondary Schools.

The Parties agreed that this matter would be referred to the Labour Management Committee for further discussion.

The Board agrees to address this matter at Labour Management Committee and implement the changes the no later than September of 2020 unless an alternate date is agreed to by the parties.

LETTER OF UNDERSTANDING #2

RE: CASUAL LIST & CUPE 1628 FLOATERS

At the recent collective bargaining negotiations, the Union raised concerns regarding the casual list and the assignment of CUPE 1628 Floaters.

The Board agrees to undertake a review of the casual list and share the result of this review with the Union. The Board will also review the methodology by which CUPE 1628 Floaters are utilized and will discuss the outcome of this review and consider input from the Union through the Labour Management Committee.

LETTER OF UNDERSTANDING #3

During recent collective bargaining negotiations, the parties agreed as follows:

1. The parties agreed that the current incumbent in the position of Secretary to the Controller of Learning Technologies Support Services, Catherine Robertson, shall remain a member of C.U.P.E. Local 1628. Any future incumbents in this position shall be excluded from the Union in accordance with Article 3.01.

LETTER OF UNDERSTANDING #4

RE: JOB DESCRIPTIONS

At recent collective bargaining negotiations, it was agreed that the Board will provide the Union with copies of new and amended job descriptions for positions within the Union.

LETTER OF UNDERSTANDING #5

RE: SUPPLY SECRETARIES

At recent collective bargaining negotiations, the issue of supply secretaries was discussed. When a supply secretary is required by the Board, the following process will be used while secretaries are on the recall list.

1. Part-time staff will be considered first to do supply work at their own location.
2. Other than the above circumstances, any supply work will first be offered to secretarial staff on the recall list.
3. If no one is available from the recall list, locations will be advised to contact staff on the Permanent Part-time list. This list contains the names of permanent part-time secretarial staff who are looking for additional work.
4. If no one is available from this Permanent Part-time list, then the Casual Supply list may be used to obtain temporary help.
5. If no one is available from this Permanent Part-time list, and if it's either July or August, locations must call the Human Resources Department to see if any full-time ten-month staff have requested additional summer hours.
6. Upon the expiration of recall rights and the termination of their employment, individuals may apply to the Board to be added to the Casual Supply list and upon application shall be added to the list.
7. In order to be eligible for work under this Letter of Understanding, employees or individuals on the Casual Supply list must be qualified to perform the work available.

LETTER OF UNDERSTANDING #6

RE: OMERS CONTRIBUTORY EARNINGS

The parties agreed that this Letter of Understanding is for information purposes only and is not grievable.

As a reference for employees, the parties have agreed to include the definition of contributory earnings under the OMERS Pension Plan, as amended from time to time. For more information, employees may access the OMERS website at www.omers.com.

Definition of Contributory Earnings:

Contributory earnings must include all regular recurring earnings for all plan members 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 (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, 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, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;

- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of 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.

LETTER OF UNDERSTANDING #7

RE: CONTRACTING OUT

The Board agrees that it will discuss, with the Union, any future contracting out that would result in the displacement of CUPE Local 1628 members before any final decision is made by the Board. These discussions will take place through a joint committee comprised of three (3) representatives of the Board and three (3) representatives of the Union, plus appropriate resources.

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

LETTER OF UNDERSTANDING #8

RE: HOURS OF WORK

At recent collective bargaining negotiations, concerns were raised with respect to the scheduling of lunch breaks for elementary office staff. The Board agrees that where an elementary office staff employee is not afforded the opportunity for their scheduled lunch break, the affected employee will contact Human Resources and upon confirmation of the scheduling issue, the employee will be afforded the opportunity to access compensation in accordance with Article 13 of this Collective Agreement.

In addition to the above, a memo will be issued from the Associate Director of Instructional Support Services to elementary Principals reminding them of their obligations under the Collective Agreement with regards to the scheduling of lunch breaks.

LETTER OF UNDERSTANDING

between

PEEL BOARD OF EDUCATION
(hereinafter referred to as the 'Board')

and the

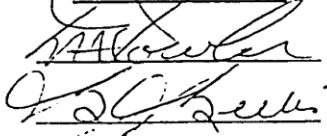
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1628
(hereinafter referred to as the 'Union')

The Board and the Union hereby agree to the following process when Union members are performing non-union acting positions:

1. The Human Resources Services Department will inform the Union of the Acting assignment;
2. In the event that a temporary vacancy occurs in a job that the Board intends to fill as a result of the acting assignment, it shall be posted in accordance with the Collective Agreement;
3. After two (2) years in the non-union acting position, the Union member will return to their bargaining unit position or resign their bargaining unit position;
4. If the Union member chooses to give up their bargaining unit position, union dues will be terminated and the employee will cease to be a member of Cupe 1628 and their bargaining unit position will be posted;
5. The two years may be extended, for exceptional circumstances, with the mutual agreement of the Board and the Union.
6. It is understood that all Union members currently in non-union acting assignments will be subject to the above provisions but with the two year provision commencing with the effective date of the signing of this Letter of Understanding.

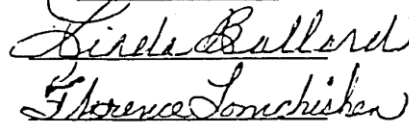
Signed at Mississauga, this 3rd day of September, 1996.

FOR THE BOARD



Two handwritten signatures in dark ink, one above the other, over a horizontal line.

FOR THE UNION



Two handwritten signatures in dark ink, one above the other, over a horizontal line.

LETTER OF INTENT #1

RE: DECEMBER HOLIDAY SEASON SHUTDOWN

At the recent collective bargaining negotiations, the Union raised concerns regarding the need for further clarity in the communication to employees and Principals/Managers/Supervisors regarding the ability of CUPE 1628 12 month employees to accrue time to be applied towards the December Holiday Season Shutdown period.

The Board agreed to revise the December Holiday Season Shutdown memo to provide further clarity as it related to the issues identified by the union. The draft of these changes will be provided to the union for their review prior to it being issued to employees.

LETTER OF INTENT #2

The Board and the Union hereby confirm their agreement to participate in a joint committee on training, during the term of this Collective Agreement, expiring August 31, 2022. The mandate of the committee shall be to review the needs of the employees in the bargaining unit and the needs of the Board with respect to the training of such employees. The committee shall make recommendations to the Superintendent/Director of Human Resources Support Services.

The committee shall consist of three (3) representatives of the Union and shall have such resources and assistants as may be agreed to be necessary. The committee shall be established within thirty (30) days of ratification of the Collective Agreement and thereafter shall meet every three (3) months or as otherwise mutually agreed.

LETTER OF INTENT #3

- 1) This will confirm the Board's intention to provide a copy of its Leaves Policy to all bargaining unit members when a change is made, and to new hires.
- 2) It is understood that the Board will continue to provide any benefits which are superior to those contained in the collective agreement, which it currently provides to incumbent employees affected in the Human Resources Support Services Department, so long as they remain in the affected position held on February 4, 2004. The current incumbent is:

Linda Chlon

Date: March 9, 2020

To: Principals & Vice-Principals

Re: CUPE 1628 Office Staff Streamlining Committee

As part of the contract negotiated prior to 2003 with CUPE 1628, a letter of intent was signed to establish a Joint Streamlining Committee. The mandate of the committee is to discuss issues regarding secretarial/clerical resources, workload and overtime. We think it is important that we all continue to work together to improve situations where possible. Many of the issues discussed during the Committee's deliberations can be addressed by continuing to focus on positive communication, relationship building, and effective and efficient office practice. The following suggestions were made following the completion of the last Committee meeting on March 9, 2020 and it would be appreciated if you would consider these as they relate to your school:

1. Office Team Meetings

Managing the pace and flow of the office workload is important. In office team meetings, workload issues can be discussed and priorities set. Our office staff feel invested when they have an opportunity to collaborate in workload planning. These meetings should also enhance communication and relationships.

2. Peel Absence Management System (PAM)

It is the responsibility of the individual staff to create their absences in PAM. All staffing decisions need to remain as the school administrator's responsibility. Office staff may assist administration with facilitating staffing in collaboration with school administration, as requested.

3. Student Attendance

Teachers are responsible for calling parents to question extensive student absences, as part of ongoing teacher/parent communication.

4. Bussing

The Office staff may assist with providing routine transportation procedures, redirecting parents to "STOPR", assist in collaboration with school administration to create bus tags or review SIS transportation information, as needed.

School administration will be responsible for decision making with respect to student transportation needs that may arise.

5. School Council Membership

Many office staff are volunteering to serve as the non-teaching staff representative on School Councils which is very positive. In some instances, because they are a member of the school office staff, they are being asked to serve as the Council secretary, as well. The secretarial function could be performed by any member of Council.

6. Supervision of Students – not being applied consistently at schools

Students during the day are routinely sent to the office to wait, under office staff supervision, until a parent/guardian can come to pick them up. Students who must be in the office for disciplinary reasons should be supervised/visible by administrators or a teacher in charge, school layout permitting. When the administrators are out of the school, a contingency plan for this supervision must be in place (e.g. teacher in charge, under supervision of a teaching assistant, etc.).

7. Student Suspension Communication

Office staff are not responsible for calling parents/guardians to advise of suspension of a student from school. This direct communication will be done by Administrators.

8. Parent/Teacher Interviews

Teachers can expedite these arrangements by holding a brief meeting to coordinate families' interviews by using input from parents through a returned form and SIS generated sibling lists.

Office staff may be available to support generating SIS sibling class list reports, as requested.

9. Administering Medication/Medical Binder/Emergency Binder

School administrators are required to prepare a student medical binder. Office staff may assist with generating an SIS report for administration to compile medical binder.

The current CUPE 1628 collective agreement and Operating Procedure Special Education Program Services #8 state that office staff are not required to administer

medication. A school based plan should be developed in accordance with this Operating Procedure.

Best practice is that the concussion protocol should be completed by the staff member who witnessed or reported the accident, or the administration at the location, where possible.

Emergency Binder

It is the responsibility of Administration to complete the binder. Office staff may assist with generating SIS reports as requested.

10. Photocopying/Faxing/Scanning/Phoning

Teachers are provided planning time to fax/photo copy classroom lesson materials and should not be asking the office staff to do their photocopying. Where classrooms have phones, students can call for forgotten items, lunches, illness, and may call from the classroom phone under the supervision of the teacher, where possible. All teachers will be provided with an up-to-date student information sheet for the class.

11. Banking/ School Cash Online

In the absence of security pick up, Administrators are responsible for all offsite banking duties. Additional resource is available through Finance Effective Practices – Effective and Purchasing Catalogue - Safes & Cash Management

<https://workflow.peelschools.org/pc/Pages/SafesCash.aspx>

12. Training

For initiatives that require online training, staff must be provided with computers that are appropriately configured for the training. Consideration needs to be given to the time and space for training.

13. Safe Welcome Program

School office staff are tasked with the Safe Welcome Program which is part of an extreme workload issue. Staff and visitors are reminded to be respectful at all times when waiting for office staff to respond to the doorbell.

14. Peel Partnerships

The Region of Peel has many health initiatives including Immunization, Dental Screening, Hearing and Vision Screening. School office staff should only be responsible for materials approved for distribution. Reminders and follow up should be the role of the Region.

15. Designate Signature

All authorized school documentation should be signed by the Principal/designate. Should the Principal not be available the authorized designates include:

- Principal (Acting)
- Vice Principal (Acting)
- Teacher in Charge
-

16. Banked Day Tracking – Elementary Only

Administrators will be responsible for tracking and coordinating planning time payback. Office staff may support the Administrator with tracking unfilled vacancies.

17. Ordering in June

Administrators should be making school purchases in accordance with effective practice/Board procedures.

18. Community Mailboxes Pick Up

Office staff may assist in the retrieval of the mail from the mailboxes, however, Administrators are ultimately responsible for retrieving mail from community mailboxes in a timely manner.

We expect that many of these items are already a part of your office practices.

Thank you to the Committee Representatives for taking the time to review and consider these suggestions as they have been raised in an effort to alleviate some of the secretarial/clerical workload concerns.

Cynthia Ogbarmey-Tetteh	Assistant Director – HR Operations
Jamie Robertson	Superintendent of Human Resources Support Services
Masuma Khangura	Manager of Employee Relations & Compensation
Lisa Magee	President of C.U.P.E.
Evelyn Blackwell	Office Manager, C.U.P.E Representative
Jean Saunders	Office Manager, C.U.P.E. Representative
Wendy White	Office Manager, C.U.P.E. Representative
Daniella Perrott	Principal, South Fields Village P.S.
Jason Ieraci	Principal, Fairwind P.S.
Jeff Schust	Principal, Peel Association of Secondary School Principals (P.A.S.S.P.) Representative

c.c. Superintendents of Education
CUPE 1628 Office Staff

HISTORICAL COLLECTIVE AGREEMENT LANGUAGE

The following article contains historical language from the 2012-2014 Collective Agreement that was replaced during 2014-2017 collective bargaining. It has been included for reference purposes only and is no longer applicable.

ARTICLE XV - LEAVES OF ABSENCE

15.05 a) An employee granted a Pregnancy Leave or Parental Leave in accordance with the provisions of the Employment Standards Act pursuant to the Board's Leaves Policy shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved S.E.B. Plan provided that the employee:

- i) is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and
- ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.

The plan will pay:

- A) during the two (2) week waiting period for pregnancy or parental benefits under E.I. regulations, 95% of the employee's normal weekly insurable earnings;
- B) effective September 1, 2005, during the six (6) weeks immediately following the birth of a child, the child's natural mother shall be eligible for 100% of her normal weekly earnings minus the E.I. benefits the employee receives in respect of that period. For further clarity, the combined level of E.I. benefits, S.E.B. payments and other earnings shall not exceed 100% of the employee's normal weekly earnings. Where this benefit period overlaps with the period described in clause A), this benefit shall be provided; and
- C) if an employee is not eligible for E.I. and supplementary employment benefits under clause B), the employee may apply for sick leave benefits in accordance with Article XIV in respect of the six (6) week period immediately following the birth of her child.

HISTORICAL COLLECTIVE AGREEMENT LANGUAGE (Continued)

The following article contains historical language from the 2012-2014 Collective Agreement that was replaced during 2014-2017 collective bargaining. It has been included for reference purposes only and is no longer applicable.

ARTICLE XV - LEAVES OF ABSENCE (Continued)

- 15.05 a) No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10 month employment). The supplementary plan shall be subject to approval by E.I.C.
- b) The pay and benefits provided for in Article 15.04, 15.05, and 16.06 shall be the only entitlements for pay and benefits of employees on Pregnancy Leave or Parental Leave

In addition, Article 16.04 and 16.06 – Fringe Benefits has been included for historical purposes only following the completion of 2019-2022 collective bargaining.

ARTICLE XVI - FRINGE BENEFITS (2014-2017 CA)

- 16.04 Upon retirement from the Board, an employee with 10 or more years of continuous service with the Board or its predecessors may elect to continue to participate in any Fringe Benefit Plans in which he/she is enrolled, until the employee reaches the age of 65. The retired employee shall assume the full cost of the premiums for such Plans.
- 16.06 Effective July 1, 1989 the Board shall continue its normal premium contributions for any plan under Article 16 in which the employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

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