

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1280

AFFECTING

CUSTODIAL, MAINTENANCE STAFF



September 1, 2014 – August 31, 2017

Includes:

“Part A”- CUPE Central Collective Agreement

“Part B”- Local CUPE 1280 Collective Agreement

Memorandum of Understanding 2012- Appended to

“Part B”

**CUPE CENTRAL COLLECTIVE
AGREEMENT-**

Signatory Parties:

**Canadian Union of Public Employees (CUPE),
Council of Trustees Associations (OCSTA) and the
Ministry of Education (MOE)**

“Part A”

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CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014* the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, inclusive.

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

- 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 the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C5.1 Funding

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

C5.2 Cost Sharing

- a) The total funding in C5.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C5.3 Payment in Lieu of Benefits

- 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.

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only.

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long Term Supply Assignments

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

to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

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

Permanent Employees

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

Employees on Long Term Supply Assignments

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

d) Eligibility and Allocation

A sick leave day/short term disability leave day will be allocated and paid in accordance with current Local practice
Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

Permanent Employees

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary reduced by any paid sick days already taken in the current fiscal year.

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

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;

- and has sick leave days and/or short term disability days remaining from the previous year

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

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

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

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

h) Proof of Illness

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for 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 will have access to any unused sick leave days from their last fiscal year worked for the purpose of topping up wages to one hundred percent (100%) under the short term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

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

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

I) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

C12.00 STATUTORY LEAVES OF ABSENCE/SEB

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

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

Supplemental Employment Benefits (SEB)

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

C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

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

Pursuant to b) above, the following will apply:

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

institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy <input type="checkbox"/> Group <input type="checkbox"/> Individual <input type="checkbox"/>	Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision 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:	
Withdrawn <input type="checkbox"/>	Resolved <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/>
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 de district catholique Centre-Sud
 - ix. Conseil scolaire Viamonde

Other Retirement Gratuities

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

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues:

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

Staffing levels (including staffing levels related to permits and leases and replacement staffing)

Job Security as it Relates to Technological Change

Allowances

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

Re: Status Quo Central Items Requiring Amendment and Incorporation

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. The following language must, however, be aligned with current local provisions in order to reflect the provisions of CUPE's 2012-2013 MOUs. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

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

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks (*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.

WSIB TOP-UP

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

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

RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement

Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

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

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

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

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, 2017.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

Re: Professional Development

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 #5

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

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

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017 school year;
- that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

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

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

This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. SCOPE

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

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

The committee's scope will include identifying best practices related to recruitment, promotion and retention of a diverse workforce. As part of their work the committee will consider relevant resources applicable to the education sector, such as PPM 119 of April 2013, and the recommendations of the Ontario First Nation, Métis, Inuit Education Policy Framework, 2007.

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

IV. MEMBERSHIP

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

V. CO-CHAIR SELECTION

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

VI. MEETINGS

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

VII. OTHER

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

Re: Long Term Disability (LTD) Plan Working Group

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

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

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

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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
- h. member life benefit coverage information.

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

Christopher Albertyn
John Stout
Paula Knopf
Mort Mitchnick
Brian Sheehan

French Language:

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

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

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

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 schools system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

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

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

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

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

LETTER OF UNDERSTANDING #15

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

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

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

LETTER OF UNDERSTANDING #16

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

**CUPE LOCAL 1280
COLLECTIVE AGREEMENT-
“PART B”**

THIS AGREEMENT made the 28th day of January, 2015

- between -

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(the "Board")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1280
AFFECTING CUSTODIAL AND MAINTENANCE EMPLOYEES

(the "Union")

OF THE SECOND PART

LOCAL COLLECTIVE AGREEMENT- "PART B"
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ARTICLE 1

RECOGNITION

- 1.01 The Board recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Board in City of Toronto engaged in maintenance, services and plant operations, save and except supervisors, persons above the rank of supervisor, office staff and students employed during the school vacation period.
- 1.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.
- 1.03 The singular shall include the plural when the context so requires.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Board to:
- (i) maintain order, discipline and efficiency;
 - (ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend or otherwise discipline employees for just cause, subject to the provisions of this Agreement;
 - (iii) establish from time to time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees;
AND
 - (iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 2.02 The Union also acknowledges that all managerial rights of the Board shall be reserved to it except as may be inconsistent with the provisions of this Agreement.

ARTICLE 3

NO SOLICITATION

3.01 There shall be no union activity on any premises of the Board except as expressly permitted by this Agreement.

ARTICLE 4

NO CESSATION OF WORK

- 4.01 Neither the Union, the Local Union, nor any employees shall take part in or call or encourage any strike, sit-down, slowdown or any suspension of work or other concerted activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the employees. "Lockout" shall be as defined in The Ontario Labour Relations Act.
- 4.02 Notwithstanding the foregoing, employees covered by this collective agreement may engage in a legal strike in accordance with the provisions of the Ontario Labour Relations Act.

ARTICLE 5

LOCAL BARGAINING & UNION REPRESENTATION

- 5.01 The Local Union may appoint or otherwise select a **local** bargaining committee which shall be composed of not more than seven (7) employees one of whom will be designated as an alternate, and one of whom shall be employed in maintenance. Such committee, together with representatives of the Union shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. The local union shall notify the Board in writing of the names of its **local** bargaining committee members prior to the start of negotiations.
- 5.02 The Local Union may also appoint or otherwise select up to seven (7) stewards one of whom will be selected as the Chief Steward. One of such stewards shall be designated to represent the employees engaged in caretaking in each Field Service Area of the Board, and one of such stewards shall be designated to represent those engaged in maintenance, courier, and warehousing services. In the absence of the designated stewards one of the other stewards may act in their place. The Local Union's Chief Steward shall co-ordinate the activities of such stewards.
- 5.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor and in the event of any violation of Article 4 by any employees to instruct them to return to work and perform their usual duties. A steward, with the prior permission of the steward's immediate supervisor, shall be reasonably allowed such time off as is necessary for the prompt investigation and settlement of grievances. The Board will compensate stewards and Union officers for any portion of their regularly scheduled work time spent with the permission of the Board in servicing grievances. The Board may revoke this compensation if it reasonably believes that the time off for servicing grievances is being abused.
- 5.04 Members of the bargaining committee shall suffer no loss in pay for any portion of their regularly scheduled work time spent in attending negotiations with the Board.
- 5.05 The Local Union shall notify the Board in writing of the names of its officers, Chief Steward and stewards.
- 5.06 The President of the Local union shall be supplied a copy of Board Corporate Services and Human Resources Committee meeting agendas and Regular Board meeting agendas, 48 hours prior to the meeting/s.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION BOARD

- 6.01 a) Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made in the following manner.
- b) Such representations on behalf of a grievance shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based. Such official or other designate shall notify the employee of the time and place at which they will meet to discuss and consider the written representations and the decision given at Stage One. Every effort will be made to settle such grievance within five (5) days from the date upon which such official received written notice of the matter. Such official shall give the decision in writing on behalf of the Board. At the request of either party, a national representative of the Union may be present.
- 6.02 Stage One - An aggrieved employee shall first submit any representations in writing to the employee's immediate supervisor or other representative designated by the Board from time to time either directly or through the employee's steward. Any such grievance shall be presented within ten (10) days of the time when it arose.
- 6.03 Stage Two - If within four (4) days from the time such representations in writing, were presented a decision satisfactory to such employee is not given, then such employee accompanied by a steward may within four (4) days after such decision has been given or should have been given make representations in writing, to the Manager, or other representative designated by the Board from time to time.
- 6.04 Stage Three - If within five (5) days from the day representations at Stage Two were presented a decision satisfactory to such employee is not given, then such employee may within ten (10) days after such decision has been given or should have been given present the representations made at Stage Two to the Deputy Director of Education, or designate. The said Deputy Director shall notify the Local Union and the employee of the time and place at which the parties will meet to discuss and consider such representations and the decision at Stage Two. Such meeting shall be held within ten (10) days from the date on which the representations were presented to the said Deputy Director. The decision of the said Deputy Director will be given to the Local Union in writing within ten (10) days after such meeting. At the request of either party, a national representative of the Union may be present.

- 6.05 Any difference (hereinafter called a "policy difference") arising directly between the Board and the Local Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Local Union and representatives of the Board. If the parties are unable to settle such policy difference within ten (10) days from such discussion then the party to whom the said notice was delivered shall reply to such policy difference in writing within fifteen (15) days from such discussion.
- 6.06 Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of the employee's personal problems to any official of the Board.
- 6.07 If any grievance or policy difference, including any question as to whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to a **mediation/ arbitration (in accordance with the *Ontario Labour Relations Act*), subject to mutual consent of both parties, or an arbitration** by written notice given to the other party within fifteen (15) days from the date when the decision of the Deputy Director at Stage Three was or should have been given or, in the case of a policy difference, within fifteen (15) days from the date when the written reply to the submission was or should have been delivered. The Board and the Union shall **mutually agree to appoint a single mediator or arbitrator or choose to** each appoint one arbitrator within seven (7) days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairperson. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.
- 6.08 If the parties fail to agree upon a chairperson within five (5) days, either party may request the Office of Arbitration of the Ministry of Labour to choose the chairperson. The decision of the majority of the arbitrators shall be final and binding upon all parties concerned and any employee affected by it, but if there is no majority decision, that of the chairperson will be the decision of the board of arbitrators. In no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 6.09 In any arbitration the written representation of the employee made at Stage Two and any decision of the Deputy Director at Stage Three or, in the case of a policy difference, the written submission and any reply thereto shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
- 6.10 Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be

entitled to reply to the brief of argument presented by the other.

- 6.11 Witness fees and allowances shall be paid by the party calling the witness.
- 6.12 Each party shall pay one-half of the expenses and fees payable to the chairperson and the whole of the expenses and fees of their own appointees.
- 6.13 If any party disagrees with the other as to the meaning or application of the decision, it may apply to the chairperson of the board of arbitrators within ten (10) days from the issue of the decision with a request that the chairperson reconvene the board to clarify the decision, and for such purpose the board may be reconvened and issue a clarification of its decision.
- 6.14 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended by mutual consent of the parties.

Voluntary Grievance Mediation:

- 6.15 (a) Prior to formally referring an unresolved grievance to arbitration, the parties, by mutual agreement, may refer the disputed matter to voluntary grievance mediation for settlement. The parties shall agree on the mediator and the timeframe in which a resolution is to be reached.
- (b) The timelines outlined in the grievance process shall be frozen at the time the parties mutually agree to use the grievance mediation procedure. Should the grievance remain unresolved within the allotted timeframe established by the parties, the matter shall be referred back to the formal grievance arbitration process and the timelines in the grievance procedure shall continue from the point at which they were frozen.

ARTICLE 7

DISCHARGE AND DISCIPLINE

- 7.01 Whenever the Board censures an employee in writing it shall give the employee a copy thereof. The Board shall also send a copy to the President, Chief Steward and Recording Secretary of the Local Union.
- 7.02 An employee's claim of unjust discharge will be treated as a grievance if written statement of such grievance is lodged with the respective Manager, as outlined in section 6.03, within ten (10) working days after such employee ceases to work for the Board. Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement commencing with Stage Two.
- 7.03 At the request of an employee, the Board shall allow the employee to inspect the employee's Human Resources file maintained at the applicable departmental office. Such inspection may be made only once every six (6) months with three (3) days notice and in the presence of the employee's supervisor or designate.
- The employee's Human Resources file shall be defined herein as such file containing the employee's official work record including all references to performance, evaluation, and discipline.
- 7.04 An employee with two (2) or more years of service who has not been subjected to disciplinary action within a two (2) year period immediately preceding the administration of subsequent discipline will have any previous disciplinary action disregarded and at the request of the employee, the corresponding documents will be removed from the file.
- 7.05 In the event the Board intends to establish a meeting to give a written warning to, or to suspend or discharge, an employee, it shall so inform the employee in advance. At the option of the employee who shall make the arrangements through the Chief Steward, a steward may be present at such meeting. The absence of a steward shall not render the discipline void.

ARTICLE 8

HOURS OF WORK

- 8.01 a) The normal work week shall consist of forty (40) hours, Monday through Friday, comprising eight (8) hours per day for each employee (other than part-time employees and supply caretakers) to be worked in accordance with the schedule of operations posted by the Board from time to time.
- b) Employees' assigned hours of work shall fall within the following scheduled work shifts:
- | | |
|---------------|------------------------------|
| Day Shift | 6:00 a.m. through 4:30 p.m. |
| Mid-Day Shift | 11:00 a.m. through 8:00 p.m. |
| Evening Shift | 2:00 p.m. through 11:30 p.m. |
| Night Shift | 11:00 p.m. through 8:00 a.m. |
- c) i) In the event that the Board introduces a night shift at an existing work site, the Board shall provide the Union with four (4) months' notice of such decision.
- ii) Where the introduction of a night shift at a work site results in the reduction of evening caretaker positions, any night shift positions will be offered to existing evening staff on a volunteer basis; otherwise evening staff will be declared redundant in the reverse order of seniority and shall notwithstanding Article 12.07 be entitled to bump the most junior employee in the same classification and shift on an East/West basis.
- iii) Any vacant night shift positions will then be posted and filled in accordance with the collective agreement.
- iv) The introduction of a night shift shall be limited to no more than 10% of the Board's work sites in the first applicable calendar year and 10% of the work sites in each year thereafter. The parties understand that the above will be cumulative.
- 8.02 The Board does not guarantee to provide work for any employee or to maintain the work week or working hours presently in force.
- 8.03 Employees engaged on regularly scheduled evening or night shift shall be entitled to a one-half hour paid lunch period. Such paid lunch period will be taken on the premises of the school or other building to which the employee is assigned.

8.04 Employees shall be entitled to a fifteen (15) minute rest period both in the first and second half of their scheduled work period.

8.05 If the Board schedules an employee to work outside the employee's normal work week or regular schedule for less than three (3) continuous hours, it shall pay the employee a minimum of three (3) hours at the appropriate hourly overtime rate unless such work immediately preceded or succeeded the employee's scheduled hours of work.

8.06 (a) Summer hours (July and August) for all employees shall be altered to run from 7:30 AM - 4:00 PM with one-half (1/2) hour unpaid lunch breaks, Monday through Friday,

OR

(b) Such scheduling as in (a) above will be available except where:

- i) a permit issued by the Board
- ii) summer school
- iii) leased premises, or
- iv) work schedules

requires one (1) or more employees to work at different times.

ARTICLE 9

OVERTIME AND CALLOUT

- 9.01 Subject to 9.04, an employee shall be paid at the rate of one and one-half (1 1/2) times the employee's applicable hourly rate for authorized time worked by the employee:
- (a) in any day in excess of eight (8) hours (except where such excess time is worked by the employee due to regular change of shift);
 - (b) in any scheduled work week in excess of forty (40) hours (except where such excess is worked by the employee due to regular change of shift) less amounts paid to the employee pursuant to clause (a) hereof.

For the purpose of computing such overtime, time off on a paid holiday or any paid sick leave shall be regarded as time worked and the premium of one-half (1/2) shall not be considered as part of an employee's applicable hourly rate.

An employee shall be paid at double the applicable hourly rate for authorized overtime worked by the employee between the hours of midnight on Saturday to midnight on Sunday.

- 9.02 An employee who has worked overtime shall not be required to lay off during the employee's regularly scheduled hours to equalize such overtime provided the employee is capable of fulfilling the normal requirements of the job.
- 9.03 Subject to 9.04, overtime work shall be distributed as equally as possible among those employees who would normally perform such work within their particular school building or work place.
- 9.04 Within each of its Field Service areas the Board shall establish a duty roster of the names of each caretaker who has informed the Board they are willing to do scheduled overtime work at a school other than the one at which they are located but within the Field Service area within which they are located. In the event that no employee in a particular school is available for overtime work scheduled for such school then such overtime work shall be offered to an employee on the duty roster established for the area in which the school is located. Such overtime work shall be distributed as equally as practical among the employees in each area duty roster. An employee excused from working overtime shall be regarded as having been given an opportunity to work overtime for the purposes of this provision. The foregoing provision shall not apply to emergency overtime work. The Union will be provided with a quarterly list of all overtime worked by all bargaining unit employees.

- 9.05 An employee who has already left the building where the employee works or works out of after completion of the employee's scheduled hours of work and who is recalled for emergency work (for which the employee is not to blame) shall, unless such work immediately preceded the employee's scheduled hours of work, be entitled to be paid for work so performed at the applicable overtime rate for a minimum of three (3) hours.
- 9.06 Notwithstanding section 9.01, an employee entitled to overtime premium pay, other than permit overtime, may elect to take the equivalent time off at the appropriate overtime rate at a time mutually acceptable to the Board and the employee but if the Board and the employee are unable to agree on an acceptable time before the end of the calendar year, the employee shall be paid the overtime pay.

ARTICLE 10

SPECIFIED HOLIDAYS

10.01 For the purposes of this Article:

- (a) the following shall be specified as holidays under the Agreement and "holiday" means:

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

and the half day immediately before Christmas Day and the half day immediately before New Year's Day, or such day as may be established as a holiday in lieu of any said days by statute, statutory regulation, proclamation or similar authority or by the Board, and any named holiday added to said Education Act or to its regulations and enjoyed by the Board's pupils.

- (b) If the Employment Standards Act of Ontario or other statute requires that where a holiday falls on a Sunday the next day following shall be a holiday in lieu thereof, then for the purpose of this Agreement such substituted day shall be regarded as the employee's holiday notwithstanding 10.01(a).
- (c) "Qualifying day" means an employee's last scheduled work day or shift before or first scheduled work day or shift after a holiday.

10.02 A holiday shall be considered as commencing 12 midnight of the day preceding the holiday and ending 12 midnight on the holiday.

10.03 If an employee is required to work on any holiday the employee shall be paid for work so performed at the rate of three (3) times the applicable hourly rate or the employee may, with the consent of the Board, elect to take in lieu thereof twice the applicable hourly rate plus one day off with pay or the applicable hourly rate plus two (2) days off with pay.

10.04 An employee who is absent from work on a holiday because:

- a) the day is a holiday;
- b) the employee has a leave of absence with pay;
- c) is suffering from an illness or injury which requires the employee to be absent on either both of the qualifying days, which absence is supported by a physician's certificate to that effect; OR
- d) the day was the employee's regular day off and was not Remembrance Day;

shall be paid at the applicable hourly rate.

10.05 The employee shall not be paid if:

- a) the employee was absent from work on either or both of the qualifying days for a reason other than set forth in 10.04 (c);
- b) the employee has been instructed to report for work on such holiday and has failed to do so;
- c) the employee has been granted leave of absence without pay for such holiday; OR
- d) the employee has not worked in the thirty-day period immediately preceding such holiday and is not receiving sick leave pay when such holiday occurs; should the employee be absent for more than such thirty-day period and be receiving sick leave pay, such holiday will be paid.

ARTICLE 11

VACATIONS

11.01(a) An employee shall be entitled to vacation with pay as follows:

<u>Length of continuous service as at June 30</u>		<u>Length of vacation or pay in lieu thereof</u>
Less than one year	-	one day for each month of service up to a maximum of 10 days
one year or over	-	3 weeks
nine years	-	4 weeks
seventeen years	-	5 weeks
twenty-three years	-	5 weeks plus 1 day
twenty-four years	-	5 weeks plus 2 days
twenty-five years	-	5 weeks plus 3 days
twenty-six years	-	5 weeks plus 4 days
twenty-seven years	-	6 weeks

- (b) In the event of any leave of absence without pay, excluding leave because of a WSIB claim, in excess of twenty (20) consecutive working days in a vacation year, the paid vacation will be prorated to reflect the days paid during the time period on which the earned vacation is based.
- (c) In the event of a leave of absence because of a WSIB claim, the employee will continue to accumulate vacation entitlement during the leave for up to one (1) year from the time such leave began. There shall be no vacation entitlement for an employee for the period of time on leave in excess of one (1) year.
- (d) An employee with 3 (three) or more years of service may, with the approval of the immediate supervisor, take one week of vacation in conjunction with the employee's vacation in the following year.

- 11.02 It is understood and agreed that courier and caretaking employees including cleaners must ordinarily take their vacation during the months of July and August. However, the granting of vacation to employees who may elect to take their vacation at a time convenient to the Board other than during the months of July and August is subject to the following:
- (i) not more than 5% of the caretakers employed in a caretaking supervisor's area may be absent at any one time;
 - (ii) in schools with one to four caretakers on staff, only one caretaker may be absent at any one time;
 - (iii) in schools with five or more caretakers on staff, only two caretakers may be absent at any one time; AND
 - (iv) not more than one courier may be absent at any one time.
- 11.03 The Board shall pay to an employee who is entitled to a vacation with pay an amount based on the employee's applicable hourly rate for each eight-hour day or five-day week of vacation to which the employee is entitled provided the employee receives not less than the amount to which the employee is entitled under the applicable legislation.
- 11.04 If the employment of an employee is terminated for any cause or by operation of law, the employee shall be paid in lieu thereof:
- (i) in the case of an employee with less than one (1) year's continuous service, an amount equal to four percent (4%) of the employee's total pay to date of termination;
 - (ii) in the case of an employee qualified for at least ten (10) days' vacation, a sum equal to the appropriate proportion of the employee's total pay from the previous June 30.
- 11.05 If a specified holiday occurs during an employee's vacation on a day for which the employee would normally be scheduled to work, the employee shall be entitled to an extra day off with pay.
- 11.06 Vacation schedules shall be posted by May 1 each year and shall not be changed unless agreed to by the employees affected and the Board.
- 11.07 An employee shall be entitled to an unbroken period of vacation unless:
- (i) the employee and the Board otherwise agree; AND

- (ii) the employee is entitled to six (6) weeks in which event the sixth week will be taken at a time convenient to the Board.

11.08 Subject to section 11.07, an employee who during any calendar year will be entitled to an additional one (1) week of vacation in excess of the employee's regular vacation of at least three (3) weeks by reason of then having completed the appropriate number of years of service with the Board shall be entitled to take such additional week at the same time as the employee's regular vacation or at such other time as may be mutually agreed upon.

ARTICLE 12

SENIORITY

- 12.01 An employee shall be on probation for ninety (90) days worked from the date of the employee's last hire. During such period the employee may be dismissed if the employee is unable to perform adequately the work for which the employee is employed or is otherwise unsuitable.
- 12.02 For the purpose of this Agreement an employee's
- (a) Bargaining unit "seniority" (other than that of a probationary employee) shall commence with the date of the employee's most recent hiring (other than as a result of a recall after a layoff) by the Board and shall be maintained and accumulated so long as the employee remains in the employ of the Board in the bargaining unit during:
 - (i) a layoff within any period during which the employee was entitled to be recalled;
 - (ii) any sickness or accident; and
 - (iii) any leave of absence.
 - (b) When a probationary employee completes the probationary period the employee shall be entered on the seniority list and shall rank seniority from the date the employee was last hired.
 - (c) A loss in seniority shall be deemed to have occurred if an individual employed by the Board:
 - (i) quits;
 - (ii) is discharged and is not reinstated by reason of the grievance procedure;
 - (iii) is laid off beyond the period during which the employee was entitled to be recalled; or
 - (iv) fails following a layoff, unless the employee exercises the right to refuse such work as provided in section 12.07, to notify the Board within fourteen (14) days of the Board sending the employee a notice to return to work of the employee's intention to return or fails to report for work on the date and at the time specified in such notice, which date is

not sooner than said fourteen (14) days;

- (v) is absent from work without permission for a period of seven (7) days.
- (d) "service" or "continuous service" shall be determined by the length of the employee's actual service with the Board and shall not include any period of time while the employee was absent from work because the employee was on:
 - (i) leave of absence in excess of thirty (30) days;
 - (ii) layoff; or
 - (iii) strike or lockout.

12.03 The Board shall maintain a master seniority list showing the name, classification, region and hiring date of each employee. Seniority will be Board wide.

12.04 (a) An up-to-date seniority list shall be posted annually by January 30 and three copies thereof shall be sent to the Union.

- (b) Every four (4) months the Board shall supply the Union with sixteen (16) copies and one computer diskette of a list of the employees in Board wide and their hiring dates. Such list shall contain any telephone numbers, if listed, and addresses but such list shall not be posted or otherwise made public.

12.05 An employee who is transferred out of the bargaining unit may at the employee's own request or at the insistence of the Board be retransferred within six (6) months from the date of such transfer to the employee's former job within the bargaining unit. Such employee's job shall not be filled during such six (6) month period. Such employee shall be subject to continuation of dues deduction and the accumulation of seniority while so employed.

12.06(a) Layoff shall include a reduction in the normal daily or weekly hours of work of one or more regular full-time or part-time employees.

- (b) In all cases of layoffs and demotions due to a reduction in work force (other than layoffs and demotions of a temporary nature, i.e., two (2) weeks or less) employees shall be laid off or demoted in reverse order of their seniority ranking provided the Board may retain sufficient employees in each job classification to meet the requirements of operations. In temporarily laying off or demoting employees within a particular school in any job classification the Board shall do so in reverse order of such employees' seniority.

- (c) An employee possessing a stationary engineer's or a B.E.S. certificate shall not be laid off in accordance with section 12.07 (a) and (b) provided that the employee's position respectively requires a stationary engineer's or a B.E.S. certificate and there is no employee reasonably available with greater seniority possessing the required certificate.

12.07 An employee whose position has become redundant shall be given preference for placement in available positions in the same classification provided the employee has the necessary skills and qualifications. This preference shall be exercised as follows:

- (a) (i) the Board will first offer any available vacant positions within forty-five (45) days of the effective date of redundancy in the affected employee's east/west region prior to the posting of any such vacant positions;

In the event that there is no vacant position in the affected employee's east/west region, such employee shall be offered any available vacant position in the region other than the employee's.

- (ii) in the event that no vacant position(s) exist, a redundant employee shall be entitled to bump, on a regional basis, (first within the employee's east/ west region and then the remaining region on a board wide basis) the most junior employee in their classification. In the event, there is no junior employee within the job classification of the redundant employee, such redundant employee shall bump the most junior employee in the next lower classification on a regional basis; (firstly in the employee's region and then the remaining region).
 - (iii) an employee unable to find placement through the process described above shall be subject to lay-off in accordance with the provisions of this Agreement;
 - (iv) any redundant employee, who is subject to a reduction in salary, shall maintain their hourly rate of pay for a period of twelve (12) months and shall be entitled to bid on any job vacancy without restriction as otherwise outlined by Article 13.01(b).
- (b) An employee who accepts a position at the same wage level will be deemed to have received a lateral transfer and shall receive no further preference in respect to the redundancy except that if the position accepted was not in the same east/west region, the employee may bid on positions in the employee's previous region prior to being in the new position for six (6) months.
 - (c) Any employee who is demoted as a result of the redundancy process shall be offered the first available vacancy in their previous classification/head caretaker

code before the vacancy is posted; a refusal of such offer shall eliminate any further obligation of the Board to the employee as a redundant employee;

- (d) Any re-assigned redundant employee shall be offered the position such redundant employee held at their previous school or work site in the event that such school or work site is,
 - (i) re-opened; or
 - (ii) the staffing complement at the time of redundancy is restored.

Such preference shall be extended to redundant employees for a period of six (6) months from the effective date of redundancy. It is further understood that the redundant employee is that employee whose school has been closed or whose school's or work site's staffing complement has been reduced.

12.08 In the event of any layoff probationary employees shall be laid off first and thereafter employees shall be laid off in accordance with section 12.07. If an employee is not returned directly to the classification the employee had before the layoff the employee will have the first opportunity to be transferred back to the employee's original classification when an opening occurs.

12.09 An employee with seniority who is laid off shall retain seniority and the right of recall for the following period of months if the employee has the length of continuous service set opposite:

Period of months	Service in years
6	less than 1
12	1 to 2
24	more than 2, up to 5
30	more than 5

Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the laid off individual requiring the employee to report to work on a date not earlier than fourteen (14) days after the date of such notice. If the employee does not reply within said fourteen (14) days or fails to report for work at the time and date specified in the notice the employee shall be deemed unavailable and the next eligible laid off individual shall be called. Notwithstanding the foregoing, a laid off individual shall have the right to refuse work that is or is expected to be of ten (10) days' duration or less without loss of seniority or recall rights provided the employee so informs the Board within said fourteen (14) days.

- 12.10 No employee shall be laid off while a probationary employee is employed at a job in that employee's category or at a job which the employee is capable of doing. No probationary employee shall be engaged or recalled for any job while an employee who is capable of doing that job remains laid off and is willing to be rehired.
- 12.11 In the event the Board proposes to contract out any work normally performed by employees, other than work normally performed by the trades, the Board shall notify the Local Union at least two months in advance, where possible, and discuss with the Union such proposal or decision.
- 12.12 In the event of a reduction in the workforce causing layoffs, an Advisory Redeployment Committee shall be established no later than two (2) weeks prior to any notice of layoff is given to the Union provided that an annual cumulative minimum of 20 CUPE Local 1280 members are so affected.

The mandate of the Committee is to:

- i) identify and propose alternatives to the proposed layoff(s) of the position(s).
- ii) identify vacant positions, or positions which may become vacant, within a twelve (12) month period either;
 - a) within the bargaining unit;
 - b) within another CUPE bargaining unit.
- iii) Where applicable, identify retraining needs of workers.
- iv) The parties shall make every effort to find alternatives to layoffs.
- v) The Advisory Redeployment Committee shall be comprised of no more than four (4) representatives of the Employer and the Union. Meetings of the Advisory Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time.
- vi) Each party shall appoint a co-chair for the Advisory Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.
- vii) The Committee shall report its findings and make its recommendations to the Director of Education.

12.13 In the event the Board proposes to lay off or terminate any employee as a result of a change in method now in effect with the Board, the Board shall offer each of such employees, provided the employee has completed the probationary period, other employment with the Board which for at least six (6) months shall be at a wage rate not less than the employee was getting and the Board shall otherwise apply the provisions of section 12.06.

12.14 The Board may transfer any employee from one school or building to another school or building within his/her service quality area, for disciplinary reasons, or for emergency or for any other reason agreed to by mutual consent with the Local Union, provided that any employee such transferred employee is displacing may not, without such displaced employee's consent, be moved to a school or building outside the Service Quality area in which the school or building that the displaced employee works at is located or any Service Quality area contiguous thereto. Other than employees transferred for a reasonable cause, an employee may be transferred from the employee's work location for up to twenty (20) working days during the currency of this Agreement. The Board shall so advise the Local Union President prior to any such transfer(s). The transferred employee and the Local Union shall be provided with the reason for the transfer in writing. Such period may be extended by mutual consent of the Board and the Local Union.

An emergency purpose is defined as any requirement that is not ongoing and does not exceed five (5) consecutive workdays.

The Board agrees not to transfer employees under this Article for punitive, arbitrary or discriminatory reasons. The Board further agrees not to return an employee to their original assigned school in order to circumvent the five (5) consecutive days restriction referenced above.

12.15 (a) The Board shall not contract out any of the caretaking services performed by employees at any of the Board's existing facilities which are owned/leased and operated by the Board except as follows:

- (i) any leased or joint use facility where a condition of the agreement includes caretaking services, or
- (ii) any facility of less than 8,000 square feet.

Within this clause, "existing school facilities" shall mean any and all of the Board's schools and office complexes established on or before September 1, 1998, including additions to and replacement thereof with the above noted exceptions.

(b) No work will be contracted out if it causes:

- (i) the termination or layoff of an employee with seniority or;

(ii) the permanent reduction of regular non-overtime hours of work for an employee with seniority, except work that has been contracted out, on or before the date of signing of this collective agreement.

12.16 In order to provide continuity and for the purposes of consistency, while in office, the following Union Officers will be retained regardless of seniority:

President
Vice-President
Chief Steward
Stewards
Treasurer
Recording Secretary

ARTICLE 13

JOB POSTING

- 13.01(a) When a vacancy, other than a temporary vacancy of thirteen (13) weeks or less but including a vacancy caused by the creation of a new position, occurs in any occupational classification covered by this Agreement the Board post the position within two (2) weeks for five (5) working days setting forth the duties of the position, the school or other building involved, the rate of pay, hours of work the shift if applicable and the qualifications therefor. Any employee may apply for such position in writing within such (5) days. An appointment to such posted vacancy shall be made within three (3) weeks of the close of such job posting except in those circumstances where employees who have bid on such postings have not submitted data or information required by the posting in a timely fashion and in those circumstances where employees have withdrawn their application or selected an assignment further to another job posting.
- (b) An employee who has been selected to fill a vacancy may not for a period of **twelve (12) months** from the date the employee actually fills such vacancy apply to fill any other vacancy. However, an employee may, during the **twelve (12) month** period, bid on a job which represents a promotion (i.e., a job classification with a higher hourly rate or a higher coded Head Caretaker position) **or bid on a job which represents an increase in hours (excluding overtime) from the employees' current regularly scheduled shift (for e.g. four (4) hours to six (6) hours).**
- (c) An employee who accepts a temporary assignment which is less than 3 months shall not take vacation during the period of the temporary assignment unless otherwise agreed upon between the employee and the employer: such requests shall not be unreasonably withheld.
- (d) No outside advertisement for a vacancy shall be placed until the applications of employees have been considered.
- 13.02 The Board shall consider the following two factors in determining which employee is to be selected:
- (i) relative seniority of the applicants; AND
 - (ii) the ability, knowledge, training and skill of the applicant to do the job.

When factor (ii) is relatively equal as between two (2) or more applicants, their relative seniority shall govern. If none of its employees who have applied for the vacancy is qualified to fill a vacancy, the Board may engage an employee from any other source.

- 13.03 The Board shall notify the Local Union of all hirings, layoffs, recalls, transfers, promotions and terminations of employment of all employees.
- 13.04(a) An assistant caretaker shall be designated to act in the place of a head caretaker who is absent while the school is open and shall be entitled to receive the head caretaker's rate of pay during such absence provided that the Board may at any time designate a spare caretaker to act in the place of an absent head caretaker.
- (b) Any employee, designated to act in the place of a head caretaker who is absent while the school is open, shall be entitled to receive the head caretaker's rate of pay during such absence.
- (c) Any employee, designated to act in the place of a head caretaker who is absent while the school is closed during July and August shall be entitled to receive the shift leader premium as defined in Article 14.03 during such absence.
- 13.05 An employee who is a successful applicant for a position in a job classification will be placed on a trial period in this position for a period of three (3) months. During such period the employee may return voluntarily to the previous job classification in the same Field Service area or department or may be returned to the previous job classification by the Board due to unsatisfactory performance. In the event the Board determines that a position in the previous job classification mentioned above is available for this purpose, it shall notify the Local Union and 13.01 and 13.02 shall not apply.
- 13.06 The Board shall fix the wage range for any new occupational classification at a range which the Board considers to be in line with the present ranges in effect under this Agreement on the date when fixed. If the Local Union believes that the range set on any new occupational classification is not in line with such present ranges then it may discuss such new range with a representative of the Board if a request is made within thirty (30) days of the installation of the new range. If within five (5) days of initiating the discussion of the new range, the parties cannot agree, the Local Union may submit the dispute to arbitration in accordance with section 6.09. In its submission to the board of arbitration, the Local Union shall state the range it proposes for the classification and why it believes the Board's new range is out of line with present ranges. If the board of arbitration is satisfied that the new range is out of line, then it may set the range at such range as it deems appropriate, but in no event higher than the range submitted by the Local Union.

If the board of arbitration should set a range the minimum of which is higher than that of the range set initially by the Board, then an employee who has been paid less than the minimum of the range set by the board of arbitration shall be awarded the difference between the rate the employee was being paid and the minimum of the range set by the board of arbitration for all hours worked at such rate commencing with the day upon which the Local Union initiated discussions of the range with the Board.

- 13.07 Where a temporary vacancy is created as a result of an employee's election to participate in the deferred salary plan as described in Article 16, the Board, notwithstanding the provisions contained elsewhere in Article 13, shall be entitled to fill such vacancy as deemed necessary by the Board.

ARTICLE 14

WAGES

14.01 The wage rates payable by the Board to employees in the occupational classifications established from time to time by the Board during the currency of this Agreement shall be as set out in Schedule A hereto. Such wages shall be paid by bank deposit to the credit of the employee on every other Friday or the immediately prior business day if such pay day be a holiday. Such wages shall include pay for all overtime performed and reported at least one (1) week prior to the pay day.

Effective September 1, 2014 an employee shall be paid a shift premium of \$0.71 per hour, for work performed by the employee during afternoon shift hours (4 PM to midnight) or during night shift hours (midnight to 8 AM). For purposes of calculating overtime pay or Sunday premium, shift premiums shall not be considered as part of an employee's applicable hourly rate.

14.03 While three (3) or more assistant caretakers and/or cleaners are employed in one school building, the supervisor shall designate one (1) of such employees as the Shift Leader who shall be entitled to a leader's premium of **\$0.58 per hour effective September 1, 2014, of \$0.58 per hour effective September 1, 2015, of \$0.59 per hour effective September 1, 2016 and of \$0.59 per hour effective February 1, 2017**, for work performed by the employee. In filling a job vacancy for a leader the Board shall select the employee having the greatest seniority in the school if the employee can perform the normal requirements of the job. For the purpose of calculating overtime pay or Sunday premium, such leader's premium shall not be considered as part of an employee's applicable hourly rate.

14.04 The wage rates set out in said Schedule A shall be payable as shown therein.

ARTICLE 15

SICK LEAVE

- 15.01 Sick leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled or because of an accident or illness for which compensation is not payable under the Workers' Compensation Act or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as "sickness").
- 15.02(a) Each employee, other than a probationary employee, will be allowed not more than twenty-four (24) days sick leave credit per year on the basis of two (2) days for every month of service.
- (b) Five (5) of such sick days will be credited in advance upon completion of the probationary period for usage in case of illness. Usage of advance sick days may require the employee to support an absence with the certificate of a qualified medical practitioner. Advanced sick leave credits will be charged against sick days credited under Article 15.02(a).
- 15.03 If in any calendar year an employee has not used all the sick leave to which entitled, the sick leave will accumulate and such unused portion shall be carried forward for use in future years.
- 15.04 If an employee is unable to work by reason of sickness or if required to attend a doctor's appointment for the under mentioned periods, then a deduction in the amount set opposite shall be made from the employee's sick leave credit if any:
- | | | |
|------------------------------------|---|---------|
| 0 - 3 hours | - | nil |
| more than 3 hours
up to 6 hours | - | 1/2 day |
| more than 6 hours
up to 8 hours | - | one day |
- 15.05 The Board may require an employee to produce a physician's certificate to support an absence on account of sickness in excess of three (3) days and, if it has expressly notified the employee, may require the employee to produce such a certificate to support an absence on account of sickness of any duration. Such request, which shall not be unreasonably exercised, shall be made in writing by the employee's Senior Manager of Facilities Services.

15.06 While an employee is on a leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credit the employee may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon return from such leave or upon being rehired subsequent to being recalled.

15.07 Leave without pay shall be granted to an employee who:

- (i) is not entitled to sick leave but who is required to be absent by reason of sickness;
OR
- (ii) is unable to return to work at the termination of the period for which sick leave was granted.

15.08 The Board will maintain a record of all sick leave credits and any employee may apply to the Board for information as to the amount of the employee's sick leave credit. Each employee shall be informed bi-annually in writing as to the amount of such credits.

15.09 If an employee **has unused accumulated sick leave credits prior to September 1, 2012 and:**

- (i) dies, the beneficiary named in the group life insurance policy with the Board,
OR
- (ii) retires at age fifty-five (55) or older from the Board, the employee shall be entitled to a gratuity calculated in accordance with the following:

the employee's normal hourly rate of pay multiplied by the normal numbers of hours worked per day multiplied by the number of unused accumulated days, **accumulated prior to September 1, 2012**, of sick leave times the applicable percentage based on years of service:

Years of Service	Percentage of Leave Credits
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9

10	10
11	12
12	14
13	16
14	18
15	21
16	24
17	27
18	30
19	33
20	36
21	39
22	42
23	45
24	48
25	50

but in no circumstances shall such gratuity exceed 50% of the employee's annual rate of salary at the date of such retirement or death.

- 15.10 An employee who is required to remain at home as the only one available to look after the needs of a family member who is seriously ill may apply to the employee's supervisor for a leave of absence. Such leave, if granted, shall be charged against the employee's accumulated sick leave.
- 15.11 If during vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) days and such illness or accident is supported by a physician's certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave to the extent the employee had accumulated sick leave credits, and shall be permitted to take such portion of vacation for which the employee was so incapacitated at a later time acceptable to the employee and to the Board.
- 15.12 Notwithstanding any other provision herein contained, the initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illness. Any additional accumulation beyond 12 days may be used either for personal illness or other leaves of absences as defined in the collective agreement.

ARTICLE 16

LEAVES OF ABSENCE

General:

- 16.01(a) A leave of absence without pay, may be granted for up to one (1) year, by approval of the Senior Co-ordinator, Facilities and Operations, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:
- (i) the Board shall not be required to pay benefits during the leave;
 - (ii) no credits will be made to the sick leave plan during the leave; however, any sick leave credits credited or accumulated prior to such leave, shall be available on resumption of employment with the Board; and
 - (iii) vacation entitlement will be prorated in accordance with 11.01(b) and 11.01(c)
- (b) An employee who is on any leave without pay for any reason other than illness or accident in excess of fifteen (15) working days or an employee who is on leave without pay in excess of thirty (30) working days by reason of sickness or accident not covered by Workplace Safety and Insurance may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health and life insurance plans if the employee pays the total cost of the premiums therefor.
- 16.02(a) If an employee is absent from work due to illness or accident for a period of one (1) year, or if such absence is contemplated to be for a period of one (1) year or more, the Board may post the employee's last position.
- (b) If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance and LTD) and the last position which the employee held has been posted, the Board will make every reasonable effort to place the returning employee in a job in the same classification in the same field service centre.
- Failing such placement, the employee will be assigned a temporary position in the same job classification. Should no vacancy occur, then clause 12.06 shall be applied. The Board shall not be required to post any position filled as a result of this clause; however, the returning employee may bid on other posted jobs immediately, notwithstanding clause 13.01(b).

- (c) An employee must have completed their probationary period to apply for a personal leave of absence.

Union Business:

- 16.03(a) An employee who is elected or appointed for a full-time position with the Union, or who is elected to political office, shall be granted a leave of absence without pay, for a period of up to three (3) years. Such leave may be extended by the Board. Any employee granted such leave of absence shall provide the Board with six (6) months notice of return to work.
- (b) Upon written request by the Local Union, given not less than ten (10) days in advance, the Board shall grant a leave of absence for up to two (2) representatives designated by the Local Union, provided:
- (i) such leave is without pay or benefits;
 - (ii) such leave is for a period of thirteen weeks or less;
 - (iii) such leave does not unduly interfere with the Board's operations; and
 - (iv) all salary and benefits shall be paid by the Local Union and shall be administered by the Board through the normal payroll process.
- 16.04 Upon written request by the Local Union given not less than ten (10) days in advance to the Board (provided that in unusual circumstances the Board may waive such ten-day requirement), the Board shall grant a leave of absence without pay to the employees named in such request to absent themselves to attend conventions, union business meetings or seminars of the Union, limited however, to no more than six (6) employees at any one time and not more than seventy (70) person-days every **fiscal/academic** year, provided:
- (i) not more than one (1) employee at any one time from a location where there are three (3) or fewer employees shall be granted such leave from the same school or, same maintenance classification;
 - (ii) not more than two (2) employees at any one time from a location where there are four (4) or more employees shall be granted such leave from the same school or, same maintenance classification;
 - (iii) apart from the President of the Local Union who shall be entitled to no more than twenty (20) such days off in any one (1) calendar year, no one (1) employee shall be entitled to more than ten (10) such days off in any one (1) **fiscal/academic** year; and

- (iv) no more than seventy (70) person days may be taken in any one (1) **fiscal/academic** year. An employee who is selected or elected to attend union conventions, etc. shall receive the pay and benefits provided for in the Agreement, however, the Union shall reimburse the Board for all pay **and associated benefits** during the period.
- (v) **Members of the Local Union Executive, or designates are authorized to take up to an additional twenty (20) working days as a Union Leave for the exclusive purpose of attending union sponsored educational training/courses delivered by the CUPE Provincial/National Office. The Union shall reimburse the Board for all pay and associated benefits during the leave period and the Union member who is attending the training/course must provide evidence to the Board of course registration and completion of the said training/course before the Union Leave shall be granted by the Board.**

Bereavement/Compassionate Leave:

- 16.05(a) The Board shall grant a leave of absence of up to a maximum of five (5) consecutive regularly scheduled work days with pay, immediately following a death in the employee's immediate family. Immediate family is defined as spouse, parent, child, brother, sister, grandparent, grandchild, mother-in-law or father-in-law of the employee.
 - (b) The Board shall grant an employee a leave of absence of up to a maximum of two (2) consecutive days with pay for attendance at the funeral or for a period of mourning immediately following the death, of an uncle, aunt, brother-in-law, son-in-law, daughter-in-law or sister-in-law of the employee.
 - (c) Where by reason of the death of a relative referred to in (a) or (b) an employee requires additional time to that granted under (a) or (b), the Board, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.
- 16.06 The Board may grant up to eight (8) hours' leave with pay to an employee to attend a funeral during the employee's normal working hours.

Non-Personal Illness Days:

- 16.07 (a) **Employees shall be entitled to an annual allocation of a cumulative maximum total of five (5) non-personal illness days that may be used for family illness and/or urgent personal business, in which two (2) days may be used for urgent personal business, as outlined below, out of the total maximum of five (5) non-personal illness days.**

- (i) **Deduction shall be made from an employee's non-personal illness days, up to a maximum of five (5) days, for the number of days absent because of an immediate family member's illness. No salary payment shall be made to the employee for an absence beyond the number of days to the non-personal illness days.**

Urgent Personal Business:

- (b) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside regular hours of work.

Pregnancy/Parental Leave:

- 16.08(a) Upon request, employees shall be granted pregnancy/parental leave without pay in accordance with the *Employment Standards Act*.
- (b) Employees who take leaves in accordance with the *Employment Standards Act* shall return to the same school and/or assignment.
- (c) (i) Upon application by the employee granted a statutory pregnancy and/or parental leave, the Board shall continue to pay its share of those benefit plans which the employee already enjoys in accordance with the *Employment Standards Act*.
- (ii) Employees granted statutory pregnancy and/or parental leave shall continue to accumulate seniority, sick leave credits and vacation entitlement.
- (iii) An employee is eligible to apply for leave beyond the statutory pregnancy and/or parental leave provisions under the conditions set out in section 16.01 (a). It is understood that the total time for the statutory leave plus any discretionary leave granted under 16.01 (a) shall not exceed one year.
- (d) An employee taking a statutory parental leave who is subject to a waiting period of at least two weeks before receiving E.I. benefits, shall receive a Supplemental Unemployment Benefits (SUB) payment as described in Appendix B, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in E.I. benefits for a two week period.
- (e) A male employee that is entitled to payments under the *Employment Insurance Act* by reason only of his wife's inability to look after their new-born child, as certified by a medical practitioner, shall be granted a leave of absence without pay to continue until such payments cease or for a maximum of seventeen (17) weeks.
- (f) Board will establish a Supplemental Unemployment Benefits Plan, effective January 1, 1991, or the date the plan is approved by Human Resources Development Canada

(HRDC), whichever is later, as described in Appendix B. An employee taking a maternity/adoption leave which commences on or after the day the plan commences, who is subject to a waiting period of at least two weeks before receiving E.I. benefits, shall receive a payment, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in E.I. benefits for a two week period.

Extended Vacation:

- 16.09 An employee, on application to the Senior Coordinator, Facilities and Operations, shall be granted a leave of absence without pay for up to three (3) weeks to be taken in conjunction with the employee's annual vacation provided:
- (i) such leave shall not be granted more than once every four (4) years;
 - (ii) such leave may be denied when in the Coordinator's opinion the absence of such employee and of any other employees by reason of any leave, illness, accident or vacation would impair the efficiency of operations; any such denial may not be submitted to the grievance procedure set out in Article 6 but may be discussed by the Local Union officers with a representative of management designated by the Board;
 - (iii) the application for such leave shall be made at least fifteen (15) days in advance but the Board may waive such requirement in unusual circumstances;
 - (iv) such leave of absence if taken in conjunction with the employee's annual vacation shall not result in an absence in excess of eight (8) consecutive weeks.

Workplace Safety and Insurance:

- 16.10(a) Any employee receiving Workplace Safety and Insurance benefits shall be regarded as being on leave of absence without pay beginning on the first day for which such benefits are received. Such leave shall be granted initially for a period of time not exceeding one (1) year and upon request(s) shall be extended from time to time for up to, but not exceeding, two (2) full years from the date on which the leave began.
- (b) Employees who are in receipt of compensation, except where the compensation is in the form of a permanent disability pension or a pension from the Workplace Safety and Insurance Board, remain eligible for benefits. The Board shall continue to pay its share of premiums required to be paid under Article 18.

Long Term Disability:

- 16.11 Any employee receiving LTD benefits shall request a leave of absence without pay to commence at the same time as the first payment for LTD benefits. Such leave shall

be granted initially for a period of time not exceeding one year. Upon request(s), such leave shall be extended from time to time for a period of up to two (2) full years from the date on which the leave began.

Deferred Salary Plan:

- 16.12 The Board will grant leaves of absence of one (1) year to employees on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:
- (i) any permanent full-time employee who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
 - (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed five (5) in any one work year;
 - (iii) an employee wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the employee to be considered for participation in the Plan commencing at the start of the following prescribed work year;
 - (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Director who shall make the final decision. An employee whose application is approved by the Director shall be so informed by June 1 next following;
 - (v) each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:
 - (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the employee shall be paid 80% of the salary and allowances to which the employee is otherwise entitled under Article 18.
 - (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;
 - (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the employee's participation in the Plan;
 - (4) during such work year of the leave of absence the Board shall

- A. pay the employee all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 10.02, as the employee may direct, and
 - B. pay that portion of the premiums payable for the benefit plans set out in sections 18.01, 18.02 18.06 and 18.07 which it would have paid if the employee were not on leave;
- (5) the employee shall pay that portion of the premiums payable for such benefit plans which the employee would have paid if the employee were not on leave and the employee's contributions to the Ontario Municipal Employees Retirement System;
 - (6) subject to any other provisions of the collective agreement, on the employee's return from the leave, the employee shall be returned to the same position and location, provided they still exist, in which the employee was employed immediately prior to such leave, if in the view of the Board it is practicable;
 - (7) during such leave, the employee's seniority shall accumulate;
 - (8) the employee shall not be entitled to any sick leave credits during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
 - (9) an employee declared redundant under Article 11 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The employee shall then be paid within sixty (60) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;
 - (10) the employee may withdraw from the Plan
 - A. provided no replacement for the employee has been engaged by the Board,
 - B. but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board;
 - (11) notwithstanding the foregoing, the Board may, if it is unable to employ an employee as a suitable replacement for the participating employee who is on leave, defer such leave for up to one (1) year. In such event the participating employee may withdraw from the Plan and the employee shall then be paid within sixty (60) days a lump sum equal to the

employee's contribution plus interest accrued to the date of such withdrawal;

- (12) if an employee dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the employee's personal representative, in the event of the employee's death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, termination or leaving, as the case may be;
- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any employee entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by the employee in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the employee.

Other:

- 16.13(a) An employee shall be entitled to the employee's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court in any proceeding in which the employee is not charged.
- (b) If an employee is charged with a criminal or quasi-criminal offence and is not found guilty of that offence and any other offence, or if the charge is withdrawn, such employee shall be entitled to draw on the employee's accumulated sick leave credits for the number of days that the employee was absent from work because of attendance at court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the employee has the option of electing to be tried in night court.
- 16.14 An employee who requires time off to attend Citizenship Court for the purpose of being admitted as a Canadian citizen shall be granted leave with pay.

ARTICLE 17

UNION SECURITY

- 17.01 Any employee shall become a member of the Union at the conclusion of the employee's probationary period and shall remain, as a condition of continuing employment, a member in good standing of the Union in accordance with its constitution and by-laws; provided that the Board shall not be required to discharge an employee because said individual has been expelled or suspended from membership in the Union for the reason that the employee:
- (i) was or is a member of another trade union;
 - (ii) has engaged in activity against the Union or on behalf of another trade union;
 - (iii) has engaged in reasonable dissent within the Union;
 - (iv) has been discriminated against by the Union in the application of its membership rules; AND
 - (v) has been required to pay initiation fees, dues or other assessments to the Union which are unreasonable.
- 17.02 The Board shall deduct from each pay cheque during the life of this Agreement a sum equal to the Union dues as determined by the Union's constitution. The Board shall remit such deductions to the national Secretary-Treasurer of the Canadian Union of Public Employees, together with a list of names of the employees from whom such deductions were made, and their respective monthly earnings, prior to the fifteenth (15th) day of the month following the month for which such deductions were made.

ARTICLE 18

WELFARE BENEFITS

18.01 The Board shall pay 100% of the premiums in effect on June 1, 2005 for participation by each employee (and any dependents) who has completed the probationary period.

Effective September 1, 2011 the Board shall pay 100% of the premium in effect on June 1, 2009.

- (i) Extended Health Care Plan - 10/20 deductible with a rider providing effective June 1, 2011 \$350 every two years for eye care. Effective June 1, 2011 an additional allowance (separate from the \$350 every two (2) years) of a maximum of \$85 every two years for the purpose of eye exams shall be provided.
- (ii) Group Life (3 times wages and a paid-up Life Policy of \$5,000 on normal retirement);
- (iii) Effective June 1, 2011 a \$8.15 dispensing fee cap will apply to all prescriptions.
- (iv) Effective September 1, 2002 over-the-counter drugs to be ineligible for reimbursement;
- (v) Effective September 1, 2002 orthotic benefit coverage to be capped at \$500 annually;
- (vi) Effective December 1, 2005 the Extended Health Care Plan set out will include an annual aggregate of \$500 per person for all of the following: psychologist, speech therapist, podiatrist, acupuncture, chiropract, registered massage therapist, osteopath, naturopath, chiropractor, and physiotherapist.

18.02 The Board shall provide the Dental Plan for each employee (and any dependents) who has completed 3 months of the probation period based on the applicable 2005 Ontario Dental Association (ODA) tariff, with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person.

Effective September 1, 2011 the Board shall provide the Dental Plan based on the applicable 2009 ODA Tariff.

Effective January 1, 2012 the Board shall provide the Dental Plan based on the applicable 2011 ODA Tariff.

- 18.03 Benefits coverage outlined in Article 18.01 and 18.02 are extended to dependents up to the age of twenty-five (25) who are enrolled full-time in a post secondary school institution.
- 18.04 The Board shall have the right to determine the carrier for any of the benefit plans covered in sections 18.01, 18.02 and 18.07, provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall consult with the Union regarding any plan changes before they are implemented.
- 18.05 The Board shall continue to contribute on behalf of its employees as required by the Ontario Municipal Employees' Retirement System including Supplemental Type 1.
- 18.06 As provided in The Education Act, the Board shall reimburse an employee's legal costs where an employee has been acquitted of a criminal charge related to or arising out of employment with the Board.
- 18.07 Any EI rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article. Upon ratification of this collective agreement, the Board shall advise the Union on an annual basis, in September, of the amount of the EI rebate, if any, that had been so applied in the previous year.
- 18.08 The Board, shall continue the Long Term Disability plan in which all eligible employees are required to participate, and shall pay 75% of the premiums in effect on January 1, 1993.
- 18.09 All employees regardless of age, will be eligible to enrol in the dental and extended health care plans.

ARTICLE 19

SUPPLY CARETAKERS, PART-TIME AND TEMPORARY EMPLOYEES

Supply Caretakers

19.01 Supply caretakers shall be entitled to or subject to the following:

- (i) the rate of pay for a supply caretaker shall be the rate of an assistant caretaker as set out in Schedule A;
- (ii) the employee shall be temporarily assigned such work as is required by the Board from time to time only to replace other employees who are absent from work because of illness, accident, while on WSIB, vacation, or authorized leave of absence; or during an emergency;
- (iii) In lieu of benefits payable under Articles 10, 15, 16 and 18, a supply caretaker who has completed probation shall be paid an amount equal to 11.76% effective (**September 1, 2014**) of the employee's hourly rate for each hour worked.
- (iv) employees transferred for other than disciplinary reasons to a Supply Caretaker position shall continue to receive those benefits payable under Articles 10, 15, 16 and 18;
- (v) vacation pay shall be paid in accordance with the Employment Standards Act;
- (vi) the relative seniority of supply caretakers hired after June 1, 1999 and who have completed probation shall be determined by their most recent date of hire; the relative seniority of supply caretakers hired after September 1, 2005 and who have completed seniority shall be determined by the number of days worked
- (vii) the continuous service of supply caretakers shall be determined by the number of days worked;
- (viii) work assignments shall be distributed among the supply caretakers within each region as equally as practicable; assignments of two or more weeks' duration shall be made in order of seniority.
- (ix) a supply caretaker shall not be assigned the duties of a head caretaker unless there are no spare caretakers available and no assistant caretaker in the school is willing to accept the assignment.

- (x) a supply caretaker who is given an assignment of ten (10) or more continuous days is entitled to participate in that school's permit coverage rotation.

Part-time Employees

- 19.02 Employees ("part-time employees") regularly required to work less than eight (8) hours a day (e.g., cleaners), shall be entitled to the benefits herein provided, including holidays, leaves with pay, vacations, sick leave, on a pro rata basis and to the welfare benefits as set out in sections 18.01 and 18.02.
- 19.03 If a part-time employee agrees to additional hours over and above those scheduled from time to time in order to do the work of an employee in a higher pay classification who is absent, the payment for the additional hours shall be at the higher rate of pay.

Temporary Employees

- 19.04 (a) A "temporary position" is one which the Board believes will not continue for more than one year. The Board may advertise such position as a temporary position, provided the position is posted, if required, under Article 13.
- (b) A "term employee" is a person hired by the Board to fill a temporary position.
- (c) The employment status of a term employee is neither probationary nor permanent.
- (d) The employment will terminate upon completion of the job for which the term employee was hired or upon the expiration of the specified time period.
- 19.05 Term employees shall be entitled to receive the appropriate wage rate of the job classification as set out in Appendix A.
- 19.06 Term employees who have completed ninety (90) working days shall be entitled to sick leave credits in accordance with the sick leave plan, Article 15, and the coverage under the benefit plans set out in Article 18, with the exception of the Ontario Municipal Employees Retirement System, Group Life Insurance and LTD.
- 19.07 An employee who has accepted a term position may bid for posted positions which begin after the end of the duration of the term position.
- 19.08 (a) Employees who have one (1) year of continuous service with the Board in temporary positions, will be deemed to begin a probationary appointment on the day following the first anniversary of their appointment.

(b) Further, employees who have one (1) year of continuous service with the Board in temporary positions, and who will continue in the same position which they have held for the past ninety (90) working days, will be deemed to have completed their probationary period on the day following the first anniversary of their appointment, notwithstanding clause 12.01.

19.09 If a temporary position subsequently becomes a permanent position, the temporary position will be deemed to have ended and the Board shall post the position.

ARTICLE 20

MISCELLANEOUS

Uniforms

- 20.01 The Board shall continue to supply uniforms to employees, who shall remain responsible for the laundering and repair thereof, on the following basis:
- (a) cleaners will be supplied with three (3) smocks per year,
 - (b) maintenance and truck driver employees shall be issued every two (2) years one (1) cap, one (1) jacket and one (1) winter coat (i.e. bomber jacket or parka);
 - (c) each employee, other than cleaners, shall be issued annually two (2) pairs of pants and three (3) shirts; however:
 - (i) maintenance employees may substitute one (1) pair of coveralls for one pair of pants;
 - (ii) caretakers may substitute with the approval of their immediate supervisor to the closest dollar value of three (3) shirts, two (2) pair of pants, a jacket, winter coat (i.e. bomber jacket or parka) or cap;
 - (iii) summer weight pants and short-sleeved shirts may be obtained in lieu of heavy weight pants and long-sleeved shirts;
 - (d) full uniform (as outlined in 20.01(c)) shall be provided to each new employee who has completed the probationary period.
 - (e) such of the aforementioned clothing as may be deemed appropriate by the joint union/management uniform committee shall be worn by employees on duty.
- 20.02 Each maintenance, truck driver, courier and warehouse employee shall be required to wear safety boots. To assist these employees and any other employee required by the Board to wear safety boots in the purchase of boots, the Board shall give each employee, provided the employee has completed probation, an allowance of \$175.00 once every twelve (12) months and payable with the last pay of January each year.
- 20.03 **In the event that an employee is transferred or assigned, after the annual January payment of the boot allowance, to a position requiring safety boots, the full boot allowance shall be paid to the employee, provided the employee has completed the:**
- (a) trial period specified in Article #13.05, or
 - (b) the newly hired employee to the Board has completed the probationary period specified in Article #12.01.

20.04 The Board shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Coordinator of Human Resources on such boards.

Tool Allowance

20.05 The Board shall supply all tools and equipment required by employees, other than maintenance employees, in the performance of their duties. The Board shall cause to be sharpened twice each year up to four (4) saws of each carpenter. The Board shall continue to supply all hacksaw blades and drill bits. The Board shall pay a tool allowance once every twelve (12) months and payable with the last pay of January each year to each employee in the undermentioned classifications provided the employee has completed probation:

September 1, 2014

carpenter, plumber	\$225
electrician & steamfitter	\$225
HVAC Technician	\$225
mason, tile setter & glazier	\$225
field service technician	\$225
fire alarm technician	\$225
maintenance mechanic	\$225
general maintenance II	\$225

Travel Allowance

20.06 (a) Any employee who is required to use a car (or other approved vehicle) in connection with the employee's work, shall be paid a travel allowance at the following rate:

\$0.45 per kilometre (effective **September, 2014**).

(b) If public transportation is used for one kilometre or more, the Board will pay the full fare.

Supply Caretaker Coverage

20.07 If any member of the caretaking staff is absent from work during the school year, the Board shall **supply coverage by at least the day after the third day**.

20.08 The Board shall permit the Local Union at its expense to have installed a telephone in the caretakers' room occupied by the President and the Chief Steward of the Local Union to enable them to carry out their duties.

20.09 The Board shall discuss with up to three (3) representatives of the Local Union the

existing facilities for eating and changing for caretakers in school buildings and for Union members at the shop and warehouse with a view to alleviating any substandard conditions. In the event the Board proposes to convert to a different use any room presently used by caretakers for eating, it shall first discuss the matter with the representatives of the Local Union.

- 20.10 A Union/Management meeting between officers of the Local Union and representatives of management will meet periodically to discuss matters of mutual concern. Union and Management will each be represented by a maximum of six (6) representatives. The party requesting the meeting shall provide a proposed agenda with any request for such a meeting. When meetings are held during an employee's working hours, no loss of pay will result.
- 20.11 Caretakers assigned to a split location shall be entitled to participate in the assignment of permit supervision duties on a pro-rated basis at each of the two schools to which they are assigned.

In the event that one of the schools of the split school assignment has no permits, such caretaker shall be entitled to a full rotation of permit supervision assignments at the school with permits.

Professional Fees:

- 20.12 The Board's Maintenance Department shall exclusively reimburse those Maintenance Department employees who are employed in a full-time capacity and who are required by a skilled trades licensing regulatory body to hold a professional trade license and who are charged annually, every three (3) years, upon the licence issuance date, or otherwise, by the professional trade licensing regulatory body.

The CUPE 1280- Appendix A- Schedule A" job classifications are entitled to the reimbursement outlined above are as follows: Plumber, Electrician, Fire Alarm Technician, HVAC Technician, Carpenter

Employees employed in the above job classifications are required to submit the original invoice and proof of payment to the professional trade license regulatory body to their Maintenance Manager. Reimbursement for any skilled trade professional regulatory body fees invoiced prior to the ratification of this Collective Agreement (September 1, 2014- August 31, 2017) shall not be paid by the Board.

ARTICLE 21

SKILLS AND TRAINING

- 21.01(a) Subject to the availability of funds, the Board, in each school year, shall pay the cost of tuition and the books required of employees to pursue a program leading to qualifications as a fourth class stationary engineer or other courses approved by the Board. Any funds granted to an employee for such purpose shall be in accordance with the following:
- (i) the applicant shall have a minimum of three (3) years experience with the Board;
 - (ii) applications shall be submitted in writing not later than May 31 to the Superintendent of Human Resources or designate;
 - (iii) selection shall be made by a committee comprised of equal numbers of employees and the Board's administrative officials but not more than three (3) of each;
 - (iv) the committee shall make recommendations to the Director of Education taking into consideration the recommendation of the applicant's manager and the relative lengths of service of the applicants.
- (b) If the funds available are insufficient, the committee may apportion the available funds among the applicants.
- (c) The Board will make every reasonable effort to provide eligible employees with the opportunity to obtain the required steam time by:
- (i) establishing a training centre(s) at one/two secondary schools with registered steam plants;
 - (ii) reserving one of the assistant caretaker positions at such training centre for the assignment of eligible employees on a revolving basis;
 - (iii) paying eligible employees while assigned to the training centre the regular basic wage rate received just prior to such assignment; and
 - (iv) temporarily filling positions held by such employees during the training period without posting the vacancy.

ARTICLE 22

JOB MODIFICATION

Hiring the Disabled:

22.01 In the event that the Board wishes to employ a person or to arrange for the return to work of an employee who has a disability that constitutes a handicap as defined in the Human Rights Code in the performance of any work to be done by such person or employee for the Board, the Board may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this Agreement.

Workplace Safety and Insurance and Return to Work from a Non Work Injury or Illness:

- 22.02(a) The Board agrees to meet its obligations under the Workplace Safety and Insurance Act with respect to every employee who suffers injury by accident arising out of and in the course of employment with the Board, and who has been deemed fit to return to work.
- (b) The Board agrees to establish a committee comprised of not more than two (2) representatives of the Union and two (2) representatives of the Board. The committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modifications to the existing jobs and descriptions of other jobs appropriate to such employees' capabilities.

The committee will take into account:

- (i) the type of work the individual is capable of performing;
- (ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
- (iii) the level of the individual's physical and occupational abilities;
- (iv) the level of educational qualifications possessed by the individual; and
- (v) the type of training or modification of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.

- (c) Should jobs be recommended by the committee requiring a new wage rate, the committee shall advise the Board and the Union, and the parties shall meet to negotiate an appropriate rate of pay for the new job or classification.

ARTICLE 23

WORKPLACE VIOLENCE, SEXUAL HARASSMENT AND DISCRIMINATION

- 23.01 The Sexual Harassment Policy and complaint procedures as established by the Board and as amended from time to time shall apply to all employees covered by this Collective Agreement.
- 23.02 The Board and all employees recognize that every employee has the right to freedom from discrimination, **workplace violence and all forms of harassment, including sexual harassment** in the workplace. The policy statements of the Board on Safe Schools shall apply to all employees covered by this Collective Agreement.
- 23.03 All employees will be issued with a copy of the Board's Sexual Harassment, **Workplace Violence and Harassment and Discrimination in the Workplace** policies.

ARTICLE 24

TERMINATION

24.01 Except as otherwise expressly provided herein, this Agreement shall become effective on the 1st day of September, 2014. It shall terminate at midnight on August 31, 2017.

ARTICLE 25

NOTICE OF RENEWAL

- 25.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested. In the event such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Board shall not, except with the consent of the Union, alter the rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees and the Union shall not, except with the consent of the Board, alter any term or condition of employment or any right, privilege or duty of the Board, the Union or the employees, until the lapse of the appropriate period referred to in section 86(2) of The Labour Relations Act or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration shall be available during the period while the aforesaid prohibitions continue in force with respect to any grievance or policy difference arising with respect to said rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees.
- 25.02 For the purpose of sending proper notices herein, the following shall be the addresses of the respective parties:

Superintendent of Human Resources & Labour Relations
Toronto Catholic District School Board
80 Sheppard Avenue East,
Toronto, ON
M2N 6E8

Canadian Union of Public Employees
80 Commerce Valley Drive East
Markham, ON
L3T 0B2

Recording Secretary
Local 1280
Canadian Union of Public Employees
(as the Board is notified)

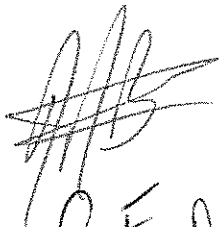
25.03 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.


IN WITNESS WHEREOF the Board has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf and the authorized representatives of the Union and of the Local Union have set their hands and seals.

EXECUTED at Toronto as of the date first above written.

For the Union

For the Board



R. Ferlenda
R. Revella


Joe Zuvano
George Leback

Shane McNayt
Darwin Burgess
An [unclear]
Phalid
M. [unclear]
[unclear]

APPENDIX A

SCHEDULE A

Classification	<u>Code</u>	Sept 1/14	Sept 1/16	Feb 1/17
Head Caretaker:				
0 - 29,999 sq. ft.	1	24.13	24.37	24.49
30,000 - 39,999	2	24.70	24.95	25.07
40,000 - 54,999	3	24.90	25.15	25.28
55,000 - 74,999	4	25.27	25.52	25.65
75,000 - 89,999	5	25.74	26.00	26.13
90,000 - 99,999	6	26.36	26.62	26.75
100,000 - 129,999	7	27.27	27.54	27.68
130,000 - 199,999	8	28.16	28.44	28.58
200,000 sq. ft. & over	9	29.14	29.43	29.58
Spare Caretaker		24.05	24.29	24.41
Assistant Caretaker		22.40	22.62	22.73
Cleaner		21.64	21.86	21.97
Cyclical Caretaker		22.40	22.62	22.73
Permit Supervisor		20.57	20.78	20.88
Permit Cleaner		22.40	22.62	22.73
Junior Warehouseman		22.85	23.08	23.20
L/H Truck Driver		26.07	26.33	26.46
Truck Driver		22.40	22.62	22.73
General Maintenance		22.40	22.62	22.73
General Maintenance II		24.05	24.29	24.41
Electrician		34.73	35.08	35.26
Plumber		35.60	35.96	36.14
HVAC Technician		38.50	38.89	39.08
Carpenter		32.78	33.11	33.28
Senior Carpenter		33.71	34.05	34.22
Glazier		31.28	31.59	31.75
Mason/Tilesetter		32.78	33.11	33.28
Field Service Technician		29.14	29.43	29.58
Fire Alarm Technician		29.14	29.43	29.58
Security Technician		29.14	29.43	29.58
BAS Technician		35.60	35.96	36.14
Maintenance Mechanic		25.63	25.89	26.02

***September 1, 2015- 1% of earned wages as part of this bargaining unit as a lump sum payment to all members covered by the collective agreement.**

Caretaker required to have qualifications as a Stationary Engineer and those who have Building Environmental System Class II Certificate plus \$0.39 cents per hour.

Truck Driver required to have a "DZ" Licence plus \$0.67 cents per hour.

During the probationary period, an employee's hourly rate shall be \$1.00 an hour less than the employee's rate set out above for new employees.

***Head Trade to receive an allowance of \$2.25 per hour as of September 1, 2014, \$2.25 per hour as of September 1, 2015, \$2.27 per hour as of September 1, 2016 and \$2.28 per hour as of February 1, 2017, in addition to the employee's regular hourly rate of pay.**

APPENDIX B

LETTER OF AGREEMENT Re: Application of Article 13.02

Without prejudice to the Management clauses in Article 2, the Board agrees to the following amendments to its administrative procedures relating to the application of Article 13.02:

For the purpose of this clause the following definitions apply:

Category A – Codes 1, 2, 3, 4, 5 and 6

Category B – Codes 7, 8, 9 and 9+

(a) Any employee who:

- (i) is in the position of Head Caretaker in a Category A school or is on Prequalified List A or List B; and
- (ii) possesses the requisite skills for the posting being sought, as determined by the immediate supervisor of the employee; and
- (iii) has a seniority ranking greater than other applicants; and
- (iv) applies for a Head Caretaker position in a Category A school

shall be awarded the position subject to all other provisions of the collective agreement and. be subject to the selection process that may be in effect, from time to time, with respect to the filling of Head Caretaker vacancies.

(b) Any employee who:

- (i) is in the position of Head Caretaker in a Category B school or is on Prequalified List B; and
- (ii) possesses the requisite skills for the posting being sought, as determined by the immediate supervisor of the employee; and
- (iii) has a seniority ranking equal to or greater than other applicants; and
- (iv) applies for a Head Caretaker position in a Category A or B shall be awarded the position subject to all other provisions of the collective agreement.

2. Prequalified List A and Prequalified List B shall be such list of bargaining unit members that have pre-qualified, by such selection process that may be in effect from time to time, for posted Head Caretaker vacancies in Category A and Category B schools respectively.
3. The Board agrees to,
 - (i) recognize the Seneca College Course 701 as equivalent to the Building Operator's Course
 - (ii) reimburse up to forty employees per year, who successfully complete the Seneca 701 course
 - (iii) study equivalency of courses in other community colleges.
4. The revised selection process as outlined above shall take effect January 1, 2005.

APPENDIX C

Ms. Denise Carter
National Representative
Canadian Union of Public Employees

Dear Ms. Carter:

RE: Local 1280 - OHIP

In recognition that, effective January 1, 1990, OHIP was fully funded by means of an employer payroll tax, it is agreed that all Collective Agreement provisions with respect to OHIP will be removed from the Collective Agreement. If later OHIP funding reverts back to a premium payment system, it is agreed that all OHIP provisions, removed as a result of employer payroll tax funding, will be reinstated in the Collective Agreement, with funding up to 100% of the premium levels in effect on December 31, 1989.

Yours truly,

Gary Poole
Superintendent
Human Resources & Labour Relations

APPENDIX D – SCHEDULE B

Square Footage & Codes for Elementary and Secondary Schools

(Updated – April 1, 2016)

School Codes

1 – 0	– 29,999	5 – 75,000	– 89,999	9 – 200,000 & over
2 – 30,000	- 39,999	6 – 90,000	– 99,999	
3 – 40,000	– 54,999	7 – 100,000	– 129,999	
4 – 55,000	– 74,999	9 – 130,000	– 199,999	

Note: All square foot calculations in Schedule B are subject to confirmation

	SCHOOL		_SQ. FT	Current Portables	SQ. FT	SQ. FT.	School Code
			BLDG		PORT.	TOTAL	
	CEC	admin	144940			144,940	8
	WAREHOUSE	admin	32088			32,088	2
290	ALL SAINTS	E	59094	6	4500	63,594	4
299	ANNUNCIATION	E	30548		0	30,548	2
409	BLESSED MARGHERITA de CITTA di CASTELLO	E	35186		0	35,186	2
456	BLESSED PIER GIORGIO FRASSATI	E	48581		0	48,581	3
226	BLESSED SACRAMENT	E	44686		0	44,686	3
289	BLESSED TRINITY	E	34195		0	34,195	2
251	CANADIAN MARTYRS	E	37372		0	37,372	2
419	CARDINAL LEGER	E	55866		0	55,866	4
257	CHRIST THE KING	E	32140		0	32,140	2
318	D'ARCY MCGEE	E	82002		0	82,002	5
378	EPIPHANY OF OUR LORD	E	26082		0	26,082	1
391	FATHER SERRA	E	39075		0	39,075	2
329	HOLY ANGELS	E	33913	1	750	34,663	2
242	HOLY CROSS	E	41211		0	41,211	3
212	HOLY FAMILY	E	56885		0	56,885	4
215	HOLY NAME	E	76740		0	76,740	5
353	HOLY REDEEMER	E	23855		0	23,855	1
225	HOLY ROSARY	E	35712		0	35,712	2
282	HOLY SPIRIT	E	35379	4	3000	38,379	2

272	IMM. HEART OF MARY	E	28708		0	28,708	1
281	IMMACULATE CONCEPTION	E	55059		0	55,059	4
413	J. CARDINAL SLIPYJ	E	54111	5	3750	57,861	4
325	JAMES CULNAN	E	67982		0	67,982	4
340	MOTHER CABRINI	E	25801	1	750	26,551	1
399	MSGR. JOHN CORRIGAN	E	32248		0	32,248	2
288	NATIVITY OF OUR LORD	E	35992	4	3000	38,992	2
372	O.L. OF GRACE	E	29396	2	1500	30,896	2
342	O.L. OF GUADALUPE	E	23489	2	1500	24,989	1
360	O.L. OF MT. CARMEL	E	29235		0	29,235	1
239	O.L. OF P. HELP	E	29988		0	29,988	1
253	O.L. OF PEACE	E	48235	2	1500	49,735	3
246	O.L. OF SORROWS	E	62701	8	6000	68,701	4
265	O.L. OF THE ASSUMPTION	E	22577	10	7500	30,077	2
273	O.L. OF WISDOM	E	32592	1	750	33,342	2
252	OLO FATIMA NEW	E	65506	2	1500	67,006	4
221	OLO LOURDES	E	69079		0	69,079	4
247	OLO VICTORY NEW	E	67594		0	67,594	4
374	POPE PAUL	E	44833		0	44,833	3
258	PRECIOUS BLOOD	E	40877		0	40,877	3
416	PRINCE OF PEACE	E	39521	1	750	40,271	3
362	REGINA MUNDI	E	32366	3	2250	34,616	2
415	SACRED HEART	E	41211		0	41,211	3
368	SANTA MARIA	E	27707		0	27,707	1
367	SENHOR SANTO CRISTO	E	53918		0	53,918	3
291	ST JOSAPHAT (PARKVIEW - ETOB)	E	25221		0	25,221	1
302	ST. AGATHA	E	39518	2	1500	41,018	3
345	ST. AGNES	E	22822	4	3000	25,822	1
350	ST. AIDAN	E	35551		0	35,551	2
335	ST. ALBERT	E	51788		0	51,788	3
326	ST. ALPHONSUS	E	48657		0	48,657	3
259	ST. AMBROSE	E	41768		0	41,768	3
295	ST. ANDREW	E	54510	9	6750	61,260	4
361	ST. ANGELA	E	68864		0	68,864	4
243	ST. ANSELM	E	25524		0	25,524	1
210	ST. ANTHONY	E	50195		0	50,195	3
339	ST. ANTOINE DANIEL	E	22704	8	6000	28,704	1
328	ST. AUGUSTINE	E	36627	10	7500	44,127	3
274	ST. BARBARA	E	34626	1	750	35,376	2
351	ST. BARNABAS	E	40500		0	40,500	3
334	ST. BARTHOLOMEW	E	25802		0	25,802	1

425	ST. BEDE	E	42093		0	42,093	3
267	ST. BENEDICT	E	56076	4	3000	59,076	4
327	ST. BERNADETTE	E	29002		0	29,002	1
261	ST. BERNARD	E	48337		0	48,337	3
263	ST. BONAVENTURE	E	46562		0	46,562	3
277	ST. BONIFACE	E	29590	6	4500	34,090	2
359	ST. BRENDAN	E	49270	3	2250	51,520	3
235	ST. BRIGID	E	64345		0	64,345	4
376	ST. BRUNO	E	45084		0	45,084	3
316	ST. CATHERINE	E	19346		0	19,346	1
218	ST. CECILIA	E	53010		0	53,010	3
250	ST. CHARLES	E	38150		0	38,150	2
363	ST. CHARLES GARNIER	E	43806		0	43,806	3
214	ST. CLARE	E	65328		0	65,328	4
307	ST. CLEMENT	E	27447	7	5250	32,697	2
380	ST. COLUMBA	E	36412		0	36,412	2
396	ST. CONRAD	E	54809		0	54,809	3
270	ST. CYRIL	E	26783	3	2250	29,033	1
384	ST. DEMETRIUS	E	34464		0	34,464	2
310	ST. DENIS	E	23995		0	23,995	1
467	ST. DOMINIC SAVIO	E	41049		0	41,049	3
341	ST. DOROTHY	E	67379		0	67,379	4
241	ST. DUNSTAN	E	36197		0	36,197	2
356	ST. EDMUND CAMPION	E	23855	2	1500	25,355	1
255	ST. EDWARD	E	40160		0	40,160	3
278	ST. ELIZABETH	E	20998	4	3000	23,998	1
386	ST. ELIZABETH SETON	E	37509		0	37,509	2
337	ST. EUGENE	E	22359	6	4500	26,859	1
358	ST. FIDELIS	E	38607	6	4500	43,107	3
385	ST. FLORENCE	E	29396		0	29,396	1
366	ST. FRANCIS DE SALES	E	52186		0	52,186	3
206	ST. FRANCIS OF ASSISI	E	36895		0	36,895	2
271	ST. FRANCIS XAVIER	E	47032	2	1500	48,532	3
256	ST. GABRIEL	E	39726	1	750	40,476	3
377	ST. GABRIEL LALEMANT	E	24845	4	3000	27,845	1
319	ST. GERALD	E	37111		0	37,111	2
346	ST. GERARD MAJELLA	E	29967		0	29,967	1
262	ST. GREGORY	E	72210		0	72,210	4
208	ST. HELEN	E	86306		0	86,306	5
395	ST. HENRY	E	37757	1	750	38,507	2
365	ST. IGNATIUS LOYOLA	E	31000		0	31,000	2

315	ST. ISAAC JOGUES	E	27987		0	27,987	1
275	ST. JAMES	E	27051		0	27,051	1
296	ST. JANE FRANCES	E	76168	3	2250	78,418	5
394	ST. JEAN DE BREBEUF	E	23285	3	2250	25,535	1
294	ST. JEROME	E	38467	2	1500	39,967	2
292	ST. JOACHIM	E	32729		0	32,729	2
220	ST. JOHN	E	64689		0	64,689	4
305	ST. JOHN BOSCO	E	34486		0	34,486	2
352	ST. JOHN FISHER	E	23855		0	23,855	1
244	ST. JOHN THE EVANGELIST (see St. Philip Neri)	E					
392	ST. JOHN VIANNEY	E	37387		0	37,387	2
348	ST. JOHN XXIII	E	41469		0	41,469	3
291	St. JOSAPHAT (temporary Holding @ Parkview)	E	22394		0	22,394	1
209	ST. JOSEPH	E	38037		0	38,037	2
279	ST. JUDE	E	58362		0	58,362	4
393	ST. KATERI TEKAKWITHA	E	26609	2	1500	28,109	1
300	ST. KEVIN	E	23715	1	750	24,465	1
264	ST. LAWRENCE	E	35293	3	2250	37,543	2
333	ST. LEO	E	50185		0	50,185	3
323	ST. LEONARD	E	23812		0	23,812	1
331	ST. LOUIS	E	30236		0	30,236	2
370	ST. LUIGI	E	30612		0	30,612	2
347	ST. LUKE	E	54198		0	54,198	3
336	ST. MALACHY	E	24974		0	24,974	1
311	ST. MARCELLUS	E	38801	2	1500	40,301	3
381	ST. MARG. BOURGEOYS	E	27255		0	27,255	1
249	ST. MARGARET	E	35261	2	1500	36,761	2
260	ST. MARIA GORETTI	E	72393	9	6750	79,143	5
332	ST. MARK	E	38768		0	38,768	2
344	ST. MARTHA	E	31043		0	31,043	2
222	ST. MARTIN	E	30623		0	30,623	2
286	ST. MARTIN DE PORRES	E	30429	3	2250	32,679	2
205	ST. MARY	E	63258		0	63,258	4
228	ST. MARY OF THE ANGELS	E	45956		0	45,956	3
240	ST. MATTHEW	E	41361	2	1500	42,861	3
357	ST. MATTHIAS	E	23855		0	23,855	1
379	ST. MAURICE	E	42405		0	42,405	3
412	ST. MAXIMILIAN KOLBE (closed)(ECSU)	E	35745		0	35,745	2

387	ST. MICHAEL	E	26050		0	26,050	1
224	ST. MONICA	E	32086		0	32,086	2
308	ST. NICHOLAS	E	41298		0	41,298	3
355	ST. NICHOLAS OF BARI	E	65168		0	65,168	4
309	ST. NORBERT	E	24163	2	1500	25,663	1
283	ST. PASCHAL BAYLON	E	29160	18	13500	42,660	3
204	ST. PAUL	E	41996		0	41,996	3
343	ST. PETER (Msgr. Fraser Annex College)	E	38306		0	38,306	2
254	ST. PHILIP NERI (temporary St. John the Evangelist)	E	47290		0	47,290	3
237	ST. PIUS X	E	38596		0	38,596	2
285	ST. RAPHAEL	E	33087	5	3750	36,837	2
293	ST. RAYMOND	E	65485		0	65,485	4
408	ST. RENE GOUPIL	E	31021		0	31,021	2
301	ST. RICHARD	E	41953		0	41,953	3
216	ST. RITA	E	41856		0	41,856	3
297	ST. ROBERT	E	53380	2	1500	54,880	3
320	ST. ROCH	E	47344	2	1500	48,844	3
269	ST. ROSE OF LIMA	E	41942	4	3000	44,942	3
354	ST. SEBASTIAN	E	60880		0	60,880	4
383	ST. SIMON	E	29805	6	4500	34,305	2
284	ST. STEPHEN	E	47880		0	47,880	3
373	ST. SYLVESTER	E	23199	2	1500	24,699	1
266	ST. TERESA	E	41738		0	41,738	3
248	ST. THERESA SHRINE	E	34615		0	34,615	2
236	ST. THOMAS AQUINAS	E	66260		0	66,260	4
322	ST. THOMAS MORE	E	36465		0	36,465	2
298	ST. TIMOTHY	E	58255	2	1500	59,755	4
306	ST. URSULA	E	18314	6	4500	22,814	1
280	ST. VERONICA	E	36433		0	36,433	2
338	ST. VICTOR	E	22714	6	4500	27,214	1
227	ST. VINCENT DE PAUL	E	49851		0	49,851	3
313	ST. WILFRID	E	55425		0	55,425	4
371	STELLA MARIS	E	72469		0	72,469	4
398	STS. COSMAS & DAMIAN	E	32875	2	1500	34,375	2
414	THE DIVINE INFANT	E	37509		0	37,509	2
276	TRANSFIGURATION	E	39016		0	39,016	2
397	VEN. JOHN MERLINI	E	42845		0	42,845	3
555	ARCHBISHOP ROMERO	s	157042		0	157,042	8
549	BISHOP ALLEN	s	138600	20	15000	153,600	8

545	BISHOP MARROCCO	s	267806		0	267,806	9
519	BLESSED CARDINAL NEWMAN	s	148553	20	15000	163,553	8
508	BREBEUF COLLEGE	s	146422		0	146,422	8
556	CARDINAL CARTER	s	83372		0	83,372	5
509	CHAMINADE	s	88942	5	3750	92,692	6
522	DANTE ALIGHIERI	s	76780	20	15000	91,780	6
426	DANTE ALIGHIERI: Beatrice Annex	s	121936		0	121,936	7
525	DON BOSCO	s	132606		0	132,606	8
521	FATHER HENRY CARR new	s	120275		0	120,275	7
540	FATHER JOHN REDMOND	s	130045		0	130,045	8
524	FRANCIS LIBERMANN	s	88609	6	4500	93,109	6
527	JAMES CARDINAL MCGUIGAN	s	126538		0	126,538	7
554	JEAN VANIER	s	126333	3	2250	128,583	7
510	LORETTO ABBEY	s	116008		0	116,008	7
511	LORETTO COLLEGE	s	78419		0	78,419	5
506	MADONNA	s	78430		0	78,430	5
561	MARSHALL MCLUHAN	s	149282		0	149,282	8
544	MARY WARD	s	155353		0	155,353	8
529	MICHAEL POWER/ST. JOSEPH	s	219655	6	4500	224,155	9
538	BLESSED MOTHER TERESA	s	143517		0	143,517	8
558	MSGR. FRASER NORTHWEST (Regina Pacis)	s	87124	16		87,124	5
532	MSGR. FRASER (OLGC)	s	32097	8	6000	38,097	2
533	MSGR. FRASER (TORONTO)	s	25630		0	46,098	3
178	SACRE COEUR	E	20468		0		
535	MSGR PERCY JOHNSON	s	140375		0	140,375	8
502	NEIL MCNEIL	s	78871	6	4500	83,371	5
501	NOTRE DAME	s	68487		0	68,487	4
505	SENATOR O'CONNOR	s	130928		0	130,928	8
513	ST. BASIL COLLEGE	s	171778		0	171,778	8
531	ST. JOHN PAUL II	s	141376	13	9750	151,126	8
514	ST. JOSEPH COLLEGE	s	103491		0	103,491	7
516	ST. JOSEPH MORROW PARK	s	70180		0	70,180	4
528	ST. MARY SECONDARY	s	93515		0	93,515	6
518	ST. MICHAEL CHOIR	s	69830		0	69,830	4
546	ST. PATRICK	s	210444		0	210,444	9

APPENDIX E

LETTER OF UNDERSTANDING

RE: JOB DESCRIPTIONS

During the course of negotiations, the Union expressed concerns with regard to the lack of job descriptions for the classifications listed under Schedule A of the collective agreement.

By way of Letter of Understanding the Board shall upon ratification of the collective agreement undertake the preparation of job descriptions for the classifications outlined in Schedule A. The Board shall seek the input of the Union with respect to the development of any job description prior to its implementation.

APPENDIX F

LETTER OF UNDERSTANDING

RE: SUMMER HOURS

Following ratification of this collective agreement the parties shall meet through the joint union/management committee to discuss the issue of summer hour schedules and the possibility of implementing a mutually agreeable option as a pilot project with a view of a possible permanent implementation.

APPENDIX G

PERMITS

LETTER OF UNDERSTANDING

For the purpose of clarity and the efficient and timely resolution of grievances, any representations regarding differences/grievances involving permit supervision hours and/or pay, *not including work rotation*, shall be submitted to the Manager of Permits for consideration within the provisions of Article 6 – Grievances Procedures and Arbitration Board.

APPENDIX H

LETTER OF UNDERSTANDING

BOARD-WIDE PROJECT

The Board agrees to have a yearly conversation with the local union to identify one board-wide project that would contribute to the public's positive perception of the quality of the Board properties, contingent on resources available to the School Board. This may include the use of existing discussion forums or committees.

APPENDIX I
LETTER OF UNDERSTANDING
SUPERVISION

Bargaining unit members will not be required to supervise students where such supervision is not a duty of the bargaining unit member's classification.

APPENDIX J

LETTER OF UNDERSTANDING

REFRESHER COURSE – HEAD CARETAKER

The Board agrees to provide a refresher course with respect to the head caretaker's pre-qualifying tests. The refresher course shall be provided yearly for the life of the current agreement subject to minimum registration requirements.

Participation will be subject to any maximum limits imposed by the refresher course provider. Participation will be afforded on a seniority basis.

APPENDIX K

LETTER OF UNDERSTANDING

PROFESSIONAL DEVELOPMENT ALLOCATION

The board will receive, in 2008-2009, a one time allocation for professional development and training for support workers. The parties shall establish a joint committee upon ratification to make recommendations to the Board for the expenditure of such one time funding. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in the 2008-2009 and/or 2009-2010 school years. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The bargaining unit's allocation of the enhancement shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized support workers as reported in the 2006/2007 Financial Statements.

The Board shall share the financial analysis and calculations of the allocation with the Local Union.

APPENDIX L**LETTER OF UNDERSTANDING****STAFFING ENHANCEMENT FOR 2009-2010
CUSTODIAL/MAINTENANCE STAFF (SCHOOL OPERATIONS)**

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-2010 the School Operations benchmark per square meter by \$1.41.

WHEREAS the Government will require that this funding enhancement in 2009-2010 be fully used to address the workload of Custodial/Maintenance/Skilled Trades/Warehouse/Courier;

Subject to the above, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- (a) Offset staff reductions in Custodial/Maintenance/Skilled Trades/Warehouse/Courier Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- (b) Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades/Warehouse/ Courier Staff in 2009-2010 school year.

The Board shall share the financial analysis and calculations of this allocation with the Local Union.

APPENDIX M**BENEFITS AND OTHER WORKING CONDITIONS ENHANCEMENT
(September 2010)**

The parties agree to establish a joint committee following January 1, 2010 to determine the manner in which additional funding for benefits and other working conditions as per the PDT agreement effective the 2010/2011 school year is to be allocated.

The Local Union's bargaining unit share of the Board's allocation in this regard shall be the ratio of its FTE employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported as at October 31, 2008. Occasional Teachers are excluded from these ratio calculations.

APPENDIX N

OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected to normally 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;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CCP) 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 call 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 license 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.

APPENDIX O

LETTER OF UNDERSTANDING

JOINT UNION/MANAGEMENT UNIFORM DEVELOPMENT COMMITTEE

During the course of negotiations, the Union expressed concerns with regard to the lack of representation of the Joint/Management Uniform Development Committee, as well as the Uniform Policy generally.

The Board will, in the Winter of 2013, establish meeting(s) with the Union to discuss concerns regarding the approved staff uniform for the 1280 collective bargaining unit. The parties shall discuss the on-going concerns of the approved uniform list and the seasonal time frame of allowed uniform apparel. These discussions will include the representation of two (2) Operation Managers and two (2) Union Executive Members. Any recommendations of the committee for changes to the current uniform policy will be forwarded to the Superintendent of Facilities for review and implementation.

The parties also agreed to amend the Custodial and Maintenance Uniform Information Sheets to allow the golf shirt to be worn throughout the year.

The Board further agrees to review with the local union executive their understanding and definition of a Joint/Union Management Uniform Development Committee with a view to ensuring the sustainability of the Committee.

APPENDIX P

MEMORANDUM OF UNDERSTANDING

Re: Temporary Assignments

Between

the Toronto Catholic District School Board (hereinafter the "TCDSB")

And

the Canadian Union of Public Employees- Local 1280- Custodial and Maintenance Staff
(hereinafter "CUPE Local 1280")

(collectively referred to as "the parties")

WHEREAS THE PARTIES AGREE that upon the execution of this Memorandum of Understanding, the parties mutually agree that the terms specified below shall cease all previous Board practices regarding the temporary backfilling, of permanent vacant positions of which CUPE Local 1280 members temporarily vacated to accept temporary assignments, in accordance with Article(s) #13.01 and #19.04(a) of the CUPE 1280 Collective Agreement.

AND WHEREAS THE PARTIES AGREE that the *Letter of Understanding Re: Posting and Awarding Temporary Positions*, dated October 25, 2006, and signed by the parties, is revoked and can no longer be applied or relied upon by either party following the ratification of this Collective Agreement.

AND WHEREAS THE PARTIES AGREE this Memorandum of Understanding shall not amend, alter or be interpreted to have changed the language of the existing TCDSB & CUPE Local 1280 Collective Agreement, specifically the terms of Article(s) #13.01, #19.04(a) and #19.07

AND WHEREAS THE PARTIES AGREE to the following terms:

- (1) The positions and job classifications, in which the successful applicants vacate in order to accept a temporary assignment to which they have applied for, following the language of Article #13.01, shall be backfilled on a permanent basis, in accordance with the job posting language of Article #13 of the Collective Agreement.
- (2) The parties agree that if the incumbent in the temporary assignment was not able to obtain an alternative position with the Board through the job posting process of Article #13, following the language of Article #19.04(a) and #19.07, then the employee shall be declared surplus and the Board

shall follow the surplus language of Article #12.07 of the Collective Agreement.

- (3) The parties agree that the incumbent, referred to in paragraph #3, shall have no rights to return to their previous permanent position, which was permanently filled through the language of Article #13, following the official end date of the temporary assignment.
- (4) The parties agree that from time to time and for operational purposes, the Board may require a temporary assignment to extend for a greater period than the time frame specified in Article #19.04(a). If so, the parties agree that the Board shall fill the extended temporary assignment with Supply Caretakers or with external Contractors, in the case of the Maintenance Services Department, providing the extension of the temporary assignment is less than thirteen (13) weeks, in accordance with Article #13.01.

AND WHEREAS THE PARTIES AGREE that this Memorandum of Understanding does not revoke the Letter of Agreement, dated June 10, 2014, signed by the parties *Re: Portable Crew Contract Positions* and the specific terms of this agreement shall remain in effect for the duration outlined in the Letter of Agreement.

APPENDIX Q

LETTER OF AGREEMENT

Re: Article #11- Vacations

The parties mutually agree to meet during the life of the September 1, 2014 to August 31, 2017 CUPE Local 1280 Collective Agreement to discuss the implementation of a revised annual vacation accumulation and allocation cycle, as well as the Board's implementation plan to align employee vacation entitlement with the Board's fiscal year in order to meet the Board's fiscal year financial reporting obligations.

The proposal for a new vacation accumulation and allocation cycle shall not negatively impact any employee's vacation entitlement in accordance with Article #11 of the CUPE Local 1280 Collective Agreement.

Memorandum of Understanding

Between

The Ministry of Education

And

Canadian Union of Public Employees – Ontario School Board Coordinating Committee

December 31, 2012

Submitted on a confidential and without prejudice basis, subject to errors and omissions. Any agreement is subject to an agreement being reached on all "parameters" issues.

A. Term

1. The term of the collective agreement within the scope of this MOU is two (2) years (September 1, 2012 to August 31, 2014).

B. Salary Increases

1. 0% in 2012-13
2. 0% in 2013-14

C. Retirement Gratuities (Where Applicable)

1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement to pension, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee's current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.
4. Eligible employees shall be informed not later than May 31, 2013, indicating their future entitlement to a gratuity payment in accordance with numbers 1 to 3 above. Such statement shall also identify the number of vested sick days.

5. Such retirement gratuity shall be paid in accordance with the terms and conditions of the 2008-12 collective agreement.
6. For employees covered by a collective agreement that has a service requirement greater than 10 years, this requirement shall be reduced to ten years as at 31 August, 2012 and their days shall be vested.
7. Those employees not eligible for a retirement gratuity as of August 31, 2012 as a result of insufficient service credits shall be entitled to a Gratuity Wind-Up Payment based on their years of service, accumulated sick days and annual salary as of August 31, 2012, provided this is funded by the Provincial Government.
8. The Gratuity Wind-Up Payment shall be calculated as follows :

For Non-vested days, there would be a payout based on a formula, as follows:

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. Providing this is fully funded by the Provincial Government, these employees shall be entitled to a Gratuity Wind-Up Payment calculated as follows:

$$\frac{X}{30} \quad \times \quad \frac{Y}{200} \quad \times \quad \frac{Z}{10} \quad = \text{Gratuity Wind-Up Payment}$$

X = years of services

Y = accumulated sick days up to a maximum of 200 days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

9. The Gratuity Wind-Up Payment shall be paid to each employee by June 30, 2013.

D. Sick Leave/Short Term Leave and Disability Plan/Short Term Leave and Disability Plan Top-Up /Long Term Disability Plan

The provisions relating to the Sick Leave/Short Term Leave and Disability Plan, outlined below, meet the requirements of the Employment Insurance (EI) Regulations for a premium reduction under S.69 of the EI Act. If there is any question as to whether the Plan meets these requirements, the parties will cooperate so as to ensure compliance with these requirements.

i) Sick Leave Days

1. Each school year, an employee shall be paid 100% of regular salary for up to eleven (11) days of absence due to personal illness. Personal illness shall be defined as per the 2008-2012 local collective agreement. A less than full-time employee shall be paid 100% of the employee's regular salary (as per the employee's full-time equivalent status) for up to eleven (11) days of absence due to personal illness. These days shall not accumulate from year-to-year. Subject to section 2 below, such days shall be granted on the first day of the school year provided the employee is actively at work and shall not accumulate from year-to-year. During the transition year, Regulation 313/12 shall apply.
2. An employee who was actively at work or on an approved leave of absence on the last scheduled day of work prior to September 1st and scheduled to return to work on September 1st and is unable to return due to a medical condition that is documented to the satisfaction of the Board and meets the requirements under the applicable disability management program, shall qualify for their entitlement to sick days at 100% in accordance with clause i) 1 above.

For clarity September 1st is read as the first day of the school year.

3. The Board shall notify employees, copied to the Bargaining Unit, when they have exhausted their maximum days of sick leave at 100% salary in any school year. It shall not be a breach of the collective agreement if the board fails to advise the employee or the bargaining unit due to circumstances beyond its control.
4. Any leave of absence, in the 2008-12 Collective Agreement, that utilizes 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 five (5) days per school year. These days shall not be used for the purpose of personal sick leave nor shall they be accumulated from year-to-year.

ii) Short Term Leave and Disability Plan (STLDP)

1. The Board's internal disability management processes, which may include third party adjudication, shall determine eligibility under the STLDP.
2. Each school year, an employee absent beyond the sick leave days paid at 100% of salary, as noted in clause i) 1 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 66.67% of the employee's regular salary and be eligible for 90% of regular salary in accordance with the Short-Term Leave and Disability

Plan (STLDP) provisions detailed below. Where evidence or medical documentation exists the employee will be upgraded to 90% of regular salary and such upgrade will not be unduly withheld.

3. Where the Board's internal disability management process is unable to make a decision, the case will be referred to third party adjudication for determination. Pending the outcome of the third party adjudication process, the employee will receive 66.67% of their pay until such time as a decision is rendered.
4. Short Term Sick Leave days under the Short Term Leave and Disability Plan (STLDP) shall be treated as traditional sick leave days for the purposes of determining entitlements to paid benefits and for the purpose of serving the waiting period for Long Term Disability (LTD) Insurance.
5. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Board's disability management program.
6. The Parties 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 and Long Term Disability Plans.
7. OMERS Contributions - When an employee 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's regular pay.
8. OTPP Contributions - For OTPP members, 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 to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Short-Term Sickness Leave/Short Term Leave and Disability Proposal (STLDP) with the following principles:

- i. Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;
- ii. The government/employer will be obligated to match these contributions;

- iii. If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long Term Disability (LTD)/Long Term Income Protection (LTI), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to work.
 - a. If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.
 - b. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
- iv. The exact plan amendments required to implement this change will be developed in collaboration with Ontario Teachers' Pension Plan (OTPP) and the co-sponsors of the OTPP (Ontario Teachers Federation (OTF) and the Minister of Education.
- v. The plan amendments will have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act and the Income Tax Act.

9. Any language in the 2008-2012 collective agreement that is not inconsistent with the terms of this clause D (Sick Leave / Short Term Leave and Disability Plan / Short Term Leave and Disability Plan Top-Up/ Long Term Disability) is unaffected. The parties agree however that the collective agreement terminology shall be amended to the extent necessary to give effect to the provisions contained herein.

iii) Short-Term Leave and Disability Plan Top-up (STLDPT)

- 1. If additional funding is provided by the Provincial government, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan (STLDP).
- 2. This top up is calculated as follows:

11 days, less the number of sick days used in the prior year.

3. In 2012-13, the transition year, each employee shall begin the year with a two (2) day allocation (pro-rated for part-time employees).
4. For employee absences that extend beyond the sick leave days paid at 100% of salary as noted in clause D i) above, the employee shall be eligible for a STLDPT for up to 100% of regular salary, subject to their top up availability and subject to the Board's disability management program.
5. An absence is eligible for the STLDPT, subject to the following:
 - a. All or any part of an absence occurs beyond the sick leave days paid at 100% of salary.
 - b. Provision of objective medical documentation, satisfactory to the Board, which, when required, includes limitations and restrictions.
6. (a) Where the 2008-2012 local collective agreement does have paid leave days as referenced in clause D i) 4.

In addition to the sick leave top up, additional top-up may be considered at the discretion of the Board. The additional leave top-up will not exceed two (2) days, and is dependent on having two (2) unused paid leave days, as referenced in clause D i) 4, remaining in the current year.

- (b) Where the 2008-2012 local collective agreement does not provide any paid leave days as referenced in clause D i) 4, the preceding paragraph shall be replaced by the following:

In addition to the sick leave top up as mentioned above, a compassionate leave top up is available at the discretion of the board. The compassionate leave top-up will not exceed two days, and is dependent on having two unused paid leave days, as specified in the 2008-2012 collective agreement as a "leave of absence without a salary deduction or deduction from sick leave", remaining in the current year. These days can be used to top-up salary under the STLDPT.

iv) **Long Term Temporary Employees (who currently have access to sick leave provided in their 2008-2012 Collective Agreement)**

1. The definition of Long Term Temporary Employee shall be as per the collective agreement.

2. Long Term Temporary Employees during a Long Term Assignment shall be eligible for the Sick Leave and STLDP subject to the conditions in number three (3) below. For clarity, such plans cannot extend beyond the term of a given Long Term Assignment.
3. The number of days available to a Long Term Temporary Employee in a Long Term Assignment in the Sick Leave and STLDP shall be based upon the following:
 - (a) Sick leave and STLDP days are allocated at the commencement of the Long Term Assignment;
 - (b) Ten (10) days of sick leave at 100% of salary based on a ten (10) month assignment, pro-rated based on the length of the assignment. Such leave shall not accumulate from school year to school year.
 - (c) i) Sixty (60) days of STLDP at 90% of salary for a ten (10) month assignment and subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year.
 - ii) For Long Term Assignments of less than ten (10) months, three (3) days of STLDP per month, subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year. These days shall be credited at the beginning of each month of the assignment, except in the case of pre-determined assignments of more than three (3) months, where such days shall be credited at the beginning of the assignment.
 - (d) A Long Term Temporary Employee may accumulate unused sick leave from one Long Term Assignment to another Long Term Assignment within the same school year.
4. Any leave of absence specified in the 2008-12 collective agreement, that utilizes deduction from sick leave, to a maximum of five (5) days pro-rated, for reasons other than illness, shall be granted without loss of salary or deduction from the Long Term Temporary Employee's sick leave. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

v) Long-Term Disability (LTD) Plans

1. If the Long Term Disability Plan contained in the 2008-2012 collective agreement provides for a waiting period of more than 130 days, the 120 day short term sick

leave period referenced above shall be extended to the minimum waiting period required by the plan.

2. If there is no provision for a Long Term Disability Plan in the 2008-2012 collective agreement, at the request of and in consultation with the local union, the Board shall make available an LTD Plan at no cost to the Board.

E. Graduated Return to Work

The Parties 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 Sick Leave and Long Term Disability Plans.

All employees will be eligible for top up from the sick leave days paid at 100%, as noted in clause D i) 1 above, while working on a graduated hours return to work plan. This top up shall be granted in the form of a deduction of the sick leave days paid at 100%, as noted in clause D i), proportional to the percentage of the top up.

If the return to work plan extends beyond the expiration of sick leave under D i), the following shall apply:

In addition to receiving regular salary for the portion of the day worked while on a graduated hours return to work the plan, an employee will be eligible to receive a top up of 90% of regular salary for the remaining portion of the day that was not worked. This top up shall be granted in the form of a deduction from the maximum of 120 days, which for this clause are non-divisible days, pursuant to D(ii), proportional to the percentage of the top up.

For clarity, in this section the term "proportional to the percentage of top up" means a percentage of the work day and not a percentage of salary.

For further clarity, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.

F. Workplace Safety and Insurance Board (WSIB)

WSIB benefits shall be maintained in accordance with the 2008-2012 local collective agreement and/or the current practices of the parties. For clarity, where the current WSIB top up is deducted from sick leave the Board shall maintain the same level of top-up without deduction from sick leave.

G. Maternity Leave

The following is available to an employee who, under the 2008-2012 collective agreement, would have been eligible to accumulate sick leave from year to year.

1. For an employee who has not been laid-off in the fifty-two (52) weeks prior to the birth of her child :
 - a. An employee on pregnancy leave shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave or STLDP. An employee not eligible for a SEB plan shall receive sick leave at 100% of her salary for a period of not less than six (6) weeks. An employee who requires a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice.
 - b. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.
2. For an employee who has been laid-off in the fifty-two (52) weeks prior to the birth of her child :
 - a. An employee on pregnancy leave shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave or STLDP. An employee not eligible for a SEB plan shall receive sick leave at 100% of her salary for a period of not less than six (6) weeks. An employee who requires a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice.
 - b. Notwithstanding the above, 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 the STLDP (remainder of six weeks topped-up as SEB).
 - c. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

3. The preceding provisions are subject to revision pending Ministry of Education clarification in writing regarding pyramiding of entitlements in this provision between this MOU and the 2008-2012 Collective Agreement.

H. Benefits (Health, Dental and Extended)

1. Benefits for Current Employees

- a. All group benefit plan coverage levels, provisions and practices in place in 2011-2012 shall remain status quo for the 2012-2014 collective agreement. For clarity, status quo includes scheduled adjustments based on the contract definition(s) and these will occur as scheduled (eg. If in September 2011 the ODA rate was set at 2010 rates, in September 2012 the ODA rate would be set at 2011 rates).

2. Benefits after Retirement

- a. Effective September 1, 2013, any new retiree (or his/her family) who has access to post-retirement benefits (health, dental, life, etc.) and pays premiums for such benefits shall be included in an experience pool segregated from all active employees, such that the pool is self-funded.
- b. Effective September 1, 2013, no new retirees (or his/her family) shall be eligible for employer contributions to any post-retirement benefits (health, dental, life, etc.).
- c. Existing retirees (or his/her family) and any employee retiring before September 1, 2013 who has access to post-retirement benefits (health, dental, life, etc.) will continue to be included in the experience pool in which they are presently included and pay the appropriate premiums for that existing experience pool. Employer contributions where they currently exist will continue for this group.

I. Provincial Benefits Plan or CUPE Benefits Trust

In the event that CUPE and the government agree on a Provincial Benefits Plan or CUPE Benefit Trust, the Board will support this agreement provided there are no additional costs to the Board or substantial increases to the administration requirements.

J. Salary Grids

1. Where there are grids in the collective agreement, all employees shall move on the salary grid in accordance with their individual experience and qualifications, in accordance with the collective agreement.
2. The increments shall come into effect following a delay of one-half of the employee's regular work year.
3. In cases where an employee is entitled to more than one grid movement in a fiscal year, the delay in the implementation of the grid movement will be adjusted proportionately to ensure that the employee is not unduly affected, that is an employee will not lose more than 50% of the dollar value of their grid movement over the term of the collective agreement.
4. The Parties agree that movement from a Probation Rate on to a Salary Grid will not be frozen or delayed.
5. The Parties agree that other service based grids (i.e. vacation) are not frozen or delayed.

K. Dispute Resolution/Enforcement Mechanism

As per existing practice, disputes shall continue to be resolved, through joint problem-solving and informal dialogue, and then defer to the grievance-arbitration process as outlined in the 2008-2012 collective agreement.

Any party or person present at the discussions leading to this MOU may be called on to give evidence and is compellable, except counsel.

L. Ratification

1. CUPE will undertake to recommend this MOU to its leadership at a duly called meeting of the CUPE school board sector leadership (not later than January 6th, 2013). Subject to the agreement of the CUPE school board sector leadership, CUPE will recommend this MOU to its Locals for ratification by their membership.
2. Any changes to local agreements, other than those specifically required by this MOU must be mutually agreed to by the local CUPE bargaining unit and the local school board. Any local bargaining will not amend sections of the collective agreement amended by this MOU.

3. All clauses of the collective agreement that are not amended by this MOU or by the process identified above shall remain status quo.
4. The parties agree that for the purpose of the 2012 -2014 collective agreements all letters of intent or understanding, minutes of settlement, or any other memoranda, contained or pertaining to the 2008-2012 collective agreements, dealing with any term or condition of a collective agreement, or any other term or condition negotiated between the parties, shall continue in force and effect unless renegotiated by the parties.
5. For clarity, any local issues which remain unresolved shall be withdrawn, and the renewal collective agreement shall move forward for ratification together with this MOU.

M. Letter of Understanding – Job Security

Whereas the parties are negotiating in a context where the protection of government initiatives for students and the preservation of jobs have been identified as government priorities;

Whereas the parties agree that any reduction in funding which directly or indirectly affect student services or the preservation of jobs should not be undertaken without prior consultation by the government with the parties and due consideration by the government to the concessions made in the context of the renewal of the Collective Agreement ;

Whereas it is the mutual desire of the parties to protect existing workforce complement without restricting its growth;

1. For school year 2012-2013, except in cases of a catastrophic or unforeseeable event or circumstance (e.g. school closed as a result of a fire), the Board undertakes to maintain its Protected Complement.
2. For school year 2013-2014, the Board undertakes to maintain its Protected Complement, except in cases of :
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment, or
 - c. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to paragraph 2b) or c) 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.
4. For the purpose of this Letter of Understanding, at any relevant time, the Board's Protected Complement is equal to:
 - a. ● FTE (excluding temporary, casual and/or occasional positions) as of August 31, 2012. (Memorandum note: ● is the FTE number to be agreed to by the parties through consultation at the bargaining unit level.)
 - b. minus any FTE attrition of bargaining unit members which occurs after the date of this Letter of Understanding.
5. Reductions as may be required in 2 (b) and (c) 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).
6. This Letter of Understanding expires on August 31, 2014.

N. Offsetting Measures

1. Where no salary grid exists there is no requirement for offsetting measures.
2. Where a salary grid exists and there is movement through the grid, each employee may by May 1, 2013, apply for a voluntary unpaid leave day or days, subject to Board approval. The unpaid leave day or days shall be approved provided that there is no requirement to replace the absent employee and there is no mandatory PD for the employee on the day or days. In other cases, approval is at the Board's discretion. The Board and the union can agree to other offsetting measures.
3. The required savings target is equal to the cost of grid movement under this agreement for the period from September 1, 2012 to August 31, 2014. Where an employee takes an unpaid leave day and is replaced, the cost of the replacement will be considered in calculating the savings generated by this unpaid leave.
4. In the event that the savings generated by the above measures is insufficient to meet the required savings target, all members of the bargaining unit will be required to take up to one (1) mandatory unpaid day in the second year of the

agreement on a day to be determined by the Board in consultation with the Union.

5. The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years, unless they are extended in future negotiations or through mutual consent.

O. Reconciliation

A reconciliation committee will be created with equal representation from the Board and the Union. The committee will meet in May 2013, and if necessary in October 2013 and January 2014, to track targeted savings generated from the offsetting measures as listed in section N. In the event that by May 15, 2013, savings targets do not meet the overall goal, up to one (1) mandatory unpaid day will be required in the 2013/2014 school year to meet the target.

P. Province Wide Collective Bargaining

The Parties acknowledge the fact that the Government of Ontario intends to begin consultations in the Fall of 2012 with the teachers' federations, support staff unions, school board trustee associations and school boards to develop the appropriate legislative and regulatory framework for provincial bargaining that would, if approved by the legislature, take effect by January 1, 2014.

Q. CUPE Members on Provincial Committees

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

R. Transferability of Other Agreements

CUPE and the Board acknowledge the Government's commitment that school boards and the CUPE local unions will not receive amounts proportionally less than the overall financial settlements reached in any other PDT agreement or Memoranda of Understanding that relate to education support workers subject to CUPE complying with the conditions associated with this Bargaining Framework.

Dated this 31st day of December, 2012, Toronto, Ontario

For the Ministry of Education:

original signed by

Laurel Broten, Minister

For the Canadian Union of Public Employees:

original signed by

Terri Preston, Chair, Ontario School
Boards Coordinating Committee

original signed by

Brian Blakeley, CUPE School Boards
Coordinator - Ontario

Memorandum of Understanding 2013

Between

The Ministry of Education

And

Canadian Union of Public Employees – Ontario School Board Coordinating Committee

In the interest of promoting an improved environment for learning and teaching, the above- mentioned parties have reached this Memorandum of Understanding (2013 MOU) which augments the CUPE MOU of December 31, 2012 (2012 MOU).

The Government expects and shall make best efforts to ensure that the following agreed to items shall be expeditiously appended to, and form part of, the existing local collective agreements without amendment:

- Non-vested Retirement Gratuity for Employees
- Sick Leave/Short Term Sick Leave Disability Plan
- Offsetting Measures
- Specialized Job Classes
- Letter of Understanding - Job Security for Support Staff – addendum

The Government will make every appropriate effort to ensure that School Boards understand and implement the MOU, and will take measures to support that outcome.

Dated this 10 day of May, 2013, Toronto, Ontario

For the Union

Terri Presto
Sylvia P...
Whurston-Feeley

For the Government

Dir Sandals
George Zegans
Hon. Mr. ...
Jim Hodder

Clarification of Existing MOU

The Government shall issue a memo to school boards providing clarifications of the 2012 and 2013 MOUs as set out in the chart attached as Appendix A.

Non-Vested Retirement Gratuity For Employees

Replace Section C, paragraphs 6, 7, 8, and 9, with the following:

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \quad \times \quad \frac{Y}{200} \quad \times \quad \frac{Z}{4} \quad = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.

Sick Leave/Short Term Sick Leave and Disability Plan

Amend Section D. i) I by adding:

For clarity, "employee" includes any employee other than a casual employee as defined by the local collective agreement or by the mutual agreement of the local parties. Where there is no agreed definition, a casual employee shall be defined as an employee who is not regularly scheduled to work. In addition, any casual employee who was entitled to sick leave under the 2008-2012 collective agreement will continue to be entitled.

Amend Section D by deleting iv) 3 a) b) and c) and replacing them with the following

- a) A member of CUPE employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:
 - 1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
 - 2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.

- b) A member of CUPE who is employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 3 a), reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.

- c) A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

Provincial Benefits Plan

Amend Section I to add:

The Government, and in particular the Ministry of Finance, commits to a full discussion with CUPE about the establishment of a provincial benefits plan.

The province agrees to provide funding which will include administration costs, legal costs, and costs of experts needed to undertake any studies and research required.

Specialized Job Classes

Amend Section J to add:

1. 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.

Letter of Understanding - Job Security –addendum

Amend Section M to add:

7. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

Offsetting Measures

Replace Section N, with the following:

1. There is no requirement for employees to take an unpaid day.

and

Voluntary Unpaid Leave of Absence Program For all Bargaining Units

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all CUPE bargaining units effective May 1, 2013.
2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by May 31, 2013.
5. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of OMERS.

Appendix A: Clarifications of 2012 and 2013 MOUs

Issue	Clarification
<p><i>1. Maternity Leave</i></p> <ul style="list-style-type: none"> Some boards are not providing the bridging to EI after birth. 	<ul style="list-style-type: none"> Employees on long-term assignments are to have access to the EI bridging, where permitted under EI rules.
<p><i>2. Maternity Leave</i></p> <ul style="list-style-type: none"> Some boards not providing full 6 weeks if over a "non-paid" period. 	<ul style="list-style-type: none"> Boards are to provide 6 full weeks of maternity benefits.
<p><i>3. Top-up Bank</i></p> <ul style="list-style-type: none"> Some boards are not providing in 2012-13, the transition year, an employee with a 2 day allocation (prorated for P/T employees). 	<ul style="list-style-type: none"> The Regulation provides for 2 day top up to be prorated for FTE status.
<p><i>4. Top-up for Return to Work</i></p> <ul style="list-style-type: none"> Regulation prohibits top-up on return to work while on WSIB or LTD benefits 	<ul style="list-style-type: none"> The government will recommend an amending regulation so that those on WSIB or LTD and on a return to work shall be eligible for top up on days worked.
<p><i>5. Salary Grids</i></p> <ul style="list-style-type: none"> CUPE employees not getting their increments following the one-half of the employee's regular work year. 	<ul style="list-style-type: none"> Bargaining units are eligible for salary grid movement following 1/2 of the employees regular work year.
<p><i>6. Long-term Assignments</i></p> <ul style="list-style-type: none"> Only long-term teachers recognized for benefits like sick leave. 	<ul style="list-style-type: none"> Regulation has been updated to recognize all long-term employees.
<p><i>7. Sick Leave Access</i></p> <ul style="list-style-type: none"> New hires are excluded from sick leave. 	<ul style="list-style-type: none"> Regulation is clear; sick leave applies to the class of employee that previously had access to sick leave – new hires are included.
<p><i>8. OMERS</i></p> <ul style="list-style-type: none"> Some boards are not remitting OMERS contributions based on 100% of the employee's regular pay while on sick leave. 	<ul style="list-style-type: none"> The board will continue to deduct and remit OMERS contributions based on 100% of the employee's regular pay.

Issue	Clarification
<p>9. <i>The use of miscellaneous days for the purpose of the top-up</i></p> <ul style="list-style-type: none"> • Whether employees are automatically entitled to the two compassionate days. 	<ul style="list-style-type: none"> • The days are at the discretion of the Director of Education as per the collective agreement and board practice. • Not to be an across the board denial. Duty of school board to consider the individual case.
<p>10. <i>Adjudication Process</i></p> <ul style="list-style-type: none"> • CUPE does not have an adjudicated process in all cases. 	<ul style="list-style-type: none"> • Articles 2 and 3 of the Short-Term Leave and Disability Plan section of the CUPE 2012 MOU contemplate a two-step assessment process by a board. • A board will do an initial assessment based on the evidence presented as may be required under CUPE local collective agreement. • Where a board can make an assessment that does not require medical expertise, the board will grant the leave at 90 percent. Otherwise, the board may seek a 3rd party assessment.
<p>11. <i>Job Security</i></p> <ul style="list-style-type: none"> • How the protected complement is defined. 	<ul style="list-style-type: none"> • Not intended to allow trade-offs between classification groups within complement where one expands and another is declining.