

COLLECTIVE AGREEMENT
between
LIMESTONE DISTRICT SCHOOL BOARD
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480-01
Representing
Maintenance, Caretakers, Drivers

September 1, 2019 – August 31, 2022



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CUPE – PART A: CENTRAL TERMS

C1.00 *STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT*

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 *DEFINITIONS*

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

the Committee.

- d) For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a) **Dispute Resolution**
A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.
- b) **Not Adjudicative**
It is clearly understood that the Committee is not adjudicative in nature. Unless otherwise agreed to by the parties, decisions of the committee are without prejudice or precedent.

C4.6 Role of the Central Parties and Crown

- a) The central parties shall each have the following rights:
 - i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
 - vi. To refer a grievance it filed to final and binding arbitration.

- vii. To mutually agree to voluntary mediation.
- b) The Crown shall have the following rights:
 - i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #10. Arbitrators on the list will be used in rotation, based on availability, for the 2019-2022 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.

- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("CUPE represented employees").
- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.
- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.

- d) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

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

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the plan per Full Time Equivalency (FTE) and \$5,655.45 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2022.
- i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The parties agree to compel the Trust to provide the audited financial statements at the Trust's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost for the CUPE Benefit Plan on the CUPE EWBT's August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.
- b) Funding amounts:
- September 1, 2019: 1% (5,544.01 per FTE)
 - September 1, 2020: 1% (\$5,599.45 per FTE)
 - September 1, 2021: 1% (\$5,655.45 per FTE)

Funding will be made retroactive to September 1, 2019.

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

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

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long-term

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

If a permanent Employee is absent on their 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 their sick/short-term disability leave

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

Agreement.

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

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

Supplemental Employment Benefits (SEB)

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

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - MEDICAL CERTIFICATE

PART 1

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

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

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

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

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

First Day of Absence:				
General Nature of Illness* (<i>please do not include diagnosis</i>):				
Date of Assessment: dd mm yyyy		No limitations and/or restrictions <input type="checkbox"/> Return to work date: dd mm yyyy For limitations and restrictions, please complete Part 2.		
Health Care Professional, please complete the confirmation and attestation in Part 3				
PART 2 – Physical and/or Cognitive Abilities				
Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)				
PHYSICAL (if applicable)				
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):	
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>specify</i>):	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>specify</i>):		
<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

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

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

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

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

Have you discussed return to work with your patient?

☐ Yes ☐ No

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

Start Date: **dd mm yyyy**

☐ Regular full time hours ☐ Modified hours
☐ Graduated hours

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

Has a referral to another Health Care Professional been made?

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

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

☐ Yes ☐ No

Please check one:

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

Recommended date of next appointment to review Abilities and/or Restrictions: **dd mm yyyy**

PART 3 – Confirmation and Attestation

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

I confirm all of the information provided in this attestation is accurate and complete: ☐

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Signature:

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

RE: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year. Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

RE: Job Security: Protected Complement

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

RE: Education Worker Protection Fund

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

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

Committee by December 31, 2019. Any disputes not resolved through the Central Dispute Resolution Committee shall be submitted to the expedited mediation procedure, where no settlement is achieved the mediator shall issue a bottom-line decision not to exceed \$2,912,016 in total for all disputes relating to this MOU.

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

APPENDIX D

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

Notes:

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Professional Development

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

III. MEMBERSHIP

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

bargaining agencies at the other education workers tables will be invited to participate on the Committee.

IV. CO-CHAIR SELECTION

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

V. OTHER

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

RE: Sick Leave

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

RE: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

Topics the training program will address are the following:

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

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

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

RE: Additional Professional Activity (PA) Day

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

LETTER OF AGREEMENT #15

BETWEEN

The Canadian Union of Public Employees

(Hereinafter “CUPE”)

AND

The Council of Trustees’ Associations

(Hereinafter the “CTA/CAE”)

RE: Pilot Project on Expedited Mediation

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

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

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

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

Following ratification, the parties shall contact mediator(s) to establish dates for mediation every two months (excluding July and August). Dates shall be scheduled in consultation with the parties. Two of the expedited mediation sessions shall be conducted in French and three of the expedited mediation sessions shall be conducted in English every calendar year of the agreement unless agreed otherwise by the parties. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.

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

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

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

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

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

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

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

The Crown may provide a brief no later than two (2) days prior to the review.
Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

Expedited Arbitration

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

This Letter of Agreement expires August 31, 2022.

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Trustees, as defined in 2.1.0, shall consult with other Trusts and Boards to move all employee

groups into the Trust(s) at the same time, subject to the Trust being ready to accept the employee group(s).

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

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

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on

the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the

- benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
 - f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
 - g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
 - i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
 - j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
 - k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
 - l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
 - m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
 - n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
 - o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as “Co-Pay”. This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the “Co-Pay”, the Crown will provide funding equivalent to the reduction of the “Co-Pay” amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board’s participation date.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES’ RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
- a. The trustees’ selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles if any;
 - h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding policy;
 - j. The investment Policy and changes to the Investment Policy; and
 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.

- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

- 9.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount

provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Understanding.

10.0.0 ENROLMENT

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

- 13.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is

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

Appendix A – HRIS File

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

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

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF UNDERSTANDING #9

BETWEEN

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(HEREINAFTER CALLED 'OPSBA')**

AND

**THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION
(HEREINAFTER CALLED 'OCSTA')**

AND

**L'ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO
(HEREINAFTER CALLED 'ACEPO')**

AND

**L'ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES
(HEREINAFTER CALLED 'AFOCSC')**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES / SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE
(HEREINAFTER CALLED 'CUPE')**

AND

THE CROWN

RE: BENEFITS

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.

- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A (which follows) within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or

- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

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

- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
- a. The trustees' selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles if any;
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- 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;
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 - e. Reduce member premium share if any.
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- 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.
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- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

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- 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.

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

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

10.0.0 ENROLMENT

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

CUPE – PART B: LOCAL TERMS

PREAMBLE

Whereas it is the desire of both Parties to this Agreement:

- a) To maintain the harmonious relations which exist between the Employer and its employees;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions of employees as covered within this Agreement;
- c) To encourage efficiency in operation of the Employer's business;
- d) To promote the morale, well-being and security of all employees of the Employer as detailed in this Agreement.

And whereas it is now desirable that methods of bargaining and benefits pertaining to the working conditions of employees be drawn up on a Collective Agreement:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE L1 - RECOGNITION

- L1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1480 as the sole and exclusive bargaining agent of all employees of the Limestone District School Board engaged in maintenance services, plant operations and delivery driving, save and except supervisors, persons above the rank of supervisor, office, clerical and technical staff, Professional Student Services Personnel, Continuing Education Instructors, employees exercising managerial functions, employees employed in a confidential capacity in matters relating to labour relations, and employees in a bargaining unit for which another trade union held bargaining rights as of December 31, 1997.
- L1.02
 - a) The Memorandum of Agreement regarding Casual Employees shall form part of this agreement.
 - b) During the period from May 1st to Labour Day for university and college students, and during the period from June 15th to Labour Day for high school students, such students may be employed to work within the jurisdiction of Local 1480 as assigned by the employer. It is understood that no student will be employed which will cause the layoff of a regular employee nor will such student be employed while any regular employee who is qualified to perform the work in question is on layoff. It is further understood that no student will be employed to circumvent job postings or to be used as a replacement for a

vacancy pending a job posting. For the purpose of this contract, a student is defined as a person enrolled in regular full terms at high school, college or university. Any student so employed is excluded from the provisions of this contract.

- L1.03 No Person whose regular job is not in the bargaining unit shall perform work which is normally and exclusively performed by employees in the bargaining unit except for the purpose of instruction, experimentation, self-familiarization, or when an employee who would normally perform the work is not readily available.
- L1.04 The parties recognize the positive and substantial support provided by dedicated volunteers and co-op students. However, in consideration of the employees' concern that the use of volunteers will not replace or reduce bargaining unit employment, the Board and the Union hereby agree to the following process for monitoring and evaluating the use of volunteers in the context of bargaining unit employment.

Both parties agree that volunteers may be utilized in accordance with historical practices. Concerns relating to the use of volunteers will be promptly examined by the parties whom shall attempt to resolve the issue by consensus.

Both parties agree that co-op students may perform bargaining unit work when their assignment is in addition to the members of the bargaining unit from the classification to which the work normally belongs.

The parties agree that nothing in this Article is intended to alter existing rights of the parties with regard to grievability of the issue of the use of volunteers or co-op students.

ARTICLE L2 - MANAGEMENT RIGHTS

- L2.01 Except as, and to the extent specifically notified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Board and its Administration. Without limiting the generality of the foregoing, it is the exclusive right and function of the Employer to:
- a) Maintain order, discipline, and efficiency, and to make, alter and enforce rules and regulations to be observed by the employees;
 - b) Hire, classify, direct, transfer, demote, promote, lay-off, discipline, suspend or discharge employees, assign employees to shifts, provided that a claim of discriminatory demotion, retirement, discipline, suspension, or that an employee has been discharged without just cause, may be the subject of grievance and be dealt with as provided for in this agreement;
 - c) Generally to manage the services and operations in which the Employer is engaged and,

without restricting the generality of the foregoing to retain all residual rights of management, the right to plan, direct, and control operations, direct the work forces, determine the number of personnel required from time to time, the number and locations of buildings, offices, and facilities, to have absolute control of buildings, offices, and facilities, the work to be performed and the methods, procedures, equipment, and scheduling in connection therewith, the qualifications required to perform the work and the standards of performance required of all employees, the machines, tools and material to be used and the location of such machines, tools and material;

- L2.02 The Management and/or Employer referred to above shall be responsible for the conduct of any contractors or agents engaged by the Employer specifically to perform managerial functions as described in Article 2.01, and any violation of this collective agreement by said contractors or agents will be considered a violation by the Employer.

ARTICLE L3 - CIVIL RIGHTS

- L3.01 No discrimination, intimidation, interference, restraint or coercion will be practiced by either the Employer or the Union or by any of their officers or representatives against any employee by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status, or by reason of membership or activity in the Union or by reason of lack of membership or activity in the Union.

L3.02 Discrimination & Harassment in the Workplace

- a) The Board and the Union shall not discriminate on the grounds of age, creed (religion), sex (including pregnancy and breast feeding), gender identity, family status (such as being in a parent-child relationship), marital status (including the status of being married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship), disability (including mental, physical, developmental or learning disabilities), race, ancestry, place of origin, ethnic origin, citizenship, colour, record of offences (criminal conviction for a provincial offense, or for an offense for which a pardon has been received), association of relationship with a person identified by one of the above grounds or perception that one of the above grounds applies, as defined by the Ontario Human Rights Code, as amended.
- b) There shall be no discrimination or harassment practised by reason of an employee's membership or activity in the Union.
- c) The Board believes and is obligated to ensure that all employees are entitled to a healthy and safe environment free from harassment or discrimination in the workplace.
- d) To this end, all employees have a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those

contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.

- e) The Union may request to review Administrative Procedure AP 405, no more than once every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure, the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.
- f) It is recognized that a broader consultative process will be undertaken, which will include the Union.

L3.03 Workplace Harassment

The employer recognizes that no employee shall be subject to workplace harassment. Workplace harassment shall be as defined by the Ontario Human Rights Code and shall include sexual orientation as a prohibited grounds of discrimination. If the employer decides a transfer is necessary because of an incident or incidents considered to be workplace harassment, the employee who has been harassed shall not be transferred against their will.

ARTICLE L4 - UNION SECURITY AND CHECK-OFF OF UNION DUES

- L4.01 All employees who are now members of the Union shall remain members of the Union and all new employees shall become members of the Union after they have completed their probationary period as a condition of employment.
- L4.02 Employees will be required to permit the deduction from their pay, each pay period, of an amount equivalent to the regular bi-weekly dues of the Union commencing in the case of new employees at the time of the regular monthly check-off on the first day of employment. Such deductions shall be made and remitted by the Employer to the Treasurer of the Local not later than the fifth (5th) day of the month following the month when such deductions are made. Within fifteen (15) days, such deductions so remitted shall be accompanied by a list of those employees who have been added to or deleted from the master list.

Employees will be required to permit the deduction from their pay, from time to time, any special or additional dues properly assessed in accordance with the Local Union by-laws as approved by the National Union.

The Employer agrees to deduct union dues from summer students who earn an hourly wage for post secondary students as per the Employment Standards Act (ESA).

The Union agrees to save the Employer harmless from all deductions made from an employee's pay as provided herein.

- L4.03 a) The Employer will allocate up to one (1) hour during each Board scheduled new staff orientation session so that the Union can provide an orientation to Union members. The Employer will give the Union sufficient notice of each such orientation session so that the Union can arrange for a representative to deliver the Union orientation session. The Employer further agrees that it will acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security, dues check-off, and give each new employee a copy of this Agreement.
- b) In cases where a large number of new employees are hired at one time, the Employer agrees that it will, in concert with up to three (3) members of the executive as designated by the President, acquaint new employees as per paragraph (a) above.
- L4.04 In order to provide job security for the current members of the bargaining unit, the Employer agrees that all work or services which are currently performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company, or non-bargaining unit employee. The foregoing will not operate so as to prohibit the contracting out of work or services of the same type performed by the bargaining unit members, provided that such contracting out is in addition to the continued work of the bargaining unit members or is restricted to periods of peak demands.
- L4.05 The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to ongoing joint discussions to determine which work and services might be performed by members of the bargaining unit (i.e. contracting in).
- L4.06 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program without the written consent of the Union.
- L4.07 The Employer agrees to meet with the Union on a semi-annual basis in order to provide detailed written information with respect to total absences by position, school/site, and District wide as at June 30th and December 31st. The information provided will also outline the reasons for the absences by code and the total associated costs (including financial details of replacements, if any). The Union agrees to save the Employer harmless

with respect to the dissemination of information as a result of this Article.

ARTICLE L5 - CORRESPONDENCE

- L5.01 a) All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Officers of the Local Union and The National Representative with a copy to the Secretary and applicable Officer of the Employer.
- b) From time to time, the Employer shall notify the Union in writing of the applicable Officer referred to above for the purpose of specific correspondence.
- c) A copy of any letter of discipline shall be sent to the President of the Local Union.

ARTICLE L6 - LABOUR MANAGEMENT AND UNION COMMITTEES

- L6.01 It is agreed that a joint committee will be established with five (5) representatives from Local 1480 of the Canadian Union of Public Employees and four (4) representatives from the Employer. This Committee shall meet as scheduled, or at the written request of either party to discuss matters of mutual concern, which matters may not necessarily be covered by the terms of the existing collective agreement. The parties will develop an agenda prior to each meeting. The items for the agenda shall be submitted by each party to the other party at least three (3) working days prior to the meeting.

The fundamental purpose of the committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This committee shall have no power to effect changes in the existing Agreement unless approved by the membership of the Local Union and the Board. The Employer will provide a response to the Union within ten (10) days of the conclusion of any Joint Committee Meeting under this Article as to the Employer's position on matters that remain unresolved.

- L6.02 The Employer agrees to recognize a negotiating committee of not more than six (6) employees, which shall be comprised of the President of the Local and five (5) other employees as selected by the Local.
- L6.03 The Employer agrees to recognize a Union Grievance Committee consisting of not more than four (4) employees to be selected at the Union's discretion. The Employer agrees to notify the Union of the names and titles of all pertinent management personnel.
- L6.04 Employees on any committee that has Employer and employee representation (except the Health and Safety Committee) shall suffer no loss of wages when meeting with

Management during their regular working hours. Meetings continuing or taking place after regular working hours are not subject to compensation.

- L6.05 Employees who participate on the Health and Safety Committee shall not suffer loss of wages when meetings of this Committee are held during regular working hours. Employees who are on the Health and Safety Committee who attend meetings after their normal hours of work, shall be entitled to compensation in accordance with the Ontario Occupational Health and Safety Act.
- L6.06 Members of Union Committees will be provided with a minimum of forty-eight hours' notice in advance of any joint meetings of the parties held during working hours. It is understood that urgent matters may arise from time to time where the foregoing notice cannot be provided and in such circumstances the Employer will provide as much notice as possible.

ARTICLE L7 - GRIEVANCE PROCEDURE

- L7.01 The Employer recognizes the right of the Union to appoint or otherwise select eight (8) stewards to assist employees in preparing and presenting grievances in accordance with the grievance procedure. Two (2) stewards shall be appointed by the Union as Chief Stewards. The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees in relation to any dispute between the Local and the Employer.

- L7.02 A steward shall normally conduct their Union activities within the areas as defined by the Local and communicated to the Employer.

The Union shall notify the Employer in writing of the names of the Local's stewards, the areas within which they normally operate, and the Chief Stewards before the Employer shall be required to recognize them. The Local may revise or change the areas within which stewards normally conduct their activities at its sole discretion provided that no change will be in effect until the Employer has been formally notified of said changes.

- L7.03 a) The Union agrees that committee representatives and stewards have regular duties which must be effectively and efficiently performed on behalf of the Employer and that such employees will not, therefore, leave their regular duties without first obtaining permission to do so from their immediate supervisor (for maintenance employees, the Plant Maintenance Supervisor; for caretaking employees, the appropriate Area Supervisor; for other employees, the Principal), and that when resuming their regular duties they will be required to report their return to their immediate supervisor (for maintenance employees, the Plant Maintenance Supervisor, for caretaking employees, the appropriate Area Supervisor; for other employees the Principal), and for that time so taken away from

regular duties will be confined to an absolute minimum. It is understood that time so taken away from regular duties will be without loss of pay, provided the time so spent in meeting with representatives of the Employer is on the Employer's premises and is during the working hours of such a committee representative or steward.

- b) The Employer agrees that stewards, or any other official of the Union, will not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this agreement.

L7.04 When it appears that a grievance may be recorded, the employee, with a steward or an officer of the Union, or an officer of the Union may speak to the appropriate supervisor in an attempt to clarify and resolve the matter. Failing that:

A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this collective agreement. The grievance of an employee shall be put forward in writing and be signed by the employee directly involved. The grievance shall proceed in the following manner:

STEP 1: The employee shall present their written grievance to the Office of the Superintendent Human Resources, and they may, if they so desire, have the assistance of their steward in presenting such grievance, and the Employer shall reply to the grievance in writing. If a settlement satisfactory to the employee concerned is not reached within ten (10) working days, or within any longer time which may be mutually agreed upon, then Step 2 may be invoked provided such latter action is commenced within ten (10) working days after the completion of Step 1. It is agreed that no grievance shall be presented to any later stage of the grievance procedure, or to the Board of Arbitration, where the alleged circumstances of the grievance originated or occurred more than thirty (30) working days prior to its original presentation in writing at Step 1. The Employer shall not be required in any event to make any adjustment back to a date that is earlier than twenty (20) working days prior to the filing of the grievance in writing at Step 1.

STEP 2: Failing a satisfactory settlement of the grievance under Step 1, the Union Grievance Committee may then take the grievance up with the Superintendent of Human Resources or their designate at a meeting arranged for that purpose which meeting shall be held within ten (10) working days or at a mutually agreeable date. It is understood that a representative of the Canadian Union of Public Employees may be present at such a meeting and representatives of the parties who met at the earlier stage of grievance procedure, if their presence is requested by either party. If a satisfactory settlement is not reached within ten (10) working days following the day on which deliberation commenced, or such additional time as may be mutually agreed upon, then the grievance may be referred to Arbitration as herein provided.

L7.05 A grievance of the Employer or a policy grievance of the Union shall be submitted in

writing by the party lodging the grievance to the other party, and the discussion of such grievance shall commence at Step 2 of the grievance procedure and proceed if necessary thereafter to Arbitration as herein provided.

- L7.06 Replies to grievances shall be in writing electronically at all stages to the Local President, Local Recording Secretary and the Chief Steward.
- L7.07 The Employer shall supply the necessary facilities for the grievance meetings.
- L7.08 By mutual agreement the parties may place a grievance in abeyance for the purposes of using the services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE L8 - ARBITRATION

- L8.01 Either party may refer a grievance, not settled within the foregoing procedure, to arbitration. The reference to arbitration will be made within forty-five (45) calendar days of the completion of Step 2 unless said time period is extended by mutual consent.
- L8.02 The parties will attempt to agree to a mutually acceptable Sole Arbitrator or the parties will attempt to agree to the composition of an Arbitration Board by way of appointing nominees who will in turn agree upon a Chairperson. If the two nominees fail to agree upon a chair, the Minister of Labour of the Province of Ontario upon the request of either party, shall make the necessary appointment of the Chair. The decision of a majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chair shall be the decision of the Board of Arbitration and such decision shall be final and binding upon the parties and upon any employees affected by it.
- L8.03 None of the foregoing provisions prevent either party from making an application under the current Section 49 of the OLRA, 1995 for a statutory expedited arbitration.
- L8.04 None of the foregoing provisions prevent the parties from agreeing to a reference to an arbitrator on a Mediation/Arbitration basis.
- L8.05 Each of the parties will bear the expenses of their nominee, if applicable, and one half of the expenses of the Chair of the Board or Sole Arbitrator, as the case may be.
- L8.06 It is understood by the parties that if an Arbitrator is selected under Article 8.02, the Arbitrator shall have the same power as that provided by the Ontario Labour Relations Act (1995).
- L8.07 The Board of Arbitration or Sole Arbitrator shall not have jurisdiction or authority to alter or in any way modify the provisions of this Agreement, or to substitute any new provisions

in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this collective agreement, unless such change is required by any Act or regulatory legislation.

ARTICLE L9 - DISCHARGE, SUSPENSION AND DISCIPLINE

- L9.01 A claim by an employee (who has completed their probationary period and who has been discharged or suspended from the employ) that their discharge or suspension was without just cause shall be treated as a grievance. Such grievance shall commence at Step 2 of the grievance procedure as herein provided.

An employee is entitled to be notified at a meeting with management of the reasons for imposing suspension or discharge unless the member is a danger to him/herself or others. Management shall advise the member and the Union representative in advance of the time and place of the meeting.

- L9.02 Such grievance may be settled by confirming the employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or if necessary an Arbitrator or a Board of Arbitration.
- L9.03 An employee who has completed their probationary period may be dismissed but only for just cause. When an employee is discharged or suspended they shall be given the reason in the presence of their steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- L9.04 The disciplinary record of an employee, shall be purged and will not be used against him/her at any time in the following instances:
- a) when twenty-four (24) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction;
 - b) when eighteen (18) months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar and/or other infraction.
- L9.05 Letters of Counsel shall be purged from the employee's personnel file when twenty-four (24) months have elapsed from the date of issuance of the letter. After removal from the personnel file the Letter of Counsel shall be maintained in the HR Consultant's management file.

ARTICLE L10 - NO STRIKES OR LOCKOUTS

- L10.01 It is agreed that there will be no lock-outs by the Employer and no strikes by the Union as long as this Agreement continues to operate.
- L10.02 No employee covered by this Agreement will be required to perform work normally done by any other employee of the Employer engaged in a legal strike or lockout.

ARTICLE L11 - SENIORITY

- L11.01 Seniority is defined as the length of service in the bargaining unit with the Employer or any predecessor school board and shall be used in determining preference for promotions, transfers, demotions, layoff and recall. Seniority shall operate on a bargaining unit wide basis.

Employees of the other Local 1480 bargaining unit, provided there has been no break in service, who become members of this bargaining unit as per article 12 subsequent to January 1, 1998, shall carry over their seniority as though it was service in this bargaining unit.

- L11.02 Newly hired employees for permanent positions shall be considered to be on probation until they have worked a total of 80 (eighty) worked days from the date of hiring. During the probationary period, employees shall not be entitled to grieve a discipline, suspension, lay-off or discharge and shall not be eligible for fringe benefits detailed under Articles 21.01 to 21.03 inclusive until after the third month of the probationary period. After completion of the probationary period, seniority and sick leave credits shall be effective from the original date of employment.
- L11.03 The Employer agrees to issue seniority lists electronically by May 1 of each year showing seniority status, classification, and site location of each employee and to furnish a copy of such lists to the Union.

Should an employee question the accuracy of their relative seniority status or documentation used to determine their relative seniority status as depicted on the seniority list, the employee shall notify the Union and the Board in writing to this effect. The parties and the employee shall meet within ten (10) working days after the Board receives any such written notification to resolve the matter.

Any discrepancies in seniority must be brought to the attention of Human Resources by June 30 of each year. The Employer agrees to correct any errors as mutually agreed upon. No change shall be made in the seniority status of an employee without consultation with the Union.

L11.04 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall forfeit all seniority rights in the event that:

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns or retires;
- c) the employee is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer unless such notice is impossible;
- d) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- e) the employee is laid off for a period longer than twenty four (24) months or the length of their seniority, whichever is the lesser;
- d) after the employee has exhausted benefits of the Short Term Sick Leave Plan, if they are unable to work due to incapacity from illness or injury (not covered by Workplace Safety Insurance Act) for a period exceeding two (2) years subject to Article 19.09;
- e) they are unable to work for a period exceeding two (2) consecutive years due to illness or injury covered by the Long Term Disability Plan subject to Article 19.09;
- f) they are unable to work for a period exceeding two (2) consecutive years due to incapacity from an injury covered by the Workplace Safety Insurance Act subject to Article 19.09.

L11.05 The Employer agrees that once per year, they will provide to the Local Union Officers a list of the names, addresses, telephone numbers, classification and school location of all employees represented by the Local Union.

By ratification of this agreement by members of the Local, they agree that the Employer can provide the information in the first paragraph and it is not a violation of the Freedom of Information Act.

When new employees are hired, they shall be advised that as a condition of employment they agree that information in the first paragraph will be provided to the Union officers.

The Union agrees to save the employer harmless with respect to the provision of any and all information disseminated through the use of this article.

L11.06 No employees shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

L11.07 The seniority order of employees with the same seniority date shall be determined by a lottery drawing of names with the names first drawn being deemed to have the highest ranking of those with the same date and the names subsequently drawn being deemed to be next in the same order as they are drawn.

This process shall be conducted immediately after the signing of the collective agreement for same seniority dates which exist as at that time.

Same seniority dates that arise at any time after the foregoing initial determination shall be determined immediately after they are created.

ARTICLE L12 - PROMOTIONS AND STAFF CHANGES

L12.01 When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall notify the Union and send a notice of the position to each electronic site location for posting for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application therefore. A copy of the posting will be sent to the Recording Secretary of the Union on the same day as the notice of position is issued for posting. Working days are defined as the Employer's normal working days.

The Board will complete the recruitment process within thirty (30) working days of the position becoming vacant.

L12.02 Such notice shall contain the existing information now used by the Employer (Former Frontenac County Board of Education). When the employer decides to alter or add qualifications to a position they shall first consult with the Union.

L12.03 Both parties recognize:

- a) The principle of promotion within the service of the Employer.

- b) That job opportunity should increase in proportion to length of service with ability to perform the work available.
- L12.04 In making staff changes or promotions, the employee having the required qualifications, and who is most senior of those who have applied shall be selected.
- L12.05 If an employee is successful in their application for a transfer, the appointment will be considered temporary for a period of forty (40) worked days. Conditional on satisfactory service and with the agreement of the employee such transfer shall become permanent after the period of forty (40) worked days. In the event the transfer does not become permanent the employee shall be returned to their former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position without loss of seniority and prior wages or salary. If an employee is returned to their former position they will not be considered for another transfer for a period of six (6) months from the date of their return.
- L12.06 If an employee is successful in their application for a promotion they shall be placed on trial for a period of sixty (60) worked days, excluding July and August. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty (60) worked days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and prior wages or salary. If the original applicant is returned to their former position they will not be considered for another promotion for a period of six (6) months from the date of their return.
- L12.07 The Union shall be notified within ten (10) days of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment of members in the Bargaining Unit. For the purposes of this article, hirings, lay-offs, transfers, recalls and terminations of employment appointments are deemed to have taken place subsequent to Board approval.
- L12.08 Employees shall endeavour to give the Employer at least (2) weeks' notice on resignation/retirement but shall endeavour to notify the Employer at least six weeks in advance or by May 15th if the retirement/resignation commences at the beginning of the next school year.
- L12.09 When a temporary vacancy occurs for a period of three (3) months or longer for a Head Caretaker or Maintenance Department, Courier, Float or Cafeteria position, the vacancy

shall be posted. The vacancy that occurs as a result of an employee moving into the temporary vacancy will also be posted and any subsequent vacancies arising as a result shall not be posted but may be filled by a qualified employee at the same work site. If no employee at the existing work site assumes the temporary position then the position shall be filled by a casual employee. The successful employees shall revert back to their original position(s) at the end of the temporary period. This article is intended to operate for the purpose of providing an opportunity for employees in lower rated positions to gain on the job experience and for that reason no employees who are already incumbent in the classification posted will be considered.

- L12.10 When it appears that there may not be an internal applicant for a posted vacancy, the vacancy may be advertised externally during the internal posting period. However, any internal applicants will have absolute priority over outside applicants should there be internal applicants who meet the conditions of Article 12. Applicants from the other Local 1480 Bargaining Unit who meet the conditions of Article 12 shall be considered prior to consideration of external applicants. The Employer, however, is under no obligation whatsoever to select applicants from the other Local 1480 Bargaining Unit.
- L12.11 No employee shall be transferred/assigned to a different work location without exhausting available float employees. The Employer will endeavour to replace the transferred/assigned employee.

ARTICLE L13 - LAYOFFS AND RECALLS

- L13.01 Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees. Both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, and in accordance with Article 13.02. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.
- L13.02 Recognizing the principles of Article L13.01, the parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower classification, provided the employee exercising their right is qualified to perform the work of the employee they are displacing. Should the displaced employee not have any other option than to bump into a lower classification position, then the initial employee affected by layoff shall be allowed to bump into a position of higher classification providing they are qualified to perform the work of the employee they are displacing. Further instances of bumping up may occur as necessary depending upon the number of employees with no other option than to bump into a lower classification. The number of instances bumping up may occur during the course of a layoff shall be made by Mutual Agreement between the parties.

This practice is intended to operate so as not to allow more junior employees affected by layoff preferential placement over more senior employees.

When an employee exercises their bumping privilege, they shall not be entitled to a further bump should they find their new job unacceptable. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee has no one to displace or bump, then that employee shall be laid off in accordance with the provisions of Article L13.

Employees affected by the bumping procedure shall have up to seventy-two hours (72) to make their decision. The parties agree to work together to expedite the process to minimize the impact of a prolonged bumping process on employees.

- L13.03 An employee receiving notice of layoff must indicate in writing to the Human Resources Consultant, within ten (10) working days of receiving written notification that their position has been declared surplus that they wish to displace (bump) or accept the layoff. If written notification is not received in the time periods referred to above, they shall be deemed to have opted to be laid off.
- L13.04 No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to do the work available.
- L13.05 The Employer shall provide the Union with no less than forty (40) working days' notice of the proposed layoff or elimination of position.
- L13.06 The Employer shall notify the employees, who are to be laid off, thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to thirty (30) full days after notice of layoff, they shall be paid in lieu of work for that part of thirty (30) days during which work was not made available. For employees with less than one (1) years' service, layoff notice shall be ten (10) working days' notice or ten (10) days' pay in lieu of work.
- L13.07 Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 of the grievance procedure.
- L13.08 Both parties understand and agree that no regular employee shall be subject to layoff or reduction in their regular hours while any casual employee is employed in a capacity the affected employee is qualified and willing to perform. It is understood that the Employer will use its best efforts to expedite the review and testing process if required.
- L13.09 The parties agree that Board employees who have had their hours or position reduced as a result of a school closure will have bumping rights as if a layoff had occurred.

ARTICLE L14 - HOURS OF WORK

- L14.01 The normal work week shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Friday inclusive, and in accordance with the following:

Maintenance, and Courier/Warehouse Employees’ Daily Hours of Work

Maintenance, and courier/warehouse employees’ daily hours of work shall consist of a total of eight and one-half (8½) hours with one-half (½) hour unpaid lunch. The day shall not commence before 7:00 a.m. nor finish later than 4:30 p.m.

Head Caretakers - Daily Hours of Work

Day Shift

The day shift shall not commence before 6:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour day shift shall be spread over a period longer than nine (9) hours with one (1) hour off for an unpaid lunch. During periods when there is no regular school, the day shift lunch period may be reduced by mutual agreement.

School locations that, as of December 1, 1999, operate using a two hour unpaid lunch period may continue to do so based on the following:

The day shift shall not commence before 6:00 a.m. nor finish later than 6:00 p.m. No eight (8) hour day shift shall be spread over a period longer than ten (10) hours with two (2) hours off for an unpaid lunch. It is agreed that the two (2) hour lunch break may be extended by mutual agreement between the Employer and the employee concerned and the shift premium shall be paid for those days. During periods when there is no regular school, the day shift lunch period may be reduced by mutual agreement.

The two hour lunch is not applicable at school locations where there are permanent employees regularly assigned to the evening shift.

Caretakers - Daily Hours of Work

Day Shift

The day shift shall not commence before 7:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour day shift shall be spread over a period longer than nine (9) hours with one (1) hour off for an unpaid lunch. During periods when there is no regular school, the day

shift lunch period may be reduced by mutual agreement.

School locations that, as of December 1, 1999, operate using a two hour unpaid lunch period may continue to do so based on the following:

The day shift shall not commence before 7:00 a.m. nor finish later than 6:00 p.m. No eight (8) hour day shift shall be spread over a period longer than ten (10) hours with two (2) hours off for an unpaid lunch. It is agreed that the two (2) hour lunch break may be extended by mutual agreement between the Employer and the employee concerned and the shift premium shall be paid for those days. During periods when there is no regular school, the day shift lunch period may be reduced by mutual agreement.

The two hour lunch is not applicable at school locations where there are permanent employees regularly assigned to the evening shift.

Evening Shift

The evening shift shall consist of a total of eight (8) consecutive hours with a one-half (1/2) hour paid lunch period that shall be taken in the school. The evening shift shall not commence before 2 p.m. nor end later than midnight.

Employees required to work evening shift shall receive a shift bonus as follows:

Effective September 1, 2019: \$.95 cents per hour

Effective September 1, 2020: \$.96 cents per hour

Effective September 1, 2021: \$.97 cents per hour

For the purpose of administering the shift bonus for Less Than Eight (8) Hour Caretakers, employees working the majority of their hours after 5 p.m. will be entitled to receive a shift bonus.

Less than Eight (8) Hour Caretakers' Daily Hours of Work

The hours of work of Less than Eight (8) Hour Caretakers shall be as follows:

- a) starting time shall be between the hours of 2:00 p.m. and 5:00 p.m.

The above starting times for Less than Eight (8) Hour Caretakers may be amended by mutual agreement between the employee and the Employer.

- L14.02 Employees working six (6) hours per day or more shall be permitted a fifteen (15) minute rest period both in the first and second half of each shift. Employees working more than three (3) but less than six (6) hours per day shall be entitled to one fifteen (15) minute rest period per day. Employees working three (3) hours per day shall be entitled to one ten

(10) minute rest period per day.

- L14.03 During July and August, caretakers who work less than eight (8) hours per day shall be allowed to work their regular hours per day or work a full eight (8) hours per day until their allotted regular hours for July and August are completed. If the employee chooses the eight (8) hours per day provision, the actual day that the employee will report to work shall be at the discretion of the head caretaker and Operations Supervisor provided it does not interfere with the employee's regular vacation period.
- L14.04 Full-time employees assigned to shift work shall be notified in writing at least seven (7) working days in advance of any change of their assigned shift. In the event of extenuating circumstances, this time period may be waived.
- L14.05 Employees shall work day shift during July and August in all schools except schools that have summer school, night school or public use of schools and when the school cannot be maintained by the day shift only.
- L14.06 In schools where there is no eight (8) hour evening caretaker, the caretaker's hours of work may be adjusted outside of the agreed upon hours of Article 14.01 so as to cover community use of schools. Should this occur, the employee will be paid one extra hour's pay at straight time to cover the time necessary to lock up and secure the building. At no time will a less than eight (8) hour caretaker be required to work past 9:00 p.m.
- L14.07 During the school summer vacation period, employees shall be entitled to elect to work a regular summer work week over a four (4) day period. The four (4) day work week shall be Monday to Thursday. Employees shall work nine (9) hours exclusive of a one-half (2) hour paid lunch period. Employees shall work their regular hours during the first and last week of the school summer vacation period. The above schedule will not apply during the week of the Civic Holiday when the work week shall be from Tuesday to Friday, inclusive. Schools must schedule a five day operation to accommodate program needs where required.
- L14.08 In the event that scheduling will permit, it is not a violation of this agreement for the hours of work to be amended by mutual agreement of the employee and the Employer to provide for a four (4) day week at nine (9) hours per day, Monday to Thursday, with no loss of weekly salary.
- L14.09 Notwithstanding Article 14.01, Hours of Work for Maintenance Employees, the Union agrees that it may be necessary for the Employer to schedule Painters to work the evening shift. Should this occur, the Employer agrees that each painter shall not be scheduled to work more than twenty (20) weeks on evenings during a calendar year. However, each employee currently in the position of painter as of the signing of this agreement, shall not be scheduled to work more than twenty (20) shifts on evenings during a calendar year. If and when evening shifts are scheduled then forty-eight (48)

hours' notice must be given in writing for the temporary shift change, with the understanding that no Friday evening work will be scheduled on short notice and the Employer must give full notice in writing for Friday evening work in accordance with Article 14.04. The Employer agrees that there will be a minimum of two (2) painters assigned to the same evening shift job if no caretaking staff are on the site. The Employer further agrees that no painter shall be assigned to evening shifts during the months of June, July and August or during the Christmas School Break.

- L14.10 The Parties agree that in no case shall general student supervision be assigned to employees of this Bargaining Unit unless in emergency situations.

ARTICLE L15 - OVERTIME

- L15.01 An employee who is required to work overtime shall be paid at the rate of time and one-half of their basic straight time hourly rate for all hours worked in excess of eight (8) hours in any one day Monday to Friday inclusive and for all hours worked on a Saturday, and at the rate of double hours basic straight time hourly rate for all hours so worked on a Sunday, on vacation with pay, or on a recognized holiday in accordance with Article 16.01. It is agreed that Article 15.05 is not applicable whatsoever with respect to "on vacation with pay" as outlined above.

- L15.02 Employees shall be entitled to the following regarding overtime payment:

- a) the employee shall be paid; or
- b) the employee shall be able to save their overtime to be used at a later date as time off with pay, it being understood that overtime rates that apply shall be converted to straight time hours and no employee shall be allowed to accumulate a total one-time of over eighty (80) hours. The actual time off shall be by mutual agreement. If an employee exercises the option for time off with pay, the decision shall be binding and the employee may not later, except by mutual agreement, request pay in lieu of time off.

An exception to this Article shall be those employees who are called in before the normal starting time for the purpose of snow plough operations. These employees shall be paid overtime from the time they report to work until their normal starting time, and then shall be paid their regular rate until they have completed eight (8) hours of work. At that time, the employee shall have the option of going home unless their services are required or remaining on the job at their straight time regular rate until their normal quitting time.

The Board shall make every reasonable effort to call in bargaining unit craftspersons prior to going to outside contractors.

- L15.03 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates. Caretakers shall respond only when required to do so by the Police Department, Fire Department, School Principal, or The Operations Supervisor or their delegate or an alarm company.

An employee who is called in and required to work outside their regular working hours between 12:00 midnight and 6:00 a.m. or from 12:00 midnight Friday to 6:00 a.m. Monday shall be paid for a minimum of three (3) hours at overtime rates.

- L15.04 Caretakers working less than eight (8) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day and for all work performed on Holidays and regular days off.

This does not apply to part-time employees who are required to cover community use of the school or to do work other than the work part-time employees normally perform. Such work is to be paid at rates of pay according to Schedule "A".

- L15.05 Opportunities for overtime and call back time (excluding alarm call back) shall be divided equally among the employees who are willing and qualified to perform the work that is available.

If no employee voluntarily agrees to work the necessary overtime or is unavailable, then the Employer may assign another employee from another work location who is willing to carry out the duties.

For the purpose of clarity, Maintenance Department employees shall be considered a group. Caretaking staff in a school shall be considered a group. The Board shall make every reasonable effort to call in bargaining unit craftspersons prior to going to outside contractors.

Casual employees may be scheduled for work on weekends or on overtime during July and August once qualified regular employees who have indicated their availability and are available, have declined the offer.

ARTICLE L16 - HOLIDAYS

L16.01 The paid holidays recognized by the Employer will be as follows:

Good Friday	Canada Day
Easter Monday	Civic Holiday
Victoria Day	Labour Day
Thanksgiving Day	Family Day

During the Christmas/New Year's Holiday Period the parties will agree to a holiday schedule that consists of the following:

4 Paid Holidays
Christmas Day
Boxing Day
New Year's Day

Within one (1) month following Board/Ministry approval of the school year calendar, the specific dates for the next Christmas/New Year's Holiday Period will be communicated by the Employer to the Union and staff.

Whenever a holiday listed above falls on a Saturday or Sunday (except for Christmas Season holidays), the preceding Friday or the following Monday shall be declared a holiday. Choice of the Friday or Monday shall be by mutual agreement between the parties.

L16.02 Ten month employees shall not receive payment for the Civic Holiday.

ARTICLE L17 - VACATION

L17.01 An employee shall earn vacation credits at the following rates:

- a) .83 days per month during the first year of continuous service (12 months' 10 days);
- b) one and one-quarter (1 1/4) days per month after one (1) year of continuous service (12 months' 15 days);
- c) one and two-thirds (1 2/3) days per month after four (4) years of continuous service (12 months' 20 days);

- d) two and one-twelfth (2 1/12) days per month after thirteen years of continuous service (12 months' 25 days);
 - e) two and one-half (2 1/2) days per month after twenty (20) years of continuous services (12 months' 30 days).
- L17.02 If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.
- L17.03 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- L17.04 Vacation shall be granted on the basis of seniority with the Employer in each school and in the maintenance department. Therefore, the employee in a school with the most overall seniority shall have their choice first. Each employee shall select one unbroken period as their first choice. An unbroken period shall be consecutive days in one period up to the maximum vacation entitlement of the employee. If the senior employee's first choice does not equal their total entitlement, then after the other employees in the same school have selected their first choice then the process shall start again beginning with the most senior employee. This process shall continue until all employees have completed their selections in accordance with Article 17.06.
- L17.05 Vacation shall be limited to twenty-five (25) instructional days per year for Caretaking and Cafeteria staff only.
- L17.06 Provided that the Board has provided, in writing by March 1st of the current year, the appropriate scheduling printouts to employees, as well as each employee's current entitlement, banked vacation, and vacation taken to date in the current year, requests for vacation shall be submitted by April 1st of each year listing the employee's first choice. Otherwise all deadlines will be advanced accordingly. In accordance with Article 17.04 vacation schedules shall be completed, and placed on the bulletin board at the worksite by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off or on the day requested or accepted by the employee.
- L17.07 An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the employer. It is agreed that all employees, if required, will report back to work for the last week of August.
- L17.08 An employee is entitled to vacation credits under section 17.01 in respect of a month or

part thereof in which they are at work or on leave with pay or on maternity leave or Union leave not exceeding one month.

- L17.09 An employee is not entitled to vacation credits under section 17.01 in respect of a whole month in which they are absent from duty for any reason other than paid vacation, leave of absence with pay, or less than 8 hour Caretakers (Article 14.03)
- L17.10 An employee shall be credited with their vacation for a calendar year at the commencement of each calendar year plus previous year's vacation entitlements not used subject to Article 17.11.
- L17.11 An employee may accumulate vacation to a maximum of twice their annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by 31 December of each year. Effective June 30, 1998 a ten (10) month employee shall be required to reduce their accumulation to a maximum to one (1) year's accrual by 30 June of each year.
- L17.12 On commencing employment, an employee shall be credited with prorata vacation for the balance of the calendar year but shall not be permitted to take vacation until they have completed six (6) months of employment, except for employees covered under Article L17.16.
- L17.13 Where an employee leaves the Board's employ prior to the completion of six (6) months of employment, they are entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment.
- L17.14 An employee who has completed six (6) months of employment shall be paid for any accrued and unused vacation credits at the date they cease to be an employee, or at the date they qualify for payments under any Long Term Disability plan the parties may agree to, and any salary paid for unearned vacation used up to that time shall be recovered by the employer from any monies owing to that Employee.
- L17.15 In the calendar year in which an employee retires and provided they work until August 31 of that year (ten (10) month employees 30 June) they shall receive full vacation rates calculated as though they had worked the full calendar year.
- L17.16 Employees who normally do not work during the Christmas Break and the Winter Break shall be allowed to take their vacation entitlement with pay for those days that they would not receive pay.
- L17.17 Employees who normally work less than twelve (12) months per year shall have their actual vacation entitlements prorated.

For purposes of progressing through the vacation schedule ten (10) month employees shall be credited with twelve (12) months service.

ARTICLE L18 - LEAVE OF ABSENCE

L18.01 Leave of Absence Without Pay

The Employer may grant leave of absence without pay to an employee for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons and forwarded to the appropriate Area Supervisor for recommendation. The request will then be forwarded to Human Resources for final approval. A leave of absence shall not be taken without first obtaining the formal approval of the Employer. During the period of the leave without pay, provided that it exceeds one month, the Employee shall pay the premiums contained in Articles 21.02.

L18.02 The extension of any leave of absence granted by the Employer beyond its date of expiry shall be at the sole discretion of the Employer.

L18.03 Union Leave

At the request of the Union, the Employer shall grant members of the bargaining unit Union release time. Such requests shall be made in writing and will not be unreasonably denied by the Employer. The Employer shall bill the Union for any lost wages. Billing to the Union for reimbursement for such time will be completed quarterly (end of March, June, September, December).

L18.04 Bereavement Leave

Leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of five (5) working days in case of death of an employee's spouse, child, (including unexpected loss of an unborn child) or other dependent or person that the employee or the employee's spouse has guardianship of, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents or grandchild, daughter-in-law or son-in-law, mother or father. Additionally, leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of three (3) working days in case of death of an employee's niece, nephew, aunt or uncle.

For clarity purposes, 'step' relatives are deemed to be relatives; for example a stepbrother is a brother.

During the employee's actual vacation leave, should they become eligible for bereavement leave as covered in this Article, they shall be entitled to an additional equal number of vacation days to equal the days lost for such bereavement leave in accordance with this Article.

Leave without loss of pay as provided for in Article 18.04 above may or may not be taken consecutively.

L18.05 Public Office Leave

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority and without pay so that employees may be candidates in a federal, provincial or municipal election.

Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without loss of seniority, by the Employer, for a period of up to one year. Such leave shall be renewed each year, on request, during the term of their office.

L18.06 Pallbearer Leave

One (1) day leave shall be granted without loss of salary or wage to attend a funeral as a pallbearer.

L18.07 Jury Duty Leave

Leave of absence without loss of seniority shall be granted to an employee who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which he or she is not a party or one of the persons charged, is absent from duty. The Board shall pay such an employee the employee's regular salary provided the employee presents proof of service to the Board. The employee shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the employee receives as a juror or as a witness. Such leave is not deducted from sick leave.

PREGNANCY LEAVE (The following is a superior provision as per LOU#2)

L18.08 Pregnancy Leave shall be granted in accordance with the provisions of the Employment Standards Act, as amended.

L18.09 Pregnancy Leave of up to seventeen (17) weeks shall be granted to a member who has worked for the Board for at least thirteen (13) weeks as follows:

- a) Pregnancy Leave shall be for a seventeen (17) week period or such shorter period as the employee may request.
- b) Pregnancy Leave may commence no earlier than the day that is seventeen (17) weeks before the employee's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier.

- c) An employee must give the Board at least two (2) weeks written notice of the date the Pregnancy Leave is to begin and submit a medical certificate from a qualified medical practitioner stating the anticipated date of birth. Employees are encouraged to give earlier notice, if possible, to assist the Board in the staffing process.
- f) The Pregnancy Leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return.

Presumptive Period of Recovery

- L18.10 a) An employee going on pregnancy leave and who is eligible for Employment Insurance (E.I.) benefits as outlined above shall be paid a Supplemental Unemployment Benefit (SUB) for the presumptive period of recovery (first thirty days following birth of the child) as defined in Article 18.14 (a)(i).
 - b) The pregnancy leave top-up for this period shall provide for the difference between what an employee received from E.I. and one hundred percent (100%) of her regular weekly rate for a maximum of the six week presumptive period of recovery.
 - c) This pregnancy leave SUB top-up will be payable only for those days during the six week period which fall on regular work days. It is understood that employees who access the SUB top-up shall not have a deduction from sick leave for that period.
 - d) It is understood by both parties to this agreement that the Pregnancy Leave SUB top-up set out herein is based upon and is subject to Employment Insurance Regulations and procedures. It is also understood that time using Pregnancy Leave SUB top-up in these circumstances counts as time for the purposes of Pregnancy Leave.
 - e) To access Pregnancy Leave SUB top-up, a request shall be made, in writing to the Superintendent of Human Resources at least two weeks in advance of the anticipated date of birth. To receive pay, the employee must also provide the Board with verification of the approved Employment Insurance claim indicating the amount of Employment Insurance paid to the employee, and an indication of the dates that the waiting period was served. This Pregnancy Leave SUB top-up will be payable only for those days during the six week period which fall on regular working days.
- L18.11 An employee going on Pregnancy Leave who is not eligible for Employment Insurance Benefits may request sick leave, without providing further medical documentation, for up to the first thirty (30) days from the date of delivery provided such employee has at least thirty (30) days of sick leave to her credit. Should the employee require additional sick leave beyond the thirty (30) days, the employee shall be required to provide medical evidence from her physician. It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave. Sick leave benefits shall not be accessed by the employee if the days fall outside her working period (i.e.

December Break, mid-Winter Break, Summer Break). It is understood that employees electing to access accumulated sick leave will have an equivalent amount of sick leave deducted from their sick leave bank for that period.

PARENTAL LEAVE

L18.12 Parental Leave shall be granted in accordance with the Employment Standards Act, as amended. Parental Leave shall be granted to a member who has worked for the Board at least thirteen (13) weeks as follows:

- a) Parental Leave shall be for up to thirty-five (35) weeks if the member has also taken a pregnancy leave or up to thirty-seven (37) weeks if the member has not taken a pregnancy leave.
- b) The Parental Leave of an employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) Parental Leave may begin not more than fifty-two (52) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- d) The employee must give the Board at least two (2) weeks written notice of the date the leave is to begin. Employees are encouraged to give earlier notice, if possible, to assist the Board in the staffing process.
- e) An employee who wishes to end Parental Leave sooner than expected may do so if the member gives the Board at least four (4) weeks written notice before the desired date of return.
- f) It is understood and agreed that the employee shall give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the employee to commence leave immediately when the child becomes available.

L18.13 PROVISIONS APPLICABLE TO BOTH PREGNANCY AND PARENTAL LEAVES

An employee on Pregnancy Leave and/or Parental Leave as defined in the Employment Standards Act, as amended, shall continue to be entitled to the following:

- a) Seniority, credit for experience and length of service for sick leave entitlement continue to accrue during Pregnancy and/or Parental Leave as defined in this Article.
- b) The Board will continue to pay its share of the applicable benefit premiums subscribed to by the employee prior to the commencement of the leave provided the employee pays

for their share of the applicable benefit premiums.

- c) At the completion of the Pregnancy and/or Parental leave, the Board shall place that employee in the employee's former position subject to the staffing provisions of this Collective Agreement.
- d) It is understood that the employee on Pregnancy/Parental leave shall be subject to the layoff and recall provisions as set out in Article 13 of this Collective Agreement.

L18.14 SUPPLEMENTARY UNEMPLOYMENT BENEFITS (SUB) PLAN

Payments made during the Pregnancy and Parental Leave according to the Supplementary Unemployment Benefits (SUB) shall be as follows:

- a) In the case of Pregnancy Leave,
 - i) for the six (6) week period immediately following the birth of the child, and in accordance with Article 18.10, the Board shall pay a top-up as supplement to the employee's Employment Insurance Pregnancy benefit. The amount of the supplement shall be equal to the difference between the employee's weekly employment insurance benefit and the employee's weekly wage and in accordance with the provisions of Article 18.10.
 - ii) for the remaining eleven (11) weeks of the seventeen (17) week period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the employee's Employment Insurance Pregnancy benefit equivalent to the difference between the employee's weekly Employment Insurance benefits and seventy-five (75%) percent of the employee's weekly wage. It is agreed that the one week waiting period, if applicable is included in this eleven (11) week period.
- b) In the case of Parental Leave, two (2) weeks payment equivalent to seventy-five (75%) percent of the employee's weekly wage, followed by up to fifteen (15) weeks payments equivalent to the difference between the employee's weekly rate of Employment Insurance benefits and seventy-five (75%) percent of the regular weekly wage, with no deduction for sick leave. It is understood that an employee that receives SUB under the Pregnancy Leave provisions shall not be entitled to further SUB under the Parental Leave provisions.
- c) Where an employee becomes eligible for an annual increment during the period of Pregnancy/Parental Leave, payments under (a), (b), shall be adjusted accordingly.
- d) Employees disentitled or disqualified from receiving E.I. benefits are ineligible for

SUB top-up.

- e) Employees do not have a right to SUB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- f) The employee must provide the Board with the proof that they are receiving E.I. benefits before SUB is payable.
- g) It is understood that an employee on pregnancy and/or parental leave who is in receipt of SUB benefits shall not be paid in excess of their annual salary.
- h) Employees taking advantage of the SUB plan will return to work and remain in the service of the Board for a period of at least four (4) months after their return to work: and that they will return to work on the date of expiry of their pregnancy and/or parental leave, unless this date is modified with the consent of the Board or unless the employee is thereupon entitled to another leave provided for in this Agreement. Should the employee fail to make himself/herself available to return to work, the employee recognizes that they are indebted to the Board for the amount received through the Pregnancy or Parental SUB plan.
- i) Upon written request, an extended leave of absence without pay, and without loss of seniority may be approved by the Board for a period no longer than two (2) years inclusive of the twelve months leave provided in this Article.

L18.15 Parenting Leave

Parenting Leave with pay, to a total of five (5) days per year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the Superintendent of Human Resources or designate, in consultation with the employee's supervisor, and shall not be deducted from sick leave. It is understood that employees who take pregnancy leave are not eligible for this leave.

L18.16 Election Leave

Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

L18.17 Personal Leave

Personal leave with pay, to a total of five (5) days per school year, may be granted for reasons which are unavoidable or extraordinary. Personal Leave also may be granted for parental reasons which are unavoidable and are directly related to the emergency care of the employee's children not older than seventeen years. However, consideration for personal leave may be given in emergency circumstances involving children 18 years and

older. Child Care issues do not qualify as personal leave.

Personal Leave, may be granted at the discretion of the Human Resources Consultant in consultation with the employee's Supervisor. A year is defined as July 1 to June 30 for personal leave entitlement and record keeping.

Days for which Personal Leave is granted are not deductible from short-term sick leave. Personal leave is not cumulative.

L18.18 X/Y Leave

The X/Y Leave Plan forms part of this agreement and is attached as schedule X. (Note: Deadline for application is January 15)

L18.19 Union Leave

The Employer agrees that the Local Union President, or designate, may be absent from work up to one hundred (100) days per year for the purpose of taking care of Local Union business with the understanding that the Union will give as much notice as possible prior to the actual absence.

The Employer further agrees that the employee will be paid their normal day's wages, benefits will be continued, and that the Local Union shall be billed for the amount of monies paid to the employee or on behalf of the employee and the Employer shall be reimbursed immediately for any cost.

L18.20 Union President Leave

When specifically requested by the Union the Employer agrees to grant an unpaid leave for the Local President for one-half (½) of each of their scheduled work days for the purposes of attending to Local Union business and to provide improved availability to deal with matters which require discussion with the Employer.

L18.21 Graduation Leave

The necessary time (up to one (1) day maximum) is granted for an employee to attend their own graduation ceremonies, or those of their own son, daughter, husband, wife, common-law spouse or same sex partner, grandparent or grandchild from a secondary or post-secondary institution.

L18.22 Severe Weather

The Employer agrees that, in the event of extremely severe weather, (e.g. cancellation of bus transportation which impacts the employee, or if a public road is not ploughed for the day (i.e. impassable)) an employee will not suffer any loss of wages provided that they report to their school or worksite, if and when it becomes safe to do so for that portion of the shift remaining. The employee, after consultation with the Site Administrator, Area

Supervisor, or Supervisor (as applicable) shall be directed to report to an alternate site, or report to the nearest school, or report late to their school/site when road conditions permit. Should weather clear before the next shift is scheduled to commence, employees on that shift will be expected to work, otherwise the same conditions noted herein for day shift employees shall apply.

FAMILY MEDICAL LEAVE

- L18.23 a) Family Medical leave shall be granted in accordance with the Employment Standards Act as amended.
- b) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to a family member if a qualified health practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks or such shorter period as may be prescribed.
- c) For the purposes of this Article “Family Member” is as defined in the Employment Standards Act and Ontario Regulation(s) as amended.
- L18.24 The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in 18.23 b) begins.
- L18.25 The employee may not remain on a leave under this section after the earlier of the following dates:
1. The last day of the week in which the individual described in Article 18.23 c) above dies.
 2. The last day of the week in which the period referred to in 18.23 b) above ends.
- L18.26 If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in 18.23 b) above that applies to the first certificate issued for the purpose of this section.
- L18.27 A request for Family Medical Leave shall be made in writing through the employee’s supervisor and Superintendent of Human Resources. The request shall also include the dates on which the employee intends to leave and return to active employment.
- The employee will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.
- L18.28 An employee may take a leave under this section only in periods of entire weeks.

- L18.29 An employee on Family Medical Leave shall continue to be entitled to all benefits which would have been received if the employee had been actively employed. These include:
- a) seniority, and experience
 - b) employee benefits
- L18.30 An employee returning from Family Medical Leave shall be reinstated to the same position held in the same worksite prior to the leave.
- L18.31 The Employer will provide a Supplemental Unemployment Benefit plan for:
- a) The two (2) week waiting period during which time the member will receive payments equivalent to 60% of salary and allowances that would have been received had the employee not been on leave; and,
 - b) up to six (6) additional weeks' payment equivalent to the difference between the Employment Insurance Benefits the employee is eligible to receive and 60% of the salary and allowance that would have been received had the employee not been on leave.
 - c) Employees disentitled or disqualified from receiving E.I. benefits are ineligible for SUB.
 - d) The employee must provide the Board with the proof that they are receiving E.I. benefits before SUB is payable.
 - e) Employees do not have a right to SUB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
 - f) No supplemental benefit will be paid under this plan for a week which falls outside the employee's normal work year.

ARTICLE L19 - SHORT TERM SICK LEAVE PLAN

(The following is in addition to C6.0 & LOU #8)

- L19.01 Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, but less than a full day, shall be deducted as one-half (½) day. However, the parties agree that where an employee is participating in a return to work arrangement, their hours not worked shall be deducted from their sick leave by the hour. Should the employee's sick leave be exhausted, hours not worked shall be without pay.

An employee will report an absence to the voicemail of the appropriate Area Supervisor within at least one (1) hour prior to normal starting time but shall endeavour to report as soon as possible.

- L19.02 In all cases of prolonged illness, a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying to the illness of the employee, may be required monthly before any payment for short term sick leave is made.

The Employer may, at any time, request an employee to submit a certificate of health signed by an appropriate licensed medical practitioner, approved and paid for by the Employer.

- L19.03 The elimination/qualifying period for Long Term Disability is seventeen (17) weeks of continuous disability.

- L19.04 When an employee has exhausted benefits under the Short Term Sick Leave Plan, they will cease to receive any salary payments. The employee shall receive any holiday pay due to him/her at the time they cease to receive any salary payments. Continuation of benefit coverage is covered under Article 21 - Welfare Benefits.

- L19.05 An employee, with seniority, who has been removed from payroll for a period not exceeding twelve (12) months because of an illness or injury, will be reinstated in their former position with no loss of seniority provided that upon their return to work they provide an acceptable physical examination report from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that they are physically capable of performing the duties of that position.

An employee who has been removed from payroll due to illness or injury for a period exceeding twelve months but not exceeding 2 consecutive years may be re-employed to a vacant position to which the employee is capable and qualified to perform. Should no vacancies exist, the returning employee shall be placed into a position that they are capable and qualified to perform that is held by one of the five least senior employees of the Bargaining Unit. An employee who has been unable to perform their duties due to illness or injury for a period exceeding two (2) consecutive years will not be considered for re-employment unless the employee provides an acceptable physical examination report from a licensed physician, certifying that they are physically capable of performing the duties of a position or a modified position in which case they may be considered for a vacant position.

It is therefore understood that should an employee be unable to perform their duties due to illness or injury for a period exceeding twenty-three (23) months, the Limestone District School Board will send a letter to the employee's last known address inquiring whether the employee would be able to return to work and what, if any, reasonable

accommodation the employee would require in order to be able to return to work prior to the twenty-four (24) month period or shortly thereafter.

The Employer agrees that the Union will be consulted with respect to any return to work plans and will participate in all meetings in relation to members returning on modified work and that such participation will be from the initial stages through to the conclusion.

The employee shall have the right to Union representation concerning any return to work arrangements dealing with any WSIB or disability matter.

The Union agrees that its representatives shall be excluded from any meeting or portion of a meeting where the confidential medical information pertaining to an employee is being discussed and where the employee involved so requests.

Both parties recognize any rights pursuant to the provisions of the Ontario Human Rights Code prevail over any provisions in this article in the event of conflict.

- L19.06 Should the Employer feel that an employee is abusing their sick leave privileges, the Employer may notify the employee in writing of their feelings toward their sick leave record with a copy to the Union.

Should the Employer feel that as a result of the above letter there has been no improvement or they are still not satisfied, then they may send the employee a letter requiring that to be eligible for future sick leave payment they must have a medical certificate signed by an appropriate licensed medical practitioner, approved and paid for by the employer.

- L19.07 a) **Former Lennox and Addington County Board of Education CUPE Employees Former Local 1558 Cumulative Sick Leave and Retirement Gratuity Plan**

Employees hired before April 23, 1986, shall have their sick leave bank reduced by fifty percent (50%), frozen and set aside for the purposes of sick leave payout, recognizing that the sick leave plan covered in this article would be effective October 1, 1999. Should an employee be given leave without pay for any reason, or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, they shall retain their frozen sick leave bank, if any, existing at the time of such leave or layoff provided they have not already received a sick leave payout.

- b) **Former Frontenac County Board of Education CUPE Employees - Sick Leave Payout**

Employees hired before July 1, 1997 and who have not accepted and received a sick leave payout, shall have their sick leave bank reduced by fifty percent (50%), frozen and set

aside for the purposes of sick leave payout, recognizing that the sick leave plan covered in this article would be effective July 1, 1997. Should an employee be given leave without pay for any reason or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, they shall retain their frozen sick leave bank, if any, existing at the time of such leave or layoff provided they have not already received a sick leave payout.

- L19.08 Frozen sick leave credits will be payable upon termination, death (pursuant to 19.15), or retirement because of age, illness or pension or if an employee loses seniority in accordance with Articles 11.04 (f), 11.04(g), or 11.04 (h) at their rate of pay just prior to the time of payout, subject to the following.

SEVERANCE PAY - an employee who severs employment with the Employer shall be entitled to the following payout from their frozen sick leave bank at their rate of pay just prior to their severance and in accordance with the following:

An employee with over ten (10) years of service but less than fifteen (15) years' service shall receive payout of their frozen sick leave up to a maximum of thirty (30) working days.

An employee with fifteen (15) years of service but less than twenty (20) years' service shall receive a payout of their frozen sick leave up to a maximum of sixty (60) working days.

An employee with over twenty (20) years of service shall receive a payout of their frozen sick leave up to a maximum of one-half ($\frac{1}{2}$) years' salary.

- L19.09 Employees who, as at the signing of this agreement, have frozen sick leave credits, and the amounts thereof, as described in this article are listed in schedule "x" which is distributed to the employees concerned and which is not appended to, yet nevertheless forms part of this agreement.

The parties agree that the frozen sick leave credits are fully vested in the individual employees and as such may not be in any way diminished, cashed out, removed, or altered without the express individual consent of the employee and that the parties to this agreement expressly agree not to make any proposal in relation to the renewal of this agreement that would operate to render this article (19.10) inoperable.

The parties further agree that in the event that any legislation is introduced which may have as a consequence the alteration of the above provisions relating to sick leave credits, that the employees will be offered an alternative so as to ensure that the rights and benefits attached to the frozen sick leave credits are not in any way diminished, and that such actions as are necessary are implemented prior to any effective date proposed in the

legislation.

- L19.10 The Retirement Gratuity shall be paid in one instalment, or at the employee's request two equal instalments commencing in the calendar year following the employee's retirement or by such other instalments agreeable to both parties.
- L19.11 If an employee dies before receiving the full amount of their gratuity, then the balance shall be paid to their estate. In the event of the death of an eligible employee, the deceased's estate shall receive the amount calculated in 19.09.
- L19.12 Should an employee become eligible for bereavement leave as provided for in Article 18.04 while on sick leave, they shall be entitled to such bereavement leave and no deduction will be made from sick leave entitlement for said days, and furthermore any adjustments to the remaining sick leave entitlement shall be made as necessary to give effect to the extent of the bereavement leave.

ARTICLE L20 - PAYMENT OF WAGES AND ALLOWANCES

- L20.01 The Employer will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day, each employee will be provided with an itemized statement of their wages and deductions.
- L20.02 If an employee is temporarily assigned to a classification having a higher rate of pay than that for which the employee is currently assigned, then the employee shall be paid the rate in the salary range which is next higher than their previous rate for all hours worked in such classification.
- L20.03
 - a) A caretaker required by the Employer to use their own car to drive to a designated place of employment other than their base shall be paid mileage in accordance with the Board's policy which is based on the CRA rate.
 - b) With an advance notice of one (1) day, maintenance employees assigned to a place of work other than the place of work previously assigned and when the distance is greater than from their residence to the maintenance shop, will be paid for the additional mileage as per Article 20.03 a). The additional mileage will be recorded by the employee and submitted to the Maintenance Supervisor.
- L20.04 When an employee is advised that they are "on call", that is, immediately available by direct telephone contact, they shall be paid two (2) hours' pay per day at their straight time rate. All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 15 of this agreement.

- L20.05 The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Payment shall be made on registration in the course. Employees, unilaterally withdrawing from a course prior to its completion, will reimburse the Employer for the cost of the tuition.
- L20.06 **FLOAT CARETAKERS** - Schedule 'A' contains the wage rate for Float Caretakers and it is understood that employees who fill the positions for Float Caretakers shall not be covered by Article 14.04. The Employer may appoint Float Caretakers to an area consisting of the family of schools as defined for academic purposes, except for Sydenham and Sharbot Lake family of schools. Assignments within an area shall be within a reasonable proximity and shall be made by the Coordinating Supervisor of Caretaking Services. If they are required to work in a school outside their assigned area, they shall be paid mileage in accordance with the following:
- a) either the shortest distance between their family of schools and the school they are working at, or
 - b) the distance from their home to the school they are working at, whichever distance is the shorter.

The Union shall be supplied with a list of Float Caretakers and their assigned schools.

ARTICLE L21 – BENEFITS (For additional benefits information – refer to C5)

- L21.01 In addition to the Canada Pension Plan each employee shall join the Ontario Municipal Employees' Retirement System.
- L21.02 **Long Term Disability**
- a) Employees who are enrolled in the Long Term Disability Plan (L.T.D.) shall pay the full premium cost for the L.T.D. plan which includes a qualifying period of seventeen (17) weeks and a benefit level of 60% with a maximum benefit of \$2,000 per month.
 - b) The Board shall add to the earnings monthly of each employee an amount equivalent so as to yield an after tax amount equal to 100% of the billed monthly premium of the L.T.D. plan.
 - c) Employees hired by the Board after January 1, 2000 shall pay the full premium cost for the L.T.D. Plan. Paragraph 21.02 (b) will not apply to employees hired after January 1, 2000.

- L21.03 It is agreed that any and all accrued premium rate reductions realized by the employer from the E.I. Premium Reduction Program (5/12ths) will be retained by the employer, which have been applied to the benefits in this article.

ARTICLE L22 - UNIFORMS & PROTECTIVE CLOTHING

- L22.01 The following will establish the annual uniform issue required of the Employer at the employee's request:

Maintenance, Courier/Warehouse Employees:

Any combination of six (6) trousers or shirts

Operation Employees:

Any combination of six (6) trousers or shirts

In addition Head Caretakers and Shift Lead Hands on dayshifts: One (1) winter coat every four (4) years.

Cafeteria Assistants:

A total of six (6) uniforms appropriate to food services in the odd years (i.e. 1989)

1 pair of anti-slip safety shoes to be replaced thereafter.

The Employer agrees to reimburse (upon proof of purchase) Maintenance employees and Operation employees a maximum of two hundred dollars (\$200.00) each calendar year for the purchase of winter boots and/or C.S.A. approved safety shoes or boots of good quality.

The Employer will endeavor to provide all uniforms in September of each year.

- L22.02 The Employer agrees that female employees may choose smocks instead of pant suits which are listed in Article 22.01.

- L22.03 The Employer shall continue to supply to the Maintenance Persons, safety lined winter boots, snowsuits, and rainsuits if required.

The Employer will make available at the Maintenance Shops insulated coveralls for the use of maintenance employees who are required on occasion to perform work out of doors.

- L22.04 It is agreed that the employees will wear the uniforms and safety shoes or boots supplied by the Employer at all times when on duty. It is further agreed that employees may, at their option, wear CUPE shirts as provided through the Union and which have been reviewed as to any crests, logos, lettering, etc. by the Employer in advance and in respect of which

permission is granted.

- L22.05 The Employer will make available a good quality pair of non-prescription safety glasses (not plastic goggles) to employees as required to ensure proper eye protection.
- L22.06 It is agreed that two (2) representatives of Local 1480 shall meet with the appropriate members of Management to see the quality of the uniforms detailed in Articles 22.01 and 22.02 the safety shoes detailed in Article 22.01, and non-prescription safety glasses detailed in Article 22.05 prior to their purchase. The parties agree that a sincere attempt should be made to reach an agreement on which tender should be accepted prior to the actual purchase.

ARTICLE L23 - GENERAL

- L23.01 When any position not covered by Appendix “A” is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.

During the period the parties are unable to agree on a rate or an Arbitrator rules, the Employer may post the job at the rate they proposed and fill the position with the notation on the posting that the rate is under review. Any increase resulting from a decision with respect to a final job rate shall be made retroactive to the initial date of dispute.

- L23.02 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- L23.03 The Employer shall supply all tools and equipment required by employees in the performance of their duties.
- L23.04 The Union and the Employer wish that every employee become familiar with the provisions of this agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of the agreement in a union shop within thirty (30) days of signing. The cost of such printing shall be shared equally between the Union and the Employer.
- L23.05 The parties agree that the system for staffing schools will be based on a square footage model as outlined below. The parties agree to staff system wide based on 20,000 square feet per full-time equivalent staff.

The parties agree that under the new system, Building Codes, Fire Codes, Ministry of

Health Directives, and Health and Safety Legislation will be adhered to and any requirements under the Board's Building Mechanical Safety and Operating Manual will be met.

The parties agree that a Facility Services Labour Management Committee will be struck immediately upon ratification of this agreement.

It is agreed that a joint committee will be established with four (4) representatives from Local 1480 of the Canadian Union of Public Employees and four (4) representatives from the Employer. This Committee shall meet as scheduled, or at the written request of either party (up to four 4 times per year only) to discuss matters of mutual concern, which matters may not necessarily be covered by the terms of the existing collective agreement. The parties will develop an agenda prior to each meeting. The items for the agenda shall be submitted by each party to the other party at least three (3) working days prior to the meeting.

The fundamental purpose of the committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This committee shall have no power to effect changes in the existing Agreement unless approved by the membership of the Local Union and the Board. The Employer will provide a response to the Union within ten (10) days of the conclusion of any Joint Committee Meeting under this Article as to the Employer's position on matters that remain unresolved.

- L23.06 The Employer agrees that no employee shall be laid off or have their hours reduced due to contracting out of work presently performed by members of the bargaining unit.

The Employer shall give the Union thirty (30) calendar days' notice of any technological change. During the notice period, the Employer will meet with the Union to explain the technological change and discuss any effects it will have on the employees, with a view to minimizing such effects.

- L23.07 Maintenance employees, who are called out to work between 4:00 a.m. and 8:00 a.m. shall be allowed one (1) hour with pay for breakfast. All other employees who are called out to work between 4:00 a.m. and 6:30 a.m. shall be allowed one (1) hour with pay for breakfast.

- L23.08 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, where the context so requires.

- L23.09 The Union and Employer agree that personal information regarding an employee acquired through the Employee Assistance Programme shall not be used by an employee, the Union, or the Employer for discipline, grievance, or arbitration purposes or procedures.

- L23.10 The Employer agrees that any employee (with one (1) days' notice) shall have the right to review their personnel file, in the presence of a member of the Human Resources Department, during normal working hours. Such request shall not be made with unreasonable frequency.
- L23.11 The Employer agrees that no employee shall be laid off or have their hours of work reduced as a result of a position, school, or workplace becoming bilingual.
- L23.12 The Memorandum of Agreement regarding qualifications for Head Caretakers - Elementary School, Head Caretakers - Secondary School shall form part of this agreement. Head Custodians of this Board who were employees of the predecessor Lennox and Addington County Board of Education at the signing of this Agreement, are "grandparented" and are not in any way affected by the Memorandum referred to herein.
- L23.13 It is agreed between the Parties that for the life of this agreement, that existing letters, memoranda or written agreements shall continue to remain in effect insofar as they might provide for an understanding or agreement in respect to the interpretation, administration or application of the Collective Agreement. It is further agreed between the Parties that during the life of this Agreement a schedule shall be developed which shall list the aforementioned letters and memoranda and only those that are on the schedule and specifically renewed shall have force and effect in respect to subsequent Collective Agreements.

The parties agree that Caretaker replacement shall be determined by the Board as required to meet the standards of maintenance and cleanliness that it deems to be acceptable.

The responsibility for securing the replacement or not shall be solely vested in the management of the Board and shall not be a responsibility of any bargaining unit member.

It is understood that where a replacement has not been provided there may be a reduced level of maintenance/cleaning and as such there will not be an expectation on the remaining caretakers to deliver more than the usual daily workload, although specific tasks may be reassigned by the supervisor.

For the duration of the Collective Agreement, the parties agree that they shall jointly review Caretaker replacement practices on a semi-annual basis.

- L23.14 The Employer agrees that any rights, privileges, or conditions of employment, including hours of work, etc. that the employees classified as Plant Project Supervisor, Plant Construction Supervisor, or Foreperson of Operations now possess, shall continue in

effect unless the conditions of this agreement are equal or better than the conditions now in place.

- L23.15 The Employer shall reimburse employees the cost of medical certificates required for the renewal of Class 'A' and or Class 'B' and or the 'Z' endorsement Licences required in the performance of their duties.
- L23.16 The Employer shall reimburse employees for the renewal of Trade Licences, and Class "A", "B", "D", or "Z" endorsement driver licences required in the performance of their duties.

L23.17 CRIMINAL BACKGROUND CHECK

The Board will pay the cost (processing fee only) associated with obtaining Criminal Background Checks that are mandated by Provincial Legislation or Board Regulation/Policy for existing permanent employees.

Newly hired employees must provide current Criminal Background Checks at their own expense.

- L23.18 a) Currently pursuant to the Education Act, ONTARIO REGULATION 521/01 amended to O. Reg. 322/03 COLLECTION OF PERSONAL INFORMATION, employees are required to obtain a Criminal Background Check prior to employment with the Board and to provide an Offence declaration thereafter as required by the regulation. This Article shall cease to apply in the event that the Regulation is repealed. In the event of a revision to the regulation the revisions shall be taken into account and where this Article requires more of an employee than the revised regulation, such requirements under this Article will no longer be applicable.

- b) The Board will provide an Offence Declaration form online to every employee by September 7th of each year. Each employee will complete the form electronically and will submit by September 30th of each school year.

It is understood that an employee will not be permitted into any Board building until such document has been provided. Employees new to the Board must provide a criminal check that is not more than six (6) months old before they will be permitted into a Board building.

- c) The Criminal Background Check and Offence Declarations will be segregated and placed in a locked/ protected area of the Board.
- d) After the Board receives the Offence Declaration or the results of the Criminal Background Check and if the Board intends to meet with an employee about any decision the Board might take with respect to the results of the Offence Declaration or Criminal Background

Check, then the Board shall advise an employee to contact the Local President, or designate, prior to attending the meeting. It is understood that the Union will have representation at the meeting if the member requests.

- L23.19 All Memorandums of Agreement, Letters and Appendices attached hereto form part of the Collective Agreement and accordingly any disputes in relation thereto may be referred to the grievance and arbitration procedures.
- L23.20 **Quarantine**
Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of their duties an employee is quarantined or otherwise prevented by the medical officer of health from attending to their duties, leave will be granted without loss of pay. Such leave is not deducted from sick leave.
- L23.21 **Occupational Health & Safety**
The Board and CUPE recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- L23.22 **Violence In The Workplace**
The Board believes and is obligated to ensure that all Employees are entitled to a healthy and safe environment free from violence in the workplace.
- L23.23 To this end, all staff have a right to freedom from assaults and/or threats by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.
- L23.24 When a student engages in violent behaviour toward an employee, staff connected to the situation will be involved in the investigation process.
- L23.25 The Union may request to review Administrative Procedure AP 407 – Violence in the Workplace and AP 408 – Reporting & Investigating Workplace Violence, no more than once every two years through the Joint Board-Union Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure and related protocols, (for example, The Community Threat Assessment Protocol, Threat Assessment Framework, Threat Assessment: Responding to Ensure Student & Staff Safety), the Union shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation and education. The Union may request to make representation to appropriate Board personnel and/or Committees.

- L23.26 It is recognized that a broader consultative process will be undertaken, which will include the Union.

ARTICLE L24 - DURATION OF AGREEMENT

- L24.01 This collective agreement shall become effective September 1, 2019 and shall remain in effect until August 31, 2022, and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or amend this agreement. Such notice shall be given in writing by the party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this agreement or any subsequent anniversary date of which this agreement remains in force.
- L24.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the term of this agreement.

FOR LIMESTONE DISTRICT
SCHOOL BOARD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL
1480

Signed the ____ day of _____, 2021.

**Letter of Understanding
between
The Limestone District School Board
and
The Canadian Union of Public Employees
and its Local 1480**

OMERS CONTRIBUTORY EARNINGS

As a reference for employees, the parties have agreed to include in this Letter of Understanding the current Definition of Contributory Earnings under the OMERS Pension Plan. For more information employees may access the OMERS web site at www.omers.com or contact Human Resource Services for an OMERS Member Handbook.

The following information 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.

Definition of Contributory Earnings:

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

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

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

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

**Letter of Understanding
between
The Limestone District School Board
and
The Canadian Union of Public Employees
and its Local 1480**

Provincial Discussion Table Provincial Committees

Whereas the parties to the Provincial Discussion Table agreement have indicated their intention to establish committees at the provincial level; Joint Task Group on Violence in the Workplace, Green Clean Working Group, Support Workers Advisory Group (SWAG) and a Tripartite Benefits Committee, the Limestone District School Board and the Canadian Union of Public Employees, Local 1480, agree that in the event a member of the bargaining unit is appointed to any of these provincial committees, the employee will not suffer loss of pay or benefits for time spent attending committee meetings. Whereas the Ministry of Education has made the commitment to pay all expenses related to participation on these committees, it is further agreed that any money received by the employee directly from the Ministry in this regard, exclusive of travel allowance and living expenses shall be remitted to the Board.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

Letter of Understanding
Between
The Limestone District School Board
And
The Canadian Union of Public Employees
and its Local 1480

Re: Provincial Discussion Table item 13 - Transferability of Other Provincial Discussion Table Agreements

The Parties agree that any additional funding enhancements or funding over and above the funding and enhancements in the May 27, 2008 Provincial Discussion Table agreement that is forthcoming from the Government as contemplated in s.13 and/or the letter of understanding at pages 17 or 21 of the Provincial Discussion Table agreement shall be distributed to the benefit of members of the bargaining unit. The nature of the distribution will be determined by further negotiation between the Parties.

This letter is applicable to both collective agreements.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed at Kingston, this _____ day of _____, 2016.

Letter of Understanding
Between
The Limestone District School Board
And
The Canadian Union of Public Employees
and its Local 1480

Re: Provincial Discussion Table Benefit and Working Conditions

The Parties agree that the Board's share of the \$50 million benefits funding announced in the August 2007 enhancements and allocated through increased benchmarks in the GSN on March 26, 2008 shall be used to assist Boards with the existing costs of benefits.

Funding for group benefits and other working conditions will be enhanced by a 0.26% increase to the benchmarks effective in the 2010-11 school year. The estimated allocation for LDSB is \$351,808.00.

CUPE Local 1480's share of the Board's allocation is calculated as follows:

CUPE FTE #	TOTAL FTE #	CUPE SHARE %	CUPE SHARE \$
695.7	2197.80	31.654%	\$111,362.60

In determining the ratio above, occasional teachers were excluded.

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

It is agreed that a joint committee will be established to review options and to allocate the CUPE share of the benefit funding for implementation by September 1, 2010.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480

Shift Lead Hand Positions

In association with article 14.04, the parties agree that, incumbents in Shift Lead Hand positions at each secondary school site as of June 16, 2003 shall be grandparented with the current practice of working a rotating shift schedule (both day and night) as long as they remain in the position. Should either incumbent vacate one of the positions, the rotating schedule will continue, however the posting for the vacated position will clearly indicate that the position will be a night shift position once the grandparented incumbent vacates their position.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480

Summer Student Staffing - Caretaker/Maintenance

A joint Summer Student Staffing Committee with up to 6 members from the Employer and up to 6 members from CUPE Local 1480 (representing both maintenance and caretaking) shall be formed.

The joint committee will meet twice per year (once before April 15 and again in May) to discuss the needs of the system and how summer students can be deployed or redeployed to meet operational needs.

It is understood by the parties that when summer students are hired by the Board they will be hired for either 4 month terms or 2 month terms (High school students).

The parties further agree that representatives designated by the Union shall participate by providing input at each stage of the hiring process for summer students (including short listing).

The Union recognizes that the final selection is the sole and exclusive right of the Board.

This Memorandum of Agreement forms part of the collective agreement and accordingly any disputes in relation thereto may be referred to the grievance procedure.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

Formula 14

Summer High School Student Staffing

Formula 14 was agreed to replace the Formula 4 system, which was established by the parties to work out a formula of staffing as a result of school rentals and community use of schools as it affected members of Local 1480.

The joint Caretaking Staffing Committee comprising of equal representation from both the Employer and the Union will be used to oversee and implement this staffing process.

In order to streamline this process both parties may agree to select members from the committee to carry out the process which includes but is not limited to staff calculations, short listing, interviews, placement and training.

The Union recognizes that the final selection is the sole and exclusive right of the Board.

Formula 14 is based on the square footage of a school.

For Elementary Schools the following will apply:

School Square Footage	F.T.E.
0 – 20,000	0
20,000 – 25,000	.375
25,000 – 30,000	.5
30,000 – 35,000	.625
35,000 – 40,000	.75
40,000 – 45,000	.875
45,000 – 50,000	1
50,000 – 55,000	1.125
55,000 – 60,000	1.25
Over 60,000	1.5

For Secondary Schools the following will apply:

School Square Footage	F.T.E.
50,000 – 100,000	.75
100,000 – 125,000	1
125,000 – 150,000	1.25
150,000 – 175,000	1.5
175,000 – 200,000	1.75
Over 200,000	2

General

Summer students shall normally work a total of four (4) days per week at eight (8) hours per day.

A “Full Time Equivalent” (F.T.E.) shall normally be a total of eight (8) weeks or thirty two (32) days, depending on the summer calendar.

Summer students will be entitled to one (1) week / four (4) days’ vacation without pay with no replacement of those hours to the school.

No student shall work the last week of summer unless needed for operational reasons as determined by the Manager of Facility Services or designate.

It is understood that from time to time the Manager of Facility Services or designate may reassign summer student caretaking staff to deal with operational circumstances.

It is also understood that some schools may not qualify for summer student assistance under Formula 14 or may not receive assigned help as a result of other factors such as northern and outlying schools, number of applicants received and the proximity of applicants to the school(s). In such cases, these schools may still be assigned help in the form of a summer student, a casual or a float at the discretion of Caretaking Services.

CUPE Local 1480 will review the needs of the system for summer student help on an annual basis and use funds provided as a result of the Memorandum of Settlement for Grievance P4 – 1480 – 09 as it deems necessary.

The parties agree that no students shall be hired should any member of the Maintenance, Caretaker, Drivers Collective Agreement be on layoff or cause any member to be laid off.

In a year where the Board faces financial challenges that impact Facility Services and it is determined by the Board that reductions to the allocation of summer students is required, it is understood that Formula 14 will be either modified or suspended for that year. Should this occur, the Board will meet with the

Union and provide the necessary information outlining and supporting its' decision.

In a year where Formula 14 is required to be modified as outlined above, the parties will distribute the modified allocation of summer students through mutual agreement for that year. This may include but is not limited to the following:

- 1) not hiring students for that year,
- 2) pro-rating the students required based on the formula, or
- 3) using the funds provided for in the Memorandum of Settlement for Grievance P4 – 1480 – 09.

Pro-rating the students required based on the formula

When summer students are hired under #2 above (to work as maintenance or caretaking workers) it is understood that there will be an equal number of 2 month students hired (at a minimum) as there are 4 month students hired to work in maintenance or caretaking.

Whether hired for 4 months or 2 months students may be deployed to support caretaking services or maintenance services with a minimum of 80% of the students being deployed as caretaking support in July and August.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

RE: WSIB

The parties agree the Union will be provided with a copy of all WSIB Form 7's that are filed with the WSIB, where the injured worker agrees.

The employer agrees to attach a letter from the Union to each WSIB Form 7 that is forwarded to an employee.

The parties agree that a joint committee shall be continued for the purpose of facilitating re-employment and return to work for employees who have been absent due to illness or injury covered by the Workplace Safety and Insurance Act or the LTD plan.

The committee shall be referred to as the Reinstatement Committee and all members shall have access to the information available from time to time as released by the WSIB, or the treating physician(s), and as specifically authorized by the employee seeking a return to work, as well as all information available to the Employer in respect to the availability of positions or accommodation measures.

The Employer agrees to notify an employee if it files an appeal to a decision of the Workplace Safety and Insurance Board in relation to the employee's claim.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

CASUAL EMPLOYEES

Definition: Casual employees are employees hired for a specific term which is to cover the absence of a regular employee.

Both Parties agree that the following conditions shall apply to casual employees and that the current Collective Agreement shall be deemed to incorporate this agreement.

1. The hiring of a casual employee will not be used to circumvent job postings or the recall of a regular employee from layoff.
2. Casual employees shall not be hired to work in positions or on shifts for which any Union member in the existing job location (i.e.: school) wishes to work.
3. Wages for casual employees shall be in accordance with Schedule "A" to the Collective Agreement.
4. Casual employees shall not be eligible for employee benefits under Article 21 (Welfare Benefits) of the current Collective Agreement, but they shall receive a five percent (5%) payment in addition to their regular wages in lieu of such benefits. Casual employees shall not be eligible for payment covered under Article 16 (Paid Holidays), but they shall receive a three percent (3%) payment in addition to their regular wages in lieu of such benefit.
5. Casual employees shall be paid 4% of their gross earnings in lieu of vacation entitlement.
6. Casual employees shall pay Union dues.
7. The employment period for a casual employee shall not be less than one week nor shall it be longer than one year. It is recognized that at the expiration of the required replacement period and before the expiration of the minimum of one week, the casual employee may be moved to another location(s).

Effective September 1, 1989, the one (1) week period referred to above shall be amended to read one (1) day for operational employees only. The five (5) day period shall continue for maintenance employees.

8. Casual employees shall not accrue seniority except as defined in paragraph 9. When selecting employees under Articles 12.03 and 12.04 of the Collective Agreement, applications from casual employees will be considered after all regular employees have been considered but prior to outside candidates.
9. When a person who has been a casual employee becomes a regular employee, seniority shall be so dated as to give credit for the total number of days that person has worked as a casual employee. The probationary period for such a new regular employee shall be as stated in the collective agreement, Paragraph 11.02
10. The Union shall be notified in writing of the names and term of employment for all casual employees.
11. Casual employees shall be specifically covered by only the following Articles of the collective agreement: all of Article 1, 4.02, 4.03, 14.01, 14.02, 14.05, 14.07, 15.01, 15.02, 15.04, 18.16, and 23.03.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480

RE: VACATION ANNIVERSARY DATE

The parties agree that they will meet within sixty days of ratification of the collective agreement to discuss the feasibility of changing the vacation anniversary date. The change would be to move the accrual date to May 30th which would effectively change the following articles in the collective agreement to allow for payout of vacation credits to happen at May 30th for those bargaining unit members who work less than twelve (12) months:

Articles 17.14 and 17.19 in yellow and 17.16 in green.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

The Purpose of this Memorandum agreement is to establish wage adjustment for Head Caretakers in Secondary and Elementary Schools over and above those listed in Schedule "A", and further to establish criteria for promotions to the position of Head Caretaker - Elementary and Secondary school.

Head Caretaker - Elementary School

Promotions to Head Caretaker - Elementary School will require, in addition to the requirements listed in the existing position description, completion of three (3) Seneca College or St. Lawrence College Building Systems Management Program courses (or recognized equivalent) as follows:

SM51 Building Systems Heating
SM55 Building Systems Control
SM62 Energy Management
SM53 Air Handling and Preventative Maintenance
Supervisory Course

Each credit the employee possessed at the time of promotion, or on the date acquired if subsequent to the promotion shall increase the hourly rate listed in Schedule "A" by twenty-four cents (\$.24) per hour. Payment for newly recognized courses will begin March 1, 2003.

Notwithstanding the above, any Head Caretaker - Elementary School who possesses any of the courses referred to for Head Caretaker - Elementary School shall receive, over and above the wages listed in Schedule "A", twenty-four cents (\$.24) per hour for each course completed to a maximum of one dollar and twenty cents (\$1.20) per hour.

The parties agree that the following increases to the above shall be applied as follows:

September 1, 2008-(\$.25) per hour for each course to a maximum of (\$1.25) per hour.

September 1, 2009-(\$.26) per hour for each course to a maximum of (\$1.30) per hour.

September 1, 2010-(\$.27) per hour for each course to a maximum of (\$1.35) per hour.

September 1, 2011-(\$.28) per hour for each course to a maximum of (\$1.40) per hour.

Head Caretaker - Secondary School

Promotions to Head Caretaker - Secondary School will require, in addition to the requirements listed in the existing position description, completion of four (4) Seneca College or St. Lawrence College Building Systems Management Program courses (or recognized equivalent as follows:

SM51 Building Systems heating
SM55 Building Systems Control
SM62 Energy Management

SM53 Air Handling and Preventative Maintenance
Supervisory Course

Each credit at the time of promotion, or on the date acquired if subsequent to the promotion shall increase the hourly rate listed in Schedule "A" by twenty-four cents (\$.24) per hour. Payment for newly recognized courses will begin March 1, 2003.

Notwithstanding the above, any Head Caretaker - Secondary School who possesses any of the courses referred to for Head Caretaker - Secondary School shall receive, over and above the wages listed in Schedule 'A', twenty-four cents (\$.24) per hour for each course completed to a maximum of one dollar and twenty cents (\$1.20) per hour.

The parties agree that the following increases to the above shall be applied as follows:
September 1, 2008-(\$.25) per hour for each course to a maximum of (\$1.25) per hour.
September 1, 2009-(\$.26) per hour for each course to a maximum of (\$1.30) per hour.
September 1, 2010-(\$.27) per hour for each course to a maximum of (\$1.35) per hour.
September 1, 2011-(\$.28) per hour for each course to a maximum of (\$1.40) per hour.

Effective January 1, 1993 successful completion of any of the courses listed above shall mean at least a B grade. This provision shall not apply to employees currently classified as Head Caretakers - Elementary schools and Head Caretakers - Secondary Schools who do not possess all of the courses referred to above.

Shift Lead Hands - Secondary shall have their hourly rate increased by an additional twenty-four cents (\$.24) per hour for completing an approved Supervisory Course. Payment for newly recognized Supervisory Course will begin March 1, 2003.

The parties agree that the following increases to the above shall be applied as follows:
September 1, 2008-(\$.25) per hour for completing an approved Supervisory Course.
September 1, 2009-(\$.26) per hour for completing an approved Supervisory Course.
September 1, 2010-(\$.27) per hour for completing an approved Supervisory Course.
September 1, 2011-(\$.28) per hour for completing an approved Supervisory Course.

FOR LIMESTONE DISTRICT
SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480

X/Y LEAVE PLAN
(Self-Funded Leave)

1. This plan is available to employees who wish to take a leave of absence, with pay, by spreading “x” years’ salary over a ‘y’ year period. The ‘y’ year is always the last year of the plan. ‘X’ shall be less than ‘y’. ‘Y’ must not exceed seven (7) years and where an employee chooses a six (6) or seven (7) year plan, the leave must be taken in the sixth or seventh year.
2. The parties agree to the implementation of the self-funded leave plan as outlined below.
3. The employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effect on an employee’s pension provisions and income tax implications.
4. Applications shall be submitted to Human Resources. The Union shall be notified of those applications that have been approved. Applications shall be considered by April 1st to begin the program the following September.

The granting of such a leave shall be governed by the following criteria:

- a) the employee is a permanent employee with the Board;
 - b) the employee is unlikely to be declared surplus during the term of the plan;
 - c) the employee must declare that, except in the case of unforeseen extenuating circumstances, they intend to serve the Board to the end of the completion of the plan;
 - d) the potential for programme disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
 - e) such other criteria as considered by the Staff Review Committee to be appropriate in the individual circumstances.
5. All leaves recommended by the Staff Review Committee shall be forwarded to the Board for their subsequent consideration. Denial by the Board shall not be considered a violation of this Agreement.

6. In the 'y' years of the plan, the employee will be paid a fraction of their salary equal to x/y. The remaining portion of the salary, plus allowances, will be accumulated, and this amount shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be deposited in a 'trust account' for each individual at the time of regular salary payments; such 'trust account' will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than a monthly basis and compounded so as to be at the highest rate paid on the institution's regular 'bonus' savings account.

A ledger reference of each individual employee's contribution shall be maintained by the Board. A statement of each employee's account will be issued at the end of each school year.

7. If the amount received by the employee during the leave is less than the accumulated amount in the employee's account, the employee shall receive the excess in payments at the employee's discretion. In no case shall the payments be made beyond December 31st of that year.
8. During all years that the individual employee is participating in the self-funded leave plan, all employee benefits, excepting Pension or O.M.E.R.S., shall be maintained according to the Collective Agreement at a level as if the employee were being paid at 100% of their salary.
9. The employee's fringe benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the employee was being paid at their normal regular salary.
10. On return from leave, an employee shall be assigned to a position similar to that held prior to going on leave. If such a position no longer exists, the placement of the employee shall be determined by applying the appropriate sections of the Collective Agreement. Notwithstanding the above, the employee may agree to accept an alternate placement, mutually agreed upon by the Employer and the employee.
11. An employee participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year's seniority.
12. Sick leave credits and vacation credits shall not accumulate during the year spent on leave.
13. Pension deductions are to be continued as provided by O.M.E.R.S. during all years that the employee is participating.
14. An employee may withdraw from the plan any time prior to taking their leave of absence provided that they have applied to the Staff Review Committee for withdrawal; any monies accumulated, plus interest due and payable, shall be repaid to the employee within sixty days of the notification of their desire to leave the plan. The monies may be deferred (interest-free) upon request of the employee, but in no case shall the deferral continue beyond December 31st of that year.

15. Should an employee die while participating in the plan, any balance in the employee's account at the time of death shall be paid to the employee's estate. Any amount due to the Board shall be an obligation of the employee's estate and binding upon the employee's heirs, executors or administrators.
16. All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
17. Income tax shall be deducted on the actual amounts received by the employee during each of the 'y' years of the plan, subject to the income tax regulations in effect at that time.
18. During the self-funded leave year, the employee may engage in such plans of education and employment as they choose, except that they may not be employed as an employee of The Limestone District School Board.
19. The financial aspects of this Section shall be administered by the Superintendent of Business Services.
20. In no way shall the items agreed to in this Appendix be in contravention of or have precedent over the Federal Income Tax Act or Regulations.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

Retirement Planning and the Long Term Disability Plan

At the written request of the employee, no payments are due from the employee or the Employer in respect of LTD premiums on behalf of employees for the seventeen (17) week period prior to the employee's normal retirement age or formally confirmed early retirement date. The written request from the employee to take advantage of this option must be submitted to the Employer at least one (1) month prior to the final seventeen (17) week period before retirement. Employees choosing to take advantage of this Article must sign a waiver as provided by the Employer.

It is understood that an employee who has formally committed in writing to retirement and is taking advantage of this Article cannot later rescind or alter their originally stated date of retirement.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2016.

MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480

RE: Professional Development & Training Reimbursement Fund

The parties agree that at the signing of this agreement, there is approximately \$10,000 remaining in the Professional Development and Training Reimbursement Fund for CUPE members. Reimbursements will be dispersed to CUPE members in accordance with the PDT-PD Committee Guidelines until all remaining funds are depleted in full.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

Re: Elimination of the Position of Bus Driver

WHEREAS the Board will eliminate the position of Bus Driver throughout its jurisdiction effective June 30, 2013;

AND WHEREAS the position of Bus Driver will be contracted out by the Board;

the Parties agree to the following terms:

1. All references to Bus Driver shall be eliminated from the Collective Agreement which includes but not limited to Article 1.01, 14.01, 15.05 22.01, MOA- Increase in percentage of time for Bus Drivers, and Schedule A;
2. Articles in the Collective Agreement related to “No Contracting Out” including but not limited to Article 4.04, 4.05 and 23.06 will not apply to the position of Bus Driver.
3. A total of 3.0 F.T.E. Caretaker positions will be added to the Caretaker compliment.
4. Current Bus Driver incumbents will be offered the following options related to Employment:
 - a. assistance with respect to securing another position as Bus Driver with a contract company;
 - b. a position as Caretaker with the Board equivalent to their current F.T.E.
5. It is understood that the Caretaker Staffing Committee will facilitate the redeployment of the incumbent bus drivers.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2013.

LETTER OF UNDERSTANDING
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480

Job Descriptions and Pay Equity Analysis

The Limestone District School Board commits to:

1. A departmental review and updating (as necessary) of all job descriptions of current jobs within each CUPE Local 1480 Bargaining Unit;
2. Providing CUPE Local 1480 with updated job descriptions and a completed Pay Equity Analysis for 2021 that contains band placement, total points, male comparators and adjustments, if any.
3. The parties reserve the right to engage their respective Job Evaluation expert to resolve differences related to job ratings.
4. The Board shall complete this process by August 31, 2022.

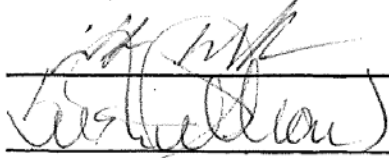
FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2021.

IN WITNESS whereof The Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

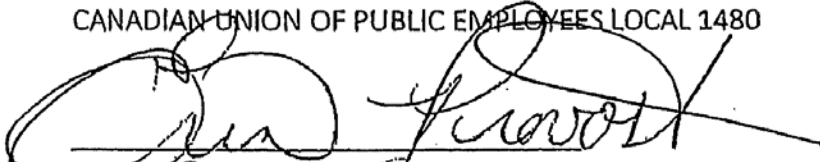
LIMESTONE DISTRICT SCHOOL BOARD



Signed the 15 day of December, 2021.

IN WITNESS whereof the CANADIAN UNION OF PUBLIC EMPLOYEES has executed this Agreement attested by the authorized representatives of the CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480 Bargaining Unit, representing those employees employed by The Limestone District School Board:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480



Beaudet
Dale

Signed the 15 day of December, 2021.

SCHEDULE A

CUPE LOCAL 1480 WAGES

CLASSIFICATION		1-Sep-2017	1-Sep-2018	1-Feb-2019	31-Aug-2019	1-Sep-2019	31-Aug-2020	1-Sep-2021
Plant Construction Supervisor	START	\$32.94	\$33.27	\$33.60	\$33.77	34.11	34.45	34.79
Plant Project Supervisor	1 YEAR	\$34.44	\$34.78	\$35.13	\$35.31	35.66	36.02	36.38
Capital Project Coordinator	2 YEAR	\$35.94	\$36.30	\$36.66	\$36.84	37.21	37.58	37.96
	MAXIMUM	\$37.36	\$37.73	\$38.11	\$38.30	38.68	39.07	39.46
Foreperson of Operations	START	\$28.01	\$28.29	\$28.57	\$28.71	29.00	29.29	29.58
	1 YEAR	\$29.28	\$29.57	\$29.87	\$30.02	30.32	30.62	30.93
	2 YEAR	\$30.53	\$30.84	\$31.15	\$31.31	31.62	31.94	32.26
	MAXIMUM	\$31.81	\$32.13	\$32.45	\$32.61	32.94	33.27	33.60
Energy/Environmental Technologist	START	\$30.48	\$30.78	\$31.09	\$31.25	31.56	31.88	32.20
Sustainable Initiatives Coordinator	1 YEAR	\$31.86	\$32.18	\$32.50	\$32.66	32.99	33.32	33.65
Project Technologist	2 YEAR	\$33.22	\$33.55	\$33.89	\$34.06	34.4	34.74	35.09
	MAXIMUM	\$34.59	\$34.94	\$35.29	\$35.47	35.82	36.18	36.54
Delivery Driver	START	\$20.95	\$21.16	\$21.37	\$21.48	21.69	21.91	22.13
	6 MONTH	\$21.54	\$21.76	\$21.98	\$22.09	22.31	22.53	22.76
	1 YEAR	\$22.45	\$22.67	\$22.90	\$23.01	23.24	23.47	23.70
Caretaker (including less than 8 hour)	START	\$20.75	\$20.96	\$21.17	\$21.28	21.49	21.70	21.92
Cafeteria Assistant II	6 MONTH	\$21.32	\$21.53	\$21.75	\$21.86	22.08	22.3	22.52
	1 YEAR	\$21.89	\$22.11	\$22.33	\$22.44	22.66	22.89	23.12
Float Caretaker	START	\$20.99	\$21.20	\$21.41	\$21.52	21.74	21.96	22.18
	6 MONTH	\$21.53	\$21.75	\$21.97	\$22.08	22.30	22.52	22.75
	1 YEAR	\$22.03	\$22.25	\$22.47	\$22.58	22.81	23.04	23.27
Shift Lead Hand	START	\$22.55	\$22.78	\$23.01	\$23.13	23.36	23.59	23.83
Head Caretaker (Elementary Twinned)	START	\$23.28	\$23.51	\$23.75	\$23.87	24.11	24.35	24.59
Head Caretaker (Elementary/Board Office)	START	\$22.62	\$22.85	\$23.08	\$23.20	23.43	23.66	23.90
Head Caretaker (Secondary Twinned)	START	\$24.72	\$24.97	\$25.22	\$25.35	25.60	25.86	26.12
Head Caretaker (Secondary)	START	\$24.07	\$24.31	\$24.55	\$24.67	24.92	25.17	25.42
Cafeteria Assistant	START	\$19.20	\$19.39	\$19.58	\$19.68	19.88	20.08	20.28
Lead Hand Bus Driver	START	\$23.20	\$23.43	\$23.66	\$23.78	24.02	24.26	24.50
	6 MONTH	\$23.84	\$24.08	\$24.32	\$24.44	24.68	24.93	25.18
	1 YEAR	\$24.79	\$25.04	\$25.29	\$25.42	25.67	25.93	26.19
Bus Driver	START	\$22.17	\$22.39	\$22.61	\$22.72	22.95	23.18	23.41
	6 MONTH	\$22.80	\$23.03	\$23.26	\$23.38	23.61	23.85	24.09
	1 YEAR	\$23.70	\$23.94	\$24.18	\$24.30	24.54	24.79	25.04
Craftsperson I								
Certified Electrician								
Certified Carpenter								
Mechanic, Plumber								
Preventative Maintenance Technician								
Boiler/Burner Technician								
Heating, Ventilation and A/C Technician	START	\$28.29	\$28.57	\$28.86	\$29.00	29.29	29.58	29.88
Craftsperson II								
Architectural/Design Technician								
Mason								
Locksmith								
Certified Painter	START	\$25.83	\$26.09	\$26.35	\$26.48	26.74	27.01	27.28
Utility Person	START	\$22.87	\$23.10	\$23.33	\$23.45	23.68	23.92	24.16
	6 MONTH	\$23.67	\$23.91	\$24.15	\$24.27	24.51	24.76	25.01
	1 YEAR	\$23.96	\$24.20	\$24.44	\$24.56	24.81	25.06	25.31
COURSE ALLOWANCES								
Head Caretaker (Elementary & Secondary)		\$0.28	\$0.28	\$0.28	\$0.28	0.29	0.30	0.31
(Allowance /course/hour to a max.- 5 courses)								
Shift Lead Hand (Supervision Course)		\$0.28	\$0.28	\$0.28	\$0.28	0.29	0.30	0.31

