



AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 1321**

FOR THE PERIOD

SEPTEMBER 1, 2014 TO AUGUST 31, 2017

SEPTEMBER 1, 2017 TO AUGUST 31, 2019 (EXTENSION AGREEMENT)

(Subject to errors and omissions)

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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP). CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. CTA/CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

1. ACEPO refers to l’Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.
2. AFOCSC refers to l’Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district

school board.

3. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
4. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

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

C4.6 Role of the Central Parties and Crown

- a) The central parties shall each have the following rights:
 - i. To file a dispute with the Committee.

- ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
To refer a grievance it filed to final and binding arbitration.
 - vi. To mutually agree to voluntary mediation.
- b) The Crown shall have the following rights:
- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C5.1 Funding

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

C5.2 Cost Sharing

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

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

C5.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

“Long Term Supply Assignment” means, in relation to an employee,

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

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

Employees on Long Term Supply Assignments

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

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

Employees on Long Term Supply Assignments

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

- d) **Eligibility and Allocation**
A sick leave day/short term disability leave day will be allocated and paid in accordance with current Local practice

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

Permanent Employees

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

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

access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

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

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

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

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

f) **WSIB & LTD**

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

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

g) **Graduated Return to Work**

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

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

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

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

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

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

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

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

h) Proof of Illness

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

C12.00 STATUTORY LEAVES OF ABSENCE/SEB

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

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

Supplemental Employment Benefits (SEB)

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

C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

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

Pursuant to b) above, the following will apply:

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

C14.00 SPECIALIZED JOB CLASSES

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

APPENDIX A – RETIREMENT GRATUITIES

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,
 - i. 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
 - ii. 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 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 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 boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Hamilton-Wentworth District School Board
 - iii. Huron Perth Catholic District School Board
 - iv. Peterborough Victoria Northumberland and Clarington Catholic District School Board
 - v. Hamilton-Wentworth Catholic District School Board
 - vi. Waterloo Catholic District School Board
 - vii. Limestone District School Board
 - viii. Conseil scolaire de district catholique Centre-Sud
 - ix. Conseil scolaire Viamonde

Other Retirement Gratuities

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

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

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

Job Security as it Relates to Technological Change

Allowances

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

Re: Status Quo Central Items Requiring Amendment and Incorporation

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

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT TERM PAID LEAVES

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

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

Provisions with regard to short term paid leaves shall not 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.

WSIB TOP-UP

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

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

RETIREMENT GRATUITIES

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

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

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

The following language applies only to those employees eligible for the gratuity above.”

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.

2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.

4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:

- a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
- a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
7. This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

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

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

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

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

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

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

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

- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. SCOPE

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

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

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

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

IV. MEMBERSHIP

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

V. CO-CHAIR SELECTION

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

VI. MEETINGS

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

VII. OTHER

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

Re: Long Term Disability (LTD) Plan Working Group

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

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

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

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board’s annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable

Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.

- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

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

supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016- 17.
 - f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
 - g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
 - i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
 - j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
 - k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
 - l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each

- month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
 - n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
 - o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
 - p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

5.0.0 SHARED SERVICES

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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

- 6.1.1 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.
- 6.2.1 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.
- 6.3.1 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

13.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

Christopher Albertyn
John Stout
Paula Knopf
Mort Mitchnick
Brian Sheehan

French Language:

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

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

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

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

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

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

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

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

LETTER OF UNDERSTANDING #15

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

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

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

LETTER OF UNDERSTANDING #16

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

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

PART B – LOCAL TERMS

L1.00 RECOGNITION

L1.1 Classification

The Employer recognizes the Canadian Union of Public Employees and its Local 1321 as the sole bargaining agency for its office, clerical and technical employees save and except the chief accountant, the transportation manager, the personnel manager, the executive assistant to the director, the purchasing manager, the manager of plant and other staff at equivalent or higher rank than manager, administrative assistants, all school assistants and paraprofessional employees whose work is not primarily of a clerical, secretarial or technical nature, attendance counsellors and nurses, supervisors in the plant operations and maintenance department, members of Local 1247 and all teaching staff.

L1.2 Limitations

The Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, without the permission of the person designated by the Employer.

L1.3 No Other Agreements

No employee shall be required to make or permitted to make any written or verbal agreement with the Employer or a representative of the Employer which may conflict with the terms of this Collective Agreement.

L1.4 Freedom of Complaint

Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any personal complaints to the Supervisor or the person designated by the Employer, except where a complaint has already been processed through the grievance procedure.

L1.5 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not work on any jobs which are included in the Bargaining Unit, when such work would reduce the normal hours of work or pay of any employee.

L1.6 Contracting Out

- (a) The Parties agree that it is preferable that the Employer not contract out any work usually performed by members of the Bargaining Unit if, as a direct result of such contracting out, a layoff of any employee other than a casual employee or a reduction in the regular hours of work occurs within forty (40) working days from such contracting out.

- (b) The Employer agrees to consult with the Union prior to contracting out any work usually performed by members of the Bargaining Unit where as a direct result of such contracting out, a lay off of any employee other than a casual employee or a reduction in the regular hours of work is expected to occur within forty (40) working days from such contracting out.
- (c) The Union during the consultation of paragraph (b) shall have the opportunity to make proposals whereby the work to be contracted out can be done by the Bargaining Unit at a cost no greater than would have been achieved through the contracting out.

L2.00 MANAGEMENT RIGHTS

- L2.1 The Union recognizes that all managerial rights of the Employer are reserved to the Employer, except as expressly limited in this Agreement.
- L2.2 The Union therefore recognizes that, without limiting in any way the generality of Article L2.1, it is the exclusive function of the Employer to:
 - (a) maintain order, discipline and efficiency;
 - (b) hire, promote, demote, classify, lay off, transfer, and rehire employees and to discipline, suspend or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that the employee has been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish from time-to-time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of employees;
 - (d) generally administer and manage all the affairs of the Board.

L3.00 MEMBERSHIP AND DEDUCTION OF DUES

L3.1 Membership

As a condition of employment, all present employees who are members of the Union as of the signing of this Agreement shall remain members of the Union. All future employees, as a condition of employment, shall become and remain members of the Union after successful completion of the probationary period as specified in Article L10.2.

L3.2 Deduction of Dues

The Employer agrees, during the life of this Agreement, to deduct from each employee, as a condition of employment, regular Union dues, which sum shall be forwarded to the Union.

The procedure shall be:

- A. Deduction shall be made from each pay cheque due to the employee in each calendar month.
- B. The first deduction for any employee shall be made following thirty (30) calendar days of employment with the Employer.
- C. Monthly deductions shall be sent to the Financial Secretary of the Union prior to the last day of each month and shall be accompanied by a list of the employees from whose pay such deductions were made.
- D. Every six (6) months the addresses as well as the names of employees shall be shown on the deduction list.
- E. The Union shall acknowledge receipt of all fees deducted and transmitted to it.
- F. Providing the Board's Payroll System can readily do so and providing the Federal and Provincial Income Tax Regulations so permit, the Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

L3.3 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in this Article dealing with deduction of Union dues.

L4.00 CORRESPONDENCE

L4.1 Correspondence and Notice

All general correspondence and notices between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the person designated by the Employer and the President of the Union.

The President of the Union shall be given a copy of all memos and/or correspondence that is intended for the general membership concurrently with release to the membership.

- L4.2 The Board shall provide to the Union the Agenda for any Board meeting two (2) days prior to the meeting. The Board shall post minutes of Board meetings on the Board's website.

L5.00 BARGAINING COMMITTEE

L5.1 Establishment and Function

The Parties shall establish a Bargaining Committee whose function shall be to deal with all matters pertaining to rates of pay, hours of work and other working conditions applicable to employees in the Bargaining Unit.

L5.2 Composition of the Bargaining Committee

The Bargaining Committee shall consist of not more than four (4) representatives appointed by the Employer and not more than four (4) members appointed by the Union. The Union shall be accompanied by the CUPE National Representative.

L5.3 Meetings of the Committee

Either group of representatives on the Bargaining Committee may call for a meeting which shall be held not later than thirty (30) calendar days, unless otherwise mutually agreed between the two Parties, from the date of such notification given in writing and stating the reason for such a meeting. The time and place of the meeting shall be mutually agreeable to the two Parties.

L5.4 Time Off for Meetings

Where meetings of the Bargaining Committee occur during working hours, Union members of the Committee shall not suffer loss of pay due to attendance at such meetings.

The Bargaining Committee shall be entitled to five (5) days off from work without loss of remuneration to preview and prepare proposals for the renewal of the Collective Agreement, and the Union shall reimburse the Employer the wages of employees granted leave under this provision.

L5.5 Technical Information

The Employer shall make available to the Union, on request, the following information:

- job descriptions;
- positions in the Bargaining Unit;
- job classifications;
- wage rates;
- break down of point ratings in job evaluations;
- pension and welfare plans;
- Board's policy manual;
- amendments to the Board's policy manual;
- (once per year) allotment of hours, per week, for each employee;
- (once per year) overtime hours for each employee.

L6.00 GRIEVANCES

L6.1 Definition

Within the terms of this Agreement, a grievance shall be defined as any difference or dispute between the Employer and the Employee(s) and/or Union as to the interpretation, application, administration or alleged violation of this Agreement.

L6.2 Grievance Committee and Stewards

The Union shall appoint or otherwise select a Grievance Committee which shall be composed of not more than seven (7) stewards who have completed their probationary period. The name and area of each of the stewards and the name of the Chairperson of the Grievance Committee shall be given to the Employer in writing, and the Employer shall not be required to recognize any such steward or Chairperson until so notified. Not more than one steward shall be selected from any one school.

L6.3 Duties of Stewards

It shall be the responsibility of the stewards to investigate complaints and to deal with grievances.

L6.4 Permission to Leave Work

The Employer and the Union recognize the right of the steward to leave work during working hours subject to the conditions outlined below. It is understood that no employee will conduct Union activities on the premises of the Employer except as specifically permitted by this Agreement.

- A. The Union recognizes that stewards are employed to perform full-time work for the Employer.
- B. The Employer recognizes that a steward may leave work during working hours to carry out duties under this Agreement provided that permission has first been obtained from the Supervisor.
- C. An aggregate of five (5) hours per week, (two hundred sixty [260] hours per year) of working time may be used by the stewards to carry out their duties as stewards under the terms of this Agreement, such time to be recorded on the timesheet (or method being used to collect hours of work).
- D. A steward must not be hindered, coerced, restricted or in any way interfered with while carrying out duties under the terms of this Agreement.
- E. Where the steward considers that the Supervisor has unreasonably withheld permission, or where the Supervisor considers that the steward is using an unreasonable amount of time in the performance of steward duties, the two Parties shall attempt to arrive at a mutually satisfactory solution of the problem.

F. The steward shall not suffer any loss in pay as a result of performing duties as steward during regular working hours under the terms of this Article.

L6.5 No grievance shall be considered where the circumstances giving rise to it occurred more than ten (10) full working days before the filing of the grievance in writing.

L6.6 Grievance Procedure

Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee accompanied by a steward shall present a grievance in writing to the Supervisor. The Supervisor shall meet with the aggrieved employee, with or without the assistance of the steward, to consider the grievance within five (5) working days following the presentation of the grievance. The Supervisor shall render a decision in writing within five (5) working days following the meeting where the grievance was considered. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

Step No. 2

Within ten (10) working days after the decision is given under Step No. 1, the aggrieved employee may submit the grievance to the Director of Education or designate. The employee, assisted by the Chairperson of the Grievance Committee and the steward, shall meet with such persons, including the Chairperson of the Employer's Negotiating Committee or designate, as the Director of Education or designate may desire to consider the grievance. Such meeting will be held within ten (10) working days.

At this stage, they may be assisted by a full-time representative of the Union if the presence of this person is requested by either Party. The Director of Education or designate will render a decision in writing within fifteen (15) working days of the above mentioned meeting.

L6.7 If final settlement of the grievance is not reached at Step No. 2 the grievance may be referred in writing by either Party to a Board of Arbitration as provided in Article L7.00 at any time within twenty (20) working days after the decision is given under Step No. 2 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

L6.8 All grievances shall be submitted in writing on the approved C.U.P.E. grievance form, and all replies thereto shall likewise be transmitted in writing.

L6.9 Failure to Act Within Time Limits

Failure of the Employer or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union or the Employer on any future similar grievances.

L6.10 Employer Grievances

Any grievance instituted by the Employer may be referred in writing to the Chairperson of the Grievance Committee within seven (7) full working days of the occurrence of the circumstances giving rise to the grievance. The Grievance Committee shall meet with the Employer to consider the grievance. The Grievance Committee will render its decision in writing within twenty-five (25) working days of receipt of the grievance. If final settlement of the grievance is not reached the grievance may be referred, by either Party, to a Board of Arbitration as provided in Article L7.00 at any time within twenty (20) working days thereafter, but no later.

L6.11 Union Policy Grievance

Any Union policy grievance which involves all or a number of employees in the Bargaining Unit and which is instituted by the Union may be referred in writing to the Director of Education or a designate within seven (7) full working days of the occurrence of the circumstances giving rise to the grievance. Such persons as the Director of Education or a designate may desire shall meet with the Grievance Committee to consider the grievance. This meeting will be held within ten (10) working days. The Director of Education or designate will render a decision in writing within fifteen (15) working days of the above mentioned meeting. If final settlement of the grievance is not reached the grievance may be referred, by either Party, to a Board of Arbitration as provided in Article L7.00 at any time within twenty (20) working days thereafter, but no later.

L7.00 ARBITRATION

- L7.1 Any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article L6.00 and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the Parties hereto.
- L7.2 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- L7.3 Within ten (10) working days of the request by either Party for a Board, each Party shall notify the other in writing of the name of its appointee.
- L7.4 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within fifteen (15) working days of the notification mentioned in L7.3 above, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Chairperson.
- L7.5 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

L7.6 Each of the Parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the Parties will jointly bear the expenses of the Chairperson.

L7.7 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the Parties to this Agreement.

L7.8 At any stage of the grievance or arbitration procedure, either Party may at its own expense, including reimbursement of any loss in pay to any employee, have the assistance of the employee(s) concerned as witness(es) and any other witnesses, and all reasonable arrangements will be made to permit the arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

L7.9 Disagreement on Decision

If within thirty (30) days of a decision having been handed down by the Board of Arbitration, there is disagreement as to the meaning of the decision, on application by either Party, the Chairperson of the Board of Arbitration shall, as soon as possible and in any event within twenty (20) days, arrange to reconvene the Board in order to clarify the decision.

L7.10 Definition of Working Day

Working day as used in Articles L6.00, L7.00 or L8.00 of this Agreement, shall mean a day other than Saturday, Sunday or recognized paid holiday.

L7.11 The Employer and the Union recognize the right of either Party to refer a grievance to a single arbitrator in accordance with the applicable section of the Labour Relations Act of Ontario. If either Party opts for this alternative, it will advise the other Party of its intention within twenty (20) working days of the Employer's written decision at Step 2 of the grievance procedure. Notwithstanding the above, the Parties may agree, in writing, to the appointment of a Sole Arbitrator for any grievance.

L8.00 DISCHARGE, SUSPENSION AND DISCIPLINE PROCEDURE

L8.1 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, to the presence of his/her steward. In the case of suspension or discharge, the Employer shall notify the Union in advance in order to provide representation to its member(s).

L8.2 Warnings

Whenever the Employer deems it necessary to censure an employee who has completed the probationary period in a manner indicating that dismissal may follow from either a repetition of the act or from failure to bring work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the President of the Union, with a copy to the employee involved.

L8.3 Discharge and Suspension Procedure

An employee who has completed the probationary period may be suspended for just cause by the Supervisor, who shall immediately report such action to the Employer. When an employee is suspended or discharged, the employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. An employee is suspended when temporarily removed from work as a disciplinary measure and a loss of pay therefrom is sustained.

L8.4 Discharge Cases

A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director at Step No. 3 of the grievance procedure within ten (10) working days after the employee ceases working for the Employer. Failing agreement at Step No. 3 of the grievance procedure, the matter may be submitted to an Arbitration Board as defined in Article L7.00. Such special grievances may be settled by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring Parties or the Board of Arbitration.

L8.5 Adverse Report

Where the Employer places on record a written report which may adversely affect an employee's standing or advancement, the employee shall be supplied with a copy of such report within thirty (30) working days. The report shall be dated and shall delineate the nature of the inadequacy of the employee's performance along with other pertinent aspects of the situation.

Where there is an eighteen (18) month period during which no adverse report has been entered or letter of reprimand issued, all previous detrimental records on the employee shall be destroyed. Notwithstanding the foregoing, if the matter is based on a physical interaction with a student the eighteen (18) month period shall not apply.

L9.00 NO STRIKES, NO LOCKOUTS

- L9.1 The Employer shall not cause or direct any lockout of its employees and the Union shall not cause, direct or consent to any strike or other collective action by its members which will stop, curtail or interfere with the operation of the Employer on the part of the employees and if such action should be taken by the employees, the Union shall instruct its members to return to work and perform their usual duties during the duration of this Agreement.
- L9.2 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, illegal picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article L8.3.
- L9.3 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step No. 2 of the grievance procedure.

L10.00 SENIORITY

L10.1 Definition

Seniority, as referred to in this Agreement, shall mean the length of continuous service in the employ of the Employer or its predecessors and shall be on a county-wide basis in the following manner:

Seniority will be accumulated based on total hours worked, excluding overtime calculated on a standard work year of 1820 hours (52 weeks x 35 hours). The formula is as follows:

$$\frac{\text{Total Hours Worked or on Paid Sick Leave}}{1820 \text{ Hours}} = \text{Total Years Seniority}$$

Example - Hired November 8, 1972

Works a standard week of 28 hours from September 1, 1975 to September 1, 1976 and a standard 35 hour week from September 1, 1976 to September 1, 1977.

Hours Worked September 1, 1975 to September 1, 1976:

$$52 \times 28 = 1456$$

Hours Worked September 1, 1976 to September 1, 1977:

$$52 \times 35 = 1820$$

November 8, 1972 to August 31, 1975 = 2.814 yrs.

September 1, 1975 to September 1, 1976 = $\frac{1456}{1820}$ = . 800 yrs.

September 1, 1976 to September 1, 1977 = $\frac{1820}{1820}$ = 1.000 yrs.

Total Seniority - November 8, 1972 to
September 1, 1977 = 4.614 yrs.

In the event of a tie in seniority with regards to placement on the seniority list, seniority shall be determined by a lottery. This is to be done in the presence of an elected member of the Bargaining Unit and the Employer.

L10.2 Probationary Employees

An employee will be considered on probation for the first three (3) months; however, in special circumstances probation may be extended to six (6) months, and in such cases the Union shall be notified. During the probationary period the employee will have no seniority but on completion of probationary service, seniority shall date back to the day on which employment began. The dismissal, lay off or failure to recall after lay off, of a probationary employee, shall not be the subject of a grievance.

L10.3 Seniority Lists

Seniority lists will be revised annually during the month of September to reflect the seniority of members of the Bargaining Unit at the last pay date in August. The list will be published showing each employee's location, job title, group number, name and number of standard hours worked per week, work term, hire date and years of seniority expressed to three (3) decimal places. Copies of the list will be posted in the respective schools and a copy will be given to the Union. If an employee does not challenge the position of the employee's name on the seniority list within ten (10) working days of the date of posting, the employee shall be deemed to have correct seniority standing.

L10.4 Definition of Lay Off

A lay off shall be defined as a reduction in the workforce or a reduction in the regular hours worked or a reduction in the hourly rate of pay.

L10.5 Notice of Lay Off

- (a) In the event of a lay off, the Employer will notify the Union within one (1) week of its decision and meet through the Labour Management Committee to review the following:
- (i) the reason causing the lay off;
 - (ii) the service the Employer will undertake after the lay off;
 - (iii) the method of implementation including the areas of cutback and employees to be laid-off.

Any agreement between the Union and the Employer resulting from the above review concerning the method of implementation will take precedent over other terms of lay off in this Collective Agreement.

- (b) The employer shall notify, in writing, employees who are laid off in accordance with the termination of employment provisions of Article L10.6 (b).
- (c) In Clause L10.5 (b) the times referred to are working days before the lay off is effective. If the employee laid off has not had the opportunity to work during the notice period, the employee shall be paid in lieu of work for that part of the notice period during which work was not made available.

L10.6 Termination Notice Requirements

- (a) The extent of written notice required by an employee who wishes to terminate employment shall be two (2) weeks.
- (b) The extent of written notice required by the employer in the event of termination of employment other than for just cause shall be forty (40) working days.
- (c) If the employee terminated has not had the opportunity to work during the notice period, he/she shall be paid in lieu of work for that part of the period for which work was not made available.

L10.7 Lay Off, Bumping and Recall Procedures

- (a) Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay off or reduction in the regular hours of work, employees shall be laid-off in reverse order of their seniority within their classification and location, subject to the provisions of Article L10.7 (b) - (f). It is recognized that when one employee displaces another in this process the employee must have more seniority, have the necessary qualifications and must be able to demonstrate the ability to perform the displaced employee's work during the trial period.
- (b) In determining the ability of the employee to perform the work for the purposes herein, the Employer shall not act in an arbitrary or discriminatory manner. When an employee displaces another employee, the employee doing the bumping shall:
 - (i) be provided with an outline of the duties of the position to be bumped;
 - (ii) be placed on a trial period of ten (10) working days in the position of the employee being bumped;
 - (iii) have a three (3) working day orientation/training period during the trial period with the orientation portion being by the immediate supervisor or a designate.

If during the trial period, an employee proves unsatisfactory or is unable to perform the duties of the new classification and the employee has:

- (i) bumped due to reduced hours, the employee shall be returned to the former position held;
- (ii) bumped due to redundancy of the former position, the employee shall be returned to the former position if the notice of lay off has not expired or shall be immediately laid off. Where the employee is returned to the position previously held, there shall be no second opportunity to bump associated with the current notice of lay off or with the reduction in hours of work and there shall be no requirement on the Employer to provide any additional notice to the employee of lay off or reduction in the hours of work (the notice previously given shall continue to have effect).

Any employee affected by a bumping which has been negated under the foregoing provision shall be returned to the position held prior to the negated bump occurring.

- (c) A probationary employee shall not be allowed to displace any employee.
- (d) Bumping will not take place where the employee to be displaced is in a higher pay group than the employee wishing to bump unless:
 - (i) the employee wishing to bump had been previously appointed by the Board to a position in the higher pay group, had completed the trial or probationary period in said higher pay group and had been subsequently moved to a lower pay group as a result of exercising their privilege to bump except where Clause 10.7 (e) (iv) applies.
- (e) Subject to 10.7 (d), an employee exercising bumping rights shall be entitled to:
 - (i) maintain the annual hours of the reduced position and bump a whole position or positions in the same or lower pay group to restore the annual hours being reduced; or
 - (ii) bump a whole position or positions in the same or lower pay group which provides the same annual hours as the position being reduced; or
 - (iii) if an employee holds more than one position, all in the same pay group, and hours are reduced in one or more of these positions, the employee can bump into a position(s) of the same pay group or lower, equal to all or a portion of the hours previously held; or
 - (iv) if an employee holds more than one position, in different pay groups, and one or more position(s) are affected, the employee can bump into a position(s) equal to all position(s) previously held at the lower pay group only; if the higher pay group was not the position affected then the employee voids their right under clause 10.7 (d).

- (f) An employee bumping into a position must be prepared to work the number of hours associated with the position being bumped into.
- (g) An employee who intends to exercise bumping privileges as a result of receiving a notice of lay off or suffering a reduction in hours must advise the person designated by the Employer, in writing, within five (5) working days of receiving the notice of lay off or reduction in hours of work that bumping is intended. Within a further five (5) working days, the person designated by the Employer must be informed, in writing, of the position to be bumped. An employee who fails to meet the foregoing time limits loses the privilege to bump.
- (h) Subject to the provisions of Articles L10.7 (i) - (m), employees who are laid off shall be recalled in order of seniority provided the time elapsed since lay off does not exceed two (2) years. Laid off employees shall be responsible to check the postings on the Board web site for vacancies which will be posted a minimum of five (5) working days prior to the expiration date of the posting under Clause L11.1 (a) for a period of up to two (2) years and may apply in writing for any vacancy (within the time limits for application for said position) indicating that an attempt is being made to exercise the right of recall.
- (i) Where an employee is being recalled to a position which is not the same as the one previously held, the employee must have the necessary qualifications and must be able to demonstrate the ability to perform the work of the position during the trial period.
- (j) Where an employee is being recalled to a position which is not the same as the one previously held, the employee being recalled shall be placed on trial for a period of five (5) working days. In the event that during the aforementioned trial period the employee so placed on trial proves unsatisfactory in the position or is unable to perform the duties of the job classification, the employee shall be returned to lay off status. The date of lay off (for determining whether or not two [2] years have elapsed) shall not be affected by such recall and return to lay off.
- (k) During the two (2) year period the same right of competition shall be open to all laid off employees as is open to all other members of the Bargaining Unit. Notwithstanding the provisions of Article L10.7 (j), the trial period set out in Article L11.3 shall apply where the laid off employee is appointed to a higher level position than the one held at the time of lay off.
- (l) A laid off employee who fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause, shall be deemed to have refused recall and to have no further rights of recall.
- (m) A laid off employee must repay any severance allowance paid or the employee cannot be recalled (repayment will be made upon successful completion of any trial period).

L10.8 No New Employees - Recall

No new employees will be hired until those laid off for a period of two (2) years or less have been given an opportunity of re-employment.

L10.9 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of illness, accident, lay off of two (2) years or less, or leave of absence approved by the Employer. An employee shall lose all seniority rights only in the event that:

- (a) the employee is discharged for just cause and is not reinstated;
- (b) the employee resigns in writing;
- (c) the employee is absent from work in excess of three (3) working days without sufficient cause and without notifying the Employer, unless such notice was not reasonably possible;
- (d) the employee fails to return to work within seven (7) calendar days following a lay off and after being notified by registered or certified mail to do so, unless through sickness or other just cause;
- (e) the employee is laid off for a period longer than two (2) years.

Loss of seniority under this Article shall also result in termination of employment.

L10.10 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside the Bargaining Unit, the employee shall retain seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee returns to the Bargaining Unit within twelve (12) months, the employee shall be assigned to a job in a manner consistent with seniority held. Such return shall not result in the lay off or bumping of an employee holding greater seniority.

L10.11 Notwithstanding Clause 10.10, if an employee is the successful candidate for a position outside the Bargaining Unit, the employee shall have the right to return to the former position in the Bargaining Unit without loss of seniority for forty (40) working days.

L10.12 Change of Address

It shall be the duty of each employee to notify the Employer promptly of any change in address or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

L11.00 POSTING AND FILLING POSITIONS

L11.1 (a) Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing. In addition to notifying the Union they shall post all internal and external CUPE 1321 positions on the Renfrew County District School Board web site and post the notice of the position in all the buildings of the Employer on the bulletin boards in each building designated for the said purpose (one bulletin board for each building). The notices shall be posted for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore.

In the event of a vacancy or additional hours increasing a part-time position by five (5) or more hours per week, the position shall be posted. The successful candidate must accept all the additional hours posted. In the event that additional hours do not result in the change of a part-time position by five (5) or more hours per week, the additional hours shall be offered to the most senior qualified part-time employee at the location in case of schools and at the department in the case of an administrative office. If the hours are declined, they shall be offered to the next senior qualified employee. Any hours not taken shall be posted.

In filling the position it is recognized that the Employer may:

1. hire outside the Bargaining Unit when no suitable employee applies in writing within the time prescribed in the posting;
2. appoint from within the Bargaining Unit employees who consent but have not applied.

Both Parties recognize:

1. the principle of promotion within the Bargaining Unit; and
2. that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant having the required qualifications, required skills, experience and the greatest seniority. Appointments from within the Bargaining Unit shall be made within twenty-five (25) working days of the posting.

(b) Information in Postings

Such notice shall contain the following information:

- Nature of position; qualifications;
- required knowledge and education;
- skills; shift and rate of pay.

(c) Temporary Employees

Surplus or emergency work may be performed by temporary employees hired for a period not to exceed ninety (90) calendar days or for the duration of the sickness or leave of absence of a member of the Bargaining Unit. For such work the posting requirement will not apply except for positions which are known in advance to be for a period of at least one hundred twenty (120) days.

Temporary employees hired under this section will not accumulate seniority in the Bargaining Unit during the temporary appointment unless they hold a recall right under Article L10.7 (h) or are a current employee. If a temporary employee, who during the temporary assignment, is the successful applicant for a permanent position shall be credited seniority for all hours worked in the temporary assignment at the conclusion of the probationary period. For a predetermined assignment of four (4) months or more a temporary employee shall be entitled to insured benefits pursuant to Article L19.00 or Article L20.00

L11.2 Notification

The Employer agrees to advise the Union of all appointments, hirings, layoffs, transfers, recalls, and termination of employment within the Bargaining Unit.

L11.3 Trial Period

The successful applicant shall be placed on trial for a period of forty (40) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty (40) working days. In the event that during the aforementioned trial period the successful applicant proves unsatisfactory in the position or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position and income without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and rate of pay without loss of seniority. The Employer need not re-post the vacancy or any others resulting from the reversion. The Employer will fill it with the next ranked applicant or appoint under the terms of Article L11.1 (a). Unless otherwise provided, the foregoing trial period does not apply to any change in position made in accordance with Article L10.7.

L11.4 Pay During Temporary Transfers

When an employee temporarily substitutes in or performs the principal duties of a higher paying position for which a salary range has been established, for a minimum period of five (5) working days, the employee shall receive the lowest rate in the salary range of the position being performed which provides an increase of at least 3.0% higher than the previous rate. When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced until after sixty (60) consecutive working days.

For assignments of less than five (5) consecutive working days, an employee shall be paid his/her regular rate of pay.

- L11.5** Subject to the approval of the Superintendent responsible for Human Resources an employee may be granted a part-time or full-time leave of absence from their position. The following shall apply if the leave is approved.

Leave of Absence

1. The duration of the leave shall be a minimum of six (6) months, which subject to the approval of the Superintendent responsible for Human Resources, may be extended for another term. The posting requirement will apply for the vacancy.
2. At the expiration of the leave, the original employee resumes the duties of the original position and the leave of absence replacement returns to his/her previous position or is laid off.
3. The leave of absence replacement, if a current member of the Bargaining Unit, has full rights and privileges of an employee pursuant to this Collective Agreement.

L12.00 WAGES

- L12.1 (a)** Pay Days

The Employer shall pay salaries and wages on alternate Thursdays in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages and deductions. Pay adjustments will be made effective at the beginning of the pay period closest to date of the change.

- (b) Effective sixty (60) days following the date of ratification of this agreement:
- (i) Except in extraordinary circumstances, all payments made under the schedule of (a) above shall be made by the method known as "direct deposit".
 - (ii) Each employee shall open one account with a Bank or other financial institution which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks, the employee acknowledges that the Board has no liability for a failure to deposit a payment by a date specified in (a) above. The Board shall supply a list of financial institutions which claim to accept electronic fund transfers within the time period that is normal for an electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks.

- (iii) Each employee shall supply a sample voided cheque with proper electronic coding for the account to which salary deposit is to be made. No payments can be made until this information has been supplied.
 - (iv) When anytime an employee changes accounts to which salary is to be deposited, the provisions of (iii) apply. Unless an employee moves principal residence from one community to another, a maximum of one (1) change of account for deposit will be accepted in any one school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board Payroll Department at least two (2) weeks before the change is to be effective.
 - (v) The Board reserves the right to pay by cheque at any time. The Board reserves the right to pay by cheque if it finds major difficulties with the process or upon three (3) months advance written notice to the Union where the Board had determined the system must revert to a cheque based system.
- (c) Where a pay date is not a date on which direct deposits can be made, the pay date shall be moved to a date preceding the specified date unless to do so will move the pay date into a different school year or a different calendar year in which case, the pay date shall be moved to date following. In each case, the date moved to will be the one nearest the specified date on which the transaction can occur.

L12.2 (a) Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. Those descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

(b) Review of Job Descriptions

The Joint Job Evaluation Committee will be responsible for reviewing job descriptions and such review shall commence within thirty (30) days of the ratification of this Agreement.

L12.3 Changes in Classification

When the duties in any classification are changed or the volume of work is increased or where the Union and/or an employee feels unfairly or incorrectly classified or when any position not covered by Schedule "A" is established during the term of this Agreement, the matter will be dealt with by the Joint Job Evaluation Committee in accordance with the Memorandum of Agreement which is attached to and forms part of this Agreement.

L12.4 Late Arrival or Early Departure

Time lost through late arrival or early departure may result in corresponding deduction of pay, with a minimum penalty of one-quarter hour.

L13.00 HOURS OF WORK

L13.1 The normal work week for all employees shall consist of five (5) seven-hour days, from Monday to Friday inclusive.

(a) The hours of work shall be between 7:30 a.m. and 5:00 p.m. with one (1) hour off for lunch between 11:00 a.m. and 2:00 p.m.

(b) Notwithstanding Article L13.1 (a) an employee of the IT Department may have two (2) regular shifts in each normal work week scheduled between 8:00 a.m. and 12:00 midnight with a maximum of one-hour lunch period.

No seven-hour day shall be spread over a period longer than eight hours. These hours including the right to take a one-half hour (1/2) lunch period as opposed to one (1) hour may be amended by mutual consent of the employee and the Employer. There shall be no split shifts.

NOTE: The above provisions with respect to "normal" hours of work shall not be construed as a guarantee of any specified hours of work either per day or per week.

L13.2 Summer Schedule

During the period between July 1st and Labour Day, the work week shall consist of five (5) six and one-half (6.5) hour days between the hours of 7:30 a.m. and 5:00 p.m. with employees being paid for seven (7) hours at their regular hourly rate of pay.

L13.3 Variable Year

The Employer and the Union recognize that some employees within the Bargaining Unit are on a ten (10) month year, some on an eleven (11) month year and the rest on a twelve (12) month year. The Employer agrees to define the working year for each employee and to supply this information to the Union in writing.

L13.4 Working Schedule

A change in the hours and days of work of each employee shall be posted in an appropriate place at least one week in advance.

L13.5 Review

The Employer agrees to review the work requirements in any school prior to reducing the working hours of a member of the Bargaining Unit within that school.

L13.6 Break Period(s)

All employees will be permitted a fifteen (15) minute rest period in each half of the normal scheduled day under Article L13.1, at a time to be decided by the Employer.

L13.7 Shift Premium

Employees required to work shift work, in accordance with Article L13.1(b), shall receive an additional twenty-seven (27) cents per hour for all hours of any shift where fifty (50) percent or more of the hours of the shift fall between 3:00 p.m. and midnight.

L14.00 OVERTIME

L14.1 Overtime Defined

All time worked beyond the normal work day, the normal work week or on a Sunday or a recognized holiday shall be considered as overtime. All overtime must have the prior approval of the Supervisor.

L14.2 Overtime Rates

Overtime rates shall apply for work as follows:

- (a) On a regular work day - time and one-half after seven (7) hours in any one day for all employees.
- (b) On a regularly scheduled day off - time and one-half.
- (c) On a recognized holiday as described in 16.1 - time and one-half plus another day off with pay at a time mutually agreeable between the employee and the Employer. In lieu of another day off with pay, the employee may elect to be paid the employee's normal day's wages plus time and one-half for the time worked.
- (d) All time worked on Sunday - time and one-half.

L14.3 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Employer. Banked time accumulated during the year and not taken in time off prior to July 31st will be paid out.

L14.4 Calculation of Overtime

Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

L14.5 Overtime for Part-Time Employees

Part-time employees working less than seven (7) 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 seven (7) hours in the working day. Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on holidays and regular days off.

L14.6 Minimum Call-Back Time

An employee who is called in and required to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rate. Overtime pay does not cover travelling time from the employee's residence to the employee's normal reporting centre.

L15.00 VACATION WITH PAY

NOTE: For the purpose of computing vacation, the year shall be from 1 September to 31 August. Where an employee's employment is terminated part way through a vacation year, the employee's vacation entitlement for the current year shall be pro-rated in accordance with the ratio the part vacation year worked bears to the entire year.

L15.1 A. Full-Time and Twelve Month Part-Time Employees

All full-time employees and part-time employees working twelve (12) months shall be entitled to annual vacation with pay at their regular rates of pay as follows:

- (a) Less than three (3) years - one (1) day per month to a maximum of ten (10) days;
- (b) Three (3) years and over but under ten (10) years - fifteen (15) working days;
- (c) Ten (10) years and over but under fifteen (15) years - twenty (20) working days;
- (d) Fifteen (15) years and over but under twenty (20) years - twenty-two (22) working days;
- (e) Twenty (20) years and over – twenty-five (25) working days;
- (f) Thirty (30) years and over – thirty (30) working days.

For employees in categories (b), (c), (d), (e), and (f) above, no deduction will be made if the employee leaves before the end of August providing the vacation is taken after May 1st.

B. Part-Time Employees

Vacation pay for part-time employees other than those working twelve (12) months will be calculated on the following basis:

- (a) Less than three (3) calendar years - 4% of annual earnings;
- (b) Three (3) calendar years and over but under ten (10) years - 6% of annual earnings;
- (c) Ten (10) calendar years and over but under fifteen (15) years - 8% of annual earnings;
- (d) Fifteen (15) calendar years and over but under twenty (20) years – 8.8% of annual earnings;
- (e) Twenty (20) calendar years and over – 10% of annual earnings;
- (f) Thirty (30) years and over – 12% of annual earnings.

Part-time employees' vacation pay will be paid, on a pro-rata basis, with each pay period according to the above schedule. Such vacation pay will be separately denoted on the pay stub. As a result, vacation time-off will be without pay.

L15.2 Holidays During Vacation

When any of the Holidays as defined under Article L16.1 fall during an employee's vacation period, no deduction shall be made from the employee's vacation entitlement for that day, provided s/he has received Holiday Pay.

L15.3 Vacation Pay

Vacation pay shall be at the rate in effect immediately prior to the vacation period.

L15.4 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

L15.5 Vacation Schedules

Employees shall indicate their vacation preferences by April 1st. Vacation Schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer. Where an employee chooses to take vacation in an unbroken block, the vacation may commence immediately following an employee's regularly scheduled days off.

L15.6 Vacation Carryover

Vacation time equivalent to not more than one (1) year's vacation entitlement may be carried forward from one year to the next with the approval of the person designated by the Employer.

L16.00 RECOGNIZED HOLIDAYS

L16.1 List of Holidays

The Employer recognizes the following as paid holidays:

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

In lieu of Remembrance Day, one (1) floating holiday shall be granted to each employee who is employed by the Employer on November 1st. This holiday shall normally be taken on a non-instructional day between November 1st and June 30th. The Supervisor's approval shall be obtained and seven (7) days' notice provided before the holiday is taken. This holiday may be split into two (2) half days provided these are taken on the employee's last regularly scheduled day or shift prior to Christmas Day and New Year's Day.

The last half of the shift of the last regular scheduled work day prior to Christmas Day and New Year's Day shall be granted as a holiday with pay.

Any other day proclaimed as a holiday by the Dominion or Provincial Government.

L16.2 Holidays Falling on Weekend

- (a) Except as provided in (b) below, when any of the holidays which are specifically named in Article L16.1 as full days fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.
- (b) When Christmas Day falls on a Saturday or Sunday, the following Monday shall be deemed to be the holiday for the purpose of this Agreement and the following Tuesday shall be deemed for the purpose of this Agreement to be the holiday for Boxing Day.

L16.3 Holidays on Day Off

When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

L16.4 Condition on Payment

In order to be entitled to payment for a holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, unless the employee is absent with pay

through illness supported by the certificate of a physician or licentiate of dental surgery, as the case may be, is on approved leave of absence with pay, or is on approved leave of absence without pay not exceeding five (5) working days (except where the absence is without pay due to sick leave being exhausted) or is on approved vacation time off without pay.

L16.5 Part-Time Employees

The number of hours' pay for each holiday set out in Article L16.1 for an employee working less than thirty-five (35) hours per week shall be based on the average number of hours per day said employee works. This average number of hours shall be determined by dividing the number of regular hours said employee worked in the last ten (10) days worked in the period immediately preceding the holiday.

L17.00 SICK LEAVE

REFERENCE CENTRAL TERMS C6.00

L17.1 Personal Illness

Each employee shall be entitled to salary notwithstanding absence from duty on account of sickness certified to by a physician or on account of acute inflammatory condition of the teeth or gums certified to by a licentiate of dental surgery.

L17.2 Each employee's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year commencing September 1st.

L17.3 Absence due to personal illness for periods of five (5) consecutive days or less and not exceeding a total of ten (10) days in any one year do not normally require medical certification. However, at the Employer's discretion, a medical certificate may be required for any lesser period of absence. For absences in excess of this but three (3) months or less, a certificate or other evidence acceptable as specified in paragraph 17.1 shall be submitted to the person designated by the Employer. If the absence is for a period of more than three (3) months, the Board may request that it be certified by a doctor chosen by the Board at the Board's expense.

L17.4 All payments to employees under the sickness allowance regulations shall be computed on the basis of the rate of regular day's salary such employee is, or would be receiving at the time the absence occurs.

L17.5 Retirement Gratuity

Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible

to receive as of that day. The following language applies only to those employees eligible for the gratuity above.

An eligible employee who retires while in the employ of the Employer shall receive a gratuity based on:

1. the number of years of service; and
2. the number of days accumulated in the employee's sick leave account at the time of retirement.

*A gratuity will be paid only on retirement on a pension as defined in the O.M.E.R.S. regulation or permanent disability as certified to by a medical practitioner. To receive the gratuity related to retirement the employee must submit proof to the Human Resources Department within three (3) months after leaving the Board's employ that a pension from O.M.E.R.S. is being received.

This gratuity shall not exceed a maximum of fifty (50) percent of one year's salary at date of retirement.

The formula for calculating the gratuity shall be:

$$\frac{N}{240 \text{ days}} \times \% \times \text{Salary}$$

N - Number of unused accumulated sick leave credit days to a maximum of 240.

% is based on years of service:

10 years - 20%	16 years - 38%
11 years - 23%	17 years - 41%
12 years - 26%	18 years - 44%
13 years - 29%	19 years - 47%
14 years - 32%	20 years - 50% (maximum)
15 years - 35%	

Salary = last full year's salary.

For gratuity purposes an employee may accumulate 270 days; however, the gratuity is based on a maximum of 240 days.

This gratuity will be paid in one lump sum.

In the event of the death of the employee prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the employee's beneficiary. If the employee has not named a beneficiary, the gratuity shall be paid to the employee's estate.

Should a retired employee die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary or estate if no beneficiary has been named.

*For employees hired prior to January 1, 1976, the formula shall be:

$$\frac{\text{days}}{240} \times 3\% \text{ of best salary up to } 50\% \text{ of one year's salary at time of retirement}$$

L17.6 Severance Allowance

Where an employee has a period of ten (10) or more years of continuous unbroken service with the Renfrew County District School Board and its predecessors, such period ending at the time of termination of employment, the employee shall, on termination of employment, be entitled to severance pay on the following terms:

- (a) the employee will receive five (5) days' pay for each year of service in which at least ten (10) days' sick leave was accumulated;
- (b) the maximum severance allowance shall be a half-year's salary.

L18.00 LEAVE OF ABSENCE

L18.1 Special Leave

Each employee may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of five (5) days in any one year, subject to the approval of the Supervisor--such approval or non-approval shall be in writing to the employee concerned. Any such absence shall be chargeable to the employee's special leave account.

Generally, special leave is granted for such reasons as:

- university graduation exercise for members of immediate family;
- funeral of relative other than specified next-of-kin or close friend;
- sudden illness of family member (usually one or two days until suitable arrangements can be made to care for person);
- taking member of family to doctor or hospital;
- appointment with lawyer or other professional which cannot be arranged outside working hours;
- household emergencies; and
- marriage of employee's children or children of employee's spouse.

Special leave is not granted for social occasions such as family reunions, special anniversaries, etc. It is assumed the employee would use vacation time in these instances.

When an employee is to be married, the employee will be allowed five (5) days' special leave to be taken either the week preceding or the week following the wedding.

L18.2 Bereavement Leave

A maximum of three (3) working days with pay shall be granted to attend the funeral of immediate next-of-kin only: parent, step-parent, spouse (including same sex or common-law), child, step-child, brother or sister, brother-in-law or sister-in-law, parent-in-law, grandparent, grandchild, any relative living in the same household or any other relative for whom the employee is required to make the funeral arrangements.

If more than three (3) consecutive days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) shall be chargeable to special leave. If the special leave is used up, then pay shall be withheld for the number of days involved. Special leave granted under this section is subject to the approval of the person designated by the Employer.

L18.3 Quarantine

In any case where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the medical health authorities from attending to duties, the employee shall be paid regular salary and the time shall not be deducted from the employee's sick leave account.

L18.4 (a) Jury Duty

Each employee shall be allowed leave of absence without deduction of salary or sick leave when required to serve on a jury or subpoenaed as a witness in any proceeding to which the employee is not a Party or one of the persons charged. The employee shall pay to the Board any fee, exclusive of travelling allowances and living expenses that are received as a juror or as a witness.

(b) Court Cases

In the event that an employee, in the execution of duties, is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court with the approval of the Employer. If the employee is not acquitted, a salary deduction may be made at the discretion of the Employer.

L18.5 Accidents Covered by the Workplace Safety and Insurance Act

Each employee who is injured in the course of duty shall have Workers' Compensation salary awards supplemented without deduction from sick leave to a maximum of four (4) years and six (6) months.

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

L18.6 (a) Pregnancy Leave

- (i) If an employee has been in the employ of the Employer for at least thirteen (13) weeks, the employee is entitled to take an unpaid parental leave (where applicable) for up to thirty-five (35) consecutive weeks following the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (ii) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date that the leave is to begin together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.
- (iii) In the event of complications with the pregnancy or because of the birth, still birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the employer with a certificate from her physician stating the expected date of the child.
- (iv) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still birth or miscarriage.

(b) Parental Leave

- (i) If an employee has been in the employ of the Employer for at least thirteen (13) weeks, the employee is entitled to take an unpaid parental leave (where applicable) for up to thirty-five (35) consecutive weeks following the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (ii) The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. In the event that an employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must, within two (2) weeks of stopping work, provide the Employer with written notice of the date the parental leave began. The parental leave begins on the date that the employee stopped working.

- (iii) Employees who have taken a pregnancy leave and who wish also to take parental leave must commence parental leave immediately 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.
- (iv) Fathers who wish to take a parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.
- (v) Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.
- (vi) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

(c) General Provisions Applicable to Pregnancy and Parental Leave

- (i) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.
- (ii) An employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks written notice before the earlier date.
- (iii) Employees are entitled during pregnancy and parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans and dental plans in which the employee participated prior to taking the leave. For periods of time required under the Employment Standards Act (including a maximum of thirty-five [35] weeks for Parental Leave) the Employer shall continue to make the Employer's contributions for the prescribed benefit plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions during the leave period. Employer contributions shall not extend beyond the designated period.
- (iv) Employees shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.
- (v) During the above leaves, employees shall accumulate seniority.
- (vi) Leave shall be for a period of up to one (1) year at the written request of the employee.

Maternity Benefits/SEB Plan

- (vii) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall

receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

- (viii) 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.
- (ix) 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.
- (x) 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.
- (xi) 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.
- (xii) Employees not defined above have no entitlement to the benefits outlined in this article.

L18.7 Union Conventions

In any one calendar year, leave of absence with pay for the number of days equivalent to the unexpended balance of time available to stewards for Union duties as provided in Article L6.4 (c) and accumulated during the previous calendar year, shall be granted to the Union for employees elected or appointed to represent the Union at conventions or seminars.

No more than two (2) employees shall be absent at one time and the Union shall request leave thirty (30) days prior to the date of commencing such leave.

L19.00 INSURED BENEFITS

Upon request, the Union shall be provided with current copies of the Master Policies of all insured benefits.

L19.1 (a) Health Insurance Plan

Premiums for supplementary medical benefits and semi-private hospital accommodation and vision care will be paid 90% by the Employer and 10% by the employee. Vision care will provide a maximum of \$275 every 24 months for each member, spouse and each dependent child.

(b) Group Life Plans

Premiums for \$50,000 group life and dependent life insurance (spouse - \$5,000; eligible children - \$2,000) will be paid 90% by the Employer and 10% by the employee.

At their option, subject to the conditions of the carrier, employees may purchase additional life insurance in increments of \$25,000 up to a maximum of \$200,000. . The only Employer contribution is administrative.

(c) Dental Plan

Premiums for Ontario Blue Cross Dental Plan #9 or equivalent at the current O.D.A. fee schedule will be paid 85% by the Employer and 15% by the employee and with riders 2 and 4, based on 50/50 co-insurance.

L19.2 Pension

Each regular full and part-time employee will participate in the Ontario Municipal Employees Retirement System according to the Ontario Municipal Employees Retirement System Act and Regulations, as amended from time-to- time.

The Employer agrees to notify the Union within thirty (30) days of receipt of any changes to the Ontario Municipal Employees Retirement System Act or Regulations.

L19.3 Accidental Death and Dismemberment

From July 1, 1980 it shall be a condition of employment that all eligible employees enrol in the accidental death and dismemberment insurance plan administered by the Board. The premiums for this insurance shall be wholly paid by the employees.

L19.4 Absence Without Pay

- (a) During any authorized leave of absence without pay, benefits may be maintained provided the employee pays to the employer 100% of the premiums required for coverage during the absence without pay. The employee shall either pay the full amount in advance or pay monthly by pre-authorized debit from the employee's bank account.
- (b) The Board shall maintain its contributions towards the insured benefits of an employee on sick leave provided:
 - (i) the employee is not on probation;
 - (ii) the employee has been on sick leave without pay for not more than six (6) months since the expiration of sick leave credits;
 - (iii) the employee's share of the premiums is maintained.

L19.5 Dependent Life Insurance

All eligible employees hired on or after June 1, 1984, shall, as a condition of employment, enrol in the dependent life insurance plan [set out in Clause L19.1 (b) and Clause L20.1 (b)].

L19.6 Long-Term Disability Insurance

The Employer agrees to administer a long-term disability insurance plan which covers 66.9% of the employee's regular monthly earnings. The Employer's only contribution shall be administration.

L19.7 Benefits for Early Retirees

Subject to conditions of insurance underwriters, an employee who retires (as defined by OMERS) from the Board may retain coverage under the Group Life Insurance Plan, supplementary medical and semi-private hospital plan provided that the employee had the coverage at the time of retirement until he/she attains the age of sixty-five (65) years. The retired employee must pay in advance or pay monthly by pre-authorized debit from the retired employee's bank account the full premium costs to maintain participation and coverage under the group contract. The Board reserves the right at any time to establish a separate group for retirees for rating purposes.

L19.9 An employee who is laid off and is placed on recall may maintain his/her benefits for a period of six (6) months provided the employee pays to the Employer 100% of the premiums required. The employee shall either pay the full amount in advance or by pre-authorized monthly debit from the employee's bank account.

L20.00 PART-TIME EMPLOYEES

L20.1 Part-Time Employees

- (a) Unless otherwise specified, part-time employees shall receive the conditions of employment and fringe benefits specified in this Agreement on a pro-rata basis according to their hours of work.
- (b) The Employer shall pay 85% of the premiums for supplementary medical and semi-private hospital accommodation, 90% of the premiums for \$30,000 group life and dependent life insurance (spouse \$5,000; eligible children - \$2,000) for eligible employees working twenty-one (21) hours or more per week. The Employer shall pay 42.5% of the premiums for supplementary medical and semi-private hospital accommodation, for eligible employees working less than twenty-one (21) hours per week.
- (c) The Employer shall pay 80% of the premiums for the dental plan [described in Clause 19.1(c)] for eligible employees working twenty-one (21) hours or more per week and 40% of the premiums for eligible employees working less than twenty-one (21) hours per week.

- (d) The Employer shall pay 90% of the premiums of \$12,000 group life and dependent life insurance (spouse - \$5,000; eligible children - \$2,000) for eligible employees working less than twenty-one (21) hours per week.
- (e) An employee working less than seventeen and one-half (17.5) hours per week may choose not to enrol in the plans above. An employee who selects this option may subsequently enrol in the benefits upon meeting any and all conditions established by the carriers or upon an increase in regularly scheduled hours to seventeen and one-half (17.5) or more hours per week.

L21.00 TECHNOLOGICAL AND OTHER CHANGES

L21.1 Training Program

Where the Employer introduces new techniques or equipment into the operation covered by the Bargaining Unit, and where such innovation renders obsolete the skills used by employees in that area, the Employer agrees to retrain at the Employer's own expense, eligible displaced employees for such positions as the change of arrangements makes available, provided the training period does not exceed two months. During the retraining period, the employee shall be maintained at the employee's previous rate of pay and the Employer may engage temporary staff to carry on the work of such employee. The pay received by retrained personnel shall be that which applies to the new positions.

L21.2 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than two (2) months, the additional training time shall be a subject for discussion between the Employer and the Union.

L21.3 Technological Changes

The Union shall be notified of any proposed technological changes before implementation.

L21.4 No New Employees

No additional employees shall be hired by the Employer until the employees already working have been notified of the proposed technological change or other change of a similar nature and allowed a training period to acquire the necessary knowledge or skill for the trainees to retain their employment.

L21.5 Monitors

It is agreed and understood that the following shall be implemented:

- (i) Any employee required to work on a desktop/laptop computer will be required to have an eye examination immediately prior to commencing work on the unit and once a year thereafter as long as they continue to be required to work on a desktop/laptop computer. This examination will establish the actual state of health of the eye.
- (ii) The Board will pay any additional cost in excess of that normally paid for by O.H.I.P. and any other medical coverage towards which the Board contributes part or all of the premium cost. Payment will be conditional upon the employee signing a medical release so that a copy of the eye examination report can be provided to the Board.
- (iii) For employees working on a desktop/laptop computer, the Board agrees to pay for any special eyeglasses (contact lenses if medically required and eyeglasses cannot be worn) required by these employees in order to work on a desktop/laptop computer.

L22.00 GENERAL

L22.1 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

L22.2 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

L22.3 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and the employee's rights and duties under it. For this reason the Employer shall within six (6) weeks of signing email an electronic copy to all employees.

L22.4 Overtime Meal Allowance

An employee who is required to work two (2) or more hours overtime immediately prior to, or immediately following a regular seven (7) hour working day shall be provided with a meal allowance of \$8.00 effective September 1, 2008 and \$10.00 effective September 1, 2010. This allowance would also be paid out when an employee works more than seven (7) hours on weekend days or recognized holidays as per 16.1 definition.

L22.5 Educational Allowances

The Employer shall pay the full cost of any course of instruction requested or approved by the Employer for an employee who seeks to become better qualified to perform their

job. Payment shall be made on successful completion of the course.

L22.6 Mileage Allowance

- (a) Employees who are required by the Employer to use their own automobiles for the Employer's business will be paid mileage as per Board policy. The minimum mileage allowance will be \$2.00 per day when the vehicle is used on the Employer's business
- (b) Upon request and subject to being eligible, the Employer shall sign a T2200 form which is provided and completed by any employee who is required by the Employer to use a personal vehicle to discharge the duties of the position.

L22.7 Plural Terms May Apply

Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

L22.8 Transfer of Employees

Transfer of an employee at the request of the Employer in excess of thirty-five (35) km from the employee's present location within the County shall be by mutual agreement of the employer and the employee concerned, with no penalty assessed against any employee who declines.

The Employer shall pay all reasonable moving costs of any employee who has been requested to make such transfer within the County, plus a special relocation allowance of up to \$300.00 to help pay for incidental expenses involved.

(No moving allowance will be paid by the Employer where the employee applied for another position or transfer within the County.)

L22.9 Access to Files

Subject to prior appointment, each employee shall have supervised access to the employee's personnel file. The employee has a right to receive copies of any document on the file.

L22.10 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement.

L22.11 Incllement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent an employee from travelling from his/her principal residence to his/her workplace, there shall be no loss of salary under this Collective Agreement. On return to work, the employee will submit an application for leave form

to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

L23.00 TERMINATION

L23.1 This Agreement shall remain in force and effect from September 1, 2014 to August 31, 2017, and shall continue thereafter for a further period of one year unless either Party shall give notice to the other not more than three months before the expiration date herein that it desires revisions, modifications or termination of this Agreement at its expiration date.

L23.2 In the event that either Party does give such notice, the Parties shall meet to negotiate within fifteen (15) days after the giving of such notice, or at a time mutually agreeable to both Parties.

L24.00 HARASSMENT

L24.1 The parties agree to abide by the Ontario Human Rights Code and its regulations and to recognize the right of the employees to work in an environment free from any form of harassment, and the employer recognizes its responsibility to maintain a harassment and discrimination free workplace.

Signed at Pembroke, Ontario, this 21st day of March, 2018

On behalf of the Canadian Union
of Public Employees and Local 1321

On behalf of the Renfrew
County District School Board

Philippe Boer
A. Cowan
[Signature]
Kathy Innes
A. [Signature]

B. McIntyre
[Signature]

Appendix A

Supplementary Benefits

Paramedical

Based on no co-insurance:

- (i) Podiatrist to a maximum of \$400 per year
- (ii) Physiotherapist/athletic to a maximum of \$750 per year
- (iii) Speech Therapist to a maximum of \$400 per year
- (iv) Chiropractor to a maximum of \$400 per year
- (v) Osteopath to a maximum of \$400 per year
- (vi) Chiropodist to a maximum of \$400 per year
- (vii) Nutritional counselling to a maximum of \$400 per year
- (viii) Naturopath to a maximum of \$400 per year
The combined maximum for practitioners in (i) through (viii) of \$1,500 per year.
- (ix) Massage Therapist to a maximum of \$400 per year
- (x) Psychologist to a maximum of \$400 per year
- (xi) Hearing Aids to a maximum of \$300 every 48 months

Dental Plan

The cost of premiums for Ontario Blue Cross Plan #9 (with bitewings every 18 months for adults, every 12 months if under 18 years of age and recalls every 9 months for adults and every 6 months if under 18 years of age; rider 2 (Dentures) based on 50/50 co-insurance with a \$2,000 per lifetime maximum; rider 4 (major restorative based on 50/50 coinsurance with a \$2,000 per year maximum; and orthodontics based on 50/50 co-insurance with a \$3,000 per lifetime maximum) or equivalent.

Vision Care

Vision care is included in the supplementary medical and semi-private hospital coverage and provides a maximum of \$425 every 24 months for each employee, spouse and dependent child.

In addition a drug card has been added to the plan.

Appendix B Wages and Classifications

SCHEDULE A – WAGES AND CLASSIFICATIONS

Group	Job Title	Points	September 1, 2014			September 1, 2016			February 1, 2017		
			Start	6 Months	12 Months	Start	6 Months	12 Months	Start	6 Months	12 Months
1		199-218	18.18	18.57	18.92	18.36	18.76	19.11	18.45	18.85	19.21
2		219-238	18.93	19.26	19.62	19.12	19.45	19.82	19.22	19.55	19.92
3	Switchboard Operator	239-258	19.64	19.98	20.34	19.84	20.18	20.54	19.94	20.28	20.64
4	Secretary - Department Manager	259-278	20.37	20.73	21.08	20.57	20.94	21.29	20.67	21.04	21.40
5	Accounting Clerk II - Payable Accounting Clerk II - Payroll Elementary Secretary - Supervised School Office Assistant - Consultants School Office Assistant - Secondary Secretary - Adult High School Secretary - Continuing Education	279-298	21.10	21.45	21.78	21.31	21.66	22.00	21.42	21.77	22.11
6	Accounting Clerk 2 - Finance Records Assistant Secretary - Special Education	299-318	21.80	22.16	22.53	22.02	22.38	22.76	22.13	22.49	22.87
7	Email/Hotline Support Assistant Senior Secretary - Facilities Services Secretary / Software Support	319-338	22.54	22.91	23.26	22.77	23.14	23.49	22.88	23.26	23.61
8	Buyer Financial Accountability Analyst Payroll Clerk 2 School Office Assistant - Secondary Senior Secretary - Secondary	339-358	23.28	23.62	23.98	23.51	23.86	24.22	23.63	23.98	24.34
9	Elementary Sr Secretary - No Supervision I.T. School & Office Coach Microcomputer Support Specialist Network Support Specialist Network Systems Administrator Software Support Specialist	359-378	28.12	28.45	28.83	28.40	28.73	29.12	28.54	28.87	29.27
10	Accounts Payable Supervisor Elementary Sr Secretary - Supervision Programmer / Analyst	379-398	30.21	30.57	30.92	30.51	30.88	31.23	30.66	31.03	31.39
11	Health, Safety & WSIB Supervisor	399-418	32.32	32.66	33.01	32.64	32.99	33.34	32.80	33.15	33.51
12	Payroll Supervisor Technical Support Supervisor	419-438	34.39	34.74	35.11	34.73	35.09	35.46	34.90	35.27	35.64
13		439-458	37.87	38.22	38.59	38.25	38.60	38.98	38.44	38.79	39.17
14		459-478	38.61	38.96	39.31	39.00	39.35	39.70	39.20	39.55	39.90
15	Network Support Engineer	479-498	39.35	39.70	40.05	39.74	40.10	40.45	39.94	40.30	40.65

Note 1 - Senior Secretary Elementary Schools. Employed full-time (10 month or 12 month). Only one per location.

Appendix C

2008-2012 Collective Agreement Language (Articles 17 and 18) retained for historical purposes

ARTICLE 17 - SICK LEAVE

17.01 Personal Illness

Each employee shall be entitled to salary notwithstanding absence from duty on account of sickness certified to by a physician or on account of acute inflammatory condition of the teeth or gums certified to by a licentiate of dental surgery, one and one-half (1½) days for every working month in the year for a total of eighteen (18) days in any one year.

- 17.02 *At the 1st of September of each year, an employee's sick leave account shall be credited with eighteen (18) days of sick leave allowance. At the end of each year's employment, the amount of sick leave credit remaining in an employee's account shall be carried forward up to a maximum of two hundred forty (240) days with any above this amount being kept on record and this credit can be made available in special cases of prolonged illness at the discretion of the Board.*

For gratuity purposes only, a maximum of two hundred forty (240) days sick leave credit shall be recognized.

- 17.03 *Each employee's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year commencing September 1st.*

- 17.04 *Absence due to personal illness for periods of three (3) consecutive days or less and not exceeding a total of ten (10) days in any one year do not normally require medical certification. However, at the Employer's discretion, a medical certificate may be required for any lesser period of absence. For absences in excess of this but three (3) months or less, a certificate or other evidence acceptable as specified in paragraph 17.01 shall be submitted to the person designated by the Employer. If the absence is for a period of more than three (3) months, the Board may request that it be certified by a doctor chosen by the Board at the Board's expense.*

- 17.05 *All payments to employees under the sickness allowance regulations shall be computed on the basis of the rate of regular day's salary such employee is, or would be receiving at the time the absence occurs.*

17.06 Initial Sick Leave Credit

Where an employee of another Board or Municipality which has established a sick leave credit plan under any Act of the Province of Ontario becomes an employee of the Renfrew County Board, the employee shall be entitled to have placed to the employee's credit, the sick leave credits standing to the employee's credit in the plan of the Board or Municipality by which the employee was previously employed up to a maximum of two hundred forty (240) days.

17.07 Retirement Gratuity

An eligible employee who retires while in the employ of the Employer shall receive a gratuity based on:

1. *the number of years of service; and*
2. *the number of days accumulated in the employee's sick leave account at the time of retirement.*

**A gratuity will be paid only on retirement on a pension as defined in the O.M.E.R.S. regulation or permanent disability as certified to by a medical practitioner. To receive the gratuity related to retirement the employee must submit proof to the Human Resources Department within three (3) months after leaving the Board's employ that a pension from O.M.E.R.S. is being received.*

This gratuity shall not exceed a maximum of fifty (50) percent of one year's salary at date of retirement.

The formula for calculating the gratuity shall be:

$$\frac{N}{240 \text{ days}} \times \% \times \text{Salary}$$

N - Number of unused accumulated sick leave credit days to a maximum of 240.

% is based on years of service:

<i>10 years - 20%</i>	<i>16 years - 38%</i>
<i>11 years - 23%</i>	<i>17 years - 41%</i>
<i>12 years - 26%</i>	<i>18 years - 44%</i>
<i>13 years - 29%</i>	<i>19 years - 47%</i>
<i>14 years - 32%</i>	<i>20 years - 50% (maximum)</i>
<i>15 years - 35%</i>	

Salary = last full year's salary.

For gratuity purposes an employee may accumulate 270 days; however, the gratuity is based on a maximum of 240 days.

This gratuity will be paid in one lump sum.

In the event of the death of the employee prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the employee's beneficiary. If the employee has not named a beneficiary, the gratuity shall be paid to the employee's estate.

Should a retired employee die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary or estate if no beneficiary has been named.

**For employees hired prior to January 1, 1976, the formula shall be:*

$\frac{\text{days} \times 3N\% \text{ of best salary up to } 50\% \text{ of one year's salary at}}{240} \text{ time of retirement.}$

17.08 Severance Allowance

Where an employee has a period of ten (10) or more years of continuous unbroken service with the Renfrew County District School Board and its predecessors, such period ending at the time of termination of employment, the employee shall, on termination of employment, be entitled to severance pay on the following terms:

- (a) the employee will receive five (5) days' pay for each year of service in which at least ten (10) days' sick leave was accumulated;*
- (b) the maximum severance allowance shall be a half-year's salary.*

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Special Leave

Each employee may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of one-half (0.5) day per working month in any one year, subject to the approval of the Supervisor--such approval or non-approval shall be in writing to the employee concerned. Any such absence shall be chargeable to the employee's special leave account.

Generally, special leave is granted for such reasons as:

- university graduation exercise for members of immediate family;*
- funeral of relative other than specified next-of-kin or close friend;*
- sudden illness of family member (usually one or two days until suitable arrangements can be made to care for person);*
- taking member of family to doctor or hospital;*
- appointment with lawyer or other professional which cannot be arranged outside working hours;*
- household emergencies; and*
- marriage of employee's children or children of employee's spouse.*

Special leave is not granted for social occasions such as family reunions, special anniversaries, etc. It is assumed the employee would use vacation time in these instances.

When an employee is to be married, the employee will be allowed five (5) days' special leave to be taken either the week preceding or the week following the wedding.

Unused Special Leave credits will be transferred to an employee's sick leave bank at the end of each year.

18.02 Bereavement Leave

A maximum of three (3) working days with pay shall be granted to attend the funeral of immediate next-of-kin only: parent, step-parent, spouse (including same sex or common-law), child, step-child, brother or sister, brother-in-law or sister-in-law, parent-in-law, grandparent, grandchild, any relative living in the same household or any other relative for whom the employee is required to make the funeral arrangements.

If more than three (3) consecutive days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) shall be chargeable to special leave. If the special leave is used up, then pay shall be withheld for the number of days involved. Special leave granted under this section is subject to the approval of the person designated by the Employer.

18.03 Quarantine

In any case where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the medical health authorities from attending to duties, the employee shall be paid regular salary and the time shall not be deducted from the employee's sick leave account.

18.04 (a) Jury Duty

Each employee shall be allowed leave of absence without deduction of salary or sick leave when required to serve on a jury or subpoenaed as a witness in any proceeding to which the employee is not a Party or one of the persons charged. The employee shall pay to the Board any fee, exclusive of travelling allowances and living expenses that are received as a juror or as a witness.

(b) Court Cases

In the event that an employee, in the execution of duties, is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court with the approval of the Employer. If the employee is not acquitted, a salary deduction may be made at the discretion of the Employer.

18.05 Accidents Covered by the Workplace Safety and Insurance Act Act

Each employee who is injured in the course of duty shall have Workers' Compensation salary awards supplemented from the employee's sick leave account to the limit of cumulative sick leave available. The sick leave account will be charged the time equivalent of the cash supplement. In the event that the employee does not wish to use sick leave credits to supplement Workers' Compensation awards, written notification to that effect must be given to the Personnel Department at the time the accident is reported.

18.06 (a) Pregnancy Leave

(i) If an employee has been in the employ of the Employer for at least thirteen (13) weeks, the employee is entitled to take an unpaid parental leave (where applicable)

for up to thirty-five (35) consecutive weeks following the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- (ii) *Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date that the leave is to begin together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.*
- (iii) *In the event of complications with the pregnancy or because of the birth, still birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the employer with a certificate from her physician stating the expected date of the child.*
- (iv) *The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still birth or miscarriage.*

(b) Parental Leave

- (i) *If an employee has been in the employ of the Employer for at least thirteen (13) weeks, the employee is entitled to take an unpaid parental leave (where applicable) for up to thirty-five (35) consecutive weeks following the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.*
- (ii) *The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. In the event that an employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must, within two (2) weeks of stopping work, provide the Employer with written notice of the date the parental leave began. The parental leave begins on the date that the employee stopped working.*
- (iii) *Employees who have taken a pregnancy leave and who wish also to take parental leave must commence parental leave immediately 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.*

- (iv) *Fathers who wish to take a parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.*
- (v) *Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.*
- (vi) *Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.*

(c) *General Provisions Applicable to Pregnancy and Parental Leave*

- (i) *An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.*
- (ii) *An employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks written notice before the earlier date.*
- (iii) *Employees are entitled during pregnancy and parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans and dental plans in which the employee participated prior to taking the leave. For periods of time required under the Employment Standards Act (including a maximum of thirty-five [35] weeks for Parental Leave) the Employer shall continue to make the Employer's contributions for the prescribed benefit plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions during the leave period. Employer contributions shall not extend beyond the designated period.*
- (iv) *Employees shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.*
- (v) *During the above leaves, employees shall accumulate seniority.*
- (vi) *Leave shall be for a period of up to one (1) year at the written request of the employee.*
- (vii) *The Employer agrees to provide a supplementary employment benefit (SEB) to an employee on pregnancy leave equal to 100% of the normal Employment Insurance benefit to which the employee is entitled. This supplementary employment benefit will apply for the shorter of two (2) weeks or the actual qualifying period for the commencement of the employment insurance maternity benefit.*
- (viii) *SEB Plan*
For the six (6) week period immediately following the birth of her child, the Board shall top-up benefits as a supplement to the employee's Employment Insurance pregnancy benefit entitlement. The amount of the top-up shall be equal to the

difference between the amount of the employee's Employment Insurance pregnancy benefits and ninety-five (95) percent of the employee's regular weekly earnings. For the purpose of this Article, regular weekly earnings shall be based on the employee's regular assignment. If the employee is not entitled to pregnancy Employment Insurance benefits for the full six (6) week period immediately following the birth of her child, the top-up benefit payments are only required from the Board for any period corresponding with the payment of Employment Insurance pregnancy benefits.

18.07 Union Conventions

In any one calendar year, leave of absence with pay for the number of days equivalent to the unexpended balance of time available to stewards for Union duties as provided in Article 6.04 (c) and accumulated during the previous calendar year, shall be granted to the Union for employees elected or appointed to represent the Union at conventions or seminars.

No more than two (2) employees shall be absent at one time and the Union shall request leave thirty (30) days prior to the date of commencing such leave.

18.08 Special Leave Account

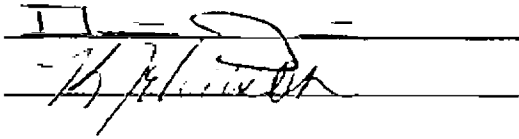
- (a) At the 1st of September of each year an employee's special leave account shall be credited with six (6) days of special leave allowance.*
- (b) At the end of each year, prior to the application of (a) above, the amount of special leave credit remaining in an employee's account shall be transferred to the employee's sick leave account. This transfer will be deemed to have occurred prior to the operation of Clause 17.02.*
- (c) If at any time an employee has used all of the employee's accumulated sick leave allowance, the employee may utilize the employee's special leave allowance for sick leave purposes.*

LETTER OF UNDERSTANDING

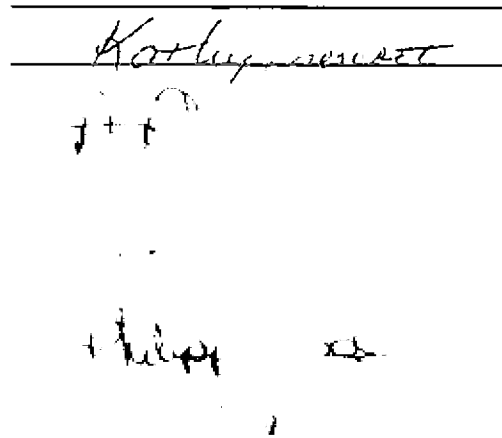
Joint Job Evaluation

It is understood that Joint Job Evaluation as it relates to banding or new groups shall be forwarded through the Labour-Management Committee for review, recommendations and implementation of recommendations. The parties will meet within thirty (30) days of ratification of this Collective Agreement. Implementation will take effect within a minimum of sixty (60) days.

For the Board



For CUPE 1321



MEMORANDUM OF AGREEMENT

Joint Job Evaluation Committee

The Parties agree to establish a Joint Job Evaluation Committee with equal representation and participation from the Parties consisting of three (3) representatives from the Employer and three (3) representatives from the local Union.

The purpose of the committee is to evaluate and set the classification/group for any existing or new position covered by the Agreement.

The parties shall each designate one of its representatives to act as co-chairperson.

The Committee members appointed by CUPE Local 1321 shall be granted time off with pay and without loss of seniority for time spent working on the Committee.

The committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and agenda of the meeting at least one (1) week before the meeting. Either party may call a meeting by giving written notice.

The Gender Neutral Job Evaluation Plan shall be the Plan that was developed for the purposes of Pay Equity and that the job evaluation shall be done in accordance with the methodology and practices established at that time. The Committee must act in a fair fashion consistent with the Job Evaluation Plan.

Routine business decisions of the Committee shall be made by simple majority. Job rating decisions shall require a unanimous decision of the full Committee and such decisions shall be forwarded to the Board and the Local. If the Committee cannot reach an agreement on the job rating or the Board does not approve or the Union disagrees with the rating such dispute may be submitted to grievance and arbitration procedure within ten (10) working days.

It is understood that no employee will have their wage reduced. However, no further salary increase shall be given to the employee until the salary schedule attains the employee current job rate. Operation of the committee shall follow the "Maintaining the Job Evaluation Program" which may be amended from time to time.

Any new rate shall be retroactive to the date of the Job Evaluation Reconsideration Form (JERF) was received by the Board's Human Resources Department.

For the Board



For CUPE 1321



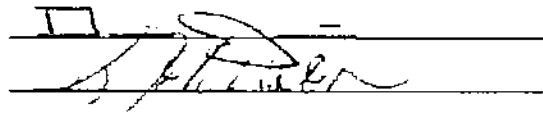
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LETTER OF UNDERSTANDING

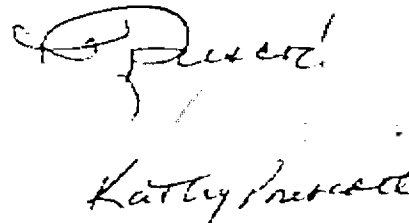
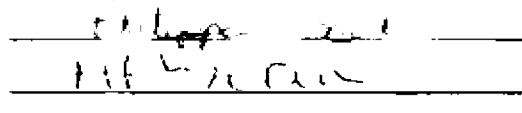
Union's Bargaining Committee Members

For time spent by members of the Union's Bargaining Committee in direct negotiations with the Board's Bargaining committee and for time spent by the Union's representatives on the Joint Job Evaluation Committee, the Board, subject to the availability of suitable replacement or replacements, will supply replacement staff when meetings occur on regular school days. The payment of such replacement staff shall be charged to the Board's central budget.

For the Board



For CUPE 1321



Katy Prescott

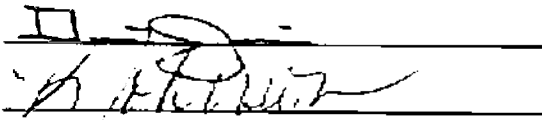
LETTER OF UNDERSTANDING

Criminal Background Checks

The Board shall collect and manage personal documents and information, including criminal background checks, in a secure manner that provides for confidentiality and privacy for employees.

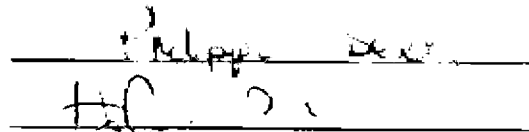
Any action taken by the Board affecting an employee that is related to the Criminal Background Check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and the Agreement and may be the subject of a grievance.

For the Board

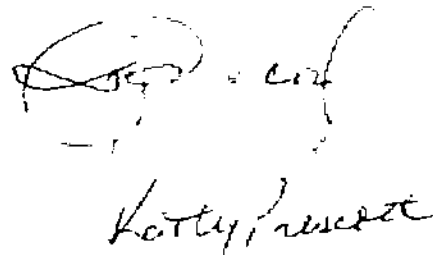


A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over two horizontal lines.

For CUPE 1321



A handwritten signature in black ink, appearing to be "Philippe [unclear]", written over two horizontal lines.



A handwritten signature in black ink, appearing to be "Kathy [unclear]", written below the signature line.

LETTER OF UNDERSTANDING

Joint Request for Grievance Mediation

The Union and the Employer may agree to participate in Joint Mediation on a case by case basis which shall be without prejudice to either party.

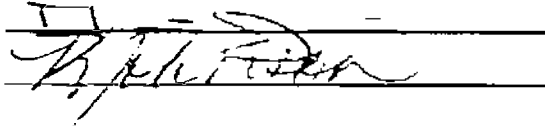
The Parties agree the Mediator shall be non-compellable in any proceedings, litigation or hearings that may be subsequent to the mediation efforts.

The Parties recognize and accept that these proceedings are voluntary and can be concluded by either party at any time.

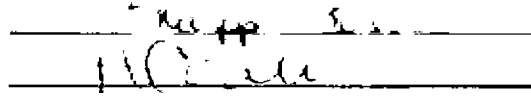
The cost for these proceedings and the Mediator shall be shared by the Union and the Employer equally.

Cases may be combined to be heard simultaneously, in which case, necessary time extensions to the grievance procedure shall be entered into.

For the Board



For CUPE 1321




MEMORANDUM OF AGREEMENT

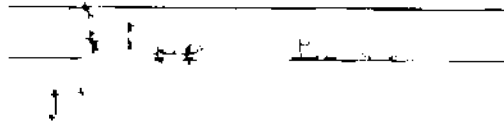
CUPE 1321 Employees Members of Ontario Teachers' Pension Plan

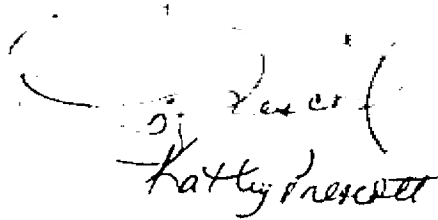
In the application of Article L17.7 any employee who is a member of Local 1321 and who is required to be a member of the Teachers' Pension Plan, shall be subject to the same eligibility requirements (age and years of service) as employees who are members of O.M.E.R.S.

For the Board



For CUPE 1321



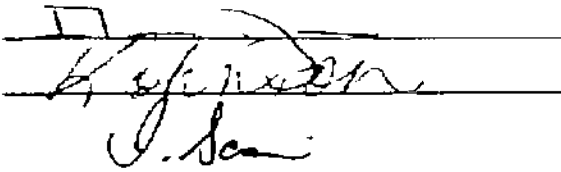

Kathy Prescott

LETTER OF UNDERSTANDING

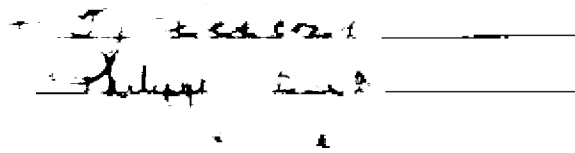
Employee Assistance Program (EAP)

The Employer will provide an Employee Assistance Program (EAP) for members of CUPE 1321. The cost of such program will be shared on a 50/50 basis between the Employer and the Union.

For the Board



For CUPE 1321



EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards Association (OPSBA)

AND

Ontario Catholic Schools Trustee Association (OCSTA)

AND

L'Association des conseils des écoles publiques de l'Ontario (ACÉPO)

AND

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

hereinafter:

COUNCIL OF TRUSTEES' ASSOCIATIONS/CONSEIL DES ASSOCIATIONS D'EMPLOYEURS

"CTA/CAE"

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

hereinafter: "CUPE"

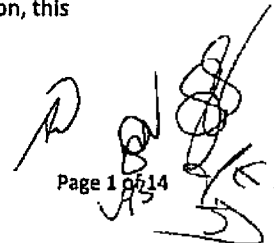
AND AGREED TO BY:

THE CROWN/LA COURONNE

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Extension Agreement forms the basis of full and final settlement for an extension of collective agreement terms, inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Extension Agreement is conditional upon the acceptance that local collective agreement terms remain status quo for the period September 1, 2017 to August 31, 2019. Ratification is also conditional upon legislative changes enabling ratification of an extension of collective agreement terms, as noted below. The parties and the Crown agree to recommend the terms of this Extension Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative changes and as such are subject to the legislative process. Such changes have not yet been made, nor introduced to the Legislature of Ontario. Therefore the content of this agreement should be considered to be subject to such changes, when and if made and if such enabling changes are not made, or alter the terms of this agreement in any fashion, this Extension Agreement shall be considered null and void.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00



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2. Ratification of the Extension Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by CUPE and by the CTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the central ratification and agreement processes by February 1, 2017, subject to enabling legislation.

It is further understood that the following parties,

- Conseil scolaire de district catholique de l'Est ontarien and CUPE Local 4155.
- Durham District School Board and CUPE Local 218 (Continuing Education Unit)

shall conduct their ratification vote of the central terms and conditions of this agreement by February 1, 2017.

Upon completion of the 2014-2017 round of local bargaining, the parties noted above shall conduct their ratification vote. Thereafter, the parties noted above shall conduct their ratification vote of the local terms and conditions of this extension agreement.

3. The terms of this Extension Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

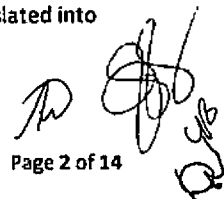
- The expiry date of Letters of Understanding (LOU) #3 and #5 shall be revised as noted in Appendix 1 and the terms of LOUs #3 and #5 shall continue in effect, uninterrupted, until August 30, 2019.
- LOU #16 as noted in Appendix 1, shall be amended such that "2015-16 and/or the 2016-17" shall be replaced by "2017-18 and/or 2018-19".
- The parties agree that it is desirable to deliver LTD benefits in a sustainable and affordable fashion. Therefore, in the event that the parties, as set out in LOU #7, arrive at a mutually agreeable solution or options for the implementation of sustainable and affordable LTD plans, such options may be put into place as soon as feasible.
- Letters of Understanding/Agreement contained in or pertaining to language from the 2014-17 collective agreements shall continue in force and effect for the term of this agreement. However, where there is reference to an expiry date, the expiry date will be extended by two (2) years.

4. Prior to ratification by any party, it is agreed that this document will be translated into French in order that parties are able to ratify in their language of operation.

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5. The collective agreement shall continue to consist of two parts. Provisions of Part A and Part B shall continue until August 31, 2019 without amendment, except as noted herein and in Appendix 1 attached to this Extension Agreement.

6. COMPENSATION

School boards shall adjust their current salary grids, wage schedules and position of responsibility allowances only, in accordance with the following schedule:

- September 1, 2017
 - 1.5%
- September 1, 2018
 - 1%
- February 1, 2019
 - 1%
- August 31, 2019
 - 0.5%

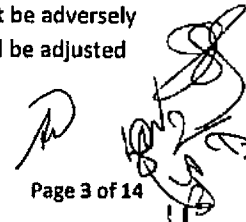
Payment for September 1, 2017 lump sum:

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all employees covered by this agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. CUPE agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

Method of payment for September 1, 2017 lump sum:

0.5% of earned wages earned in the 2016-17 school year as a lump sum payment to all employees (including those on the casual list) of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017. This excludes employees whose income replacement would be impacted while on leave.

Permanent employees on a statutory leave for any part of 2016-17 will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be adjusted



as if they earned their normal salary/wage for the period of the time on the statutory leave.

Employees on an approved deferred salary leave in the 2017-2018 year on September 5, 2017, (eg. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017.

The lump sum payment shall be provided by November 1, 2017.

The parties agree that, if the percentage increases in aggregate for general salary noted above are less than the aggregate percentage increases for general salary agreed to at other teacher table(s) or education worker table(s) for the years 2017-18 and 2018-19, the general salary increases for 2017-18 and 2018-19 agreed to at the other table(s) will be allocated to CUPE education worker members. For greater clarity, this provision applies only to aggregate across the board increases to salary grids, wage schedules and position of responsibility allowances as described in this article.

7. BENEFITS

Effective September 1, 2017, funding will be provided in the amount of \$5,075 per FTE plus inflationary increases in each of the following years, adjusted to reflect the actual participation date:

- September 1, 2017 : 4%
- September 1, 2018 : 4%

These inflationary increases will result in a funding amount of \$5,278.00 per FTE effective September 1, 2017 and \$5,489.12 per FTE effective September 1, 2018. There will be a reconciliation process based on the financial results for the year ending on August 31, 2019 equal to the lesser of the total cost of the plan per FTE and \$5,489.12 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2019.

The parties agree that, if the benefits inflationary increases noted above are less than the aggregate percentage increases agreed to at other teacher table(s) or education worker table(s) for the years 2017-18 and 2018-19, the benefits inflationary increases for 2017-18 and 2018-19 agreed to at the other table(s) will be allocated to CUPE education workers.



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8. INVESTMENTS IN SYSTEM PRIORITIES

a) Special Education Staff Amount

In recognition of the role that education assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in 2017-2018 which will continue in the 2018-2019 school year, to be utilized for special education needs. The amount for CUPE is \$26,078,257 province wide in each year.

The school board's share of the special education staffing amount shall be allocated for each CUPE bargaining unit based on the FTE of that bargaining unit for the following staffing categories: educational assistants, child and youth workers and professional student services personnel compared to the board's total FTE of educational assistants, child and youth workers and professional student services personnel. The attached chart (Appendix 2) provides an estimation of the funding as a result of this system investment.

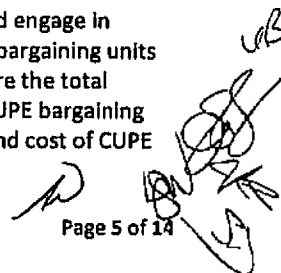
b) Other Staffing Amount

In recognition of the role that office, clerical and technical, and custodial and maintenance employees play in promoting safe, healthy and caring schools, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in 2017-2018, which will continue in the 2018-2019 school year. The amount for CUPE is \$31,360,432 in each year.

The school board's share shall be allocated for each CUPE bargaining unit based on the FTE of that bargaining unit for the following staffing categories: office, clerical and technical, custodial and maintenance education workers compared to the board's total FTE of office, clerical and technical, custodial and maintenance education workers. The attached chart (Appendix 2) provides an estimation of the funding as a result of this system investment.

For each a) and b) above, the following shall apply:

- No later than May 15, 2017, each board and local shall meet and engage in consultation to discuss the use of funds and allocation to CUPE bargaining units consistent with the terms of this agreement. The board will share the total amount and the calculation of the amount applicable to each CUPE bargaining unit based on FTE. Boards and locals shall discuss the number and cost of CUPE



positions generated by this funding. It is agreed that these funds are to be used for permanent CUPE staff, consistent with board needs.

- Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes.

9. APPRENTICESHIP/PROFESSIONAL DEVELOPMENT

The Crown shall create a one-time Education Programs – Other (EPO) grant for distribution, consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$4.5 million. Funds from this EPO shall be allocated to school boards during the 2018-2019 school year, on the basis of joint applications received from school boards and CUPE locals for apprenticeship under the Ontario College of Trades and/or professional development opportunities.

The purpose of the funds are to:

- Provide on-the-job training for employees as apprentices, and/or
- Provide current employees of the boards opportunities to upgrade their skills.

A joint committee comprised of representatives of the central parties and the Crown, will be created to develop an application process that will be shared with boards and locals. The committee will develop the following:

- Criteria of allocation
- Application process
- Eligibility of program
- Reporting
- Equitable distribution

It is understood that the purpose of the Apprenticeship/Professional Development program is not to reduce current complement/positions.



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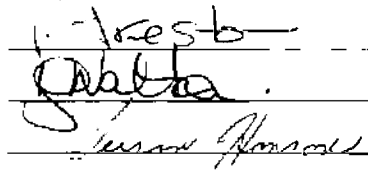
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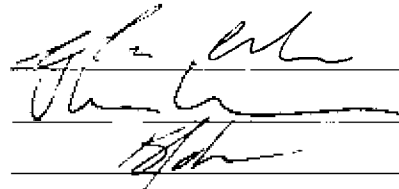
10. COMMUNITY USE OF SCHOOLS

Conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), the Crown will increase the community use of schools funding, in the Grants for Student Needs, by 3% in the 2017-2018 school year (as shown in Appendix 3), and the new level of funding will continue into the 2018-2019 school year. It is intended that this funding be used to staff schools with CUPE custodians during community use, consistent with local collective agreements and existing board policies, procedures and practices. Where current practices do not provide CUPE custodial staff for community use events, and where policies and procedures allow, the funding will be used to provide CUPE custodial staffing to the extent of the available funds.

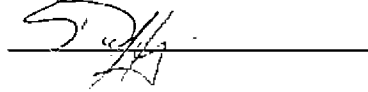
Signed at Toronto, this 20th day of December, 2016.

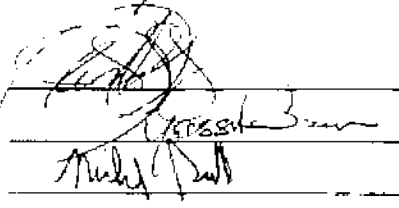
CUPE

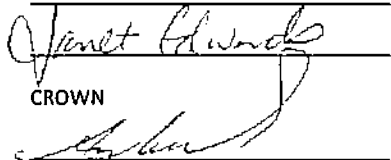

Susan Horswell



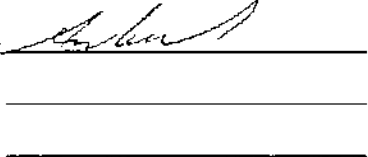
CTA/CAE



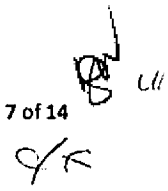

Michael DeWitt


Janet Edwards

CROWN







APPENDIX 1

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.



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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).

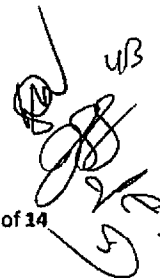
5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - 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, 2019.

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LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. Employees approved for SULP days shall not be replaced.

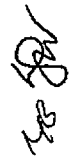
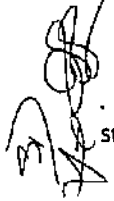
For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017, 2017-2018 and 2018-2019 school years;
- that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017, 2017-2018 and 2018-2019 school years, the days will be designated by June 15, of the preceding school year. All interested employees will be required to apply, in writing, for leave for the 2017-2018 and 2018-2019 school year by no later than September 30, of the respective 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:

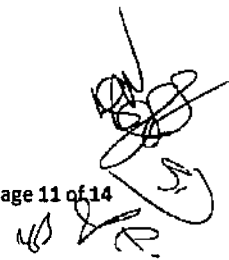
Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the 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, 2019.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

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Handwritten signature and initials in black ink, appearing to be a stylized signature with the initials 'J.R.' below it.

LETTER OF UNDERSTANDING #16

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2017-2018 and/or the 2018-2019 school years, there will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.



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APPENDIX 2

CONFIDENTIAL TO LABOUR RELATIONS

2017-18 - investments in System Priorities* - CUPE			ESTIMATED SHARE OF INVESTMENTS	
Index	DSB No	DSB Name	Special Education Staff Amount	Other Staffing Amount
1	1	DSB Ontario North East	\$ -	\$ 198,053
2	2	Algoma DSB	\$ -	\$ 167,955
3	3	Rainbow DSB	\$ -	\$ 210,000
4	4	Near North DSB	\$ -	\$ 278,153
5	5.1	Kawatin-Patricia DSB	\$ -	\$ 158,827
6	5.2	Rainy River DSB	\$ -	\$ 37,347
7	6.1	Lakehead DSB	\$ 877	\$ 124,464
8	6.2	Superior-Greenstone DSB	\$ -	\$ -
9	7	Skowater DSB	\$ 2,170	\$ 228,412
10	8	Avon Midland DSB	\$ -	\$ -
11	9	Greater Essex County DSB	\$ 11,949	\$ 302,930
12	10	Lambton Kent DSB	\$ 634,457	\$ 474,911
13	11	Thames Valley DSB	\$ 1,708,478	\$ 1,491,242
14	12	Toronto DSB	\$ 4,681,173	\$ 4,322,504
15	13	Durham DSB	\$ 1,681,000	\$ 1,313,288
16	14	Kawartha Pine Ridge DSB	\$ 388,013	\$ 679,951
17	15	Trillium Lakelands DSB	\$ 490,300	\$ 432,644
18	16	York Region DSB	\$ 3,512,058	\$ 3,258,311
19	17	Simcoe County DSB	\$ 1,064	\$ 358,479
20	18	Upper Grand DSB	\$ -	\$ 321,864
21	19	Peel DSB	\$ 1,014	\$ 2,001,780
22	20	Halton DSB	\$ 7,931	\$ 308,928
23	21	Hamilton-Wentworth DSB	\$ -	\$ 533,191
24	22	DSB of Niagara	\$ 905,813	\$ 722,813
25	23	Grand Erie DSB	\$ 678,454	\$ 569,342
26	24	Waterloo Region DSB	\$ -	\$ -
27	25	Ottawa-Carleton DSB	\$ -	\$ -
28	26	Upper Canada DSB	\$ 761,500	\$ 661,172
29	27	Limestone DSB	\$ 498,415	\$ 416,688
30	28	Renfrew County DSB	\$ 2,748	\$ 231,540
31	29	Hastings and Prince Edward DSB	\$ 486,761	\$ 325,764
32	30.1	Northeastern Catholic DSB	\$ 110,816	\$ 70,458
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ -	\$ 31,587
34	31	Huron-Superior Catholic DSB	\$ 212,490	\$ 159,325
35	32	Sudbury Catholic DSB	\$ -	\$ 77,013
36	33.1	Northwest Catholic DSB	\$ 94,308	\$ 44,211
37	33.2	Kenora Catholic DSB	\$ -	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ -	\$ -
39	34.2	Superior North Catholic DSB	\$ -	\$ -
40	35	Bruce-Gray Catholic DSB	\$ 156,382	\$ 92,975
41	36	Huron-Perth Catholic DSB	\$ 164,128	\$ 51,707
42	37	Windsor-Essex Catholic DSB	\$ 518,683	\$ -
43	38	London District Catholic School Board	\$ 481,227	\$ 181,909
44	39	St. Clair Catholic DSB	\$ 262,191	\$ 184,604
45	40	Toronto Catholic DSB	\$ 1,681,560	\$ 1,921,845
46	41	Peterborough V N C Catholic DSB	\$ 427,086	\$ 148,801
47	42	York Catholic DSB	\$ 1,119,071	\$ 981,055
48	43	Dufferin-Peel Catholic DSB	\$ -	\$ 1,616,074
49	44	Simcoe Muskoka Catholic DSB	\$ -	\$ 263,813
50	45	Durham Catholic DSB	\$ 411,116	\$ 394,046
51	46	Halton Catholic DSB	\$ 655,366	\$ 401,286
52	47	Hamilton-Wentworth Catholic DSB	\$ 767,944	\$ 225,873
53	48	Wellington Catholic DSB	\$ -	\$ 78,262
54	49	Waterloo Catholic DSB	\$ 496,185	\$ 388,792
55	50	Niagara Catholic DSB	\$ 335,724	\$ 445,648
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -	\$ -
57	52	Catholic DSB of Eastern Ontario	\$ 380,778	\$ 318,351
58	53	Ottawa Catholic DSB	\$ 943,985	\$ 370,954
59	54	Renfrew County Catholic DSB	\$ -	\$ 58,120
60	55	Algonquin and Lakeshore Catholic DSB	\$ 367,903	\$ 299,211
61	56	CSD du Nord-Est de l'Ontario	\$ 118,272	\$ 50,427
62	57	CSD du Grand Nord de l'Ontario	\$ -	\$ 59,932
63	58	CS Visconde	\$ -	\$ 157,680
64	59	CEN de l'Est de l'Ontario	\$ 13,672	\$ 82,404
65	60.1	CSD catholique des Grandes Rivières	\$ -	\$ 97,856
66	60.2	CSD catholique Franco-Nord	\$ -	\$ 40,391
67	61	CSD catholique du Nouvel-Ontario	\$ -	\$ 123,461
68	62	CSD catholique des Aurores bordières	\$ -	\$ -
69	63	CS catholique Providence	\$ 810,074	\$ 278,709
70	64	CSD catholique Centre-Sud	\$ -	\$ 197,350
71	65	CSD catholique de l'Est ontarien	\$ 902	\$ 288,404
72	66	CSD catholique du Centre-Est de l'Ontario	\$ -	\$ 174,016
Estimated Totals			\$ 26,078,257	\$ 31,360,432

*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.
 - Figures shown reflect best estimates available at this time.
 - Special Education Staff Amount is based on the share of the board's total education assistants, child and youth workers and professional student services personnel FTE represented by CUPE.
 - Other Staffing Amount is based on the share of the board's total office, clerical and technical, and custodial & maintenance education workers staff FTE represented by CUPE.
 - Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).
 - The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

APPENDIX 3

CONFIDENTIAL TO LABOUR RELATIONS

2017-18 – Community Use of Schools Investment - CUPE			
Index	DSB No	DSB Name	Investment in CUS - \$80% System Investment
1	1	DSB Ontario North East	\$ 4,951
2	2	Algoma DSB	\$ 4,417
3	3	Rainbow DSB	\$ 6,140
4	4	Near North DSB	\$ 4,710
5	5.1	Kawataw-Patricia DSB	\$ 2,820
6	5.2	Rainy River DSB	\$ -
7	6.1	Lakeland DSB	\$ 3,792
8	6.2	Superior-Greenstone DSB	\$ -
9	7	Bluewater DSB	\$ 7,113
10	8	Avon Maitland DSB	\$ -
11	9	Greater Essex County DSB	\$ 322
12	10	Lambton Kent DSB	\$ 9,893
13	11	Thames Valley DSB	\$ 29,002
14	12	Toronto DSB	\$ 89,919
15	13	Oshawa DSB	\$ 25,822
16	14	Kawartha Pine Ridge DSB	\$ 12,380
17	15	Trillium Lakeland DSB	\$ 4,961
18	16	York Region DSB	\$ 45,435
19	17	Simcoe County DSB	\$ 17,471
20	18	Upper Grand DSB	\$ 11,039
21	19	Peel DSB	\$ 55,581
22	20	Halton DSB	\$ 21,477
23	21	Hamilton-Wentworth DSB	\$ 17,876
24	22	DSB of Niagara	\$ 14,460
25	23	Grand Erie DSB	\$ 10,710
26	24	Waterloo Region DSB	\$ -
27	25	Ottawa-Carleton DSB	\$ -
28	26	Upper Canada DSB	\$ 12,895
29	27	Urnstone DSB	\$ 4,416
30	28	Renfrew County DSB	\$ 4,783
31	29	Hamilton Prince Edward DSB	\$ 6,001
32	30.1	Northeastern Catholic DSB	\$ 1,143
33	30.2	Nipissing-Ferry Sound Catholic DSB	\$ 1,291
34	31	Huron Superior Catholic DSB	\$ 2,064
35	32	Sudbury Catholic DSB	\$ 2,384
36	33.1	Northwest Catholic DSB	\$ 518
37	33.2	Kenora Catholic DSB	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ -
39	34.2	Superior North Catholic DSB	\$ -
40	35	Bruce-Gray Catholic DSB	\$ 1,608
41	36	Huron-Perth Catholic DSB	\$ 47
42	37	Windsor-Essex Catholic DSB	\$ -
43	38	London District Catholic School Board	\$ 7,765
44	39	St. Clair Catholic DSB	\$ 9,211
45	40	Toronto Catholic DSB	\$ 34,196
46	41	Peterborough V M C Catholic DSB	\$ 5,438
47	42	York Catholic DSB	\$ 20,341
48	43	Dufferin-Peel Catholic DSB	\$ 31,309
49	44	Simcoe Muskoka Catholic DSB	\$ 7,466
50	45	Durham Catholic DSB	\$ 4,181
51	46	Halton Catholic DSB	\$ 11,833
52	47	Hamilton-Wentworth Catholic DSB	\$ 165
53	48	Wellington Catholic DSB	\$ 2,930
54	49	Waterloo Catholic DSB	\$ 87
55	50	Niagara Catholic DSB	\$ 8,288
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -
57	52	Catholic DSB of Eastern Ontario	\$ 4,814
58	53	Ottawa Catholic DSB	\$ 251
59	54	Renfrew County Catholic DSB	\$ 2,816
60	55	Algonquin and Lakeshore Catholic DSB	\$ 4,558
61	60	CSD du Nord-Est de l'Ontario	\$ 1,139
62	61	CSD du Grand Nord de l'Ontario	\$ 1,977
63	62	CS Yamouco	\$ 4,747
64	63	CÉP de l'Est de l'Ontario	\$ 6,106
65	60.1	CSD catholique des Grandes Rivières	\$ 1,633
66	60.2	CSD catholique Franco-Nord	\$ 1,260
67	61	CSD catholique du Nouvel-Ontario	\$ 3,574
68	62	CSD catholique des Aurores boréales	\$ -
69	63	CS catholique Providence	\$ 4,328
70	64	CSD catholique Centre-Sud	\$ 6,419
71	65	CSD catholique de l'Est ontarien	\$ 5,191
72	66	CSD catholique du Centre-Est de l'Ontario	\$ 7,802
Total			\$ 638,320

Notes:
 - Provincial system investment of Community Use of Schools (CUS) based on 2017-18 projected figures with a 3% increase in the allocation.
 - Figures shown reflect best estimates available at this time and are subject to change.
 - Based on the share of the board's total FTE related to School Operation Staff (as reported in 2016-17 Estimates Appendix H) represented by CUPE.

LETTER OF AGREEMENT

BETWEEN

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

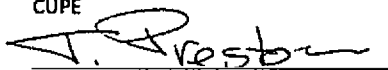
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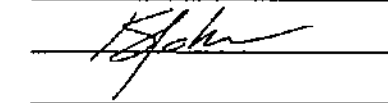
**The Canadian Union of Public Employees
(hereinafter called 'CUPE')**

The parties agree that the Letter of Agreement herein replaces the Letter of Understanding #9 re: Benefits, of the 2014-2017 agreement on central terms signed on November 2, 2015, and is effective upon execution.

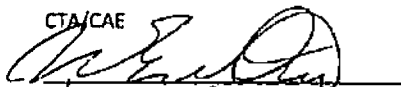
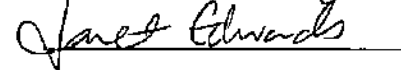
Signed at Toronto, this 20th day of December, 2016.


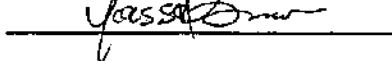
CUPE



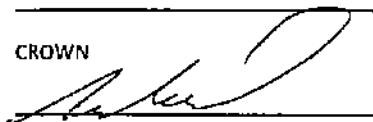


CTA/CAE

CROWN



SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

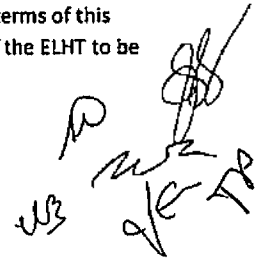
**LETTER OF UNDERSTANDING #9
BETWEEN
THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(HEREINAFTER CALLED 'OPSBA')
AND
THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION
(HEREINAFTER CALLED 'OCSTA')
AND
L'ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO
(HEREINAFTER CALLED 'ACEPO')
AND
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.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00



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.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

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- 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.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

- 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.D 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.).

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- 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;

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

- 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.

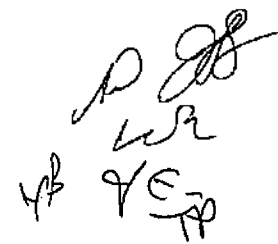
7.0.0 ACCOUNTABILITY

- 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.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00



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9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

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SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

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).

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

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APPENDIX A - HRIS FILE

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

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

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

Handwritten signatures and initials in black ink, including a large signature and some initials.

SCHEDULE A - WAGES AND CLASSIFICATIONS

Group	Job Title	Points	September 1, 2017			September 1, 2018		
			Start	6 Months	12 Months	Start	6 Months	12 Months
1		199-218	18.73	19.13	19.50	18.92	19.32	19.70
2		219-238	19.51	19.84	20.22	19.71	20.04	20.42
3		239-258	20.24	20.58	20.95	20.44	20.79	21.16
4	Secretary - Facility Services	259-278	20.98	21.36	21.72	21.19	21.57	21.94
5	Accounting Clerk II - Payable Accounting Clerk II - Payroll Receptionist/Purchasing Secretary Secretary - Continuing Education Secretary Elementary - Supervised School Office Assistant - Consultant School Office Assistant - Secondary	279-298	21.74	22.10	22.44	21.96	22.32	22.66
6	Accounting Clerk II - Finance Secretary - Adult High School Secretary - Special Education	299-318	22.46	22.83	23.21	22.68	23.06	23.44
7	Help Desk Support Specialist Records Assistant Senior Secretary - Facility Services Secretary - Software Support	319-338	23.22	23.61	23.96	23.45	23.85	24.20
8	Buyer Payroll Clerk II Senior Secretary - Secondary	339-358	23.98	24.34	24.71	24.22	24.58	24.96
9	Technical Support Specialist Network Support Specialist School & Office Coach School & Office Coach - IT Sr Secretary Elementary - No Supervision Software Support Specialist	359-378	28.97	29.30	29.71	29.26	29.59	30.01
10	Sr Secretary Elementary - Supervision Financial Accountability Analyst	379-398	31.12	31.50	31.86	31.43	31.82	32.18
11	Accounting Supervisor Network Systems Administrator	399-418	33.29	33.65	34.01	33.62	33.99	34.35
12	Payroll Supervisor Technical Support Supervisor	419-438	35.42	35.80	36.17	35.77	36.16	36.53
13		439-458	39.02	39.37	39.76	39.41	39.76	40.16
14		459-478	39.79	40.14	40.50	40.19	40.54	40.91
15	Network Support Engineer	479-498	40.54	40.90	41.26	40.95	41.31	41.67

Note 1 - Senior Secretary Elementary Schools. Employed full-time (10 month or 12 month). Only one per location.

SCHEDULE A - WAGES AND CLASSIFICATIONS

Group	Job Title	Points	February 1, 2019			August 31, 2019		
			Start	6 Months	12 Months	Start	6 Months	12 Months
1		199-218	19.11	19.51	19.90	19.21	19.61	20.00
2		219-238	19.91	20.24	20.62	20.01	20.34	20.72
3		239-258	20.64	21.00	21.37	20.74	21.11	21.48
4	Secretary - Facility Services	259-278	21.40	21.79	22.16	21.51	21.90	22.27
5	Accounting Clerk II - Payable Accounting Clerk II - Payroll Receptionist/Purchasing Secretary Secretary - Continuing Education Secretary Elementary - Supervised School Office Assistant - Consultant School Office Assistant - Secondary	279-298	22.18	22.54	22.89	22.29	22.65	23.00
6	Accounting Clerk II - Finance Secretary - Adult High School Secretary - Special Education	299-318	22.91	23.29	23.67	23.02	23.41	23.79
7	Help Desk Support Specialist Records Assistant Senior Secretary - Facility Services Secretary - Software Support	319-338	23.68	24.09	24.44	23.80	24.21	24.56
8	Buyer Payroll Clerk II Senior Secretary - Secondary	339-358	24.46	24.83	25.21	24.58	24.95	25.34
9	Technical Support Specialist Network Support Specialist School & Office Coach School & Office Coach - IT Sr Secretary Elementary - No Supervision Software Support Specialist	359-378	29.55	29.89	30.31	29.70	30.04	30.46
10	Sr Secretary Elementary - Supervision Financial Accountability Analyst	379-398	31.74	32.14	32.50	31.90	32.30	32.66
11	Accounting Supervisor Network Systems Administrator	399-418	33.96	34.33	34.69	34.13	34.50	34.86
12	Payroll Supervisor Technical Support Supervisor	419-438	36.13	36.52	36.90	36.31	36.70	37.08
13		439-458	39.80	40.16	40.56	40.00	40.36	40.76
14		459-478	40.59	40.95	41.32	40.79	41.15	41.53
15	Network Support Engineer	479-498	41.36	41.72	42.09	41.57	41.93	42.30

Note 1 - Senior Secretary Elementary Schools. Employed full-time (10 month or 12 month). Only one per location.

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Parties to the Process		
Meetings of the Committee		
Selection of Representatives		
Mandate of the Committee		
Role of the Central Parties and Crown		
Referral of Disputes		
Carriage Rights		
Responsibility to Communicate		
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Term of Letters of Agreement/Understanding		
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