

**COLLECTIVE AGREEMENT**

**CUPE - PART A: CENTRAL TERMS**

**CUPE – PART B: LOCAL TERMS**

**between**

**RAINY RIVER DISTRICT SCHOOL BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and it's LOCAL 65**

**TERM: September 1, 2019 – August 31, 2022**

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**between**

**RAINY RIVER DISTRICT SCHOOL BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and it's LOCAL 65**

**TERM: September 1, 2019 – August 31, 2022**

## CUPE – PART A: CENTRAL TERMS

### C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

#### C1.1 Separate Central and Local Terms

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

### C2.00 DEFINITIONS

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

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

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



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

### **C3.00 LENGTH OF TERM/NOTICE TO BARGAIN**

#### **C3.1 Term of Agreement**

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

#### **C3.2 Term of Letters of Agreement/Understanding**

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

#### **C3.3 Amendment of Terms**

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

#### **C3.4 Notice to Bargain**

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

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

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

## **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

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

### **C4.1 Statement of Purpose**

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

### **C4.2 Parties to the Process**

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

### **C4.3 Meetings of the Committee**

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

### **C4.4 Selection of Representatives**

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

### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

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

b) Not Adjudicative

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

**C4.6 Role of the Central Parties and Crown**

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

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

b) The Crown shall have the following rights:

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

**C4.7 Referral of Disputes**

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

**C4.8 Carriage Rights**

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

**C4.9 Responsibility to Communicate**

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

**C4.10 Language of Proceedings**

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

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

#### **C4.11 Definition of Dispute**

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

#### **C4.12 Notice of Disputes**

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

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

#### **C4.13 Referral to the Committee**

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

#### **C4.14 Timelines**

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

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

#### **C4.15 Voluntary Mediation**

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

#### **C4.16 Arbitration**

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

### **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

#### **C5.1 Eligibility and Coverage**

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

#### **C5.2 Funding**

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

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

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

b) Funding amounts:

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

Funding will be made retroactive to September 1, 2019.

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

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

### **C5.3 Cost Sharing**

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

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

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

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

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

#### **C5.5 Payment in Lieu of Benefits**

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

#### **C5.6 Benefits Committee**

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

#### **C5.7 Privacy**

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

### **C6.00 SICK LEAVE**

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

##### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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



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

**“Casual Employees”** means,

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

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

**“Fiscal Year”** means September 1 to August 31.

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

**a) Sick Leave Benefit Plan**

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

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

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

**b) Sick Leave Days Payable at 100% Wages**

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**Permanent Employees**

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

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

**Employees on Long-Term Supply Assignments**

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

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

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

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

**e) Refresh Provision for Permanent Employees**

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

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

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

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

**f) WSIB & LTD**

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

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

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

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

**h) Proof of Illness**

**Sick Leave Days Payable at 100%**

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

### **Short-Term Disability Leave**

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

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

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

#### **i) Notification of Sick Leave Days**

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

#### **j) Pension Contributions While on Short Term Disability**

##### **Contributions for OMERS Plan Members:**

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

##### **Contributions for OTPP Plan Members:**

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

### **k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

### **l) Sick Leave to Establish EI Maternity Benefits**

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

## **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

### **C7.1 Preamble**

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

### **C7.2 Membership**

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

### **C7.3 Co-Chair Selection**

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

### **C7.4 Meetings**

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

### **C7.5 Agenda and Minutes**

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

### **C7.6 Without Prejudice or Precedent**

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

### **C7.7 Cost of Labour Relations Meetings**

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

## **C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

## **C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

## **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

## **C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

### **Negotiations Committee**

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

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

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

### **C12.1 Family Medical Leave or Critical Illness Leave**

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

### **Supplemental Employment Benefits (SEB)**

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



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

### **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

### **C14.00 SPECIALIZED JOB CLASSES**

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

**APPENDIX A**

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

## APPENDIX B

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

### **Other Retirement Gratuities**

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

## APPENDIX C - MEDICAL CERTIFICATE

### PART 1

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

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

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

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

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

First Day of Absence:

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

Date of Assessment:  
**dd mm yyyy**

No limitations and/or restrictions

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

**For limitations and restrictions, please complete Part 2.**

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

**PART 2 – Physical and/or Cognitive Abilities**

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

**PHYSICAL (if applicable)**

**Walking:**

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

**Standing:**

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

**Sitting:**

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

**Lifting from floor to waist:**

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

<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>specify</i> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ): <b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other ( <i>specify</i> ):		
<input type="checkbox"/> <b>Bending/twisting</b>  repetitive movement of  ( <i>please specify</i> ):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b>  Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>COGNITIVE (if applicable)</b>				
<b>Attention and Concentration:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
<b>Ability to Organize:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b>  <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes                       No

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

- Regular full time hours    Modified hours  
 Graduated hours

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

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): \_\_\_\_\_  No

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

Yes                       No

Please check one:				
<input type="checkbox"/>	Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/>	Patient is capable of returning to work with restrictions. <b>(Complete Part 2)</b>			
<input type="checkbox"/>	I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.			
Recommended date of next appointment to review Abilities and/or Restrictions:		dd	mm	yyyy
<b>PART 3 – Confirmation and Attestation</b>				
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>				
I confirm all of the information provided in this attestation is accurate and complete:			<input type="checkbox"/>	
<b>Completing Health Care Professional Name:</b>				
<b>(Please Print)</b>				
_____				
<b>Date:</b>				
_____				
<b>Telephone Number:</b>				
_____				
<b>Signature:</b>				
_____				

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

Additional or follow up information may be requested as appropriate.



# **LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

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

## **Issues: To be Updated as Necessary**

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

## LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

#### **STATUTORY/PUBLIC HOLIDAYS**

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

#### **WSIB TOP-UP**

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

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

**Common Central Provisions**

**Maternity Benefits/SEB Plan**

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

**SHORT-TERM PAID LEAVES**

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

### **SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD**

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

### **RE: Job Security: Protected Complement**

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

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

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

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

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

## **LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

### **RE: Education Worker Protection Fund**

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

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

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

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



## APPENDIX D

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

### Notes:

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**RE: Professional Development**

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

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

## **LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2022.

## **LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

### **PREAMBLE:**

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

### **I. MANDATE OF THE COMMITTEE**

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

### **II. DELIVERABLES**

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

### **III. MEMBERSHIP**

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

**IV. CO-CHAIR SELECTION**

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

**V. OTHER**

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

## **LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

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

## **LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**RE: Central Labour Relations Committee**

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

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

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



**LETTER OF UNDERSTANDING #10**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

Michelle Flaherty  
Kathleen O'Neil  
Bram Herlich  
Graham Clarke

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives**

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Provincial Working Group – Health and Safety**

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

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

## **LETTER OF UNDERSTANDING #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Training**

Whereas the parties have a shared interest in preventing violence in the workplace;

And whereas the parties have agreed to work collaboratively in developing a program;

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

Topics the training program will address are the following:

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

Phase 1 development will be by June 30, 2020 or as otherwise agreed upon. Phase 2, the training program will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent CUPE represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and

that the day will not be designated as Sulp. In addition, CUPE represented employees in long term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

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

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

**LETTER OF UNDERSTANDING #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Additional Professional Activity (PA) Day**

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

## **LETTER OF AGREEMENT #15**

**BETWEEN**

**The Canadian Union of Public Employees**

**(Hereinafter “CUPE”)**

**AND**

**The Council of Trustees’ Associations**

**(Hereinafter the “CTA/CAE”)**

**RE: Pilot Project on Expedited Mediation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Expedited Arbitration**

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

This Letter of Agreement expires August 31, 2022.



## **Historical Appendix of Central Terms – For Reference Only**

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

### **LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

### **1.0.0 PRINCIPLES**

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

### **2.0.0 GOVERNANCE**

#### **2.1.0 Board of Trustees**

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

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

### **3.0.0 ELIGIBILITY and COVERAGE**

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

**3.1.1** The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.

**3.1.2** Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

**3.1.3** Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

**3.1.4** No individuals who retire after the Board participation date are eligible.

**3.1.5** Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

**3.2.0** The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

**3.3.0** Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

### **4.0.0 FUNDING**

#### **4.1.0 Start-Up Costs**

**4.1.1** The Government of Ontario will provide:

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

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

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

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

**4.2.0 On-Going Funding**

- 4.2.1** For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.  
Total Cost excludes retiree costs.  
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> of each year.

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

#### **5.0.0 SHARED SERVICES**

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

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

## **6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES**

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



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

#### **7.0.0 ACCOUNTABILITY**

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

#### **8.0.0 TRANSITION COMMITTEE**

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

#### **9.0.0 PAYMENTS**

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

#### **10.0.0 ENROLMENT**

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

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

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

#### **11.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

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

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

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

11.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust a Board office during regular business hours upon 30 days written notice.

#### **12.0.0 CLAIMS SUPPORT**

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

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

#### **13.0.0 PRIVACY**

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

## **Appendix A – HRIS File**

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

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

## **Historical Appendix of Central Terms – For Reference Only**

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

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

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

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

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

### **1.0.0 PRINCIPLES**

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

### **2.0.0 GOVERNANCE**

#### **2.1.0 Board of Trustees**

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

### **3.0.0 ELIGIBILITY and COVERAGE**

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

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

#### **4.0.0 FUNDING**

##### **4.1.0 Start-Up Costs**

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

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

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

#### **4.2.0 On-Going Funding**

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

- 4.2.4 In addition to the contributions provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay and as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> 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;
  - h. Identifying efficiencies that can be achieved;
  - i. The design and amendment of the Funding policy;
  - j. The investment Policy and changes to the Investment Policy; and
  - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
  - b. Fund claims stabilization or other reserves;
  - c. Improve plan design;
  - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
  - b. Increased member share premium;
  - c. Change plan design;
  - d. Cost containment tools;
  - e. Reduced plan eligibility;
  - f. Cessation of benefits, other than life insurance benefits; and
  - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

## **7.0.0 ACCOUNTABILITY**

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

### **8.0.0 TRANSITION COMMITTEE**

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

### **9.0.0 PAYMENTS**

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

### **10.0.0 ENROLMENT**

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

### **11.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

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

### **12.0.0 CLAIMS SUPPORT**

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

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

**13.0.0 PRIVACY**

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

**COLLECTIVE AGREEMENT**

**CUPE – PART B: LOCAL TERMS**

**between**

**RAINY RIVER DISTRICT SCHOOL BOARD**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and it's LOCAL 65**

**TERM: September 1, 2019 – August 31, 2022**

## **CUPE – PART B**

### **ARTICLE 1 PURPOSE OF AGREEMENT**

1.01 The general purpose of this agreement is to:

- (1) Establish and maintain collective bargaining relations between the Employer and its employees covered by this agreement;
- (2) Provide a prompt and orderly method of settling complaints or grievances which might arise hereunder;
- (3) Establish working conditions, benefits, hours and wages for all employees who are subject to the provisions of this agreement;
- (4) Encourage efficiency in operations
- (5) Promote the morale of employees and recognize the mutual value of joint discussions

### **ARTICLE 2 RECOGNITION**

#### 2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 65 as the sole and exclusive bargaining agent for all its employees save and except supervisors, persons above the rank of supervisor, administrative staff above accounting clerk IV, confidential secretaries or administrative assistants, foreman, persons above the rank of foreman, computer technicians, human resource officer, librarian, attendance counselor, transportation officer, psychologist, cafeteria workers, students employed on a co-operative work study program, persons temporarily employed under provincially or federally funded winter works programs and persons covered by any subsisting bargaining rights.

### **ARTICLE 3 DEFINITION**

#### 3.01 Full-Time Employee

A full-time employee is a permanent employee who is regularly scheduled to work full-time normal hours as set out in Article 16.01, 16.02 and 16.03.

Employees working the full-time hours shown in Article 16 during the school year only

(September to June) will be deemed to be full-time employees for the purposes of this Collective Agreement except that the employee will be responsible to prepay the Board for the cost of employee benefits for July and August. The cost of benefits for the following July and August will be spread out as equally as possible throughout the ten (10) months of the preceding school year. Employees that are hired after the beginning of the school year will have their payments spread out as equally as possible over the months remaining in the school year after their hiring.

### 3.02 Part-Time Employee

A part-time employee is defined as a permanent employee who works less than full-time as set out in Articles 16.01, 16.02 and 16.03. A part-time employee shall be entitled to all rights and privileges and benefits of the Collective Agreement unless specified otherwise.

### 3.03 Casual Employee

A casual employee is employed for the purpose of relief during the absence of permanent employees or for peak periods and special projects. Such casual employment shall not exceed nine (9) months without the agreement of the union.

A casual employee is not considered a permanent employee for the purposes of this collective agreement. A casual employee shall therefore not be entitled to any rights, privileges and benefits of this Agreement unless reference in this article 3.03 or in article 13.01 with respect to just cause. For clarity, where this collective agreement uses the terms employee, part-time employee and full-time employee these terms shall not include a casual employee unless the collective agreement expressly indicates that casual employees are included in the application of the particular article.

Casual employees shall be deducted Union dues and must join the Union after completing ninety (90) days of work on the casual list.

Casual employees shall not accumulate bargaining unit seniority but the employer shall maintain a casual employee list indicating hours of service as a casual. The casual employee list shall be based on actual hours worked and will be calculated up to the last pay in December. Call-in shall be on a rotational basis in accordance with the CUPE Casual Call-In Procedure as may be amended from time to time. Any changes to the procedure will be discussed with the Union prior to implementation. For clarity, the call-in procedure is not part of the collective agreement and is not grievable.

A casual employee shall be entitled to wages listed in Schedule "A" and "B" for work performed. A casual employee shall be entitled to vacation pay in accordance with the Employment Standards Act. A casual employee shall be entitled to sick leave on a pro-rated basis after completion of three (3) months' continuous full-time service in one

assignment retroactive to the first day of continuous service. This sick leave is available for the duration of the assignment only and will not be carried over to any future assignment. A casual employee shall be eligible for employee benefits as listed under Article 23.03 of this agreement after six (6) months continuous full-time service in one assignment for the duration of the assignment only. Continuous service will not be deemed to be broken if a casual employee is unable to attend work due to illness for a period of five (5) continuous working days or less.

It is understood that a casual employee is expected to remain in their assignment for the duration of the temporary vacancy unless she/he is successful in obtaining a permanent position with the employer.

#### 3.04 Student Employees

A student employee is defined as an employee currently enrolled in an educational institution and shall be paid at the student rate established as per Schedule "A" and "B". A student employee shall not accumulate seniority, service or sick leave credits.

### **ARTICLE 4      UNION SECURITY**

#### 4.01 All Employees to be Members

All employees recognized as coming within the scope of this Agreement shall join the Union and pay dues after they have completed thirty (30) days of service with the employer.

#### 4.02 Dues Deduction and Payment

The Employer agrees to deduct the amount of Union dues on a monthly basis and to remit them to the Secretary-Treasurer of the National Union by the 15th day of the month following and also to send the Union an accompanying list of employees from whose wages or salaries dues were deducted in accordance with Article 4.01 above.

#### 4.03 Dues Receipts

The Employer shall record the amount of Union dues deducted during the calendar year on the employee's T-4.

#### 4.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees and any other advisor when dealing or negotiating with the Employer. With the approval of the Director of Education or designate, the representatives/advisors may have access to the Employer's premises

in order to deal with any matters arising out of this Collective Agreement. Such permission will not unreasonably be withheld.

4.05 No Other Agreements

The Employer agrees that it will not enter into any other agreement or contract with employees represented by the Union which will conflict in any of the provisions of this Agreement.

4.06 Union Officers and Committee Members

Union Officers and committee members may be permitted to leave their work temporarily during working hours in order to investigate and process grievances, and to attend meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate Supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties shall be without loss of remuneration.

4.07 New Employee's Acquainted with Union

The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect and with the conditions of employment as set out in Articles dealing with union security and dues check-off. The employer agrees to provide new employees with a copy of the Collective Agreement.

4.08 The Employer will provide the Union with an updated list of members' addresses and phone numbers on record on an annual basis.

**ARTICLE 5 MANAGEMENT RIGHTS**

5.01 Maintain order, discipline and efficiency and to establish and enforce rules and regulations governing the conduct of employees, which rules and regulations are primarily designed for the safety and welfare of the employee, the economy of operation and protection of the Board's property and the welfare of the public.

5.02 To hire, transfer, promote, layoff, recall, assign duties and to suspend, discipline or discharge any employee for just and reasonable cause provided that a claim by any employee when she/he has been unjustly dealt with on any of the foregoing items may be the subject of a grievance.

**ARTICLE 6 HUMAN RIGHTS**

6.01 No Discrimination



The Employer and the Union agree to abide by the Ontario Human Rights Code. The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee by reason of membership or activity in the Union.

6.02 No Harassment

The Employer agrees to maintain a policy on harassment and administer all complaints in accordance with that policy. The employer will provide a copy of the policy to the Chief Steward in order that the policy can be posted on all bulletin boards. Any changes to the policy will be provided to the union prior to implementation.

**ARTICLE 7 BOARD MINUTES AND RESOLUTIONS**

7.01 Resolutions

The Employer shall forward to the Union's Unit Chairperson and to each school, a copy of the Board Agenda prior to any public Board Meetings to allow Union representation to the Board on relevant matters.

7.02 Copies of Minutes from Board meetings will be provided to the Union upon written request.

**ARTICLE 8 LABOUR/MANAGEMENT COMMITTEE**

8.01 The parties agree to form a Labour Relations Committee consisting of up to four (4) representatives each. The committee will meet at the request of either party at a mutually agreeable time to discuss matters of mutual concern.

**ARTICLE 9 LABOUR/MANAGEMENT BARGAINING RELATIONS**

9.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed by the Union and shall consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union members of the Committee. The Employer agrees that members of the Union Bargaining Committee shall suffer no loss of earnings for time spent in negotiations during their regular scheduled work day up to a maximum limit of 25 working days in total for the entire bargaining committee.

If either party wishes to call a collective bargaining meeting, the meeting shall be held at a time and place that is mutually agreeable to both parties.

9.02 No Strike/No Lockout

The Union agrees that there shall be no strikes, and that neither the Union nor any of its officers or officials nor any employee shall take part or call or encourage any strike, or suspension of work against the Employer; nor shall the Employer or any of its officers or officials engage in or encourage any lockout of employees during the life of this Agreement.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### **10.01 Recognition of Stewards and Grievance Committee**

The Employer acknowledges the right of the union to elect or appoint Stewards. The Steward may assist any employee the Steward represents, in the preparing and presenting the grievance in accordance with the grievance procedure.

### **10.02 Permission to Leave Work**

The Employer agrees that the Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that a steward will not leave her work during working hours to perform her duties under this Agreement, without obtaining the permission of her supervisor. Permission to leave work shall not be unreasonably denied. Whenever possible the local community Steward will investigate disputes.

### **10.03 Definition of a Grievance**

A grievance is any difference between the Employer and any Employee(s) or the Union related to the interpretation, application, administration or alleged violation of this Agreement.

### **10.04 Settling of Grievances**

It is agreed that it is important, differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay in the following manner:

#### **Step 1**

An employee having a grievance must first take it up with their Supervisor as soon as possible, and in any event within five (5) working days of the alleged violation, and attempt to resolve the grievance informally. The employee shall have the right to be accompanied by a shop steward. The Supervisor will reply in writing to the grievance within a further two (2) working days.

#### **Step 2**

If the grievance is not settled at Step 1, it shall be reduced to writing signed by the Union and submitted to the Director of Education for consideration within five (5) working days of the grievor's receipt of the Supervisors reply. The Director of Education or their designate shall meet with the shop steward and the employee(s) concerned within five (5) working days after receiving the grievance. The Director of Education or their designate shall respond in writing to the Union within an additional five (5) working days following the meeting.

### Step 3

If the grievance is not settled at Step 2 the Union may within five (5) working days of the reply at Step 2 request in writing a meeting with the Board's Grievance Committee. A meeting shall take place within ten (10) working days of the request. The Board's Grievance Committee shall reply in writing, within five (5) working days following the date of the meeting.

### Step 4

If the grievance is not satisfactorily resolved at Step 3, either the Union or the Board may refer the matter to arbitration as provided for in Article 11 within twenty (20) working days of the reply at Step 3.

## 10.05 Policy Grievance

- (1) Where a dispute involving a question of general application or interpretation of this agreement occurs, or where a grievance involves a group of employees, Steps 1 of the grievance procedure may be by-passed. All such grievances must be filed within ten (10) working days of the occurrence of the circumstances giving rise to the grievance.
- (2) Grievances concerning lay-off and recall shall be initiated at Step 2 of the grievance procedure.

## 10.06 Failure to Act Within Time Limits

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, shall mean that the grievance is abandoned, but shall not be deemed to have prejudiced the Union or any future identical grievance. Should the Employer fail to act within the time limits specified, the Union shall, upon notification to the Employer, process the grievance to the next step of the procedure.

## 10.07 Time Limits

All time limits in Article 10 and Article 11 may be extended by mutual consent of the parties. Agreement for extensions must be in writing.

10.08 Facilities for Grievances

The Board shall supply the necessary facilities for the grievance meetings.

10.09 Working Day

A working day shall be defined as any day other than Saturday, Sunday or a Statutory Holiday.

**ARTICLE 11 ARBITRATION**

11.01 Both parties agree that any grievance that has been properly carried through all of the steps of the grievance procedure outlined in Article 10 and which has not been settled may be referred to a Board of Arbitration within twenty (20) working days of the receipt of the reply at Step 3.

11.02 Composition of Board of Arbitration

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be made by mail, addressed to the other party of the agreement indicating the name of its nominee on the Arbitration Board. Within ten (10) working days thereafter the other party shall answer by registered mail indicating the name of its nominee to the Arbitration Board. The two nominees shall select a Chairperson.
- (b) Where the parties fail to agree on an arbitrator within twenty (20) working days of the notice of desire to submit the grievance to arbitration, the party making the initial request may request the Minister of Labour to appoint a Chairperson.
- (c) Notwithstanding (a) above, the parties may by mutual consent request the appointment of a sole Arbitrator in lieu of the Arbitration Board.

11.03 Decision of the Board

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 any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

11.04 Expenses of the Board

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will jointly and equally bear the expense of the chair of the arbitration board or the sole arbitrator.

## **ARTICLE 12 DISCHARGE SUSPENSION AND DISCIPLINE**

12.01 Prior to the issuance of a suspension or discharge, the employee involved and a Shop Steward shall meet with the non-union Supervisor (and other management staff if required) as soon as possible after the incident(s) giving rise to the action to discuss the matter(s) and the employee will be given full opportunity to respond to any allegation(s).

The Employer will determine if and to what extent disciplinary action will be taken.

All disciplinary action will be taken in the presence of a Shop Steward, unless the employee declines representation. In cases of suspension or discharge, the Unit Chair will also be present.

12.02 Disciplinary action is defined, but not limited to:

- (1) recorded "verbal" warning which is rotated as such and has been brought to the attention of the employee; or,
- (2) a recorded "written" warning which is rotated as such and has been brought to the attention of the employee; or,
- (3) a suspension; or,
- (4) a discharge for cause.

12.03 Discipline or discharge grievances shall be processed to Step 2 of the grievance procedure within five (5) working days after the employee has received notice of such disciplinary action. Such grievances may be settled by:

- (1) confirming management's actions; or,
- (2) reinstating the employee with full compensation for time lost; or
- (3) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

12.04 Personnel File

An employee shall have access to their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.

## **ARTICLE 13 SENIORITY**

### **13.01 Seniority Defined**

Seniority for employees in the bargaining unit will be calculated to December 31st, 1998, according to the seniority rules in the relevant predecessor Collective Agreement and blended seniority lists will be produced.

Effective January 1st, 1999, seniority will be calculated as per the following:

Seniority shall be calculated on actual hours worked excluding overtime hours.

For Clerical employees one year of service shall equal 1820 hours of work.

For Custodial/Maintenance employees one year of service shall equal 2080 hours of work.

#### **Casual Employees**

Seniority for casual employees shall be based on actual hours worked excluding overtime hours. Casual seniority shall only be used for call in procedures for Casual Employees. A Casual Employee attaining a full-time or part-time position shall not carry their accumulated casual seniority with them onto the regular seniority list. Casual employees shall not accumulate bargaining unit seniority. A casual employee has no right to grieve removal from the casual list until the casual employee has completed 90 days of work after which time the casual employee can be removed from the list only with just cause.

Notwithstanding the above, seniority for DECE's will be based on date of hire.

### **13.02 Probation for Newly Hired Employees**

A newly hired employee shall be on probation only for the first ninety (90) calendar days of employment. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except that the probationary employee has no right to grieve discharge, unless there is an allegation of a violation of the Ontario Human Rights Code.

After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement of the parties.

Notwithstanding the above, the probationary period for DECE's shall be six (6) months exclusive of July and August.

### 13.03 Seniority List

The Employer shall maintain four (4) seniority lists, one for each of the three groups: (Schedule "A" and Schedule "B" and Schedule "C") and one for casual employees.

The lists shall show each employee's current classification, location of work (i.e. - Atikokan, Fort-Frances/Rainy River), date upon which each employee's service commenced and the total number of years of service. Where two (2) or more employees commenced work on the same day preference shall be in accordance with the date of application and then by lot.

Seniority lists shall be posted on all bulletin boards in January.

### 13.04 Loss of Seniority

An employee shall not lose seniority if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer except as follows. An employee shall lose their seniority in the event that:

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign;
- (c) They are absent from work in excess of three (3) working days without notifying their designate supervisor unless such notice was not reasonably possible;
- (d) They fail to return to work within 10 calendar days after being notified by registered mail to the last address on record with the Board, to return to work following a layoff. It is the responsibility of the employee to inform the School Board annually of their continued interest in the position plus their current return mailing address;
- (e) They are laid off for a period of longer than twenty-four (24) months.

### 13.05 Transfer of Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, she shall be placed in a job consistent with her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Notwithstanding the above, an employee who transfers out of the bargaining unit for a period longer than twenty-six (26) weeks shall lose their seniority.

**ARTICLE 14 PROMOTIONS AND STAFF CHANGES**

14.01 Job Postings

- (a) Notice of a vacancy(s) or a new position shall be posted on all bulletin Boards for 5 working days so that employees may become aware of the vacancy and make application. A copy of the posting will be sent to the Union. Job Postings in July and August will be sent to all employees laid off for the summer period at the address on file with the Board.
- (b) Where it is necessary to replace an employee who is absent for a period of thirty (30) working days or more, such a vacancy shall be bulletined and posted as a temporary position.
- (c) No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully considered. Where there is no qualified applicant(s), the employer may accept outside applications.
- (d) For DECE positions only, new positions and permanent vacancies which become available after the beginning of the school year will be advertised to take effect at:
  - (i) The beginning of the calendar year
  - (ii) March Break
  - (iii) The beginning of the next school year
  - (iv) Any other time agreed to by the Union and Employer

14.02 Information on Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education or equivalent experience that would be acceptable to the Employer, skills, shift, wage or salary rate or range. Such qualifications shall not be established in an arbitrary or discriminatory manner.

14.03 Role of Seniority in Promotions, Transfers and Staff Changes

In the event that 2 or more employees apply for the posted vacancy, the employer shall consider the qualifications, skill and ability of the applicants. As between 2 qualified applicants of relatively equal standing seniority shall govern.

14.04 Trial Period

All employees moving to a full-time or part-time position shall have up to a maximum of five (5) working days to be sufficiently oriented specific to the job or position. A successful applicant shall be given a trial period for thirty (30) working days in the new



position. Conditional on satisfactory performance such trial period shall be declared completed after thirty (30) working days. An employee who proves unsatisfactory or if the employee is unsatisfied in the position shall be returned to the former position and rate with no loss of seniority. Other employees similarly affected by the return shall also be returned to their former position without loss of rate or seniority. This article is not applicable to casual employees. The trial period may be extended upon the request of either party and upon mutual consent of the parties.

This article 14.04, Trial Period, does not apply to DECE positions.

#### 14.05 Notification to Union and Employee

The union will be notified once a month of all permanent appointments, hires, layoffs, transfers (extending beyond one month), recalls and terminations of employment within the bargaining unit. The unsuccessful candidates will be notified within five (5) working days of the appointment.

#### 14.06 Training/Seminars/Workshops

An employee required by the Employer to attend training courses, seminars or workshops shall be reimbursed at the appropriate rate of pay for all time spent in the course, seminar or workshop and shall be paid travel expenses as per Board Policy 8.20.

Payment for time spent shall be at regular wages (hour for hour) for the time spent in training courses.

### **ARTICLE 15 LAYOFF AND RECALL**

#### 15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement. For part-time employees, reduction in hours must be greater than twenty (20%) per cent of existing scheduled hours to be deemed a layoff.

Employees normally laid off at the end of the school year (June) will not be subject to the layoff procedure shown in Article 15.02 and will be recalled at the beginning of the new school year (September) to the position they held the previous June.

#### 15.02 Layoff Procedure

In the event of a layoff, employees will be laid off in the reverse order of their seniority within their Schedule (i.e. Schedule "A" or Schedule "B" or Schedule "C").

An employee who is subject to layoff shall have the right to either:

- (1) Accept the layoff; or
- (2) Bump an employee who has less bargaining unit seniority within her Schedule.

An employee displaced through this procedure will be deemed to have been laid off and will be subject to their rights under this clause.

The right to bump does not include the right to bump up.

It is understood that a laid off employee must have the required ability and qualifications in order to displace an employee with lesser seniority as provided in (b) above.

Casual employees will be laid off prior to any part-time or full-time employees.

#### 15.03 Recall Procedure

Employees who have been laid off in accordance with Clause 15.02 above shall be recalled to their original schedule in order of their seniority provided they have the ability and qualifications for the position.

Employees may refuse a recall and shall remain on the recall list for any future recalls if the recall is to a position more than 70 kilometers from their home community. It shall be the responsibility of an employee on layoff to keep the Board advised, in writing, of their current address.

#### 15.04 Notice of Layoff

An employee who has worked ninety (90) calendar days or more will be given written notice of layoff by the employer in accordance with the Employment Standards Act, and will be provided with no less than four (4) weeks notice.

#### 15.05 No New Employees

New employees shall not be hired until those laid off have been given the opportunity of recall. It is the responsibility of the employee to inform the Employer of any qualifications relevant to the positions within the bargaining unit.

#### 15.06 Redeployment Committee

In the event of reorganization or a reduction in the workforce, a special sub-committee of the Labour Relations Committee shall be established as soon as possible after the notice of layoff or reduction is given to the union.

15.07 Severance Pay

The severance pay, to which an employee covered under the Collective Agreement is entitled, shall be in accordance with the Employment Standards Act.

**ARTICLE 16 HOURS OF WORK**

16.01 Caretaker/Custodian

(a) Hours of Work

The regular hours of work for full time caretakers/custodians will be eight (8) hours per day between the hours of 7:00 a.m. and 11:30 p.m.

The regular hours for day shift employees will be exclusive of a one (1) hour unpaid lunch break.

The regular hours for evening shift employees will be inclusive of a twenty (20) minute paid lunch break.

(b) Work Week

The regular work week for full time caretakers/custodians will be forty (40) hours, Monday to Friday inclusive.

16.02 Maintenance

(a) Hours of Work

The regular hours of work for full-time maintenance employees will be eight (8) hours per day between the hours of 7:00 a.m. and 4:30 p.m. exclusive of a one-half (1/2) hour unpaid lunch break.

(b) Work Week

The regular work week for full-time maintenance employees will be forty (40) hours, Monday to Friday inclusive.

16.03 Office/Clerical

(a) Hours of Work

The regular hours of work for full-time office/clerical employees will be seven (7) hours per day between the hours of 7:30 a.m. and 4:30 p.m. exclusive of a one (1) hour unpaid lunch break.

(b) Work Week

The regular work week for full-time office/clerical employees will be thirty-five (35) hours, Monday to Friday, inclusive.

16.04 Split Shifts

Employees covered by clauses 16.01, 16.02 and 16.03 will not be required to work split shifts unless agreed to between the parties.

16.05 Summer Break - Compressed Work Week

Upon mutual agreement between the employer and their supervisor, an employee will be allowed to work a compressed work week during the months of July and August.

(1) The compressed work week for employees in clause 16.01, 16.02 and 16.04 will consist of four (4) ten (10) hour days, either Monday to Thursday or Tuesday to Friday inclusive with a twenty (20) minute paid lunch break.

(2) The compressed work week for employees in clause 16.03 will consist of four (4) eight and three quarter (8  $\frac{3}{4}$ ) hour days, Monday to Thursday inclusive with a twenty (20) minute paid lunch break.

16.06 Christmas/Spring Break Working Hours

Employees at work during the Christmas and spring breaks will be permitted to work between the hours of 7:00 a.m. and 6:00 p.m. Monday to Friday inclusive with a paid twenty (20) minute lunch break.

16.07 There shall be a fifteen (15) minute paid break in the first and second half of the school day for all employees.

16.08 Notwithstanding, the hours of work in this article may be altered by mutual consent of the employee and their supervisor.

16.09 Designated Early Childhood Educators

(a) Effective on ratification, the regular hours of work for full-time designated early childhood educators will be seven (7) hours per day between the hours of 6:30am and 6:30pm. It is understood and agreed that the site supervisor has the right to amend the working schedule to meet the needs of the school community.

(b) The regular work week for full-time designated early childhood educators will be 35 hours, Monday to Friday, inclusive.

- 16.10 Full time DECE's covered by this agreement shall be entitled to a minimum unpaid lunch of one half (1/2) hour during which they shall be free from responsibility, as scheduled by the school principal. The lunch period shall normally be scheduled during non-instructional time.
- 16.11 For DECE's covered by this agreement there shall be a fifteen (15) minute paid break before lunch and a fifteen (15) minute paid break after lunch. Schools with balanced school day, the two fifteen (15) minute breaks may be combined. Breaks will be scheduled by the school principal.

## **ARTICLE 17 OVERTIME**

### 17.01 Overtime Defined

All time worked before or after the regular work day and the regular workweek or on a holiday shall be considered overtime. The immediate supervisor will decide the necessity of such extra hours.

### 17.02 Overtime Rate for Classification Under Schedule "A"

Overtime in excess of eight (8) hours per day or forty (40) hours per week for employees in Schedule "A" shall be paid for at the rate of time and one-half (1 ½) of the employee's regular basic hourly rate, plus, where applicable, the appropriate shift premium.

### 17.03 Overtime Rate for Classifications Under Schedule "B" or Schedule "C"

Overtime in excess of seven (7) hours per day or thirty-five (35) hours per week for employees in Schedule "B" or Schedule "C" shall be paid for at the rate of time and one-half (1½) of the employees regular basic hourly rate.

### 17.04 Shift Premium

A shift premium of forty five cents (\$0.45) for the afternoon shift (4:00 p.m. to 12:00 midnight) and fifty five cents (\$0.55) for the night shift (12:00 midnight to 8:00 a.m.) shall be paid for all shift hours worked.

Effective September 1, 2006 increase shift premium to \$.55 per hour for afternoon shift and \$0.60 per hour for the night shift.

Effective September 1, 2008, increase shift premium to fifty seven cents (\$.57) per hour for afternoon shift and sixty two cents (\$0.62) per hour for the night shift. Effective September 1, 2009, increase shift premium to fifty nine cents (\$.59) per hour for afternoon shift and sixty four cents (\$0.64) per hour for the night shift. Effective September 1, 2010, increase shift premium to sixty one cents (\$.61) per hour for afternoon shift and sixty six cents (\$0.62) per hour for the night shift. Effective

September 1, 2011, increase shift premium to sixty three cents (\$.63) per hour for afternoon shift and sixty eight cents (\$.68) per hour for the night shift.

17.05 Call-In

A call-in shall be defined as the requirement that an employee return to work after having left employment without foreknowledge of such return. Call-ins shall be compensated for at the rate of a minimum of three (3) hours at time and one-half (1 ½).

17.06 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 selected by mutual agreement between the immediate supervisor and the employee. Employees will be permitted to carry a maximum accumulation of forty (40) hours of lieu time in a fiscal year. Compensating leave accumulated in a fiscal year (September to August) which is not used by December 31st of that year shall be paid out.

**ARTICLE 18 PAID HOLIDAYS**

18.01 Paid Holidays

All employees shall be entitled to the following paid holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Family Day
Boxing Day	Two (2) Float Days

Any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal government.

The August Civic Holiday noted above is not paid for ten (10) month employees. The last shift on Christmas Eve and the last shift on New Years Eve, if a working day, will be granted off with no loss of pay.

18.02 Compensation for Holidays Falling on Scheduled Day Off

When a paid holiday falls upon an employee's regular day off, such employees shall be granted a lieu day off with pay at a time which is mutually agreed upon.

18.03 Pay for Work on a Holiday

An employee who is required to work on a paid holiday shall be paid at the rate of time and one-half (1 ½) plus another day off with pay. Such day off shall be scheduled by mutual agreement between the immediate supervisor and the employee.

18.04 Floating Holiday(s) shall be scheduled by mutual agreement between the immediate supervisor and the employee.

18.05 When a paid holiday falls during an employee's approved vacation period, an extra day of vacation shall be allowed.

**ARTICLE 19 VACATIONS**

19.01 Vacation Schedules

Vacation shall be scheduled by mutual agreement by the immediate supervisor and the employee. Vacation requests made prior to February 1st shall be granted by seniority.

19.02 Vacation Entitlement

Vacations for full-time and part-time twelve month employees shall be calculated in accordance with credited, full time active, continuous service prior to June 1st based upon the following table. June 1st shall be the date upon which the employee's service shall be calculated to determine the amount of vacation entitlement.

Less than three (3) years	One (1) day per full month of service with a maximum of ten (10) days
Three (3) years or more	Three (3) weeks
Nine (9) years or more	Four (4) weeks
Seventeen (17) years or more	Five (5) weeks
Twenty-five (25) years or more	Six (6) weeks
Thirty (30) years or more	Seven (7) weeks

19.03 Ten Month Employees and Designated Early Childhood Educators (DECE's)

(a) Ten month employees and DECE's will receive vacation payment, in lieu of vacations, at the following rates:

Less than three (3) years	Four per cent (4%)
Three (3) years or more	Six per cent (6%)
Nine (9) years or more	Eight per cent (8%)

Seventeen (17) years or more	Ten per cent (10%)
Twenty-five (25) years or more	Twelve per cent (12%)
Thirty (30) years or more	Fourteen (14%)

Vacation payment will be provided on the semi-monthly pay cheque.

19.04 Casual Employees

Casual employees shall be entitled to vacation in accordance with the Employment Standards Act.

19.05 Rate of Vacation Pay

Vacations, floating holidays and sick leave for all employees shall be paid at the rate of pay of the job in effect immediately prior to the leave.

19.06 Vacation Carry-Over

An employee, with the permission of their Supervisor, may be permitted to carry forward up to one (1) week of annual vacation to the following year.

**ARTICLE 20 SICK LEAVE – See Part A, C6.00, Sick Leave**

20.01 Payment of Unused Sick Leave on Retirement

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, 2013, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.

Employees who retire (normal or early retirement options as defined in the OMERS regulation) or employees who are eligible for a deferred pension (as defined in the OMERS regulations) shall be granted a Retirement Allowance based upon fifty per cent (50%) of their accumulated sick leave at the time of retirement times the employee's daily salary rate. To be eligible for the benefits of this Article **20.02**, an employee must have a minimum of ten (10) years of credited active, continuous service with the employer or uninterrupted service with predecessor boards. Predecessor boards are defined as the existing boards in 1998 that were superseded by the Rainy River District School Board. At the employee's choice, the payment of this allowance shall be:

- (a) a lump sum payment at retirement or;
- (b) for income tax purposes, held over to the following taxation year



In the event of the death of an employee, prior to retirement, the benefits of the gratuity plan shall be paid to the widow (widower), surviving children or estate.

20.02 Normal retirement age

Normal retirement age shall be as stipulated in the rules and regulations of the Ontario Municipal Employees Retirement System

20.03 Proof of Illness

Medical certificates of illness and/or fitness to return to work may be required by the Director of Education or designate.

20.04 Illness During Vacation

Sick leave protection is also provided for serious medical illness and medical problems for employees who may become ill during their approved vacation period. However, the provision of extra days of holiday are not extended for days employees may become ill during their holidays with a minor ailment or illness, e.g. flu. The employee will be required to provide a doctor's certificate.

**ARTICLE 21 LEAVES OF ABSENCE**

21.01 Bereavement Leave

Leave for the day of death will be granted without loss of pay. Bereavement leave of up to seven (7) consecutive calendar days, commencing the day after death without loss of pay shall be granted for bereavement in the family. Family means spouse, children, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law, common-law spouse, and step-children.

At the Discretion of the Director or Designate additional bereavement leave may be granted. Bereavement Leave for the death of a close friend or relative not mentioned above may be granted at the discretion of the Director of Designate with no loss of pay and fringe benefits.

21.02 Compassionate Leave

Leave shall be granted, without loss of pay, by the Director or their designate for an employee to attend to the serious illness or injury of a member of their immediate family (spouse, children, parents, siblings). The duration of the leave shall be agreed upon by the employee and the Director or their designate.

Deductions shall be made from the accumulated sick leave credits, and where

necessary, from the current sick leave credits.

The parties agree to ensure that a minimum of 16.70 days per employee per year will be available for personal disability only in order to continue with the reduction of EI premiums. The employee share of the EI rebate will be paid to the CUPE employee.

#### 21.03 Pregnancy/Parental/Adoption Leave

Leave of Absence under this article will be granted an employee as per the Employment Standards Act.

Pursuant to the terms of the Act, an employee should notify the Director or designate of the leave as soon as possible and arrange a suitable date for the commencement of the leave. The leave may be extended as a Leave of Absence for up to one (1) year at the request of the employee, and up to two (2) years by mutual agreement of the employee and the Board.

Employees on this leave shall not be paid a salary. The Board will pay the employee's fringe benefits as per clauses 23.02 and 23.06 during the statutory Pregnancy/Parental/Adoption leaves (as per the Employment Standards Act.). The employee on an extended leave may retain their membership in any plan beyond the above mentioned periods by paying full premiums applicable, subject to the rights of the insurer.

#### 21.04 Jury Duty

Employees who are required to serve as a juror or are subpoenaed to appear as a witness shall be compensated for the difference between pay for jury duty or pay for being a witness (but excluding expenses) and their normal basic rate of pay upon presentation of proof of such service and the amount received.

#### 21.05 General Leave

The Employer may grant leave of absence of up to one (1) year without pay and without loss of seniority and upon such terms relative to other benefits of this Agreement as deemed advisable by the Employer. Requests for such leave shall be in writing with sufficient notice and must be for good and sufficient reasons. A request for a leave of absence to work in a non-CUPE position within the Board will be deemed to be of sufficient cause. A request for a leave to obtain employment outside the Board will not be deemed sufficient cause.

#### 21.06 Education/Training Leave

The Employer may grant leave with pay for educational and upgrading purposes.

21.07 Union Leave

The Employer may grant leave of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that in making requests for leave of absence, it not unduly affect the proper operations of any programs. Such consent shall not unreasonably be withheld.

Employees on such leave of absence for Union business will be paid their regular wages by the Employer who will be reimbursed by the Union for the amount paid to the employees.

21.08 Professional Development Leave

The Employer may grant one Professional Development Day with pay for all classification delineated in Schedules "A" and "B". The Employer will consult the Union about the agenda for any Professional Development Day. A part-time employee who attends the Professional Development day and is not scheduled to work will be paid for one-half day.

**ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES**

22.01 Pay Day

The Employer shall pay salaries and wages two (2) times per month in accordance with Schedules "A", "B" and "C".

22.02 Pay on Temporary Transfers

(a) Higher Pay Position

When an employee is temporarily assigned the duties of a higher paying position they shall receive the rate of pay for that position.

(b) Lower Pay Position

When an employee is temporarily assigned the duties of a lower paying job, their rate shall not be reduced.

**ARTICLE 23 EMPLOYEE BENEFITS – See Part A C5.00**

23.01 Long Term Disability Insurance Plan

- (a) The Board will administer a mutually acceptable, employee funded Long Term Disability Plan. The existing LTD plans will continue until a new LTD plan is agreed to by the Board and the Union.
- (b) The Board agrees to pay its portion of the premiums for employee benefits during the time that an employee is on Long Term Disability Leave of Absence, up to a period of three years.
- (c) An employee on Long Term Disability Insurance Leave of Absence remains an employee with the Board throughout the period of the leave and maintains the rights of the member under the terms of the Collective Agreement.
- (d) An employee on Long Term Disability Insurance Leave of Absence shall continue to accumulate seniority at the same rate as if they were not on leave.

#### 23.02 Pension

All new employees must join the Ontario Municipal Employees Retirement System (OMERS) in accordance with the terms of that Plan. The Employer and employees shall contribute to the plan in accordance with the terms of the plan.

### **ARTICLE 24 NEW CLASSIFICATIONS OR CHANGES IN JOB CLASSIFICATION**

24.01 When the duties in any classification are substantially changed or when a new classification within the bargaining unit, not covered by Schedule A, B or C, is established during the term of this agreement, the Board shall submit to the Union a copy of the job description. If the parties have an agreed upon job evaluation tool, the position shall be evaluated using the job evaluation tool. If there is no such agreed upon job evaluation tool, the Board shall propose a rate of pay. If the Union disagrees with the proposed rate of pay, such dispute shall be submitted to grievance and arbitration for determination. The new rate of pay shall be retroactive to the date the new position was first filled by the employee.

### **ARTICLE 25 HEALTH AND SAFETY**

#### 25.01 Co-operation on Safety

The Union and the Employer recognize that safety is the joint responsibility of both parties and it is agreed that the employees and the Employer will co-operate in the application and enforcement of all safety regulations and the maintenance of sanitary working conditions.

#### 25.02 Union-Employer Safety Committee

The Employer and Union agree to abide by the duties and responsibilities contained in the Occupational Health and Safety Act.

### 25.03 Clothing Allowance

The Employer agrees to provide the following clothing or clothing allowances:

- (1) \$101 per calendar year (upon proof of purchase) to each employee required to wear safety boots in the course of their duties.
  - Effective September 1, 2020: \$102.01
  - Effective September 1, 2021: \$103.03
- (2) Two (2) sets of uniforms for employees in Schedule "A". Uniforms will be replaced as required.

### 25.04 Tools

The Board will pay a total allowance of \$126.25 per year. This allowance shall apply only to maintenance staff. Employees eligible for the tool allowance will provide all hand tools normally required in carrying out their duties.

- Effective September 1, 2020: \$127.51
- Effective September 1, 2021: \$128.79

### 25.05 First Aid Certificates

The Employer will continue to offer "in-house" training for First Aid Certificates for all employees and will notify employees of the training courses.

## **ARTICLE 26 JOB SECURITY**

### 26.01 Contracting Out

The Board agrees that work normally performed by the employees within Schedules A and B of the Bargaining Unit or similar work which it has been past practice to have performed by members within Schedules A and B of the Bargaining Unit shall continue to be performed by the employees within the Bargaining Unit, provided that this Article shall not deprive the Board of the right to contract out work beyond the scope of the existing staff to perform expediently at the time.

## **ARTICLE 27 GENERAL CONDITIONS**

### 27.01 Bulletin Boards

The Board shall ensure that a bulletin board is available in each work site for the use of

the Union. The Union shall obtain the permission of the Manager of Plant Operations and Maintenance or their designate prior to posting any material on the bulletin board. Permission to post material shall not be unreasonably withheld. This bulletin board will not be used for posting material which is, in the opinion of the Board, inflammatory or derogatory.

27.02 Copies of Agreement

The Employer shall make available to the Union and each employee a digital copy of the Collective Agreement within thirty (30) days of any renewal Collective Agreement being prepared and finalized by the parties. The Board will provide employees and the Union with a hard copy of the Collective Agreement upon request.

27.03 Plural or Masculine Terms

For the purposes of interpretation of this agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.

27.04 Identification Card

The Board agrees to provide employees on request with Corporate Identification Cards.

27.05 Certificates

Maintenance employees required by the Employer to obtain, renew or upgrade certificates or licenses shall be reimbursed by the Employer.

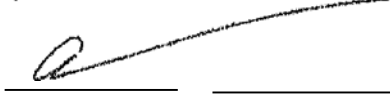
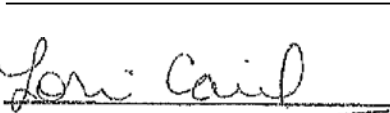
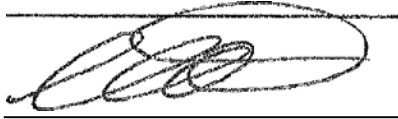
27.06 Supervision and Direction

Supervision and direction of the caretakers shall be from the school principals in cooperation with the Manager of Plant Operations and Maintenance  
Supervision and direction of school office secretaries shall be by the school principal.  
Supervision and direction of Education Centre employees shall be by the Superintendent of Business or designate. Supervision and direction of maintenance staff shall be by the Manager of Plant Operations and Maintenance or a designate.

DATED AT FORT FRANCES this 10<sup>th</sup> day of 1<sup>st</sup> 2020.

RAINY RIVER DISTRICT  
SCHOOL BOARD

CANADIAN UNION OF  
PUBLIC EMPLOYEES  
and Its Local 65



**SCHEDULE A, B & C – SALARY SCHEDULE**

<b>CUPE Salary Grid</b>				
<b>Schedule A</b>		<b>Sept 1/19 (1%)</b>	<b>Sept 1/20 (1%)</b>	<b>Sept 1/21 (1%)</b>
<b>Custodial/Maintenance</b>				
Maintenance IV (Revised Feb 19)		29.13	29.42	29.71
Maintenance III		25.74	26.00	26.26
Maintenance II		24.39	24.63	24.88
Maintenance I		22.91	23.14	23.37
Head Caretaker/Lead Custodian				
	FHS	24.96	25.21	25.46
	RHS/RMS/AHS	23.25	23.48	23.71
Caretaker/Custodian		22.73	22.96	23.19
Van Driver/Custodian		22.73	22.96	23.19
Casual Custodial		19.77	19.97	20.17
Casual Maintenance		26.68	26.95	27.22
<b>Casual Caretakers receive caretaker rate of pay after 1040 hours in the bargaining unit</b>				
Student		14.50	14.65	14.80
<b>Schedule B</b>				
<b>Secretarial/Accounting Clerks</b>				
Accounting Clerk 4		29.83	30.13	30.43
Accounting Clerk 3		29.13	29.42	29.71
Accounting Clerk 2		27.07	27.34	27.61
Secretary 1/Accounting Clerk I		24.51	24.76	25.01
Purchaser		29.83	30.13	30.43
Transportation Officer		34.05	34.39	34.73
Transportation Clerk		24.51	24.76	25.01
Student		14.50	14.65	14.80
Head Secretary		27.95	28.23	28.51
School Secretary		26.38	26.64	26.91
Secretarial Assistant		22.73	22.96	23.19
Casual		20.35	20.55	20.76
	Shift Premium (4 pm to midnight)	0.67	0.68	0.69
	Shift Premium (midnight to 8 am)	0.73	0.74	0.75
<b>Schedule C</b>				
<b>DECEs</b>				
Letter of Permission/Casual		19.78	19.98	20.18
Qualified 0 years' experience		21.43	21.64	21.86



Qualified 1 year experience	23.08	23.31	23.54
Qualified 2 years' experience	24.73	24.98	25.23
Qualified 3 years' experience	26.37	26.63	26.90
Qualified 4 years' experience	28.03	28.31	28.59

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

Qualified employees hired into the Designated Early Childhood Education classification will receive experience ratings based on their acquired experience with the Board or with previous employers in accordance with the following formula:

1 year (calendar or school year of employment = one year experience on the grid)

All qualified newly hired DECE's shall be placed at step (0) of the salary grid. DECE's will have one hundred and twenty (120) days to provide documentation of related experience for consideration for placement on the grid. All documentation is to be submitted in writing to the Manager of Human Resources or designate. Upon acceptance of said documentation, the DECE will be placed at the appropriate grid step retroactive to their date of hire. Related experience will be credited in full years only.

Related experience credit will be given for the following:

- (a) Documented full or part-time experience as a DECE or ECE in a Board of Education and/or
- (b) Documented full or part-time experience as a DECE or ECE in a licensed daycare. Such experience will be credited to a maximum of two (2) years experience credit on the date of hire.

**Work Year**

The regular work year for DECE's shall be the school year including professional development days and professional activity days.

**Before and After School Program**

Where Designated Early Childhood Educators are assigned to a location where an Early Learning Program (ELP) before and/or after school program operates the work year may be altered at the discretion of the Board to meet the needs of the program.

Prior to implementing a Board operated before and/or after school program, the Board agrees to meet with the Union to explore opportunities for board employed DECE's to get additional work in the before and/or after school program.

## **LETTER OF UNDERSTANDING RE: CASUAL CUSTODIAL EMPLOYEE HIRING PROCEDURE**

- (a) Casual Custodial employees who have attained 2080 hours of seniority on the casual seniority list as noted in clause 3.03 of the Collective Agreement will be permitted to apply for vacant permanent positions under the Collective Agreement but only after:
1. The Employer has been unsuccessful in filling the vacancy after all applications from permanent full-time and permanent part-time employees have been received or;
  2. It has been established by the Employer that no permanent full-time or permanent part-time employees have submitted applications.
- (b) The Employer, if the criteria in part (a) above have been established, will accept applications from casual Custodial employees who have attained 2080 hours of seniority and will consider the qualifications, skill and ability of the applicants in selecting a possible successful candidate for the vacant position prior to interviewing external and other casual Custodial applicants.
- (c) A casual employee upon attaining a permanent full-time or a permanent part-time position shall not carry their accumulated casual seniority with her/him to the regular seniority list.

## **LETTER OF UNDERSTANDING RE: OMERS CONTRIBUTORY EARNINGS**

The following definition of contributory earnings is provided for information purposes only and is non-grievable. Contributory earnings must include all regular recurring earnings as determined by the OMERS Pension Plan as may be amended from time to time.

### Definition of contributory earnings

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

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with

OMERS definition of earnings for all members, including active, terminated, retired and disabled members;

- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;

- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

#### **LETTER OF UNDERSTANDING – PAY EQUITY**

The parties agree to maintain pay equity.

## **APPENDIX -A**

### **“FOR HISTORICAL REFERENCE ONLY”**

#### **LETTER OF UNDERSTANDING: BASELINE STAFFING**

The parties agree that as of October 2008 there were 59.3 FTE in the bargaining unit based on the Board’s estimates. The parties agree that this Letter of Understanding is not a guarantee of staffing.

#### **LETTER OF UNDERSTANDING: STAFF FUNDING ENHANCEMENT FOR 2011-12 (CUSTODIAL/MAINTENANCE STAFF)**

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square meter by \$1.41;

Whereas the Government will require that this funding enhancement in 2009-10 be fully used to address the workload of Custodian/Maintenance/Skilled Trades/Building Security Staff; Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board’s share, in the following order;

- Offset staff reductions in Custodial/Maintenance/Skilled Trades/Building Security Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades/Building Security Staff in 2009-2010

#### **LETTER OF UNDERSTANDING: STAFF FUNDING ENHANCEMENT FOR 2009-10 – OFFICE SUPPORT (ELEMENTARY SCHOOL SECRETARY)**

Whereas the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 funding for Office Support Staff in elementary schools through the elementary component of the School Foundation Grant; Whereas the Government will require that this funding enhancement be used, in 2009-10, in

the manner described below;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or hire additional unionized Board-employed Elementary School Office Support staff in 2009-10

#### **LETTER OF UNDERSTANDING: ENDEAVOUR TO RETAIN PERMANENT EMPLOYEES**

For the life of this Agreement, the Board will endeavour to retain permanent employees that were in place as at October 31, 2008.

The Union and the Board agree to work cooperatively through the Labour Relations Committee to identify and propose alternatives to lay-offs, which may include but are not limited to, restructuring, reorganization and the utilization of casual employees to fill permanent vacancies on an interim basis, as required.

The Union agrees that this letter has no force or effect for employees discharged for just cause.

Notwithstanding the provisions of the OLRA, 1995, this Collective Agreement, or the foregoing paragraphs, it is agreed that this Letter of Understanding ceases to have any application after August 31, 2013.