



COLLECTIVE AGREEMENT

BETWEEN

THE THAMES VALLEY DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE 4222D

TERM OF AGREEMENT:

2017 SEPTEMBER 01 TO 2019 AUGUST 31

We build each student's tomorrow, every day.

TABLE OF CONTENTS

CLICKING ON THE PAGE NUMBER IN THIS TABLE OF CONTENTS WILL BRING YOU TO THE RESPECTIVE PAGE NUMBER IN THE COLLECTIVE AGREEMENT.

PART A: CENTRAL ARTICLES	8
C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	8
C1.1 SEPARATE CENTRAL AND LOCAL TERMS.....	8
C1.2 IMPLEMENTATION.....	8
C1.3 PARTIES	8
C1.4 SINGLE COLLECTIVE AGREEMENT	8
C2.0 DEFINITION	8
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN	9
C3.1 TERM OF AGREEMENT	9
C3.2 TERM OF LETTERS OF AGREEMENT/UNDERSTANDING	9
C3.3 AMENDMENT OF TERMS	9
C3.4 NOTICE TO BARGAIN	9
C4.00 CENTRAL DISPUTE RESOLUTION PROCESS.....	10
C4.1 STATEMENT OF PURPOSE	10
C4.2 PARTIES TO THE PROCESS	10
C4.3 MEETINGS OF THE COMMITTEE	10
C4.4 SELECTION OF REPRESENTATIVES	10
C4.5 MANDATE OF THE COMMITTEE	10
C4.6 ROLE OF THE CENTRAL PARTIES AND CROWN	11
C4.7 REFERRAL OF DISPUTES.....	11
C4.8 CARRIAGE RIGHTS.....	11
C4.9 RESPONSIBILITY TO COMMUNICATE.....	11
C4.10 LANGUAGE OF PROCEEDINGS	11
C4.11 DEFINITION OF DISPUTE	12
C4.12 NOTICE OF DISPUTES.....	12
C4.13 REFERRAL TO THE COMMITTEE	12
C4.14 TIMELINES.....	13
C4.15 VOLUNTARY MEDIATION.....	13
C4.16 ARBITRATION.....	13
C5.00 BENEFITS.....	14
C5.1 FUNDING	14
C5.2 COST SHARING	14
C5.3 PAYMENT IN LIEU OF BENEFITS.....	14
C6.00 SICK LEAVE.....	14
C6.1 SICK LEAVE/SHORT TERM LEAVE AND DISABILITY PLAN.....	14
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	19
C7.1 PREAMBLE.....	19
C7.2 MEMBERSHIP.....	19
C7.3 CO-CHAIR SELECTION.....	19

C7.4	MEETINGS.....	19
C7.5	AGENDA AND MINUTES	19
C7.6	WITHOUT PREJUDICE OR PRECEDENT.....	20
C7.7	COST OF LABOUR RELATIONS MEETINGS	20
C8.00	CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	20
C9.00	ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS.....	20
C10.00	CASUAL SENIORITY EMPLOYEE LIST	20
C11.00	UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING	20
C12.00	STATUTORY LEAVES OF ABSENCE/SEB	21
C12.1	FAMILY MEDICAL LEAVE OR CRITICALLY ILL CHILD CARE LEAVE	21
C13.00	VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT.....	21
C14.00	SPECIALIZED JOB CLASSES	22
APPENDIX A	23
	NOTICE OF CENTRAL DISPUTE	23
APPENDIX B	24
	SICK LEAVE CREDIT-BASED RETIREMENT GRATUITIES (WHERE APPLICABLE)	24
LETTER OF UNDERSTANDING #1	25
	RE: STATUS QUO CENTRAL ITEMS.....	25
LETTER OF UNDERSTANDING #2	26
	RE: STATUS QUO CENTRAL ITEMS REQUIRING AMENDMENT AND INCORPORATION	26
LETTER OF UNDERSTANDING #3	29
	RE: JOB SECURITY: PROTECTED COMPLEMENT	29
LETTER OF UNDERSTANDING #4	31
	RE: PROFESSIONAL DEVELOPMENT.....	31
LETTER OF UNDERSTANDING #5	32
	RE: SCHEDULED UNPAID LEAVE PLAN	32
LETTER OF UNDERSTANDING #6	34
	RE: EDUCATION WORKER DIVERSE AND INCLUSIVE WORKFORCE COMMITTEE – TERMS OF REFERENCE.....	34
LETTER OF UNDERSTANDING #7	36
	RE: LONG TERM DISABILITY (LTD) PLAN WORKING GROUP.....	36
LETTER OF UNDERSTANDING #8	37
	RE: SICK LEAVE	37
LETTER OF UNDERSTANDING #9	38
	RE: BENEFITS.....	38
LETTER OF UNDERSTANDING #10	49
	RE: LIST OF ARBITRATORS	49

LETTER OF UNDERSTANDING #11	50
RE: CENTRAL LABOUR RELATIONS COMMITTEE.....	50
LETTER OF UNDERSTANDING #12	51
RE: EARLY CHILDHOOD EDUCATORS WORK GROUP (FDK)	51
LETTER OF UNDERSTANDING #13	52
RE: MINISTRY INITIATIVES	52
LETTER OF UNDERSTANDING #14	53
RE: PROVINCIAL HEALTH AND SAFETY WORKING GROUP.....	53
LETTER OF UNDERSTANDING #15	54
RE: VIOLENCE PREVENTION TRAINING	54
LETTER OF UNDERSTANDING #16	55
RE: ADDITIONAL PROFESSIONAL ACTIVITY (PA) DAY	55
PART B – LOCAL ARTICLES	57
L1.00 RECOGNITION.....	57
L2.00 MANAGEMENT RIGHTS	57
L3.00 NO DISCRIMINATION	58
L4.00 UNION SECURITY, MEMBERSHIP AND DUES	58
L5.00 COMMITTEES.....	59
L6.00 UNION REPRESENTATION	60
L7.00 SENIORITY	60
L8.00 LAYOFF/REDUNDANCY	62
L9.00 - RECALL FROM LAY-OFF	63
L10.00 NO STRIKE OR LOCKOUT	63
L11.00 JOB SECURITY	64
L12.00 GRIEVANCES	64
L13.00 ARBITRATION	66
L14.00 DISCHARGE, SUSPENSION & DISCIPLINE	67
L15.00 JOB VACANCIES	67
L16.00 JOB EVALUATION AND PAY EQUITY MAINTENANCE	69
L16.01 JOB EVALUATION	69
L16.03 PAY EQUITY MAINTENANCE	69
L17.00 HOURS OF WORK.....	69
L18.00 PAID HOLIDAYS.....	70
L19.00 VACATION PAY	70
L20.00 LEAVE OF ABSENCE	70
L21.00 PREGNANCY/PARENTAL/ADOPTION LEAVES	76

L21.01	PREGNANCY LEAVE.....	76
L21.02	PARENTAL/ADOPTION LEAVE	78
L21.03	RETURN FROM LEAVES	79
L22.00	RETIREMENT.....	79
L23.00	WORKERS' SAFETY AND INSURANCE BOARD BENEFIT	79
L24.00	BENEFITS	80
L25.00	GENERAL	81
L25.01	MEDICAL PROCEDURES.....	81
L25.02	BOARD TO PROVIDE INSURANCE	82
L25.03	USE OF SERVICES	82
L26.00	TECHNOLOGICAL /METHODOLOGY CHANGE	82
L27.00	PERSONNEL FILE	82
L28.00	- EXPENSE REIMBURSEMENT	83
	ATTENDANCE AT COURSES/SEMINARS/CONFERENCES	83
L29.00	PAY ADMINISTRATION	83
L30.00	OCCUPATIONAL HEALTH AND SAFETY	83
L31.00	OMERS PENSION PLAN	84
L32.00	TEMPORARY EMPLOYEES	84
L33.00	PROFESSIONAL DEVELOPMENT	84
L34.00	TERM OF AGREEMENT	84
	SIGNATURES	85
	SCHEDULE A - RATES OF PAY.....	86
	LETTER OF AGREEMENT A: PROFESSIONAL ACTIVITY DAYS.....	87
	LETTER OF AGREEMENT B: TEMPORARY EMPLOYEE SENIORITY LIST.....	87
	LETTER OF AGREEMENT C: LAYOFF AND REDUNDANCY LANGUAGE REVIEW	87
	LETTER OF AGREEMENT D: VIOLENCE IN THE WORKPLACE	87
	LETTER OF UNDERSTANDING E: SUPERVISION	88

Alphabetical Listing of Key Terms & Article Numbers

TITLE	CENTRAL ARTICLE	LOCAL ARTICLE
Act of Nature	Letter #2	L20.07
Adoption Leave		L21.02
Amendment During Life of Agreement	C3.00	L34.00
Attendance at Mandatory Meetings	C9.00	
Benefits	C5.00, Letter #9	L24.00
Bereavement Leave		L20.07
Break Periods		L17.02, L17.03
Care Days	Letter #2	L20.07
Central Dispute Resolution	C4.00, Appendix A	
Central Labour Relations Committee	C7.00	
Copies of the Collective Agreement		L6.03
Critically Ill Child Care Leave	C12.1	
Definitions	C2.00	
Discipline		L14.00
Discrimination		L3.00
Early Childhood Educators Work Group (FDK)	Letter #12	
Education Worker Diverse and Inclusive Workforce Committee	Letter #6	
Experience Credit		Schedule A
Expense Reimbursement		L28.00
Family Medical Leave	C12.1	
Graduated Return to Work	C6.1 (g)	
Grid Placement and Increments		Schedule A
Grievance/Mediation/Arbitration Process	C4.00, Appendix A, Letter #10	L12.00 L13.00
Health and Safety	Letter #14	L30.00
Hours of Work		L17.00
Job Evaluation		L16.00
Job Postings		L15.00
Job Postings – Eligibility		L15.05(e)
Job Postings – Trial Periods		L15.06
Job Security	Letter #3	L11.00
Joint Committees		L5.00
Jury Duty		L20.07(a)
Lay-Off and Redundancy		L8.00 Letter C
Leaves of Absence (Long Term)		L20.06(c)
Leaves of Absence (Short Term)		L20.05
Length of Term/Notice to Bargain/Renewal	C3.00	
Lieu Time		L17.05
Long Term Disability	Letter #7	

TITLE	CENTRAL ARTICLE	LOCAL ARTICLE
Management Rights		L2.00
Medical Procedures		L25.01
Mileage		L28.01
Ministry/School Board Initiatives	Letter #13	
OMERS Pension Plan		L31.00
Paid Holidays		L18.00
Parental Leave		L21.02
Pay Equity		L16.00
Personnel File		L27.00
Pregnancy Leave	Letter #2	L21.01
Probationary Period		L7.01
Professional Activity Days/Professional Development	Letter #16	L33.00 Letter A
Proof of Illness	C6.1(h)	
Quarantine		L20.07(b)
Rates of Pay and Job Classification		Schedule A
Recall from Lay-Off		L9.00
Recognition		L1.00
Religious Holidays		L20.07(e)
Retirement		L22.00
Retirement Gratuities	Letter #2, Appendix B	
Scheduled Unpaid Leave Plan	Letter #5	
Self-Funded Leave		L20.08
Seniority		L7.00
Sick Leave	C6.00, Letter #8	
Specialized Job Classes	C14.00	
Strike or Lockout		L10.00
Structure and Organization of Collective Agreement	C1.00	
Supervision		Letter E
Technological/Methodology Change		L26.00
Temporary Employees	C10.00	Letter B
Union Dues Deductions		L4.02
Union Provincial Committees	C8.00	
Union Release Time/Leave		L6.06 L20.07(g)
Union Representation	C11.00	L7.00
Union Security and Membership		L4.00
Vacation Pay		L19.00
Violence Prevention	Letter #15	Letter D
Witness (Subpoena) Leave		L20.07(a)
WSIB	C6.01(f), Letter #2	L23.00

PART A: CENTRAL ARTICLES

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.

C2.0 DEFINITION

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, 2017 to August 31, 2019, inclusive.

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

(See also Local [Article L34.00](#) for Amendment During Life of Agreement)

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a) Dispute Resolution
A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled,

withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.

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

C4.6 Role of the Central Parties and Crown

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French

language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

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

C4.15 Voluntary Mediation

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

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, “Written Briefs”, “Will Say Statements” “Agreed Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2019 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.

(See also Central [Appendix A](#) for Central Dispute Resolution, See also Central [Appendix A](#), Central [Letter #10](#), Local [Article L12.00](#) and Local [Article L13.00](#) for Grievance/Mediation/Arbitration Process)

C5.00 BENEFITS

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

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

C5.1 Funding

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

C5.2 Cost Sharing

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

C5.3 Payment in Lieu of Benefits

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

(See also Central [Letter #9](#) and Local [Article L24.00](#) for Benefits)

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“**Casual Employees**” means,

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

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

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

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long Term Supply Assignments

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

be used to top-up from part-time to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

(See also Central [Letter #2](#) and Local [Article L23.00](#) for WSIB, See also Central [Letter #8](#), for Sick Leave)

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled

date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

C12.00 STATUTORY LEAVES OF ABSENCE/SEB

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

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

Supplemental Employment Benefits (SEB)

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

C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

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

Pursuant to b) above, the following will apply:

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

C14.00 SPECIALIZED JOB CLASSES

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

CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS

NOTICE OF CENTRAL DISPUTE

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

(See also Central [Article C4.0](#) for Central Dispute Resolution, See also Central [Letter #10](#), Local [Article L12.00](#) and Local [Article L13.00](#) for Grievance/Mediation/Arbitration Process)

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

(See also Central [Letter #2](#) for Retirement Gratuities)

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

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

Job Security as it Relates to Technological Change

Allowances

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

Re: Status Quo Central Items Requiring Amendment and Incorporation

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

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

- f) Employees not defined above have no entitlement to the benefits outlined in this article.

SHORT TERM PAID LEAVES

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

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-19 collective agreement.

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

WSIB TOP-UP

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-19 collective agreement.

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131

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

(See also Local [Article L20.07](#) for Act of Nature and Care Days, See also Central [Letter #7](#) for LTD, See also Local [Article L21.00](#) for Pregnancy Leave, See also Central Article C6.01(f) and Local [Article L23.00](#) for WSIB, See also Central [Appendix B](#) for Retirement Gratuities)

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, 2019.

(See also Local [Article L11.00](#) for Job Security)

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

Re: Professional Development

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

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

RE: Scheduled Unpaid Leave Plan

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

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

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017, 2017-2018 and 2018-2019 school years;

that will be made available for the purpose of the SULP.

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

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017, 2017-2018 and 2018-2019 school years, the days will be designated by June 15, of the preceding school year. All interested employees will be required to apply, in writing, for leave for the 2017-2018 and 2018-2019 school year by no later than September 30, of the respective school year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

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

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

This Letter of Understanding expires on August 30, 2019.

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. SCOPE

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

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

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

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

IV. MEMBERSHIP

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

V. CO-CHAIR SELECTION

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

VI. MEETINGS

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

VII. OTHER

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

Re: Long Term Disability (LTD) Plan Working Group

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

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

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

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

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

(See also Central [Letter #2](#) for LTD)

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

Re: Sick Leave

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

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

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

(See also Central [Article C6.0](#) for Sick Leave)

LETTER OF UNDERSTANDING #9
BETWEEN
The Ontario Public School Board Association
(hereinafter called 'OPSBA')
AND
The Ontario Catholic School Trustees Association
(hereinafter called 'OCSTA')
AND
L'Association des conseils scolaires des écoles publiques de l'Ontario
(hereinafter called 'ACEPO')
AND
L'Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called 'AFOCSC')
AND
The Canadian Union of Public Employees / Syndicat canadien de la fonction publique
(hereinafter called 'CUPE')
AND
The Crown

RE: Benefits

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

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

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

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-

union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements.

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on September 1, 2016.
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each

employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.

- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

- i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs.
The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.

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

5.0.0 SHARED SERVICES

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

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

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

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

7.0.0 ACCOUNTABILITY

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

8.0.0 TRANSITION COMMITTEE

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

9.0.0 PAYMENTS

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

10.0.0 ENROLMENT

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

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

12.0.0 CLAIMS SUPPORT

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

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

13.0.0 PRIVACY

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

(See also Central [Article C5.00](#) and Local [Article L24.00](#) for Benefits)

Appendix A: HRIS File

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2014 – August 31, 2019, as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn
John Stout
Paula Knopf
Mort Mitchnick
Brian Sheehan

French Language:

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

(See also Central [Article C4.0](#), Central [Appendix A](#), Local [Article L12.00](#) and Local [Article L13.00](#) for Grievance/Mediation/Arbitration Process)

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

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

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

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

LETTER OF UNDERSTANDING #13

BETWEEN

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

AND

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

AND

The Crown

Re: Ministry Initiatives

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

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

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

LETTER OF UNDERSTANDING #14

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

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

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

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

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

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

(See also Local [Article L30.00](#) for Health and Safety)

LETTER OF UNDERSTANDING #15

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

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

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

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

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

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

(See also Local [Letter D](#) for Violence Prevention)

LETTER OF UNDERSTANDING #16

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

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

(See also Local [Article L33.00](#) and Local [Letter A](#) for Professional Development)

PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its Employees covered by this Agreement through the Union, to secure prompt disposition of grievances, to secure the efficient operations of the Employer's business without interruption or interference with work to maintain the existing harmonious relations and to provide wages, hours, benefits and working conditions for the Employees. It is recognized by this Agreement to be the duty of the Employer, the Union and the Employees to cooperate fully, individually and collectively for the advancement of the said conditions.

PART B – LOCAL ARTICLES

L1.00 RECOGNITION

- L1.01** The Employer recognizes the Canadian Union of Public Employees and its Local 4222D as the sole and exclusive collective bargaining agent for:
- Early Childhood Educator, Care for Newcomer Children Lead (CNC Worker 2)
 - Care for Newcomer Children Worker (CNC Worker 1)
 - Facilitator, Parenting and Family Literacy Centre
 - Early Childhood Educator, Full Day Kindergarten

employed by the Thames Valley District School Board in Elgin, Middlesex and Oxford Counties and in the city of London, save and except, supervisors and persons above the rank of supervisor and any Employees already represented by a trade union.

- L1.02** The Employer recognizes the right of the Bargaining Unit to authorize CUPE or any CUPE advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent the Members in all matters pertaining to the negotiation and administration of the Agreement.

- L1.03** The Union recognizes the right of the Employer to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

L2.00 MANAGEMENT RIGHTS

- L2.01** The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire Employees and to discipline or discharge an Employee for just cause;
 - (c) make, enforce and alter from time to time rules and regulations to be observed by the Employees. When such rules and regulations are instituted or altered the Employer shall inform all the affected Employees.

- L2.02** The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of this Agreement and shall be subject to the right of the Employee and/or the Union to lodge a grievance as set forth herein.

L2.03 The Union shall be provided electronically a copy of all written policies and procedures that may impact on the Bargaining Unit. In addition, a copy will be made available electronically to all work sites.

L3.00 NO DISCRIMINATION

L3.01 The Board and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identity, gender expression, sexual orientation, age, marital status, family status, or disability as those terms are defined in the Ontario Human Rights Code and any other relevant legislation. Situations that arise will be dealt with in accordance with the appropriate board policy and/or the Ontario Human Rights Code.

L3.02 There shall be no discrimination against or intimidation of any Employee for reasons of Union membership or Union activity, or for the exercise of rights provided for in this Agreement.

L4.00 UNION SECURITY, MEMBERSHIP AND DUES

L4.01 Each Employee in the Bargaining Unit shall as a condition of employment, become and remain a member of the Union.

L4.02 On each pay, the Employer will deduct from the pay of each Employee who is covered by this Agreement, union dues as specified in writing by the Union. The Employer shall also deduct any initiation or assessment levies in accordance with the Union's written instructions. In all cases, the Union shall notify the Employer in writing at least thirty (30) calendar days in advance of any changes to the amount of Union dues or levies to be deducted.

L4.03 All dues so deducted shall be remitted to CUPE Local 4222, by electronic transfer when feasible, not later than the 10th of the month following the month in which such deductions are made together with a list of the names and hours worked of all Employees from whose pay the dues were so deducted (dues/levies/assessment/initiation fees), total regular wages for the period being remitted, the amount deducted, the Employee location and employment status. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an Employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

L4.04 The Union shall have the use of a bulletin board in the Employer's premises for the purposes of posting notices relating to the Union business or Employee matters.

L4.05 The Employer shall notify the Union in writing of all appointments, transfers, layoffs/redundancy, recalls and terminations concerning Employees covered by this Agreement.

L5.00 COMMITTEES

L5.01

The Employer recognizes the following committees of Employees for the respective purposes shown:

The Bargaining Committee: Consisting of not more than five (5) Employees for the purpose of negotiating this Agreement and its renewal. The Union may have three (3) additional delegates whose salary shall be paid for by the Union.

The Joint Health and Safety Committee: Consisting of up to eight (8) Employees representing all four (4) CUPE Bargaining Units and up to eight (8) Employer representatives shall be established. The Health and Safety Committee shall hold meetings as required by legislation or as determined by the joint committee for the purpose of considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The terms of reference shall be established by the Joint Health and Safety Committee and shall be reviewed from time to time as circumstances dictate.

Early and Safe Return to Work Committee: A joint committee consisting of not more than six (6) Employees representing all three (3) CUPE 4222 Bargaining Units and not more than eight (8) representatives of the Employer shall be established. The purpose of the committee will be to establish and implement an Early and Safe Return to Work Program and terms of reference to govern the committee. The program will provide fair and consistent practices for accommodating Employees who have been ill, injured or disabled, regardless of cause, to enable an early and safe return to work. The terms of reference for the committee will clarify the employment opportunities for these Employees, based upon the capabilities of the Employees and to establish jobs to which they may return or modify the worker's existing jobs or other jobs deemed fit to comply with their capabilities. The terms of reference shall be established by the Early and Safe Return to Work committee and shall be reviewed from time to time as circumstances dictate.

Redeployment Committee: In the event of reorganization or reduction resulting in the permanent redundancy of position(s) within the Bargaining Unit, the parties will discuss whether the situation warrants the establishment of a Redeployment Committee. Where it is decided that the establishment of a committee would be appropriate, such a committee shall be established not later than two (2) weeks after the notice of job elimination is given to the Union. The Committee shall consist of no more than three (3) representatives from each party. The mandate of the committee will be to identify potential alternatives to the position elimination, identify vacant positions or positions which may become vacant within a determined time period, identify retraining needs of affected Employees, and make recommendations to the Employer.

The Labour Management Committee: Shall consist of not more than five (5) representatives of the Employer and five (5) representatives of the Bargaining Unit. The committee shall meet to discuss any matters which are of concern to the Bargaining Unit or the Employer. The committee shall meet periodically at times mutually agreed upon.

L5.02

The Employer will pay each Employee who is on any of the committees in Article L5.01 at their regular rate of pay for all regularly scheduled straight time while attending meetings with the Employer. If a joint committee meeting is scheduled during a lay off period,

affected committee members will be recalled to attend the joint committee meeting and they shall be paid at their regular rate of pay.

- L5.03** A representative of the National Union and/or the President for the Local Union may attend meetings of any of the committees in Article L5.01. It is understood that they do not have any voting privileges where voting on issues is a requirement unless the President is an official committee member, in which case the President will then have voting privileges.

L6.00 UNION REPRESENTATION

- L6.01** With the prior consent of the Supervisor, Union Stewards shall be allowed to investigate or process grievances in accordance with Article L12 (Grievances) of this Collective Agreement without loss of pay. Employees shall not leave work on Union business without the prior consent of the Supervisor.
- L6.02** The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall post the Collective Agreement electronically within thirty (30) days of signing the Collective Agreement.
- L6.03** At the time of hiring, the Employer agrees to provide all new permanent Employees with a copy of the current Collective Agreement and any applicable Employer policies and brochures.
- L6.04** An Officer of the Union shall be given the opportunity to welcome each new Employee within regular working hours for the purpose of acquainting the new Employee with benefits, duties and responsibilities of Union membership.
- L6.05** With the prior permission of the Employer the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.
- L6.06** Subject to the Employer's right to maintain a qualified work force, leave of absence with pay and without loss of seniority shall be granted to not more than three (3) Employees per classification, per day to conduct Union business. Such time shall not exceed a total of one hundred and five (105) working days in one school year for all three (3) units of CUPE Local 4222. An additional twenty-five (25) working days per school year may be utilized at no cost to the Employer for participation in provincial union activities. Such leave shall be taken in blocks of not less than one half (½) day except for the equivalent of twenty (20) days (160 hours) which may be requested by the hour by CUPE 4222 Unit A Employees.

L7.00 SENIORITY

- L7.01** (a) Seniority is defined as length of continuous permanent service within the bargaining unit since an Employee's most recent date of hire.

- (b) An Employee coming into the Bargaining Unit shall be considered a probationary Employee until the Employee has completed eighty (80) working days (or such extensions as agreed by the Employer and the Union) after which the Employee's name shall be placed on the seniority list mentioned in Article L7.02 below and his/her seniority shall date back to the date the Employee entered the Bargaining Unit on a permanent basis. Probationary Employees are entitled to all rights and provisions of this Agreement unless otherwise specified.
- (c) Full-time and part-time Employees accumulate seniority as if they were full-time Employees.

L7.02 The Employer will prepare a seniority list of all the Employees in the Bargaining Unit by order of Seniority and indicating the name, position title, seniority date, work location/department and employment status. In case of equal seniority, the ranking will be established by lottery and witnessed by the Union. This ranking will be of a permanent nature.

L7.03 The Employer will update the seniority list and post copies of the revised list electronically on September 30th and March 31st of each year during the term of this Agreement. Any concerns with respect to the accuracy of the seniority list have to be submitted to [Human Resources](#) within twenty-one (21) calendar days of the posting otherwise the list shall be deemed to be accurate.

L7.04 The Union will be provided with a copy of the seniority list referred to in Article L7.02 electronically above as well as a current list of names, addresses and phone numbers of all Employees in the Bargaining Unit unless prevented by any applicable legislation.

L7.05 All seniority rights of an Employee shall cease and the Employee's employment shall be deemed to be terminated for the following reasons:

- (a) The Employee resigns.
- (b) The Employee is discharged and not reinstated through the Grievance or Arbitration procedures.
- (c) The Employee fails to return from leave of absence, or other approved absence, without notifying the Employer at least twenty-four (24) hours prior to the date of the expiry of the leave, provided such notification is reasonably possible.
- (d) The Employee is absent from work without permission for more than three (3) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the Employee's control.
- (e) The Employee fails to report for work after a lay-off within seven (7) calendar days after receiving notice of recall by registered mail to the last address of the Employee of which the Employer has record or on the recall date whichever is the later, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the Employee's control. An Employee is responsible for advising the Employer in writing of any address change while on lay-off.

- (f) The Employee is laid off for a period longer than thirty (30) consecutive months.
- (g) The Employee retires.

L7.06 An Employee who is absent from work due to illness, accident or approved leave of absence without pay, shall continue to accumulate seniority during the period of such absence for a period not exceeding thirty (30) consecutive months.

L7.07 Employees of the Bargaining Unit who accept a position within the Board outside of CUPE may return to the Bargaining Unit without loss of seniority for a period of twenty-four (24) months only. It is understood that there is no seniority accumulation for the period that they were outside of the Bargaining Unit.

L7.08 Employees that accept a position in other units of CUPE 4222 or 7575 and who at a later date return as a the result of a permanent vacancy left unfilled after completion of the posting process will, after successful completion of their probationary period, be credited with all seniority accrued within Local 4222D.

L7.09 No Employee shall be transferred outside the Bargaining Unit without their consent.

L8.00 LAYOFF/REDUNDANCY

- L8.01**
- (a) A redundancy occurs when a position in the Bargaining Unit is eliminated totally or the number of hours of work of a position are reduced.
 - (b) A layoff occurs when an Employee is removed from the payroll due to the fact that their seniority and/or qualifications do not allow them to fill any positions which may be available in the Bargaining Unit, or chooses not to exercise their bumping rights.

- L8.02**
- (a) Where there is a redundancy of a position, the affected Employee(s) may accept the redundancy or may use their seniority to displace the least senior Employee following order provided they have the skill, ability and qualifications to do the job:
 - (i) in the same location;
 - (ii) in the staffing zone (northwest, northeast, central, southwest, southeast);
 - (iii) Board wide.
 - (b) The resulting redundant Employee from Article L8.02 (a) above may use their seniority to displace the least senior Employee in the Bargaining Unit for which they have the skill, ability and qualifications to do the job in accordance with Article L8.03 below or accept a position with less hours or accept a lay off.

- L8.03**
- (a) An Employee shall not displace another employee with a higher rate of pay. An employee shall not displace another employee with more hours than their own unless the combination of rate of pay and hours does not result in higher gross pay.
 - (b) Notwithstanding Article L8.03 (a), in the event that there are no employees with equal hours or lower rate of pay the displaced employee may displace the least senior employee in the bargaining unit.

L8.04 Notwithstanding any other provisions in this Agreement, one (1) Employee who is an officer of CUPE Local 4222 and a member of the Bargaining Unit shall be the last to be laid-off from the Bargaining Unit.

(See also Local [Letter C](#) for Layoff and Redundancy)

L9.00 - RECALL FROM LAY-OFF

L9.01 Employees will be recalled from lay-off in reverse order of their lay-off provided they meet the skill, ability and qualifications of the job to be performed.

L9.02 Notice of recall from a lay-off other than Christmas Break, March Break, Summer Break or Intercession (alternate school year) Break, shall be by registered mail or Priority Post and Employees recalled will be allowed seven (7) calendar days from delivery of the notice to report for work. The recall notice will be sent to the last known address of the Employee which the Employer has on record. Employees are responsible for notifying the Employer in writing regarding changes in the Employee's mailing address.

L9.03 The Employee must within two (2) working days of receipt of such notice contact Human Resources and advise them of their intent to accept or decline the recall.

L9.04 An Employee who fails to report for work or fails to notify Human Resources per Articles L9.02 and L9.03 shall have their recall rights and employment terminated unless the Employee's failure to report can be proven to the satisfaction of the Employer, to be beyond the Employee's control.

L9.05 Employees recalled for work of a temporary nature may decline the recall without loss of seniority or recall rights. The Employer shall then contact the next laid-off Employee and offer the temporary assignment and so on down the list until all laid-off Employees from the Bargaining Unit have had the opportunity for the temporary assignment. It is understood as per Article L9.01 above that the Employees must have the skill, ability and qualifications to do the work in question in order to be recalled for temporary assignment.

L10.00 NO STRIKE OR LOCKOUT

L10.01 There shall be no strike or lockout during the term of this Agreement. The term strike or lockout shall be defined as in the Labor Relations Act.

L10.02 In the event of a labour dispute between the Employer and another Bargaining Unit the parties shall meet to discuss Employees' duties during the dispute.

L10.03 An Employee covered by this Agreement shall have the right to refuse to do the work of striking or locked out Employees who are members of this Union.

L11.00 JOB SECURITY

- L11.01** No Employee will be laid off or have a reduction in assignment as a direct result of the use of volunteers, apprenticeships, co-op students, tutoring programs, practicum students, workfare, or partnerships with community agencies.
- L11.02** No persons including students or government project Employees will be hired until Employees on lay-off have been given an opportunity to work through the recall procedure, provided each has the necessary skill, ability and the qualifications to do the work available.

(See also Central [Letter #3](#) for Job Security)

L12.00 GRIEVANCES

- L12.01**
- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be resolved as quickly as possible. The parties also agree that it is desirable to resolve differences amicably and informally if possible, and that Employees and Supervisors should try to do so before matters become formal grievances.
 - (b) All meetings at which grievances are processed shall be held in camera.
 - (c) Employees who are covered by the Agreement shall be required to follow the procedures laid down in this Article and any Employee who appeals directly to any Trustee or official of the Employer shall thereby forfeit all rights under this Article.
 - (d) A grievance shall be defined as any differences arising out of the interpretation, application, administration or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.
 - (e) It is understood the same person will not hear the grievance at more than one step of the grievance procedure.
 - (f) A copy of all grievance replies shall be forwarded to the Associate Director, Organizational Support Services or his/her designate, and the President and Chief Steward of the Union at all steps.
 - (g) Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur. The Parties will jointly, in equal shares, bear the expenses of the Mediator.
- L12.02**
- (a) In the event of a grievance by an Employee, the Employee shall take the matter up with the Employer within and not after ten (10) working days after the Employee became aware of the incident or circumstances giving rise to the grievance. The grievor is entitled to be present at all steps in the Grievance Procedure.
 - (b) A policy grievance or group grievance shall be taken up within and not after ten (10) working days of the Union/Employee(s) becoming aware of the incident or circumstances giving rise to the grievance. A grievance filed by a group of

Employees or a policy grievance of the Union shall be taken up at Step Two (2) of the Grievance Procedure.

- (c) A grievance concerning a layoff by reason of a redundancy in the work force may be taken up at Step Three (3) of the Grievance Procedure.
- (d) In the event an Employee is suspended as a disciplinary measure and the Employee considers that an injustice has been done, the matter may be taken up at Step Two (2) of the Grievance Procedure.
- (e) In the event an Employee is discharged as a disciplinary measure and the Employee considers that an injustice has been done, the matter may be taken up at Step Three (3) of the Grievance Procedure.

L12.03 The following procedure shall be adhered to in processing grievances, save as otherwise provided in this Article:

STEP 1 The Employee shall take the matter up with the Employee's immediate Supervisor. The Employee may, if desired be accompanied by a Union Steward. The immediate Supervisor shall have three (3) working days within which to reply in writing to the grievance.

STEP2 If the Step One (1) reply is not satisfactory to the Employee, the Steward or the Chief Steward/Deputy Chief Steward may, within and not after ten (10) working days of the receipt of the reply, advise the appropriate Department Manager/Principal or designate of their intent to proceed to Step 2. Should the Department Manager/principal not be available the grievance shall be heard by the Manager of Human Resources within ten (10) working days of the receipt of the notice and shall give his/her reply in writing within five (5) working days following the hearing. A grievance at Step Two (2) shall be in writing, shall contain a concise statement of the facts complained of, redress sought and be signed by the Employee and the Steward or Chief Steward.

STEP 3 If the Step Two (2) reply is not satisfactory, the Steward or Chief Steward/Deputy Chief Steward may within and not after ten (10) working days of the receipt of the reply (or if no decision is received within the time limits established in Step Two (2) submit the grievance to the Associate Director, Organizational Support Services or designate. Within ten (10) working days, the Associate Director, Organizational Support Services or designate shall hear the grievance and shall render a written decision within ten (10) working days following the hearing. The Union may within and not after ten (10) working days from the date of receipt of the reply, refer the grievance to Arbitration in accordance with the provisions of Article L13 (Arbitration).

L12.04 In the event there are more than one Step Three (3) grievances to be dealt with at the same time, a date shall be set to deal with them, that is mutually agreeable between the Union and the Employer. The time limits shall be extended if required to accommodate this date.

L12.05 A policy grievance of the Employer shall be in writing and may be initiated by the Associate Director, Organizational Support Services by sending the grievance to the President of the

Union by registered mail. If such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to arbitration.

L12.06 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

L12.07 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the Grievance or Arbitration Procedures.

(See also Central [Article C4.0](#), Central [Appendix A](#), Central [Letter #10](#) and Local [Article L13.00](#) for Grievance, Mediation, Arbitration Process)

L13.00 ARBITRATION

- L13.01**
- (a) Parties may agree to use mediation or arbitration.
 - (b) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after duly exhausting the Grievance Procedure established by the Agreement, notify the other party in writing of its desire to submit the difference or allegation to mediation/arbitration.
 - (c) The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its mediator or its appointee to the Arbitration Board.
 - (d) The two (2) appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within thirty (30) calendar days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
 - (e) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairperson governs.
 - (f) The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement; provided that failure to comply strictly with the provisions of this Article or the provisions of Article L12 (Grievances) shall not render a grievance void but the same may be amended or otherwise dealt with upon proper terms, in any manner which is just and equitable.

- (g) Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, the chairperson/arbitrator or mediator.
- (h) Parties may mutually agree to the use of a single arbitrator.

(See also Central [Article C4.0](#), Central [Appendix A](#), Central [Letter #10](#) and Local [Article L12.00](#) for Grievance, Mediation, Arbitration Process)

L14.00 DISCHARGE, SUSPENSION & DISCIPLINE

- L14.01** An Employee may be accompanied by a Steward, should the Employee so wish, at any meeting with the Employer at which disciplinary action may be imposed. Prior to the meeting, the supervisor shall notify the Employee of his/her rights to have a Union representative at the meeting. Should the Employee refuse Union representation at the meeting, he/she shall sign a statement to that effect.
- L14.02** The Union recognizes that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Employees.

L15.00 JOB VACANCIES

- L15.01**
 - (a) Whenever a permanent vacancy in any position covered by this Agreement occurs and the Employer proposes to fill such vacancy, the Employer shall post a notice of vacancy and/or new classification electronically within ten (10) working days for a period of seven (7) working days from the date of posting. In this Article, the expression "permanent vacancy" means a vacancy caused by such events as permanent transfer, promotion, resignation, retirement, restructuring, death or discharge and which is indefinite or long-lasting in nature and does not include a vacancy caused by approved or authorized absence from work of less than twelve (12) months.
 - (b) The notice will contain the location of the permanent vacancy, the classification, the rate of pay, the qualifications required, hours of work and the effective date of the appointment.
- L15.02** Notwithstanding the provisions in this Article, when a job classification in a specific location is changed from part-time to full-time, part-time Employee(s) in that job classification in that location will be offered the full-time position by order of seniority.
- L15.03** Notwithstanding the provisions in this Article, the parties agree that an Employee covered by this Agreement who is no longer able to perform the regular duties of their position due to physical limitations supported by medical documentation shall be given preference to vacant positions as determined by the parties.
- L15.04** An Employee who wishes to apply for any posted vacancy shall make application electronically during the period of seven (7) working days. It shall be the responsibility of the applicant to ensure the application was submitted successfully by using the electronic confirmation process.

- L15.05**
- (a) The five (5) most senior applicants regardless of their employment status (Full-time Equivalent) for each position who have the required qualifications or have been deemed to be qualified will be interviewed.
 - (b) The interview team will determine the criteria for the interview. The criteria will be reviewed with the Union prior to the interviews. Interview questions will be the same for all candidates.
 - (c) The candidate with the highest interview score will be selected for the position unless there is less than a ten percent (10%) difference between the highest score and that of a candidate with more seniority in which case the Employee with more seniority will be selected for the position.
 - (d) Once this process is completed, all interviewed Employees shall be advised whether they were successful or not.
 - (e) Employees will only be eligible for transfer once during a school year. A new Employee to the Bargaining Unit shall not be entitled to apply for a posted vacancy during the current school year.
- L15.06**
- (a) Successful applicants shall be placed in their position and shall be subject to the following trial periods:
 - (i) thirty (30) working days if the applicant has posted to a position within the same classification; or
 - (ii) sixty (60) working days if the applicant has posted to a position within a different classification.
 - (b) If the applicant proves satisfactory in the new position, the applicant shall be confirmed in writing. The trial period may be extended by mutual consent of the Employer and the Union.
 - (c) If the Employee proves unsatisfactory to the Employer during the trial period, or if the Employee is unable to perform the duties or if the Employee finds the position unsuitable in the case of a new classification, the Employee will be returned to the Employee's former position.
 - (d) If an applicant is returned to the applicant's former position or some other position, the Employer will offer the position to the next qualified, interviewed Employee and should the Employer place any such Employee in the vacant position, paragraph (a) of this Article shall apply.
- L15.07**
- Notwithstanding Article L15.01 (a) the job posting process will apply to the initial vacancy and the next resulting subsequent vacancy only. Employees will be requested to indicate their interest to subsequent vacancies which will be filled in accordance with Article L15.05, from those Employees who have so indicated an interest. The Employer shall not be required to post any other subsequent vacancies resulting from the original posting.
- L15.08**
- Notwithstanding Article L15.01 (a), should there be a redundancy declared while there is a permanent vacancy in the same job classification, the Employee declared redundant will be offered the vacant position thus eliminating the posting process as long as the Employee

has all the necessary skills, ability and qualifications to do the job. In the case where a number of vacancies exist within the same job classification the most senior Employee affected will be offered a choice. The Employee may elect to be laid off in lieu of acceptance of the offered vacant position(s).

If the Employee is placed in a vacancy under this Article the provisions of Article L15.05 (e) will be waived allowing the Employee to apply for an additional posted vacancy during the current school year.

L16.00 JOB EVALUATION AND PAY EQUITY MAINTENANCE

L16.01 Job Evaluation

The Parties agree that the job evaluation process will be maintained according to the *current signed Terms of Reference for Job Evaluation*, which contains a procedure for classifying new positions created by the Employer and reclassifying or reviewing existing positions.

L16.02 The parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement but are intended solely for the guidance of the parties. Such job descriptions and all subsequent updates shall be provided to the Union within sixty (60) days of completion.

L16.03 Pay Equity Maintenance

Further to the Collective Agreement of the parties dated 2000 August 29 the Parties agree that Pay Equity has been achieved and will be maintained in accordance with Section 7(1) of the *Pay Equity Act*.

L17.00 HOURS OF WORK

L17.01 Employees may be assigned up to eight (8) hours of work per day, forty (40) hours per week, Monday to Friday, subject to a one-half (½) hour uninterrupted unpaid meal period. In the event that an Employee accepts an assignment that will result in daily hours of work that are greater than eight (8) hours, but to a maximum of twelve(12) hours, then such greater hours of work shall be considered the Employee's regular work day. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day or days of work per week or for any period whatsoever, nor a guarantee of working schedules. All daily working hours within a single assignment shall be consecutive hours.

L17.02 Employees scheduled to work more than five (5) continuous hours per day are entitled to a half (½) hour unpaid meal break.

L17.03 Employees are entitled to a paid fifteen (15) minute rest period for each half (½) of a day worked provided the rest period is taken on-site.

L17.04 When filling a temporary position during a regularly scheduled lay-off, Christmas, March break, summer break and/or intercession periods in schools which are on an alternate school year calendar, priority will be given to the Employee in that position. Only Employees who have previously given notice to Human Resources that they are interested in temporary work during their lay-off and who have the required skill, ability and qualifications to do the work available will be offered the assignment. An Employee who is

placed in a position within their current job classification shall continue to receive their current rate of pay.

- L17.05** When employees are required to return to work or stay at work past their normal hours of work, they will request approval from their immediate Supervisor in advance. Time off with pay equal to time worked may be granted by the Supervisor and will be documented. It is understood that the Employer has the right to maintain a qualified work force and therefore such time off, if granted, will be taken at a mutually agreeable time. Such time off may not be accumulated beyond the end of the school year.

L18.00 PAID HOLIDAYS

- L18.01** For Permanent Employees, the following specified days, shall be [recognized as holidays](#) and paid at regular rates based upon the number of scheduled hours for the Employee on that day of the week subject to the *Employment Standards Act*:

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

or days observed in lieu of any such holiday and any other day proclaimed by the Federal, Provincial or Municipal governments as a statutory holiday.

- L18.02** In order to qualify for holiday pay, an Employee must work their full scheduled day immediately preceding and immediately following the holiday concerned and works on such holiday if scheduled to work, unless excused by the Employer.
- L18.03** When any of the holidays noted in Article L18.01 fall on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay or an additional day's pay after consultation with all Employee groups.
- L18.04** Effective 2009 January 02, Christmas Day, Boxing Day, New Year's Day, Canada Day and Labour Day shall be observed and paid during the first week of Christmas break.

L19.00 VACATION PAY

- L19.01** Employees shall be paid vacation pay in lieu of vacation and it shall be paid bi-weekly at 4% of earnings.

L20.00 LEAVE OF ABSENCE

- L20.01** Except as provided in this Article, whenever an Employee applies for a leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any on which it is granted (which terms shall not conflict with any provisions of the Agreement).

L20.02 An Employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.

L20.03 When an Employee is on an unpaid leave of absence under Article L20 (Leave of Absence) which lasts for longer than two (2) weeks, the Employee shall pay 100% of the premiums to the Employer to continue Employee benefits under Article L24 (Benefits).

L20.04 Excluding lay-off during the Christmas and Winter Breaks as well as the intercession periods in schools which are on the Alternate School Year Calendar, a full-time Employee who is on lay-off or leave of absence without pay in excess of two (2) consecutive weeks in any calendar year shall not earn and accumulate sick leave credits and vacation during such time.

L20.05 Short Term Leave Without Pay

The [Employer](#) may grant a short term leave of absence without pay to an Employee for good and sufficient reason, if, in the opinion of the Employer, the Employee's absence will not conflict with its efficient operations. Such leave will not be unreasonably denied.

L20.06 (a) Union Office

The Associate Director, Organizational Support Services or designate may grant a leave of absence to an Employee requiring full-time duty at the provincial and/or national level, provided that the Union reimburses the Board for the cost of the Employee's benefits. Such requests shall not be unreasonably denied. The Employee shall continue to accumulate seniority during the period of leave.

Notwithstanding Article L15.01 (a), a vacancy created due to a leave of absence under this Article will not be posted unless the leave of absence exceeds twenty-four (24) months.

(b) Public Office

The Associate Director, Organizational Support Services or [designate](#) shall grant a leave of absence to an Employee who is elected to public office for a period of one (1) elected term of office without the loss of seniority. The leave may be renewed for one (1) additional term.

(c) Long Term Personal Leave

The Associate Director, Organizational Support Services or designate may grant a leave of absence of up to one (1) year with the Employee's Supervisor's approval upon [written request](#) under the following:

- (i) the Employee's absence will not conflict with its efficient operations;
- (ii) the request must be received at least three (3) months prior to the leave, except in cases of exceptional circumstances as determined by the Employer;
- (iii) the leave is not for the purpose of working outside of the Board; except when the purpose of the leave is for working for a professional college.

- (iv) the leave shall be without pay or sick leave and time of leave shall not count for calculation of vacation and/or salary increments where applicable;
 - (v) the Employee may continue participation in all benefit plans by paying 100% of the premium cost unless covered by another policy acceptable by the Board's Insurance company;
 - (vi) the Employee may request an extension of up to a maximum of one (1) additional twelve (12) month period. Any such request shall be made no later than three (3) months prior to the expiration of the leave;
 - (vii) the Employee shall continue to accrue seniority for up to twenty-four (24) months.
- (d) The Associate Director, Organizational Support Services or designate may grant a leave of absence to an Employee to complete a trial or probationary period within the Board but outside of the Bargaining Unit.

L20.07 Leave of Absence with Pay

Special leave without a deduction from salary shall be available to Employees for the circumstances and under the conditions outlined hereunder. Leaves under Article L20.07 require advance approval of the Supervisor, unless otherwise indicated.

(a) **Jury Duty and Court Witness**

An Employee who is summoned to serve as a juror or is required by Writ or Subpoena to appear in court as a witness (not on the Employee's behalf) will be paid the Employee's regular pay for the day required to be in court, provided the [Employee presents to the Employer](#) the process which required the Employee's presence in court and pays over to the Employer the amount received as such juror or witness (less travel and living expense).

(b) **Quarantine**

Leave shall be granted when an Employee is absent from work because of exposure to a common case disease, or the Employee is quarantined or otherwise prevented from working by order of the medical health authorities.

(c) **Site Closure Due to Weather Conditions**

When a school/job location is closed by the Employer due to climatic conditions, an Employee shall be paid for the equivalent of the assigned day(s) or fraction thereof, provided an Employee is scheduled to work on such a day.

(d) **Bereavement Leave**

Up to three (3) days in the case of the death of a member of the immediate family. When used herein, immediate family shall include parents, siblings, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent.

Notwithstanding the above, the leave may be extended by a maximum of two (2) days subject to the approval of the Associate Director, Organizational Support Services or [designate](#).

(e) **Religious Holidays**

[Leave](#) for religious holidays in accordance with [Board Policy](#).

- (f) Leave will be granted under Article L20.07 (f) up to a maximum of five (5) days as of September 1 each year. Days available will be prorated based upon the work week. Any changes after September 1 in the assigned hours shall result in a pro-rata adjustment in the credited days. Credited days may not be carried beyond August 31st in any given year.

(i) **Act of Nature**

To a maximum of three (3) days, an Employee who is unavoidably absent due to a local act of nature over which no one has control.

(ii) **Care Day**

When an Employee is the only member of his/her family available to care for the needs of his/her immediate family due to a sudden illness or accident. For purposes of this Article, immediate family will be partner, child or parent.

L20.07

(g) **Local Union Office**

At the request of the Union, the Associate Director, Organizational Support Services or designate shall grant full-time release to the President of CUPE 4222.

At the request of the Union, the Associate Director, Organizational Support Services or designate shall grant full-time release to a maximum of three (3) full-time equivalency (FTE) for CUPE 4222 Employees as named by the Union.

Leave of absence shall not be unreasonably denied and shall be granted as per the following conditions:

- (i) The Union will reimburse the Board on a monthly basis the salary and the full benefit costs. Any sick leave taken shall be deducted from the Employee's sick leave; therefore, the Union shall not be responsible for reimbursement or payment of sick leave.
- (ii) The Employee shall be treated for all purposes, including but not limited to the payment of salary, benefits, seniority and sick leave as if working at their normal assignment.
- (iii) Notwithstanding Article L15.01 (a), vacancy created due to a leave of absence for the Local President under this Article will not be posted unless the leave of absence exceeds twenty-four (24) months.

(See also Central [Letter #2](#) for Short Term Paid Leaves)

L20.08

SELF-FUNDED LEAVE PLAN

- (a) The Self-Funded Leave Plan shall afford an Employee the opportunity to enter into an agreement with the Board to take a one year Self-Funded Leave. During the leave term the Employee shall agree to be paid at:

(i)	5/6 leave plan	83% of salary
(ii)	4/5 leave plan	80% of salary
(iii)	3/4 leave plan	75% of salary
(iv)	2/3 leave plan	67% of salary

normally paid under the current Collective Agreement in each of these years.

Under the following alternatives:

(i)	5/6 leave plan	17% of salary
(ii)	4/5 leave plan	20% of salary
(iii)	3/4 leave plan	25% of salary
(iv)	2/3 leave plan	33% of salary

shall be withdrawn by the Board in each of the years leading up to the Self-Funded Leave year. The amounts withdrawn shall be invested by the Board. The amount withdrawn plus accrued interest shall be paid to the Employee during the year of leave.

- (b) During all years that the individual Employee is participating in the Self-Funded Leave Plan, all Employee benefits shall be maintained at a level as if the Employee was being paid at 100% of salary. Premium costs during the Self-Funded Leave will be paid in full by the Employee. During the Self-Funded Leave year, the Board shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the Employee's behalf.
- (c) The Board assumes no responsibility for any consequences arising out of the implementation of the Plan related to its effect on the Pension Plan provision, income tax implications, Employment Insurance and the Canada Pension Plan.

Qualifications and Application

- (d) To be eligible for a Self-Funded Leave, an Employee must have at least three (3) years of continuous employment with the Thames Valley District School Board.
- (e) Applications for a Self-Funded Leave shall be made to the principal/supervisor who shall forward to the [Manager of Human Resources](#) six months prior to the start of the elected Plan.
- (f) The application form shall set out the period in which the Plan is to be effected and the time period in which the Employee requests the leave position.
- (g) Applications shall be considered by the Human Resources Department.
- (h) It is understood that the granting of the Self-Funded Leave to an Employee is the sole responsibility of the Board and such a leave will only be granted on the basis that:

- (i) there will be no financial impositions to the Board;
 - (ii) it will not create additional work for other Employees;
 - (iii) the Employee can be replaced by a casual with no resulting training costs to the Board;
 - (iv) there will be no reduction of service to the students, staff or the community;
 - (v) all or part of the position may be kept vacant for the duration of the leave;
 - (vi) the Employee must return to work for the Board or with an Employer that participates in the same or similar arrangement upon completion of the leave for a period of time not less than the duration of the Leave of Absence (as stipulated by Canada Customs and Revenue Agency).
- (i) Written acceptance or denial of the Employee's request will be forwarded to the Employee at least four (4) months prior to the commencement of the plan.

Conditions and Terms of Reference

- (j) On return from leave, an Employee shall be assigned to his/her former position and location except in the case of:
- (i) An accepted promotion.
 - (ii) A requested and accepted transfer.
 - (iii) The elimination of the position held when the leave was granted. In the event that the position no longer exists or the Employee has been displaced, the Employee will be governed by the applicable provisions of the Collective Agreement as it pertains to redundancies.
 - (iv) An Employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one year leave not been taken, including credit for one year's seniority.
 - (v) During the year of leave, the Employee participating in the Plan shall not accumulate sick leave nor shall be eligible for sick leave until the completion of the leave.
 - (vi) It is understood that OMERS will treat the year of leave as Broken Service, which the Employee could purchase at double contributions on 100% of annual salary (i.e. by paying both his/her contributions and the Employer's contributions for that year).
 - (vii) During the working years, Employee contributions to OMERS are based on the Employee's full salary.
 - (viii) For Employees contributing into the Teachers' Pension Plan, superannuation deductions are to be continued as provided by the Teachers' Superannuation Act and according to the policies of the

Teachers' Pension Plan Board during all years that the Employee is participating and including the year of leave.

- (ix) An Employee may withdraw from the Plan any time prior to taking the Self-Funded leave of absence provided that the Employee has applied to the Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest owed less a one hundred dollars (\$100) cancellation administrative fee shall be repaid to the Employee within sixty (60) days of the notification of the Employee's desire to leave the Plan.
- (x) Should an Employee die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment, shall be paid to the Employee's estate.
- (xi) Every Employee who wishes to take part and who is accepted in the Self-Funded Leave Plan shall enter into a memorandum of agreement which sets out the terms and conditions of the Self-Funded Leave.
- (xii) Income tax shall be deducted on the actual amounts received by the Employee during each of the years of the Plan, subject to the income tax regulations in effect at that time.
- (xiii) Canada Customs and Revenue Agency stipulates that the Employee receive no salary from his/her Employer during the leave other than payment of the deferred salary and the statutory benefits that the Employer would normally pay to or on behalf of the Employee.
- (xiv) Canada Customs and Revenue Agency stipulates that the Leave of Absence, may, with the consent of the Board given not less than six months prior to the scheduled date, be postponed for one year only. Under no circumstances shall such delay or deferral exceed one school year and the participant must take his/her leave at the end of such time or withdraw from the plan at that time. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.

(See also Central [Article C6.0](#) and Central [Letter #8](#) for Sick Leave)

L21.00 PREGNANCY/PARENTAL/ADOPTION LEAVES

Employees shall be granted pregnancy/parental/adoption leaves in accordance with the *Ontario Employment Standards Act* as amended from time to time.

L21.01 Pregnancy Leave

- (a) The Employer shall grant to a pregnant Employee, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Employee requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth up to and including the employee's due

date. (For mutually agreed to extensions of related leaves see Article L21.02 Pregnancy/Parental/Adoption Leave).

- (b) Requests for Pregnancy Leave shall be made in writing on the application for Pregnancy/Adoption/Parental Leave Form (for [Permanent](#) Support Staff, for [Temporary](#) Support Staff) and submitted to the Associate Director, Organizational Support Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- (c) The written request for a Pregnancy Leave shall contain:
 - (i) the start date of the Pregnancy Leave; and
 - (ii) the end date of the Pregnancy Leave.
- (d) The Employer may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.
- (e) A Pregnancy Leave shall be without pay.
- (f) Provided that such alteration does not contravene the provisions of the Act, an Employee may alter the requested date of a Pregnancy Leave:
 - (i) to an earlier date if the Employee gives the Associate Director, Organizational Support Services or designate at least two (2) weeks [written notice](#) before the earlier start date; or
 - (ii) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Employee provides the Associate Director, Organizational Support Services or designate with [written notice](#) and medical certification within two (2) weeks after the Employee starts the leave; or
 - (iii) to a later date if the Employee gives the Associate Director, Organizational Support Services or designate at least two (2) weeks [written notice](#) before the leave was to begin.
- (g) An Employee may alter the requested termination of Pregnancy Leave:
 - (i) to an earlier date if the Employee gives the Associate Director, Organizational Support Services or designate at least four (4) weeks [written notice](#) before the earlier termination date; or
 - (ii) to a later date if the Employee gives the Associate Director, Organizational Support Services or designate at least four (4) weeks [written notice](#) before the leave was to end and the later date does not contravene the provisions of the Employment Standards Act.
- (h) An Employee returning from Pregnancy Leave shall return to the position most recently held, unless the Employee would otherwise have been declared surplus or redundant to the system in which case the provisions of Article L8 (Layoff/Redundancy) shall apply.
- (i) Seniority shall continue to accrue for the period of the Pregnancy Leave or any extension of Parental Leave up to a period of twenty-four (24) months.

L21.02

Parental/Adoption Leave

- (a) The Employer shall grant to an Employee who becomes a parent, provided the Employee has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental/Adoption Leave of thirty-five (35) or thirty-seven (37) weeks or such shorter leave as the Employee requests.
- (b) A birth mother requesting a Parental Leave must commence the leave on the date following the conclusion of her Pregnancy Leave. In the case of adoption, the leave may commence anytime within the fifty-two (52) week period following the child coming into the custody, care and control of a parent for the first time.
- (c) The other parent requesting a Parental/Adoption Leave may commence that leave anytime within the fifty-two (52) week period following the actual date of birth, or the fifty-two (52) week period following the child coming into the custody, care and control of a parent for the first time. The term "other parent" includes the other birth parent and a person who is in a relationship of some permanence with a parent of the child who intends to treat the child as his or her own.
- (d) Requests for Parental/Adoption Leave shall be made in writing on the Application for Pregnancy/Adoption/Parental Leave Form (for [Permanent](#) Support Staff, for [Temporary](#) Support Staff) and submitted to the Associate Director, Organizational Support Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- (e) The written request for a Parental/Adoption Leave shall contain;
 - (i) the commencement date of the leave;
 - (ii) the termination date of the leave; and
 - (iii) the date or expected date of birth of the child or in the case of adoption, the date or expected date of the child coming into the custody, care and control of the parent for the first time.
- (f) A Parental/Adoption Leave shall be without pay.
- (g) Provided that such alteration does not contravene the provisions of the Act, an Employee may alter the requested date of a Parental/Adoption Leave:
 - (i) to an earlier date if the Employee gives the Associate Director, Organizational Support Services or designate at least two (2) weeks [written notice](#) before the earlier start date; or
 - (ii) to an earlier date if the child comes into custody, care and control of parent for the first time sooner than the expected date and the Employee provides the Associate Director, Organizational Support Services or designate with [written notice](#) and medical certification within two (2) weeks after the Employee starts the leave; or

- (iii) to a later date if the Employee gives the Associate Director, Organizational Support Services or designate at least two (2) weeks [written notice](#) before the leave was to begin.
- (h) An Employee may alter the requested termination of Parental/Adoption Leave:
 - (i) to an earlier date if the Employee gives the Associate Director, Organizational Support Services or designate at least four (4) weeks [written notice](#) before the leave was to end and the earlier date does not contravene the provisions of the Employment Standards Act; or
 - (ii) to a later date if the Employee gives the Associate Director, Organizational Support Services or designate at least four (4) weeks [written notice](#) before the leave was to end and the later date does not contravene the provisions of the Employment Standards Act.
- (i) An Employee returning from Parental/Adoption Leave shall return to the position most recently held, unless the Employee would otherwise have been declared surplus or redundant to the system in which case the provisions of Article L8 (Layoff/Redundancy) shall apply.
- (j) Extended leaves may be [requested in writing](#) by Employees who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory thirty-five (35) or thirty-seven (37) week Parental/Adoption Leave period and may be granted by the Associate Director, Organizational Support Services or designate on the basis of the mutual consent of the Employee and the Employer but shall not exceed one (1) year.
- (k) Seniority shall continue to accrue for the period of the Parental/Adoption Leave or any extension of Parental Leave up to a period of twenty-four (24) months.

L21.03 Return from Leaves

An Employee returning from a leave of absence (twelve (12) months or fewer) shall return to his/her former position and location he/she held at that time of the leave of absence unless, he/she has been laid off or displaced in accordance with the provisions of the Collective Agreement.

(See also Central [Letter #2](#) for Pregnancy Leave)

L22.00 RETIREMENT

L22.01 Pre-retirement assistance will be made available to all retiring Bargaining Unit Members.

L23.00 WORKERS' SAFETY AND INSURANCE BOARD BENEFIT

L23.01 The Board will provide WSIB benefits in accordance with WSIB legislation.

L23.02 During the period of time that an Employee is in receipt of W.S.I.B benefits the Employee shall be governed by the terms of the collective agreement and applicable legislations as it applies to seniority, vacation, sick leave, benefits and pension.

L23.03 Employees shall be released from work without loss of wages or benefits in order to attend their WSIB appeal hearing and/or tribunal.

(See also Central [Article C6.01\(f\)](#) and Central [Letter #2](#) for WSIB)

L24.00 BENEFITS

L24.01 Upon completion of his/her probationary period, a permanent Employee working less than seventeen and one half (17.5) hours per week shall receive \$0.45 per hour in lieu of benefits.

L24.02 (a) Subject to the availability through an insurance carrier of the group insurance plans specified below, common benefit plans for all eligible Employees of the bargaining unit [shall be provided](#). The Plans shall be comprised of the following components:

(i) Health Plan: as per Appendix B (Benefits).

(ii) Dental Plan: as per Appendix B (Benefits).

(iii) Life Insurance Plan: including basic group life, dependent life and optional Employee life.

(iv) Employee Assistance Plan (EAP).

(b) Employees are eligible to participate in the benefit plans once they have completed three (3) calendar months of employment in a permanent position, provided they are not on indefinite lay-off.

L24.03 (a) The Employer will pay on behalf of each eligible full-time Employee one hundred percent (100%) of the premium for health and dental plans for periods of active employment.

(b) Employees will pay one hundred percent (100%) of the Life Insurance plans.

(c) Prepayment of premiums for July and August will be deducted over the term of the school year.

(d) Participation in the Basic Life Insurance, Health and Dental Plans is a condition of employment for all full-time Employees. Full-time Employees may decline participation in the Health and Dental Plans provided proof of coverage by a spouse's plan is submitted.

L24.04 Eligible part-time Employees regularly scheduled to work at least seventeen and one half (17.5) hours but less than twenty-five (25) hours per week will be eligible to participate in the Benefit Plans in L24.01 (a) (i), (ii), (iii) and (iv) above. The Employer's contribution to the Health & Dental Plans shall be pro-rated in accordance with the Employee's FTE.

- L24.05**
- (a) Basic Group Life Insurance equal to two and one half (2½) times the Employees annual salary to a maximum insurance coverage of \$120,000 is mandatory for all Employees.
 - (b) Optional Employee Life Insurance is available in an amount equal to one (1) times the Employees annual salary for all Employees.
 - (c) Dependent Group Life Insurance is also available to all Employees as follows:

Spouse	\$25,000
Dependent children	\$10,000 for each dependent child.
 - (d) All the above mentioned plans will be administered by the Employer with full premium costs of the plan and administration costs being paid by the Employees.
- L24.06** The Insurance Plans as outlined in this Article shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the Employee and the insurer concerned, but the Employer will use its best efforts to adjust and settle such dispute.
- L24.07** A copy of the master policy or policies of the benefit plans as set out in this Article shall be provided to the Bargaining Unit Executive.
- L24.08** Subject to eligibility requirements and the provisions of any legislation, an Employee on any leave of absence without pay may continue participation in the benefit plans while on leave and shall be responsible for paying 100% of the premium costs.
- L24.09** Surviving dependents, as defined in the policy, of a deceased Employee shall be entitled to have existing health and dental coverage continue at the surviving dependent's cost for a period of up to one (1) year after the death of the Employee.
- L24.10** An Employee who retires to an unreduced pension or to a reduced pension shall have the option of enrolling in a Thames Valley District School Board retirement benefit plan, for each of Extended Health, Dental, and Basic Group Life Insurance provided the Employee was enrolled in the benefit plans on the date immediately prior to retirement, to age sixty-five (65) by making full premium payments monthly in advance through the Board.
- L24.11** Subject to federal guidelines, eligibility and the direction of CUPE 4222D, the Employer will distribute the employment insurance rebate to Employees on each pay.

(See also [Central Article C5.0](#) and Central [Letter #9](#) for Benefits)

L25.00 GENERAL

L25.01 Medical Procedures

The Employer shall not require any Employee to administer medication or perform any medical or physical procedure that might in any way endanger the safety of the child or subject the Employee to the risk of injury or liability for negligence without proper training and procedure in place.

L25.02 Board to Provide Insurance

The Board shall provide adequate insurance protection against risk arising in the course of employment that may involve pecuniary loss or liability on the part of Employees covered by the Agreement.

L25.03 Use of Services

The Union shall have the use of the Employer's internal courier service for communicating with the Employer. Use of the Employer's e-mail system to communicate with Bargaining Unit Employees requires the prior approval of the Associate Director, Organizational Support Services or designate in every instance.

L25.04 The Union shall have the use of a bulletin Board in the Employer's premises for the purposes of posting notices relating to the Union business or Employee matters.

L26.00 TECHNOLOGICAL /METHODOLOGY CHANGE

L26.01 The Employer agrees to provide appropriate training where it is demonstrated that an Employee, whose position is affected by technological/methodology changes, may be able to retain their position with such training. The training period shall not exceed ninety (90) consecutive calendar days. During such training period, the Employee shall continue to be paid at their regular rate of pay and regular hours of work.

L26.02 An Employee who is displaced from their job as a result of technological/methodology change shall exercise their rights under Article L8 (Layoff/Redundancy).

L27.00 PERSONNEL FILE

L27.01 In compliance with all relevant sections of the Municipal Freedom of Information and Protection of Privacy legislation, an Employee shall be entitled upon request to view the Employee's personnel file and request copies, removal or amendment of materials in the file. The Employer shall respond to such requests within a reasonable time.

L27.02 The Board shall keep any medical information in separate files which may only be accessed by appropriate health care professionals and Board/Union representatives involved in matters where medical information is relevant and signed authorization has been provided. An Employee shall have the right at any time to have access to and have copies of their medical file by making an appointment through the appropriate Board Representative and completing the required form. The Employee shall be entitled to Union Representation if requested when viewing said file.

L27.03 In the event that a period of twenty-four (24) calendar months of active employment has elapsed since a derogatory notation was issued to an Employee, such derogatory notation shall be removed from the Employee's personnel record. The Associate Director, Organizational Support Services or designate may determine at the time of issuance that documents relevant to the discipline of any Employee for serious misconduct related to the Employee's relationship with children may be maintained in the Employee's personnel file for thirty-six (36) months.

L28.00 - EXPENSE REIMBURSEMENT

- L28.01** (a) Employees required and authorized by the Employer to use a personal automobile in the performance of their normal duties shall be [compensated for mileage](#) traveled in accordance with the [Board Policy](#), which may be changed from time to time.
- (b) Employees do not receive mileage reimbursement for attendance at Professional Development Activities scheduled on Professional Development days.

Attendance at Courses/Seminars/Conferences

L28.02 Where an Employee is specifically required by the Employer to undertake any course of instruction, or attend any seminar or conference outside the Employees place of work, reimbursement for expenses shall be paid by the Employer at the rates established for Employees in its Policies and Procedures.

L28.03 The Employer agrees to reimbursement to permanent Employees for the amount of tuition or part thereof for any course of instruction undertaken and successfully completed by the Employee, subject to the following conditions:

- (a) Availability of funds.
- (b) The Employee must submit the content of the course to the Employers and receive the Employer's approval thereto prior to the commencement of the course.
- (c) The subject matter of the course must be such as to improve the capability of the Employee and for the betterment of the Employer.

L29.00 PAY ADMINISTRATION

L29.01 Rates of pay and job classifications shall be as set forth in [Schedule A](#) to this Agreement.

L29.02 The Employer shall pay salaries and wages bi-weekly on Fridays except where the pay date falls on a paid holiday, in which case the pay date will be the last banking day preceding that paid holiday. It is recognized that overtime or other non-standard payments will be included in a subsequent deposit. On or before each payday each Employee shall be provided electronically with an itemized statement of salary (wages) and deductions.

L29.03 Each Employee's salary or wages shall be deposited in a financial institution designated by the Employee. An Employee may change the designated financial institution by providing the board with [notice in writing](#) at least thirty (30) calendar days in advance of the effective date of the change.

L29.04 Employees shall receive their T4s and T4As electronically through their Employee Portal.

L30.00 OCCUPATIONAL HEALTH AND SAFETY

L30.01 The Board, the Union and its members shall comply with the provisions of the Occupational Health and Safety Act and Regulations, as they may be amended from time to time.

(See also Central [Letter #14](#) for Health and Safety)

L31.00 OMERS PENSION PLAN

- L31.01** Eligible Employees and the Employer shall participate in the OMERS Plan in accordance with the regulations stipulated in the Act.

L32.00 TEMPORARY EMPLOYEES

- L32.01** Temporary Employees are only covered by the following provisions of the Collective Agreement: Temporary Employees shall be paid the minimum rate of the position they were hired for as outlined in [Schedule A](#) (Base Hourly Rates).

L33.00 PROFESSIONAL DEVELOPMENT

- L33.01** Employees shall participate in a minimum of two (2) professional development days, with pay, provided that funding is available for that purpose. The days will be designated by the Employer.

(See also Central [Letter #16](#) and Local [Letter A](#) for Professional Development)

L34.00 TERM OF AGREEMENT

- L34.01** This Agreement shall be for a term commencing 2017 September 01 to 2019 August 31 unless either party gives notice in writing to the other not less than thirty (30) or more than one hundred and twenty (120) days prior to the expiry date hereof of that party's intention to renew the Collective Agreement with or without modifications in accordance with the *Ontario Labour Relations Act*.

- L34.02** No changes can be made to this Agreement without the written consent of the parties nor can any changes be made to the Agreement without submitting the changes for ratification by the parties as determined by their respective bargaining procedures.

(See also Central [Article C3.0](#) for Length of Term/Notice to Bargain)

SIGNATURES

Dated at London, Ontario this third (3rd) day of November 2016.

SIGNED and AGREED on behalf of the Thames Valley District School Board



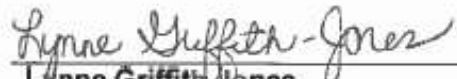
Ruth Tisdale
Chairperson of the Board



Laura Elliott
Director of Education



Joyce Bennett
Chair - Negotiations Advisory
Committee



Lynne Griffith-Jones
Superintendent of Human
Resources
Organizational Support Services



Beth Strong
Manager – OSS - Human Resources

SIGNED and AGREED on behalf of the Canadian Union of Public Employees (CUPE 4222D)



Amanda VandenHeuvel
Chairperson



Dave Denouden
President



Darcie McEathron
National Representative - CUPE

SCHEDULE A - RATES OF PAY

Job Classification	2017 February 01	2017 September 01	2018 September 01	2019 February 01	2019 August 31
Early Childhood Educator, Care for Newcomer Children Lead (CNC Worker 2)					
Start	\$23.45	\$23.80	\$24.04	\$24.28	\$24.40
6 months	\$24.06	\$24.42	\$24.66	\$24.91	\$25.03
1 year	\$24.72	\$25.09	\$25.34	\$25.59	\$25.72
*Includes Lead Allowance	\$1.49	\$1.51	\$1.53	\$1.55	\$1.56
Care for Newcomer Children Worker (CNC Worker 1)					
Start	\$21.96	\$22.29	\$22.51	\$22.74	\$22.85
6 months	\$22.56	\$22.90	\$23.13	\$23.36	\$23.48
1 year	\$23.24	\$23.59	\$23.83	\$24.07	\$24.19
Facilitator, Parenting and Family Literacy Centre	\$24.74	\$25.11	\$25.36	\$25.61	\$25.74
Early Childhood Educator, Full Day Kindergarten					
Start	\$20.39	\$20.70	\$20.91	\$21.12	\$21.23
1 year	\$21.96	\$22.29	\$22.51	\$22.74	\$22.85
2 years	\$23.53	\$23.88	\$24.12	\$24.36	\$24.48
3 years	\$25.09	\$25.47	\$25.72	\$25.98	\$26.11
4 years	\$26.66	\$27.06	\$27.33	\$27.60	\$27.74
Early Childhood Educator (Full Day Kindergarten) - Letter of Permission	\$18.82	\$19.10	\$19.29	\$19.48	\$19.58

- a) All job classifications with the exception of Childminder and those employees working under a letter of permission must be a member in good standing of the College of Early Childhood Educators as a condition of employment.
- b) Early Childhood Educator (Full Day Kindergarten) classification may receive credit to a maximum of two (2) years of experience towards salary grid placement. The experience will be based upon a twelve (12) month work year and must be accrued following completion of educational qualifications.

LETTER OF AGREEMENT A: PROFESSIONAL ACTIVITY DAYS

Subject to the approval of the School Administrator, a temporary Early Childhood Educator (Full Day Kindergarten) may participate and may be paid for the Professional Activity (PA) days designated by the Employer as Preparation/Assessment day and Parent –Teacher Interviews day.

Subject to the approval of the Supervisor, temporary employees from other job classifications may participate and may be paid for Professional Activity days (PA days).

This letter in agreement will remain in force until August 31st, 2019.

(See also Central [Letter #16](#) and Local [Article L33.00](#) for Professional Development)

LETTER OF AGREEMENT B: TEMPORARY EMPLOYEE SENIORITY LIST

Further to Article C10.00 of the Provincial Memorandum of Settlement dated 2015 November 2, a list will be established for Temporary Employees which will reflect the date of hire in order to fulfill the purpose of tracking the length of service with the Board.

The list will be in force until 2019 August 31 at which time the parties will be required to review and revise the list if the purpose for the list changes.

LETTER OF AGREEMENT C: LAYOFF AND REDUNDANCY LANGUAGE REVIEW

Parties agree to develop a subcommittee within the mandate of the Redeployment Committee to review the provisions of Article L8 (Layoff / Redundancy) and Article L9 (Recall from Layoff) in order to provide processes that are conceptually consistent with CUPE 4222 bargaining units provisions and Elementary Teacher staffing timelines.

The committee will meet within thirty (30) days of ratification and complete their mandate no later than March 15th 2016.

(See also Local [Article L8.00](#) for Layoff and Redundancy)

LETTER OF AGREEMENT D: VIOLENCE IN THE WORKPLACE

The parties are committed to continuing to build and strengthen a culture of health and safety mindedness within the school board. Accordingly, the parties agree to take the following actions:

1. The CUPE Main Joint Occupational Health and Safety Committee will review Provincial Violence Prevention Training with respect to implementation.
2. The CUPE Main Joint Health and Safety Committee will review best practices identified by the Provincial Health and Safety working group and assess local policies and procedures accordingly.

(See also Central [Letter #15](#) for Violence Prevention)

LETTER OF UNDERSTANDING E: SUPERVISION

Early Childhood Educators (FDK) have supervision responsibilities within the school. School Administrators will endeavor to assign supervision duties related to FK and primary students. IT is recognized that Early Childhood Educators (FDK) may be required to supervise other grade divisions based upon school needs.

Historical Reference

The following articles do not form part of the Collective Agreement except where specifically noted. These articles are being retained for historical reference only. Bolded language is language that remains in the Local Collective Agreement.

ARTICLE 20 - LEAVE OF ABSENCE

20.07 Leave of Absence with Pay

- (f) Leave will be granted under Article 20.07 (f) up to a maximum of fourteen (14) days as of September 1 each year. Days available will be prorated based upon the work week. Any changes after September 1 in the assigned hours shall result in a pro-rata adjustment in the credited days. Credited days may not be carried beyond August 31st in any given year.

- (i) **Sick Leave**

Leave for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery.

- (ii) **Act of Nature**

To a maximum of three (3) days, an Employee who is unavoidably absent due to a local act of nature over which no one has control.

- (iii) **Care Day**

When an Employee is the only member of his/her family available to care for the needs of his/her immediate family due to a sudden illness or accident. For purposes of this Article, immediate family will be partner, child or parent.