

# **COLLECTIVE AGREEMENT**



**BETWEEN**

**TORONTO CATHOLIC DISTRICT SCHOOL BOARD**

**AND**



**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3155**

**AFFECTING**

**INTERNATIONAL LANGUAGES INSTRUCTORS**

**SEPTEMBER 1, 2014 - AUGUST 31, 2019**

**Attached as Part "A" are the provisions of the  
Central Terms and Extension Agreement  
Between  
Canadian Union of Public Employees  
And  
Council of Trustees' Associations**

**Attached as Part "B" are the provisions of the  
Local Collective Agreement  
Between  
CUPE Local 3155  
And  
Toronto Catholic District School Board**

**PART “A”**

**CENTRAL TERMS**

**Canadian Union of Public Employees (CUPE)  
Council of Trustees’ Associations (CTA)**

**TABLE OF CONTENTS**  
**CUPE – PART A: CENTRAL TERMS**

<b>C1.00</b>	<b>STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT .....</b>	<b>1</b>
C1.1	<i>Separate Central and Local Terms.....</i>	1
C1.2	<i>Implementation.....</i>	1
C1.3	<i>Parties.....</i>	1
C1.4	<i>Single Collective Agreement.....</i>	1
<b>C2.00</b>	<b>DEFINITIONS .....</b>	<b>1</b>
<b>C3.00</b>	<b>LENGTH OF TERM/NOTICE TO BARGAIN .....</b>	<b>2</b>
C3.1	<i>Term of Agreement .....</i>	2
C3.2	<i>Term of Letters of Agreement/Understanding.....</i>	2
C3.3	<i>Amendment of Terms.....</i>	2
C3.4	<i>Notice to Bargain.....</i>	2
<b>C4.00</b>	<b>CENTRAL DISPUTE RESOLUTION PROCESS.....</b>	<b>3</b>
C4.1	<i>Statement of Purpose.....</i>	3
C4.2	<i>Parties to the Process.....</i>	3
C4.3	<i>Meetings of the Committee.....</i>	4
C4.4	<i>Selection of Representatives.....</i>	4
C4.5	<i>Mandate of the Committee.....</i>	4
C4.6	<i>Role of the Central Parties and Crown.....</i>	4
C4.7	<i>Referral of Disputes.....</i>	5
C4.8	<i>Carriage Rights.....</i>	5
C4.9	<i>Responsibility to Communicate.....</i>	5
C4.10	<i>Language of Proceedings.....</i>	5
C4.11	<i>Definition of Dispute.....</i>	6
C4.12	<i>Notice of Disputes.....</i>	6
C4.13	<i>Referral to the Committee.....</i>	6
C4.14	<i>Timelines.....</i>	6
C4.15	<i>Voluntary Mediation.....</i>	7
C4.16	<i>Arbitration.....</i>	7
<b>C5.00</b>	<b>BENEFITS.....</b>	<b>8</b>
C5.1	<i>Funding.....</i>	8
C5.2	<i>Cost Sharing.....</i>	8
C5.3	<i>Payment in Lieu of Benefits.....</i>	8
<b>C6.00</b>	<b>SICK LEAVE.....</b>	<b>8</b>
C6.1	<i>Sick Leave/Short Term Leave and Disability Plan.....</i>	8
a)	<i>Sick Leave Benefit Plan.....</i>	9
b)	<i>Sick Leave Days Payable at 100% Wages.....</i>	9
c)	<i>Short-Term Disability Coverage – Days Payable at 90% Wages.....</i>	10
d)	<i>Eligibility and Allocation.....</i>	10
e)	<i>Refresh Provision for Permanent Employees.....</i>	11
f)	<i>WSIB &amp; LTD.....</i>	12
g)	<i>Graduated Return to Work.....</i>	12
h)	<i>Proof of Illness.....</i>	13
i)	<i>Notification of Sick Leave Days.....</i>	14
j)	<i>Pension Contributions While on Short Term Disability.....</i>	14
k)	<i>Top-up Provisions.....</i>	14
l)	<i>Sick Leave to Establish EI Maternity Benefits.....</i>	15
<b>C7.00</b>	<b>CENTRAL LABOUR RELATIONS COMMITTEE .....</b>	<b>15</b>
C7.1	<i>Preamble.....</i>	15
C7.2	<i>Membership.....</i>	15
C7.3	<i>Co-Chair Selection.....</i>	15
C7.4	<i>Meetings.....</i>	15

C7.5	<i>Agenda and Minutes</i> .....	15
C7.6	<i>Without Prejudice or Precedent</i> .....	16
C7.7	<i>Cost of Labour Relations Meetings</i> .....	16
<b>C8.00</b>	<b>CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES</b> .....	<b>16</b>
<b>C9.00</b>	<b>ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS</b> .....	<b>16</b>
<b>C10.00</b>	<b>CASUAL SENIORITY EMPLOYEE LIST</b> .....	<b>16</b>
<b>C11.00</b>	<b>UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING</b> .....	<b>17</b>
<b>C12.00</b>	<b>STATUTORY LEAVES OF ABSENCE/SEB</b> .....	<b>17</b>
C12.1	<i>Family Medical Leave or Critically Ill Child Care Leave</i> .....	17
<b>C13.00</b>	<b>VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT</b> .....	<b>18</b>
<b>C14.00</b>	<b>SPECIALIZED JOB CLASSES</b> .....	<b>19</b>
<b>APPENDIX A</b>	.....	<b>20</b>
CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS NOTICE OF CENTRAL DISPUTE.....	.....	20
<b>APPENDIX B</b> .....	.....	<b>21</b>
<i>Sick Leave Credit-Based Retirement Gratuities (where applicable)</i> .....	.....	21
<i>Other Retirement Gratuities</i> .....	.....	21
<b>LETTER OF UNDERSTANDING #1</b> .....	.....	<b>22</b>
<i>Re: Status Quo Central Items</i> .....	.....	22
<b>LETTER OF UNDERSTANDING #2</b> .....	.....	<b>23</b>
<i>Re: Status Quo Central Items Requiring Amendment and Incorporation</i> .....	.....	23
<b>LETTER OF UNDERSTANDING #3</b> .....	.....	<b>26</b>
<i>Re: Job Security: Protected Complement</i> .....	.....	26
<b>LETTER OF UNDERSTANDING #4</b> .....	.....	<b>28</b>
<i>Re: Professional Development</i> .....	.....	28
<b>LETTER OF UNDERSTANDING #5</b> .....	.....	<b>29</b>
<i>RE: Scheduled Unpaid Leave Plan</i> .....	.....	29
<b>LETTER OF UNDERSTANDING #6</b> .....	.....	<b>31</b>
<i>Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference</i> .....	.....	31
<b>LETTER OF UNDERSTANDING #7</b> .....	.....	<b>33</b>
<i>Re: Long Term Disability (LTD) Plan Working Group</i> .....	.....	33
<b>LETTER OF UNDERSTANDING #8</b> .....	.....	<b>34</b>
<i>Re: Sick Leave</i> .....	.....	34
<b>LETTER OF UNDERSTANDING #9</b> .....	.....	<b>35</b>
<i>RE: Benefits</i> .....	.....	35
<b>APPENDIX A – HRIS FILE</b> .....	.....	<b>45</b>
<b>LETTER OF UNDERSTANDING #10</b> .....	.....	<b>46</b>
<i>RE: List of Arbitrators</i> .....	.....	46
<b>LETTER OF UNDERSTANDING #11</b> .....	.....	<b>47</b>
<i>Re: Central Labour Relations Committee</i> .....	.....	47
<b>LETTER OF UNDERSTANDING #12</b> .....	.....	<b>48</b>
<i>Re: Early Childhood Educators Work Group (FDK)</i> .....	.....	48
<b>LETTER OF UNDERSTANDING #13</b> .....	.....	<b>49</b>
<i>Re: Ministry Initiatives</i> .....	.....	49
<b>LETTER OF UNDERSTANDING #14</b> .....	.....	<b>50</b>
<i>Re: Provincial Health and Safety Working Group</i> .....	.....	50
<b>LETTER OF UNDERSTANDING #15</b> .....	.....	<b>51</b>
<i>RE: Violence Prevention Training</i> .....	.....	51
<b>LETTER OF UNDERSTANDING #16</b> .....	.....	<b>52</b>
<i>Re: Additional Professional Activity (PA) Day</i> .....	.....	52

# CUPE – PART A: CENTRAL TERMS

## C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

### C1.1 Separate Central and Local Terms

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

### C1.2 Implementation

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

### C1.3 Parties

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

### C1.4 Single Collective Agreement

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

## C2.00 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C4.3 Meetings of the Committee**

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

**C4.4 Selection of Representatives**

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

**C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

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

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

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



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

**C4.7 Referral of Disputes**

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

**C4.8 Carriage Rights**

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

**C4.9 Responsibility to Communicate**

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

**C4.10 Language of Proceedings**

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

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

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

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

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

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

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

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

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

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

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

**C4.15 Voluntary Mediation**

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

**C4.16 Arbitration**

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

## **C5.00 BENEFITS**

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

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

Post Participation Date, the following shall apply:

### **C5.1 Funding**

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

### **C5.2 Cost Sharing**

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

### **C5.3 Payment in Lieu of Benefits**

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

## **C6.00 SICK LEAVE**

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

#### **Definitions:**

The definitions below shall be exclusively used for this article.

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

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

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

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

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

**“Casual Employees”** means,

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

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

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

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

**a) Sick Leave Benefit Plan**

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

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

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

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

**Permanent Employees**

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

**Employees on Long Term Supply Assignments**

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

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

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

**Permanent Employees**

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

**Employees on Long Term Supply Assignments**

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

### **Employees on Long Term Supply Assignments**

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

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

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

### **e) Refresh Provision for Permanent Employees**

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

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

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

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

**f) WSIB & LTD**

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

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

**g) Graduated Return to Work**

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

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

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

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



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

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

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

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

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

#### **h) Proof of Illness**

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

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

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

**i) Notification of Sick Leave Days**

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

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

**Contributions for OMERS Plan Members:**

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

**Contributions for OTPP Plan Members:**

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

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

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

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

**C7.4 Meetings**

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

**C7.5 Agenda and Minutes**

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

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

**C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

**C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

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

### **Negotiations Committee**

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

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

## **C12.00 STATUTORY LEAVES OF ABSENCE/SEB**

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

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

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

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

### **C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT**

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

#### **Pursuant to b) above, the following will apply:**

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

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

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

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

**APPENDIX A**

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

<b>Name of Board where Dispute Originated:</b>	
<b>CUPE Local &amp; Bargaining Unit Description:</b>	
Policy <input type="checkbox"/> Group <input type="checkbox"/> Individual <input type="checkbox"/>	<b>Grievor's Name (if applicable):</b>
<b>Date Notice Provided to Local School Board/CUPE Local:</b>	
<b>Central Provision Violated:</b>	
<b>Statute/Regulation/Policy/Guideline/Directive at issue (if any):</b>	
<b>Comprehensive Statement of Facts (attach additional pages if necessary):</b>	
<b>Remedy Requested:</b>	
<b>Date:</b>	<b>Signature:</b>
<b>Committee Discussion Date:</b>	
Withdrawn <input type="checkbox"/>	Resolved <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/>
<b>Date:</b>	<b>Co-Chair Signatures:</b>
<b>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.</b>	



## APPENDIX B

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

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

### **Other Retirement Gratuities**

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

# **LETTER OF UNDERSTANDING #1**

**BETWEEN**

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

**AND**

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

**Re: Status Quo Central Items**

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

**Issues:**

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

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

Job Security as it Relates to Technological Change

Allowances

## LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

#### **PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB**

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

#### **Common Central Provisions**

##### **Maternity Benefits/SEB Plan**

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive \*100% salary through a Supplemental Employment Benefit (SEB) plan for a total of \*eight (8) weeks (\*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.

- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

### **SHORT TERM PAID LEAVES**

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

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

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

### **WSIB TOP-UP**

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

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

### **RETIREMENT GRATUITIES**

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

### **Re: Job Security: Protected Complement**

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

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

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

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

consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs
  - c. Secretaries
  - d. Custodians
  - e. Cleaners
  - f. Information Technology Staff
  - g. Library Technicians
  - h. Instructors
  - i. Supervisors
  - j. Central Administration
  - k. Professionals
  - l. Maintenance/Trades
6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
7. This Letter of Understanding expires on August 30, 2017.

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

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

**AND**

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

**Re: Professional Development**

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

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



## **LETTER OF UNDERSTANDING #5**

### **BETWEEN**

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

### **AND**

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

### **RE: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

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

This Letter of Understanding expires on August 30, 2017.

## **LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

### **PREAMBLE:**

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

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

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

### **II. DELIVERABLES**

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

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

### **III. SCOPE**

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

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

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

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

### **IV. MEMBERSHIP**

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

### **V. CO-CHAIR SELECTION**

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

### **VI. MEETINGS**

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

### **VII. OTHER**

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

## **LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

### **Re: Long Term Disability (LTD) Plan Working Group**

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

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

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

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

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

## **LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the

termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

### **1.0.0 PRINCIPLES**

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

### **2.0.0 GOVERNANCE**

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

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



### **3.0.0 ELIGIBILITY and COVERAGE**

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

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

### **4.0.0 FUNDING**

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

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

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

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

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

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

4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

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

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

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

either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.

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

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

#### **5.0.0 SHARED SERVICES**

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

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

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
  - a. The trustees' selection of the Trust auditors and the Trust actuaries;
  - b. The annual reports of the Auditors and actuaries;
  - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design.

The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;

- d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
  - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
  - f. Validation of the sustainability of the respective Plan Design;
  - g. Establishing member contribution or premium requirements, and member deductibles if any;
  - h. Identifying efficiencies that can be achieved;
  - i. The design and amendment of the Funding policy;
  - j. The investment Policy and changes to the Investment Policy; and
  - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
  - b. Fund claims stabilization or other reserves;
  - c. Improve plan design;
  - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
  - b. Increased member share premium;
  - c. Change plan design;
  - d. Cost containment tools;
  - e. Reduced plan eligibility;
  - f. Cessation of benefits, other than life insurance benefits; and
  - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

## **7.0.0 ACCOUNTABILITY**

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

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

#### **8.0.0 TRANSITION COMMITTEE**

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

#### **9.0.0 PAYMENTS**

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

#### **10.0.0 ENROLMENT**

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

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

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

### **12.0.0 CLAIMS SUPPORT**

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

### **13.0.0 PRIVACY**

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



## **Appendix A – HRIS File**

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

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

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

Christopher Albertyn  
John Stout  
Paula Knopf  
Mort Mitchnick  
Brian Sheehan

French Language:

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

## **LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

## **LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

### **Re: Early Childhood Educators Work Group (FDK)**

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

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

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

## **LETTER OF UNDERSTANDING #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

### **Re: Ministry Initiatives**

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

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

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

## **LETTER OF UNDERSTANDING #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

### **Re: Provincial Health and Safety Working Group**

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

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

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

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

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

## **LETTER OF UNDERSTANDING #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Training**

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

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

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

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

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

**LETTER OF UNDERSTANDING #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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



**PART “A”**

**EXTENSION AGREEMENT**

**Canadian Union of Public Employees (CUPE)  
Council of Trustees’ Associations (CTA)**

**EXTENSION AGREEMENT**

**BETWEEN:**

Ontario Public School Boards Association (OPSBA)

**AND**

Ontario Catholic Schools Trustee Association (OCSTA)

**AND**

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

**AND**

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

**hereinafter:**

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

"CTA/CAE"

**AND**

THE CANADIAN UNION OF PUBLIC EMPLOYEES

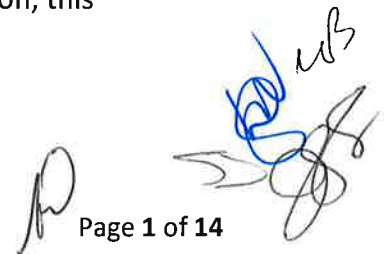
**hereinafter: "CUPE"**

**AND AGREED TO BY:**

THE CROWN/LA COURONNE

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

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



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

It is further understood that the following parties,

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

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

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

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

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

## 6. COMPENSATION

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

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

Payment for September 1, 2017 lump sum:

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

Method of payment for September 1, 2017 lump sum:

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

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

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

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

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

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

## 7. BENEFITS

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

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

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

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

## 8. INVESTMENTS IN SYSTEM PRIORITIES

### a) Special Education Staff Amount

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

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

### b) Other Staffing Amount

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

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

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

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

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

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

## 9. APPRENTICESHIP/PROFESSIONAL DEVELOPMENT

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

The purpose of the funds are to:

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

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

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

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


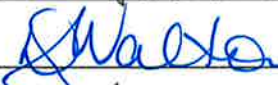
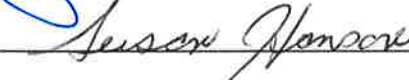


**10. COMMUNITY USE OF SCHOOLS**

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


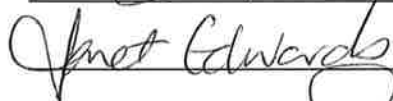
Signed at Toronto, this 20th day of December, 2016.


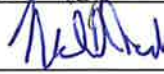
CUPE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_


  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

CTA/CAE

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_

CROWN

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPENDIX 1

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

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

**AND**

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

***Re: Job Security: Protected Complement***

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

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

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

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



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.



## 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 #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.



APPENDIX 2

CONFIDENTIAL to LABOUR RELATIONS

2017-18 - Investments in System Priorities* - CUPE			ESTIMATED SHARE OF INVESTMENTS	
Index	DSBNo	DSB Name	Special Education Staff Amount	Other Staffing Amount
1	1	DSB Ontario North East	\$ -	\$ 179,033
2	2	Algoma DSB	\$ -	\$ 167,955
3	3	Rainbow DSB	\$ -	\$ 210,040
4	4	Near North DSB	\$ -	\$ 278,152
5	5.1	Keewatin-Patricia DSB	\$ -	\$ 138,627
6	5.2	Rainy River DSB	\$ -	\$ 39,347
7	6.1	Lakehead DSB	\$ 877	\$ 134,464
8	6.2	Superior-Greystone DSB	\$ -	\$ -
9	7	Bluewater DSB	\$ 2,170	\$ 223,412
10	8	Avon Maitland DSB	\$ -	\$ -
11	9	Greater Essex County DSB	\$ 11,949	\$ 302,930
12	10	Lambton Kent DSB	\$ 634,457	\$ 474,931
13	11	Thames Valley DSB	\$ 1,708,478	\$ 1,491,242
14	12	Toronto DSB	\$ 4,631,173	\$ 4,322,594
15	13	Durham DSB	\$ 1,631,000	\$ 1,313,288
16	14	Kawartha Pine Ridge DSB	\$ 886,013	\$ 679,951
17	15	Trillium Lakelands DSB	\$ 490,309	\$ 422,644
18	16	York Region DSB	\$ 2,532,058	\$ 2,258,311
19	17	Simcoe County DSB	\$ 2,064	\$ 558,479
20	18	Upper Grand DSB	\$ -	\$ 323,664
21	19	Peel DSB	\$ 1,914	\$ 2,901,780
22	20	Halton DSB	\$ -	\$ 508,928
23	21	Hamilton-Wentworth DSB	\$ 7,931	\$ 533,391
24	22	DSB of Niagara	\$ 905,813	\$ 722,815
25	23	Grand Erie DSB	\$ 678,656	\$ 569,342
26	24	Waterloo Region DSB	\$ -	\$ -
27	25	Ottawa-Carleton DSB	\$ -	\$ -
28	26	Upper Canada DSB	\$ 761,500	\$ 661,172
29	27	Limestone DSB	\$ 498,415	\$ 416,688
30	28	Renfrew County DSB	\$ 2,758	\$ 231,540
31	29	Hastings and Prince Edward DSB	\$ 439,701	\$ 325,784
32	30.1	Northeastern Catholic DSB	\$ 110,616	\$ 70,456
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ -	\$ 31,587
34	31	Huron-Superior Catholic DSB	\$ 212,490	\$ 159,325
35	32	Sudbury Catholic DSB	\$ -	\$ 77,013
36	33.1	Northwest Catholic DSB	\$ 94,308	\$ 44,211
37	33.2	Kenora Catholic DSB	\$ -	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ -	\$ -
39	34.2	Superior North Catholic DSB	\$ -	\$ -
40	35	Bruce-Grey Catholic DSB	\$ 156,382	\$ 92,975
41	36	Huron-Perth Catholic DSB	\$ 164,128	\$ 51,707
42	37	Windsor-Essex Catholic DSB	\$ 518,683	\$ -
43	38	London District Catholic School Board	\$ 491,287	\$ 351,505
44	39	St. Clair Catholic DSB	\$ 262,591	\$ 184,604
45	40	Toronto Catholic DSB	\$ 1,681,560	\$ 1,923,345
46	41	Peterborough V N C Catholic DSB	\$ 427,986	\$ 348,892
47	42	York Catholic DSB	\$ 1,119,071	\$ 953,055
48	43	Dufferin-Peel Catholic DSB	\$ -	\$ 1,616,074
49	44	Simcoe Muskoka Catholic DSB	\$ -	\$ 263,815
50	45	Durham Catholic DSB	\$ 411,116	\$ 394,046
51	46	Halton Catholic DSB	\$ 665,366	\$ 601,286
52	47	Hamilton-Wentworth Catholic DSB	\$ 767,944	\$ 225,873
53	48	Wellington Catholic DSB	\$ -	\$ 78,262
54	49	Waterloo Catholic DSB	\$ 496,185	\$ 188,792
55	50	Niagara Catholic DSB	\$ 535,724	\$ 445,648
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -	\$ -
57	52	Catholic DSB of Eastern Ontario	\$ 380,778	\$ 328,351
58	53	Ottawa Catholic DSB	\$ 943,985	\$ 370,954
59	54	Renfrew County Catholic DSB	\$ -	\$ 58,120
60	55	Algonquin and Lakeshore Catholic DSB	\$ 367,903	\$ 299,211
61	56	CSD du Nord-Est de l'Ontario	\$ 118,272	\$ 90,427
62	57	CSD du Grand Nord de l'Ontario	\$ -	\$ 59,932
63	58	CS Viamonde	\$ -	\$ 157,669
64	59	CÉP de l'Est de l'Ontario	\$ 13,672	\$ 352,604
65	60.1	CSD catholique des Grandes Rivières	\$ -	\$ 97,856
66	60.2	CSD catholique Franco-Nord	\$ -	\$ 40,391
67	61	CSD catholique du Nouvel-Ontario	\$ -	\$ 123,461
68	62	CSD catholique des Aurores boréales	\$ -	\$ -
69	63	CS catholique Providence	\$ 310,074	\$ 278,703
70	64	CSD catholique Centre-Sud	\$ -	\$ 197,356
71	65	CSD catholique de l'Est ontarien	\$ 902	\$ 238,404
72	66	CSD catholique du Centre-Est de l'Ontario	\$ -	\$ 174,016
<b>Estimated Totals</b>			<b>\$ 26,078,257</b>	<b>\$ 31,360,432</b>

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

APPENDIX 3

CONFIDENTIAL TO LABOUR RELATIONS

2017-18 -- Community Use of Schools Investment - CUPE				
Index	DSBNo	DSB Name	Investment in CUS - \$840k System Investment	Column #
1	1	DSB Ontario North East	\$ 4,951	
2	2	Algoma DSB	\$ 4,417	
3	3	Rainbow DSB	\$ 6,140	
4	4	Near North DSB	\$ 4,719	
5	5.1	Keewatin-Patricia DSB	\$ 2,820	
6	5.2	Rainy River DSB	\$ -	
7	6.1	Lakehead DSB	\$ 3,792	
8	6.2	Superior-Greenstone DSB	\$ -	
9	7	Bluewater DSB	\$ 7,113	
10	8	Avon Maitland DSB	\$ -	
11	9	Greater Essex County DSB	\$ 222	
12	10	Lambton Kent DSB	\$ 9,693	
13	11	Thames Valley DSB	\$ 29,002	
14	12	Toronto DSB	\$ 85,953	
15	13	Durham DSB	\$ 25,822	
16	14	Kawartha Pine Ridge DSB	\$ 12,589	
17	15	Trillium Lakelands DSB	\$ 6,961	
18	16	York Region DSB	\$ 45,435	
19	17	Simcoe County DSB	\$ 17,471	
20	18	Upper Grand DSB	\$ 11,029	
21	19	Peel DSB	\$ 55,581	
22	20	Halton DSB	\$ 21,477	
23	21	Hamilton-Wentworth DSB	\$ 17,826	
24	22	DSB of Niagara	\$ 14,460	
25	23	Grand Erie DSB	\$ 10,719	
26	24	Waterloo Region DSB	\$ -	
27	25	Ottawa-Carleton DSB	\$ -	
28	26	Upper Canada DSB	\$ 12,895	
29	27	Limestone DSB	\$ 8,416	
30	28	Renfrew County DSB	\$ 4,763	
31	29	Hastings and Prince Edward DSB	\$ 6,802	
32	30.1	Northeastern Catholic DSB	\$ 1,143	
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ 1,291	
34	31	Huron-Superior Catholic DSB	\$ 2,064	
35	32	Sudbury Catholic DSB	\$ 2,384	
36	33.1	Northwest Catholic DSB	\$ 518	
37	33.2	Kenora Catholic DSB	\$ -	
38	34.1	Thunder Bay Catholic DSB	\$ -	
39	34.2	Superior North Catholic DSB	\$ -	
40	35	Bruce-Grey Catholic DSB	\$ 1,608	
41	36	Huron-Perth Catholic DSB	\$ 47	
42	37	Windsor-Essex Catholic DSB	\$ -	
43	38	London District Catholic School Board	\$ 7,165	
44	39	St. Clair Catholic DSB	\$ 3,211	
45	40	Toronto Catholic DSB	\$ 34,196	
46	41	Peterborough V N C Catholic DSB	\$ 5,638	
47	42	York Catholic DSB	\$ 20,341	
48	43	Dufferin-Peel Catholic DSB	\$ 31,209	
49	44	Simcoe Muskoka Catholic DSB	\$ 7,466	
50	45	Durham Catholic DSB	\$ 8,163	
51	46	Halton Catholic DSB	\$ 11,833	
52	47	Hamilton-Wentworth Catholic DSB	\$ 165	
53	48	Wellington Catholic DSB	\$ 2,950	
54	49	Waterloo Catholic DSB	\$ 87	
55	50	Niagara Catholic DSB	\$ 8,288	
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -	
57	52	Catholic DSB of Eastern Ontario	\$ 4,814	
58	53	Ottawa Catholic DSB	\$ 231	
59	54	Renfrew County Catholic DSB	\$ 1,816	
60	55	Algonquin and Lakeshore Catholic DSB	\$ 4,558	
61	56	CSD du Nord-Est de l'Ontario	\$ 1,119	
62	57	CSD du Grand Nord de l'Ontario	\$ 1,977	
63	58	CS Viamonde	\$ 4,747	
64	59	CÉP de l'Est de l'Ontario	\$ 6,144	
65	60.1	CSD catholique des Grandes Rivières	\$ 3,613	
66	60.2	CSD catholique Franco-Nord	\$ 1,260	
67	61	CSD catholique du Nouvel-Ontario	\$ 3,574	
68	62	CSD catholique des Aurores boréales	\$ -	
69	63	CS catholique Providence	\$ 4,228	
70	64	CSD catholique Centre-Sud	\$ 6,415	
71	65	CSD catholique de l'Est ontarien	\$ 5,191	
72	66	CSD catholique du Centre-Est de l'Ontario	\$ 7,802	
<b>Total</b>			<b>\$ 638,320</b>	

Notes:

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

26

**LETTER OF AGREEMENT**

**BETWEEN**

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


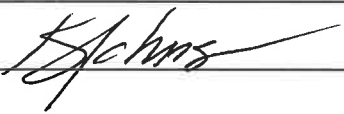
**AND**

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

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


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


CUPE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

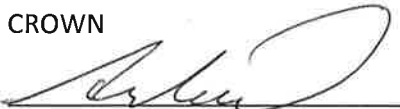
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CTA/CAE

  
\_\_\_\_\_  
Janet Edwards  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
J. Cassidant  
\_\_\_\_\_  
\_\_\_\_\_

CROWN

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

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

Handwritten signatures and initials in the bottom right corner, including a large signature, the initials 'EB', 'WR', and 'JE'.

## **1.0.0 PRINCIPLES**

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

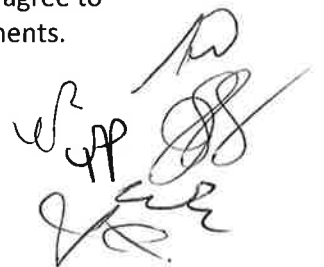
## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

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

## **3.0.0 ELIGIBILITY and COVERAGE**

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



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

#### **4.0.0 FUNDING**

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

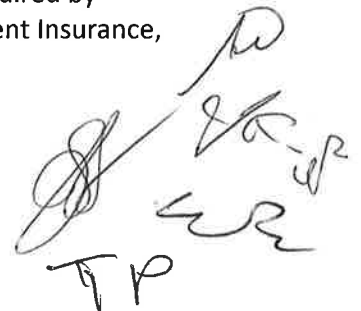
- 4.1.1 The Government of Ontario will provide:
  - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on the Participation Date.
  - b. A one-time contribution of a half month's premium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

Handwritten signatures and initials, including 'RUB' and 'R', are present in the bottom right corner of the page.

- 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:
- If available, the paid premiums or contributions or claims costs of each group; or
  - Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

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

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- 4.2.2 In order that each party be satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.
- 4.2.4 In addition to the contributions provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay and as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).



- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31<sup>st</sup> of each year.
- 4.2.7 For purposes of 4.2.6 above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- 4.2.8 Amounts previously paid under 4.2.3 and 4.2.4 above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.11 Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

#### **5.0.0 SHARED SERVICES**

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

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

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



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

#### **7.0.0 ACCOUNTABILITY**

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

#### **8.0.0 TRANSITION COMMITTEE**

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

AD UB  
  
 TP

### **9.0.0 PAYMENTS**

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

### **10.0.0 ENROLMENT**

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

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

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

### **12.0.0 CLAIMS SUPPORT**

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

Handwritten signature and initials in the bottom right corner of the page. The signature appears to be 'J. W. [unclear]' and the initials are 'JW' and 'TP'.

**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).

YS  
  
WVK  
ZJZ  
TP



## 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.

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a signature and some initials.

**PART “B”**

**LOCAL TERMS**

**CUPE LOCAL 3155**

**International Languages Instructors**

## NOTE

You will note that there has been a change in the manner the Salary Grid is reflected in Article 10 of the collective agreement. At one time individual salaries for Level 1 and Level 2 had been identified by the amount of years worked under the heading of YEARS. In the school year of 2002/2003, the Salary Grid was reduced from 11 steps to a total of the 6 steps that are currently in effect. As a result, the grids now refer to STEPS and not to YEARS.

Movement from one step to next is to be considered in accordance with the agreement and is based on experience and not the length of continuous service. There has been no change in this calculation for the new collective agreement. Accordingly, Instructors continue to progress from one step to the next based on experience.

In summary, the STEPS referred to in Article 10.01 do not refer to the length of service with the Board. The salary grid step only refers to a level of salary, as instructional experience is not necessarily equal to length of employment.

## TABLE OF CONTENTS

ARTICLE		PAGE
1	Management Rights	1
2	Recognition of Union	2
3	No Union Activity	3
4	No Strike or Lockout	4
5	Union Security	5
6	Union Representation	6
7	Grievance Procedure and Arbitration	7
8	Discharge and Disciplinary Procedure	10
9	Seniority	12
10	Remuneration and Period of Work	15
11	Holidays	19
12	Vacations	20
13	Sick Leave Plan	21
14	Leaves of Absence	22
15	Benefits	29
16	Miscellaneous	32
17	Hiring the Disabled	34
18	Sexual Harassment	35
19	Professional Development	36
20	Job Posting	37
21	Termination	38
22	Notice of Renewal	39
Appendix A	Sick Leave Retirement Gratuity Plan	40
Appendix B	Letter of Understanding re Employment Insurance Sub Plan	45
Appendix C	Letter of Understanding re: Salary Grid Restructuring September 2003	46
Appendix D	Letter of Understanding Calling Out of Students/Absence Reporting	47
Appendix E	Letter of Understanding – Professional Development Allocation	48
Appendix F	Letter of Understanding – Continuing Education & International Languages Instructors	49

## TABLE OF CONTENTS

Appendix G	Letter of Understanding – Benefits and Working Conditions Enhancement	50
Appendix H	Letter of Agreement – Contracting Out	51
Appendix I	Definition of OMERS – Contributory Earnings	52

ARTICLE 1

MANAGEMENT RIGHTS

- 1.01 The Union acknowledges that it is the exclusive function of the Board to:
- (a) maintain order, discipline and efficiency;
  - (b)
    - (i) hire, direct, classify, transfer, promote, demote, lay off instructors
    - (ii) discharge, suspend, or otherwise discipline probationary instructors, and
    - (iii) discharge, suspend or otherwise discipline permanent instructors for just cause, subject to the provisions of this Agreement.
  - (c) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the instructors; and
  - (d) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 1.02 The Union also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this Agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the Constitution Act, 1867, section 93.

## ARTICLE 2

### RECOGNITION OF UNION

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining agent of all International Languages Instructors (Elementary Schools) employed by the Board in its Extended School Day International Languages Program (Elementary Schools) in the City of Toronto, save and except supervisors and persons above that rank, persons employed as supply International Languages Instructors (Elementary Schools) and employees in any bargaining unit for which a trade union holds bargaining rights.
- 2.02 It is understood and agreed that the bargaining unit described in paragraph 1 hereof does not include any person who is a "teacher" within the meaning of The Education Act.
- 2.03 The word, "instructor" or "instructors" wherever used in this Agreement shall mean any or all of the International Languages Instructors (Elementary Schools) in the bargaining unit as defined above, except where the context otherwise provides.
- 2.04 The singular shall include the plural when the context so requires.

ARTICLE 3

NO UNION ACTIVITY **OR DISCRIMINATION**

- 3.01 There shall be no solicitations of membership in any union or collection of union dues, assessments or fines or any union activity on any premises of the Board except as expressly permitted.
- 3.02 **The Board and the Union agree that there shall be no discrimination practiced or permitted by either the Board, the Union or the Local Union or any of their officers or representatives, against any employee or any representative of the Board in accordance with the Ontario Human Rights Code, as amended from time to time.**



## ARTICLE 4

## NO STRIKE OR LOCKOUT

- 4.01 Neither the Union, the Local Union nor any instructors, shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the instructors involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the instructors. "Lockout" shall be as defined in The Labour Relations Act of Ontario.

Notwithstanding the foregoing, instructors may strike and the Board may lock out instructors in accordance with the provisions of The Labour Relations Act of Ontario.

## ARTICLE 5

## UNION SECURITY

- 5.01 The Board shall deduct from the first pay cheque in each month of every instructor who is presently a member of the Union and of every new instructor hired who has completed three (3) months from the instructor's date of last hiring, a sum equal to the monthly dues as determined by the Local Union's constitution. The Board shall remit such deductions to the National Secretary-Treasurer, together with a list of names of the instructors from whom such deductions were made, prior to the fifteenth (15th) of the month following the month in which the deductions were made. The total annual deductions for union dues shall be recorded on the instructor's Revenue Canada Statement of Remuneration Paid (T4) for that year.

## ARTICLE 6

## UNION REPRESENTATION

- 6.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than five (5) instructors. Such committee, together with the President of the Local Union and representatives of the Union shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement.
- 6.02 The Local Union may also appoint or otherwise select up to two (2) stewards (one of whom may be designated as the Chief Steward). If two stewards are selected
- one steward will represent instructors engaged in schools on or north of Eglinton Avenue, and
  - one steward will represent instructors engaged in schools in the remaining area.
- 6.03 A steward's function shall be to assist an instructor in the preparation of grievances. A steward, with the prior permission of the instructor's principal (such permission not to be unreasonably withheld), shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused, stewards shall suffer no loss in pay for any portion of their regularly scheduled work-time spent with such permission in servicing grievances.
- 6.04 Members of the bargaining committee, for any portion of their regularly scheduled work-time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay. The Local Union shall notify the Board in writing of the names of its officers, stewards (indicating which is the Chief Steward) and members of the bargaining committee and of any changes therein from time to time.
- 6.05 The Local Union may elect, at any time, to have the assistance of representatives of the Union when dealing with matters affecting this collective agreement.

## ARTICLE 7

## GRIEVANCE PROCEDURE AND ARBITRATION

- 7.01 Nothing contained in this Article shall prevent an instructor from discussing personal problems or complaints with the instructor's school principal.
- 7.02 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.
- 7.03 (a) A "grievance" is a claim by any instructor, group of instructors, or the Union, relating to the interpretation, application or administration of this Agreement, or is an allegation that this Agreement has been contravened.
- (b) The term "grievance committee" shall mean a committee consisting of the President of the Local Union or designate, the Chief Steward or the steward representing the grievor (or the grievors) and an equal number of representatives of the Board, appointed from time to time by the Director of Education.
- 7.04 (a) Step One - An aggrieved instructor shall first submit representations either orally or in writing to the instructor's immediate superior, who is the school principal, either directly or through the appropriate steward. Any such grievance shall be presented within 15 days of the time when it arose to the principal who shall respond within five (5) days after the formal representation.
- (b) Step Two - If a decision satisfactory to the instructor is not given or no decision is given at Step One, then such instructor accompanied by a steward may within 10 days after the oral decision of Step One, present representations in writing to the Superintendent of Education, Human Resources or designate. Such representations shall state the nature of the grievance, the remedy sought and the provisions of the Agreement upon which the grievance is based. Failure to state one or more provisions of the Agreement shall not prejudice the right of the instructor or of the Union to rely on any other provisions of the Agreement. Such official or designate shall notify the instructor and the steward of the time and place at which they will meet to discuss and consider the written representations. Such meeting shall be held within 5 days from the date upon which such official received the written representations. Such official shall give a decision in writing within 5 days after such meeting.

- (c) Step Three - If a decision satisfactory to such instructor is not given or no decision is given at Step Two, then such instructor accompanied by a steward may within 5 days after the decision of the Superintendent of Education, Human Resources or designate has been given or should have been given, submit the written representations made at Stage Two to the Deputy Director of Education, Human Resources. The Deputy Director of Education, Human Resources, or designate shall notify the instructor and the Local Union of the time and place at which the Grievance Committee will meet to discuss and consider such representations and the decision at Step Two. Such meeting shall be held within 10 days from the date upon which such official representations were received. At the request of either party, a national representative of the Union may be present. The decision of such Grievance Committee will be given to the Local Union in writing within 10 days after such meeting.
- 7.05 Any grievance arising directly between the Board and the Union or any grievance involving more than one instructor instead of following the procedure hereinbefore set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance through the Grievance Committee. In the event that the parties are unable to settle such grievance within twenty (20) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.
- 7.06 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing be given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Union or the Board to arbitration.
- 7.07 The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairman. If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a chairman within the time limited, then in either such case the appointment shall be made by the Office of Arbitration of the Ministry of Labour upon the request of either party. No person may be appointed to the Arbitration Board who has participated directly in any attempt to settle the grievance.
- 7.08 The Arbitration Board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any instructor affected by it. The decision of a majority of the Arbitration Board

- is the decision of the Arbitration Board, but if there is no majority, the decision of the chairman governs.
- 7.09 Notwithstanding Article 7.07, the Arbitration Board established as above shall decide the grievance submitted to it, including any question as to whether a matter is arbitrable, but shall have no power to alter, modify, or amend this Agreement, nor make any decision inconsistent therewith.
- 7.10 Each party shall pay the cost of its own appointee to the Arbitration Board, and the parties shall share equally the cost of the chairman.
- 7.11 The term "days" when used in this Article shall mean Monday to Friday inclusive throughout the year including July and August, but excluding school holidays as defined by the Ministry of Education.
- 7.12 Any time limits fixed by this Article for the taking of action by either party or by any instructor may at any time be extended by agreement of the representatives of the parties involved.

## ARTICLE 8

## DISCHARGE AND DISCIPLINARY PROCEDURE

- 8.01 A claim by an instructor (other than a probationary instructor) that the instructor has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Education, Human Resources within five days after the occurrence of the matter which is the subject of the grievance.
- 8.02 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Step Three.
- 8.03 If the Board censures an instructor in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the instructor's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the President, and the Recording Secretary of the Local Union. Failure to provide copies to the Recording Secretary and the Chief Steward shall not render the discipline void.
- 8.04 At the request of an instructor, the Board shall allow the instructor to inspect the instructor's personnel file maintained at the appropriate municipality with prior arrangement made with the superintendent of education of the school to which the instructor is assigned. Such inspection may be made up to twice a year and shall be in the presence of such superintendent or designate. The instructor's response to anything contained in such file shall become a part of such file provided such response is made within five (5) days from the date when the instructor inspected the file.
- 8.05 (a) Where the Board issues an adverse report concerning an instructor, to the instructor, such instructor may, if the instructor acknowledges receipt of a copy of such report, file a reply thereto with the appropriate superintendent within ten (10) days from such receipt and such reply shall become a part of the instructor's file.
- (b) Where an instructor has a clear record for three (3) years following a suspension or for one (1) year following a written warning, the instructor's prior record relating to the suspension or written warning, shall be destroyed and not introduced into any subsequent disciplinary proceeding against the instructor.
- 8.06 If a complaint concerning an instructor is received, the appropriate Board administrator within 10 days shall discuss the complaint with the instructor if the complaint or a memorandum thereof is to be placed in the instructor's file.

- 8.07 In the event the Board intends to suspend an instructor for more than part of a day or to discharge the instructor, the instructor's immediate superior, or designate of the Board, shall inform such instructor that a steward may be present. Failure to so inform the instructor shall not affect the validity of the suspension or discharge.



## ARTICLE 9

## SENIORITY

- 9.01 (a) For the purposes of this Agreement an instructor's seniority (other than that of a probationary instructor) shall commence with the date of the instructor's most recent hiring (other than as a result of a recall after a lay-off) by the Board and shall be maintained and accumulated so long as the instructor remains in the employ of the Board during:
- (i) a lay-off within any period during which the instructor was entitled to be recalled,
  - (ii) any sickness or accident,
  - (iii) any authorized leave of absence, and
  - (iv) any period of secondment to any other organization approved by the Board.
- (b) When a probationary instructor finishes the probationary period the instructor shall be entered on the seniority list and shall rank for seniority from the date the instructor was last hired.
- (c) A loss of seniority shall be deemed to have occurred if an instructor employed by the Board:
- (i) quits;
  - (ii) is discharged and is not reinstated by reason of the grievance procedure;
  - (iii) is laid off and not recalled within the times provided for in Article 9.05;
  - (iv) fails following a lay-off to notify the Board within seven (7) working days of the Board sending to the instructor a notice to return to work (such notice to be sent by registered mail to the instructor's last address on record with the Board) of the instructor's intention to return or fails to report for work on the date and at the time specified in such notice, which date is not sooner than said seven (7) working days.

9.02 Seniority lists shall be posted annually by the Board by January 30, and a copy thereof shall be sent to the Recording Secretary of the Local Union. Such list shall contain the work location and language of instruction of each instructor. The Human Resources Department shall also notify the President and Recording Secretary of the Local Union of all hirings (including the work location and percentage of teaching time of each new instructor), lay-offs, transfers, secondments, completion of probation and terminations of employment within two (2) weeks of reporting such actions to the Board and of receiving Board approval where required. Every May and November, the Board shall also provide to the President and Recording Secretary of the Local Union the addresses of all instructors who do not object to the release of such information.

9.03 A new instructor shall cease to be a probationary instructor on December 31st, the last day of the mid-winter break or June 30th, if by any of those dates such instructor has completed twelve (12) months of a school year in the bargaining unit. The time while the employee is on leave without pay (i.e., medical, maternity, adoption), shall not be included when determining the completed twelve (12) months. The probationary period may be extended for one school year by mutual agreement of the instructor and the Board.

9.04 Lay-off and Recall

In all cases of lay-offs due to a reduction in work force (other than lay-offs of a temporary nature, i.e. two (2) weeks or less) instructors shall be laid off within their language of instruction in reverse order of their seniority ranking, provided that the Board may retain sufficient instructors who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.

In all cases of recall after lay-off, instructors shall be recalled within their language of instruction in accordance with their seniority ranking, provided that they must have the necessary qualifications, ability, knowledge and skill to perform the jobs available.

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

<u>Period of Months</u>	<u>Service in Years</u>
12	up to 2
24	more than 2

Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the instructor requiring the instructor to report to work on a date not earlier than seven (7) working days after the date of such notice. If the instructor does not reply within said seven (7) working days or fails to report

for work at the time and date specified in the notice, the instructor shall be deemed unavailable and the next eligible instructor shall be called.

- 9.06 Should a local redundancy occur in a particular school, in a particular language of instruction, and should no instructor volunteer to transfer, then the Board will transfer the instructor in that language of instruction located at that school, who has the least seniority.

## ARTICLE 10

## REMUNERATION AND PERIOD OF WORK

10.01 (a) The annual salary of each instructor shall be as set out below:

Effective September 1, 2011

<u>STEP</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	33,576.00	35,493.00
1	36,274.00	38,032.00
2	38,977.00	40,848.00
3	41,974.00	43,381.00
4	44,669.00	46,199.00
5	47,372.00	48,734.00

**Effective September 1, 2016**

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	<b>33,912.00</b>	<b>35,848.00</b>
1	<b>36,637.00</b>	<b>38,412.00</b>
2	<b>39,367.00</b>	<b>41,256.00</b>
3	<b>42,394.00</b>	<b>43,815.00</b>
4	<b>45,116.00</b>	<b>46,661.00</b>
5	<b>47,846.00</b>	<b>49,221.00</b>

**Effective February 1, 2017**

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	<b>34,082.00</b>	<b>36,027.00</b>
1	<b>36,820.00</b>	<b>38,604.00</b>
2	<b>39,564.00</b>	<b>41,462.00</b>
3	<b>42,606.00</b>	<b>44,034.00</b>
4	<b>45,342.00</b>	<b>46,894.00</b>
5	<b>48,085.00</b>	<b>49,467.00</b>

**Effective September 1, 2017**

	<u>YEAR LEVEL 1</u>	<u>LEVEL 2</u>
0	34,593.23	36,567.41
1	37,372.30	39,183.06
2	40,157.46	42,083.93
3	43,245.09	44,694.51
4	46,022.13	47,597.41
5	48,806.28	50,209.01

**Effective September 1, 2018**

	<u>YEAR LEVEL 1</u>	<u>LEVEL 2</u>
0	34,939.16	36,933.08
1	37,746.02	39,574.89
2	40,559.03	42,504.77
3	43,677.54	45,141.46
4	46,482.35	48,073.38
5	49,294.34	50,711.10

**Effective February 1, 2019**

	<u>YEAR LEVEL 1</u>	<u>LEVEL 2</u>
0	35,288.55	37,302.41
1	38,123.48	39,970.64
2	40,964.62	42,929.82
3	44,114.32	45,592.87
4	46,947.17	48,554.12
5	49,787.28	51,218.21

**Effective August 31, 2019**

	<u>YEAR LEVEL 1</u>	<u>LEVEL 2</u>
0	35,465.00	37,488.92
1	38,314.10	40,170.49
2	41,169.45	43,144.47
3	44,334.89	45,820.83
4	47,181.91	48,796.89
5	50,036.22	51,474.30

10.01 (b) (i) Definition of Levels

Level 1 - Secondary School Diploma or equivalent and training in methodology acceptable to the Board. In determining equivalency, the years of schooling shall be considered; in determining acceptable methodology, training and/or experience in language instruction shall be considered.

Level 2 - Bachelor of Arts degree (3 year) from an accredited university in Ontario or acceptable to an accredited university in Ontario.

- (ii) Instructors holding less than the requirements set out in Level 1 shall be paid in Level 1.
- (iii) Instructors who wish to apply for Level 2 shall do so in writing to the Human Resources Department by November 30 of the school year for which upgrading is requested. Proof of Ontario University courses shall be provided by official transcripts. Proof of equivalency shall be provided by official letter from an accredited Ontario University.
- (iv) Instructors who as of October 8, 1991 were in Level 2 as defined in the 1989/91 Collective Agreement will be deemed to have the educational requirements for Level 2 above.

10.02 (a) The annual salary of each instructor as set in 10.01(a) shall be divided into twenty-six (26) equal instalments. These salaries include statutory holiday and vacation pay.

- (b) One instalment shall be payable on the Friday of every second week of the school year commencing with the Friday on which the Board's administrative payroll is due to be paid except that any instalment payable on a Friday which is a bank holiday shall be payable on the immediately preceding Thursday.

10.03 Unpaid instalments comprising the balance of the salary instalments due up to and including August 31 in each school year during the term of this Agreement shall be payable on the last school day of June of that year.

10.04 (a) In consideration of the salary set out in Article 10.01 above, instructors shall work those days determined by the Ministry of Education and the Board to be "school days" as that term is used in The Education Act.

- (b) It is understood and agreed that instructors may be requested from time to time to attend meetings called by their respective Principals or the Board and to perform certain extra-curricular activities, and that if the instructor agrees to such requests, no additional salary or overtime shall be paid.
- 10.05 An instructor who works only a portion of the "school days" in any particular year is entitled to be paid the instructor's salary in the proportion that the total number of "school days" worked bears to the whole number of "school days" in the year.
- 10.06 (a) Effective September 1, 2006 the agreement to provide that instructors will be credited with one year of experience for purposes of salary grid advancement provided they have worked at least at 60% time class during the previous school year.
- (b) Provided the Employer is able to address and satisfy any technical requirements for the implementation of the aforementioned provisions, the effective date for the revised granting of experience for salary grid advancement shall be September 1, 2006 rather than September 1, 2007 as otherwise proposed by the Employer.
- 10.07 (a) In the future, it is understood and agreed that the Board will have met its Pay Equity Maintenance obligation if Level 1 and Level 2 maximum salaries are not less than 99.3% of the job rate of the male comparator job as set out in the Memorandum of Settlement for Pay Equity dated April 26, 1991.

ARTICLE 11

HOLIDAYS

11.01 Instructors shall not be required to work on the following statutory holidays, and no amount shall be deducted from the pay which they are otherwise entitled to receive under Article 10 as the case may be as a result of the failure to work on such holidays:

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

Any other day declared as a school holiday by the Minister of Education and enjoyed by the Board's students.

It is understood that since the instructors are not required to work during the summertime they are not entitled to receive any additional pay for Canada Day, Simcoe Day or Labour Day.



ARTICLE 12

VACATIONS

12.01 It is understood and agreed that the salaries set out in Article 10 are annual salaries and that vacation pay is included inasmuch as the days worked are "school days" as defined by the school year adopted by the Board in accordance with the regulations made under The Education Act of Ontario and all school vacations are available to the instructors as paid vacations.

## ARTICLE 13

## SICK LEAVE PLAN

- 13.01 The sick leave plan appended hereto shall be available to the instructors. Paragraph 2 of Part 1 and paragraph 4 of Part 5 of such plan are subject to the grievance procedure set out in Article 7.
- 13.02 The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
- 13.03 An instructor who may be entitled to deduct one or more days of leave from any accumulated sick leave credits but does not have sufficient credits, the instructor may use in lieu thereof any current unused sick leave in anticipation of an accumulation of sick leave credits at the end of the school year. However, if at that time the instructor does not have any unused sick leave to accumulate, then that instructor's last instalment of salary for the school year shall be adjusted by the amount paid to the instructor during any such leaves.

## ARTICLE 14

## LEAVES OF ABSENCE

## Union Business

- 14.01 Upon written request by the Local Union to the Board given at least ten (10) days in advance, the Board will grant leave of absence without pay, if such leaves do not unduly interfere with the Board's operations, to instructors to attend Union conventions or seminars provided:
- (i) such leaves do not exceed an aggregate of thirty (30) working days in any calendar year provided the Director of Education may, at the request of the Local Union, grant an additional five (5) man-days in any calendar year;
  - (ii) no more than three (3) instructors are absent on such leaves at any one time and no more than one (1) instructor absent from the same school, and
  - (iii) no instructor is entitled to more than ten (10) such days off in any one calendar year, provided that such number of days off shall be increased up to fifteen (15) if the instructor requesting such additional days is an officer of the Local Union.
- 14.02 An instructor who is elected or appointed for a full-time position with the Union shall be granted a leave of absence without pay for a period of up to two (2) years, provided however, that the return from such leave will coincide with commencement of a school term. Such leave may be extended by the Board.

## Compassionate Leave

- 14.03 (a) The Board shall grant to an instructor requiring leave by reason of a death in the instructor's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild or any grandparent) up to five (5) working days without loss in pay for the purpose of attending the funeral;
- (b) The Board shall grant to an instructor requiring leave by reason of the death of an uncle, aunt, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the instructor up to two (2) working days without loss in pay for the purpose of attending the funeral.

## Statutory Pregnancy and Parental Leaves

- 14.04 (a) Statutory pregnancy and statutory parental leaves shall be granted in accordance with the Employment Standards Act (Appendix A). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in clause 14.07.

## Application for Pregnancy/Parental Leave

- (b) An instructor shall apply for pregnancy/parental leave through the principal to the appropriate superintendent of education on the Pregnancy/Parental Leave Request forms available from the Human Resources Department. In the case of a pregnancy leave, a letter from a physician indicating the approximate date of birth must accompany the request form. If a parental leave is requested, documentation verifying the date of adoption or date of birth must accompany the request form.
- (c) Instructors are encouraged to apply for leave for the entire duration of their leave at the same time. At least 30 days written notice should be given to the Board prior to the commencement of the leave. However, if the instructor had not applied for one or more leaves at the same time such instructor may on at least 30 days written notice apply for the further leaves as provided in this Article.

If unforeseen circumstances subsequently arise related to the health or the coming into custody, care and control of the child that require the instructor to take leave, the Board shall grant such leave provided such is verified in writing by a qualified medical practitioner or appropriate agency.

- (d) An instructor will be required to provide a letter from a physician certifying that she is able to resume full duties.

## Extended Parental Leave

- 14.05 (a) An instructor is entitled to the extended parental leaves set out below provided the following conditions have been met:
- (i) the instructor has successfully completed the probationary period, prior to beginning the statutory leave; and
  - (ii) the cumulative total of pregnancy, parental, and extended leave(s), including the extended leave being sought, do not exceed two calendar years.

- (b) First Extension - Subject to clause 14.05(a) and upon request of the instructor made thirty (30) days prior to the expiry of the statutory parental leave, the Board shall grant an extended parental leave until the end of the Christmas break next following or until August 31 next following as chosen by the instructor.
- (c) Second Extension - Subject to clause 14.05(a) and upon request of the instructor made at least thirty (30) days prior to the expiry of the first extended parental leave, the Board shall grant a second extended parental leave until the end of the Christmas break or until August 31.

#### Payment of Benefits

- 14.06 An instructor granted a statutory leave shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the instructor already enjoys unless the instructor elects not to do so. The Board shall continue to pay its share of the cost of such benefits during such statutory leave(s), but not during any extensions of such leaves. Such instructor shall assume the total cost of these benefit plans for any period of leave that exceeds the above mentioned periods if the instructor elects to remain covered under such benefit plans.

#### Supplementary Plan

- 14.07 An instructor taking pregnancy/parental leave under this Article who is subject to a waiting period of at least two weeks before receiving EI pregnancy/parental benefits shall receive an allowance, upon appropriate verification to the Board. This allowance shall be the same amount as the instructor receives in benefits from the EIC for a two week period.

#### Personal Leave

- 14.08 An instructor may be granted a leave of absence for personal reasons (including a leave to attend an accredited educational institution) other than illness or accident without pay if the completed application therefor is approved by the appropriate official of the Board. Such application should be sent to the Field Centre superintendent of education concerned at least fifteen (15) days prior to the requested leave, provided that in unusual circumstances the Board may waive such fifteen (15) day requirement. If such leave is for urgent personal business and is recommended by the Field Centre superintendent of education and approved by the Superintendent of Education, Human Resources, the instructor may elect to have deducted from any sick leave credits up to two (2) days per calendar year with no loss in pay resulting therefrom or to take such leave without

- pay. If the instructor returns to work within sixty (60) days from the commencement of such leave, the instructor shall return to the instructor's position, unless such has become redundant, in which case a comparable position would be offered by the Board, and shall be entitled to any salary adjustments to which the instructor would have been entitled if the instructor had not been absent on leave.
- 14.09 Where an instructor is unable to arrange for anyone other than the instructor to care for a member of the instructor's immediate family (as defined in section 14.03(a)) who is seriously ill, such instructor may, with permission of the instructor's principal, use up to a maximum of five (5) accumulated sick leave days, if any, per illness to care for such member. On request, the instructor shall furnish acceptable evidence of such illness.
- 14.10 Special time off shall be granted to instructors for the purpose of writing university or similar examinations or attending the instructor's own graduation.

#### Other

- 14.11 (a) An instructor who is quarantined, called for jury duty or is subpoenaed as a witness in a matter in which the instructor is not a party or not the accused and who as a result thereof loses time from work shall be entitled to the instructor's salary notwithstanding such absence from work. In the case of a call for jury duty or service of a subpoena, the instructor will furnish to the Board proof of such call or service.
- (b) If an instructor is charged with a criminal or quasi-criminal offence and is not found guilty of the offence or any other offence, or if the charge is withdrawn, such instructor shall be entitled to draw on the instructor's accumulated sick leave credits for the number of days that the instructor was absent from work because the instructor was in attendance at Court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the instructor has the option of electing to be tried in night court.
- (c) The Board shall reimburse an employee's legal costs where the employee has been charged with a criminal or quasi-criminal offence related to or arising out of employment with the Board and the employee is acquitted, the charge is unconditionally withdrawn or the case is dismissed.
- 14.12 An instructor who is on any leave without pay for any reason other than illness or accident in excess of fifteen (15) working days or an instructor who is on leave without pay in excess of thirty (30) working days by reason of sickness or accident not covered by Workplace Safety and Insurance may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health and life insurance plans if the instructor pays the total cost of premiums therefor.

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

- (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the instructor's participation in the Plan;
- (4) during such work year of the leave of absence the Board shall
  - A. pay the instructor all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 10.02, as the instructor may direct, and
  - B. pay that portion of the premiums payable for the benefit plans set out in sections 15.01, 15.02, 15.03 and 15.04 which it would have paid if the instructor were not on leave;
- (5) the instructor shall pay that portion of the premiums payable for such benefit plans which the instructor would have paid if the instructor were not on leave and the instructor's contributions to the Ontario Municipal Employees Retirement System (or the Teachers' Superannuation Plan, if applicable);
- (6) subject to any other provisions of the collective agreement, on the instructor's return from the leave, the instructor shall be returned to the municipality in which the instructor was employed immediately prior to such leave, if in the view of the Board it is practicable;
- (7) during such leave, the instructor's seniority shall accumulate but for the purposes of Article 10 the period of such leave shall not be regarded as experience;
- (8) the instructor shall not be entitled to any sick leave credits during the period of such leave but on the instructor's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- (9) an instructor declared redundant under Article 9.06 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The instructor shall then be paid within sixty (60) days a lump sum equal to the instructor's contributions plus interest accrued to date of the withdrawal;



- (10) the instructor may withdraw from the Plan
  - A. provided no replacement for the instructor has been engaged by the Board,
  - B. but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board;
- (11) notwithstanding the foregoing, the Board may, if it is unable to employ an instructor as a suitable replacement for the participating instructor who is on leave, defer such leave for up to one (1) year. In such event the participating instructor may withdraw from the Plan and the instructor shall then be paid within sixty (60) days a lump sum equal to the instructor's contribution plus interest accrued to the date of such withdrawal;
- (12) if a instructor dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the instructor's personal representative, in the event of the instructor's death, or the instructor shall be paid such lump sum and interest accrued up to the date of the instructor's death, retirement, dismissal, termination or leaving, as the case may be;
- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any instructor entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by her in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the instructor.

## ARTICLE 15

## BENEFITS

**NOTE: Please refer to the Employee Self Service Portal, the TCDSB Intranet, and Part A of the Collective Agreement for explanation of Health Benefits coverage.**

- 15.01 (a) The Board shall pay 75% of the premiums in effect for LTD with the following features.
- (i) benefit - 75% of regular annual wage with any benefit from E.I., CPP, Workplace Safety and Insurance or similar sources to be integrated in such a way that total income from all these sources does not exceed 75% of annual wage;
  - (ii) qualifying period - 90 working days;
  - (iii) definition of disability - disability which prevents the employee from doing regular work for a period of two years and doing related work for the third year;
  - (iv) the plan will cover full time employees who are on the active payroll and not in receipt of Workplace Safety and Insurance;
  - (v) participation - mandatory participation by all employees who are eligible, except that if an employee is not actively at work when the insurance would otherwise take effect, the insurance will take effect on the next day on which the employee is again actively at work; AND
  - (vi) for a period of twelve (12) months following the date of enrolment in the LTD Plan, an employee is not entitled to benefits if the disability results from a condition for which the employee was treated during the three (3) month period preceding the date of enrolment.
- 15.02 Effective upon ratification the Board shall continue the Great West Life Dental Plan based on the applicable 2004 Ontario Dental Association (ODA) tariff; with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person. The Board shall pay 100% of the premiums for the basic plan with Riders 1 and 2, and the major restorative and orthodontic riders.

Effective December 1, 2008 ODA to be updated to 2005;  
 Effective September 1, 2009 ODA to be updated to 2006;  
 Effective September 1, 2010 ODA to be updated to 2007;  
 Effective September 1, 2011 ODA to be updated to 2008.

15.03 The Board shall continue the existing Great West Life Semi-Private Plan and the Great West Life Extended Health Plan with the deductible of \$10 and \$20 and the Great West Life \$250/24 Vision Care Plan, and pay an amount equal to 100% of the premium in force on June 1, 2004.

- i) Effective December 1, 2008 premiums at the June 1, 2005 level;
- ii) Effective September 1, 2009 premiums at the June 1, 2006 level;
- iii) Effective September 1, 2010 premiums at the June 1, 2007 level;
- iv) Effective September 1, 2011 premiums at the June 1, 2008 level.

15.04 The existing Group Life Insurance Plan shall continue to cover an amount equal to three times salary. With respect to the premium payable on the first \$25,000 of coverage the Board shall contribute an amount equal to 100% of the premium in force on June 1, 2004:

- i) Effective December 1, 2008 premiums at the June 2005 level;
- ii) Effective September 1, 2009 premiums at the June 2006 level;
- iii) Effective September 1, 2010 premiums at the June 2007 level;
- iv) Effective September 1, 2011 premiums at the June 2008 level.

Each instructor shall pay the balance of the premiums required to be paid for that instructor's insurance coverage.

An instructor who is absent from work due to an illness or accident for more than five months is required to notify the Board's Benefits Department thereof in writing. Failure to do so may negate the instructor's coverage under such plan.

Effective September 1, 2005 benefits coverage outlined in Article 15.02 and 15.03 shall be extended to dependents up to the age of twenty-five (25) who are enrolled full-time in a post secondary school institution.

15.05 The Extended Health Care Plan set out will include an annual aggregate of \$500 per person for all of the following: psychologist, speech therapist, podiatrist, acupuncture, chiropractor, registered massage therapist, osteopath, naturopath, chiropractor, and physiotherapist.

- 15.06 The portion of a E.I. rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article. The Board will provide the Union with an annual statement of the amount of any such rebate.
- 15.07 The Board shall have the right to determine the carrier for any of the benefit plans covered in this Article except OHIP provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Union any plan changes before they are implemented.
- 15.08 The Board shall continue to contribute on behalf of its instructors as required by the Ontario Municipal Employees' Retirement System including Supplemental Type 1.
- 15.09 (a) Instructors required to use their vehicles for approved travel in connection with their assignment, shall be paid a travel allowance at the following rate:
- \$0.36 per kilometre for the first 5,000 kilometres in a calendar year, and
- \$0.29 per kilometre for subsequent kilometres travelled.
- (b) An instructor entitled to a reimbursement shall have public liability and property damage insurance for the vehicle in the amount of \$500,000 or such other amount as the Board's insurance brokers may recommend to the Board from time to time. If requested, the instructor shall furnish evidence of this insurance to the Board.
- 15.10 If the Board determines in its discretion that a car is not essential to an itinerant instructor, the Board shall reimburse such instructor for public transportation costs.
- 15.11 Employees terminating benefit plan coverage during leaves of absence must re-apply for such coverage, if so desired, upon their return to work.
- 15.12 All employees regardless of age, will be eligible to enrol in the dental and extended health care plans.

## ARTICLE 16

## MISCELLANEOUS

- 16.01 All correspondence between the Board and the Local Union arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Education, Human Resources and the President and Recording Secretary of the Local Union with copies to the Director of Education of the Board and the National Representative of CUPE assigned to the Local Union.
- 16.02 If, subsequent to entering the employ of the Board, an instructor takes an educational course at the written request of the Board, confirmed by the Superintendent of Education, Human Resources, the Board will pay 100% of the cost of such course.
- 16.03 The Board shall supply sufficient copies of this Agreement for all instructors in the bargaining unit and to each new instructor at the time of hiring.
- 16.04 A Union-Management meeting between officers of the Local Union and representatives of management may meet periodically to discuss matters of mutual concern. The party requesting the meeting shall provide a proposed agenda with any request for such meeting. When meetings are held during an instructor's working hours, no loss of pay will result.

Such meeting shall be convened within thirty (30) days of either party giving notice to the other. Except as may be agreeable to the other party, neither party shall request more than two (2) meetings per year. Either party may place items on each agenda.

It is understood that one such meeting shall be called for on an annual basis in order to review and to discuss those health benefits outlined within the collective agreement including issues related further to the Workplace Safety and Insurance Act.

It is understood that the representatives at the Union-Management meeting do not have the authority to amend the collective agreement.

The Board agrees to consult with the Union prior to the implementation of any major changes in the model of extended day program delivery for the International Languages Program (Elementary Schools). Such consultation shall occur by means of a Union-Management meeting called by Management and shall be in addition to the regular Union-Management meetings referred to elsewhere in this article.

- 16.05 An instructor shall not be required to replace a member of the teaching staff.
- 16.06 (a) If an instructor is required to instruct and/or supervise more than 260 full time students, such instructor will not be required, on an on-going basis, to instruct and/or supervise, more than 36 students in a classroom at any one time during an instructional period.
- (b) A full time student in part (a) above, is one who is instructed in an International Languages Program (Elementary Schools) for an average of 30 minutes per day. A student instructed for an average of less than 30 minutes per day shall be prorated accordingly.
- (c) In recognition of the fact that there is no planning and evaluation time allotted to instructors, instructors will not be required to perform bus duties nor to supervise during the morning or afternoon school recess period or during the lunch period.

## ARTICLE 17

## HIRING THE DISABLED

- 17.01 In the event that the Board wishes to employ an instructor or arrange for the return to work of an instructor who has a disability that constitutes a handicap (as defined in section 9(b) of the Human Rights Code) in the performance of any work to be done by such instructor for the Board, the Board may, with the consent of the Union and the instructor concerned, enter into an arrangement which provides for an annual salary, allowances and benefits different from those provided in this agreement. Such arrangement is to be reviewed at least once a year.

ARTICLE 18

SEXUAL HARASSMENT

- 18.01 The Sexual Harassment Policy and complaint procedure as established by the Board and as amended from time to time shall apply to all instructors covered by this collective agreement.
- 18.02 The Board and all employees recognize that every employee has the right to freedom from assault in the workplace. The policy statements of the Board on Safe Schools Policy shall apply to all employees covered by this Collective Agreement.



## ARTICLE 19

## PROFESSIONAL DEVELOPMENT

19.01 During the school year, provided the Board designates at least one (1) day as a board-wide professional development day, it is the Board's intention to organize for one (1) of such days a program related to the functions of instructors.

If the Board does not designate a day as a board-wide professional development day, it will nevertheless attempt to give each instructor an opportunity to participate in one (1) professional development day per school year related to the functions of instructors.

19.02 The Board will pay the cost of prior approved courses. Any funds granted to an instructor for such purpose shall be in accordance with the following:

- (i) the applicant shall have a minimum of five (5) years experience with the Board;
- (ii) applications shall be submitted in writing to the Superintendent of Education, Staff Development, not later than June 30 for courses to be taken during the following 14 months. (Note: only a general outline of proposed program or course is necessary for initial approval.);
- (iii) selection shall be made by a committee comprised of equal numbers of instructors and the Board's administrative officials but not more than three (3) each;
- (iv) the committee shall make recommendations to the Director of Education taking into consideration the high quality of service of applicants and relative lengths of service of applicants.
- (v) evidence of completion of the approved course.

19.03 If, subsequent to entering the employ of the Board, an instructor takes an educational course at the written request of the Board, confirmed by the Superintendent of Education, Human Resources, the Board will pay 100% of the cost of such course.

## ARTICLE 20

## JOB POSTING

20.01 Where a permanent vacancy for a position which is 80% or more basic time class occurs and the Board determines to fill such vacancy or a new position within the bargaining unit is established, such vacancy shall be posted for a period of 15 consecutive calendar days with a copy to the President and Recording Secretary of the Union. Applications for such vacancy shall be made in writing within a 15 day period referred to herein.

20.02 The Board shall consider the following two factors in determining which employee is to be selected:

- (i) relative seniority of the applicants; AND
- (ii) the ability, knowledge, training and skill of the applicant to do the job.

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

20.03 The position must be filled by the successful candidate by September or January following the posting. The vacant position may be filled on a temporary basis from the time vacancy occurs until the date on which the successful candidate starts in the position.

20.04 A job shall not be considered vacant for posting where the employee is on vacation, or on secondment, is absent due to illness or leave of absence, or on lay-off subject to recall.

20.05 It is understood that temporary vacancies, as outlined in 20.04 are expected to be filled on a temporary basis, and will not be posted.

ARTICLE 21

TERMINATION

21.01 Save as otherwise set out, this Agreement shall become effective on the 1st of **September, 2014** and shall terminate on the **31st of August, 2019**.

ARTICLE 22

NOTICE OF RENEWAL

22.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested.

22.02 For the purpose of sending proper notices herein, the following shall be the addresses of the respective parties:

**Director of Education**

Toronto Catholic District School Board  
80 Sheppard Avenue East  
**Toronto, Ontario**  
M2N 6E8



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

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

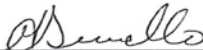
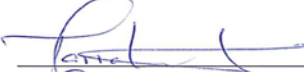
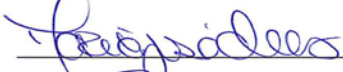


IN WITNESS WHEREOF the Board has caused its corporate seal to be affixed hereto under the hands of its proper officers authorized in that behalf and the authorized representatives of the Union and of the Local Union have hereunto set their hands and seals.

EXECUTED AT TORONTO as of the date first above written.

FOR THE BOARD

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Margherita DiStasio  
\_\_\_\_\_  
Carla Marchetti  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## APPENDIX A

TORONTO CATHOLIC DISTRICT SCHOOL BOARD  
PLAN FOR SICK LEAVE AND  
RETIREMENT GRATUITY

## PART 1 - GENERAL

1. Under authority of section 39 of the School Administration Act, 1967, now The Education Act, a plan for SICK LEAVE AND RETIREMENT GRATUITY based on sick leave credit was revised as of September 1, 1969, for every employee eligible under section 5 hereof and, subject to the final authority of the Board, the administration of the plan shall be vested in the Director Education.
2. The Director of Education shall have the power to do and perform all things necessary for the conduct of the plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this plan and to compute upon severance of employment, the gratuity, if any, payable to the employee.
3. The Director of Education shall direct that records of sick leave credits, accumulated sick leave and deductions therefrom be maintained.
4. In the case of dispute with respect to any matter concerning the operation of this plan, the decision of the Board shall be final.
5.
  - (a) All employees of the Board or the permanent or probationary staff other than those subject to other agreements shall be included under this plan.
  - (b) Persons employed on a part-time basis shall be included under this plan. The benefits will be calculated on a pro rata basis. A supply secretary who is assigned to a particular school or other place of work for at least three continuous months shall be eligible for two days of paid sick leave on the basis referred to in Article 13 of the collective agreement but may not accumulate any unused sick leave beyond the period of such assignment.
  - (c) Temporary employees who are employed for a specific period of time shall be entitled to sick leave credits on a pro rata basis. However, temporary employees who are employed on a day-to-day basis, or at any hourly rate of payment, shall not be included under this plan.

6. Sick leave credits shall be calculated for a working year of ten (10) months from September 1 at the rate of two (2) days per month. Sick leave credits shall be calculated for a working year of more than ten (10) months from January 1 at the rate of two (2) days per month. For any employee commencing employment after the first day of the working year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the working year.
7. The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
8. At the commencement of employment, and at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month.
9. One hundred per centum (100%) of unused sick leave may be accumulated.
10. While an employee is on leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credits that may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon the employee's return from such leave or upon being rehired subsequent to being recalled.

## PART 2 - INITIAL CREDIT AND TRANSFER

1.
  - (a) Cumulative Sick Leave Plan in operation prior to September 1, 1969, will be credited to the employee's account in the revised plan.
  - (b) Initial credits shall apply to employees of the Board on September 1, 1969.
2. Where an employee of a municipality or local board, which has established a sick leave credit plan under The Municipal Act or similar legislation, becomes an employee of this Board on or after the effective date of this plan (September 1, 1969) said employee shall be entitled to have placed to the employee's credit in the plan of the municipality or local board by which the employee was previously employed to the maximum allowed under the Toronto Catholic District School Board plan.
3. Where an employee of this Board becomes an employee of another board or municipality, said employee shall be entitled to a transfer of the employee's sick leave credit to the sick leave plan, if any, of the new employer. (Ref. The Municipal Act, section 386, paragraph 49)

4. No transfer into, or out of, the sick leave credit plan of this Board shall be made if the employee receives from the first of the two employers a gratuity or other allowance paid in respect to accumulated sick leave.
5. In the event of re-employment of an employee, the Board shall reinstate the accumulated sick leave allowance held by the employee on resignation, provided that the employee has not had intervening employment that interrupted the continuity under which such sick leave credits are accumulated and that the period of non-employment does not exceed six (6) months from the date of resignation.

### PART 3 - ABSENCE WITH DEDUCTION FROM SICK LEAVE CREDIT

1. Absence for illness of the employee for a period of three (3) consecutive working days or less may be certified by the school principal or by the official of the board in charge of the appropriate department. Absence over three (3) consecutive working days must be certified by a qualified medical or dental practitioner and it is the responsibility of the employee to provide this evidence to the Board within five (5) days after returning to duty. The Board reserves the right to have a medical practitioner of its own choice make an examination of an employee at any time before allowance for sick leave is given or while benefits from the plan are being received.
2. Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to said employee's credit in the sick leave plan.
3. If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

### PART 4 - WORKPLACE SAFETY AND INSURANCE

Under the Workplace Safety and Insurance Act this Board provides protection for its employees for loss of salary due to injury sustained in the course of duty. Absence of one working day or less will be charged to sick leave credit. Absences in excess of one day will not be charged to sick leave credit.

## PART 5 - RETIREMENT GRATUITY

1. An employee upon retirement or death shall be entitled to a gratuity based on the unexpended portion of the employee's sick leave credit (less any accumulated credits which have been used for leave purposes) in accordance with the following:
  - (i) the employee's normal weekly salary at the time of retirement or death shall be divided by 5. The result shall be multiplied by the number of unused accumulated days of sick leave times the applicable of the following percentages:

Year of Service	Percentage of Leave Credits
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	12
12	14
13	16
14	18
15	21
16	24
17	27
18	30
19	33
20	36
21	39
22	42
23	45
24	48
25	50

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



- (ii) the said gratuity shall be payable:
    - A. upon the death of an employee to the beneficiary named in the employee's life insurance policy with the Board, and
    - B. upon the retirement at age 55 years or more of an employee on an OMERS pension to such employee;
  - (iii) employees on staff as of June 30, 1969, may have their sick leave accumulated and their retirement gratuity calculated on the plan in force on June 30, 1969;
  - (iv) no employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one-half the number of days standing to the employee's credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment (ref. The Education Act and the Municipal Act);
  - (v) the computation of the gratuity shall be based only on sick leave accumulated in service with this Board.
2. The retirement gratuity shall be paid in one amount on the first of the month following termination of employment, according to the option of the employee.
  3. In the event of the death of an employee, the retirement gratuity calculated on the cumulative sick leave credits at the time of death shall be paid to the beneficiary named in the employee's Group Life Insurance Policy.
  4. The Board shall have the right at all times to withhold payment of a gratuity to a person discharged for reasons which the Board may deem to have moral or legal implications.

#### PART 6 - AMENDMENT OR REPEAL

The Board reserves the right to amend, repeal or re-enact any clause of the plan.

## APPENDIX B

## LETTER OF UNDERSTANDING

WHEREAS the Board has been informed by Human Resources Development Canada (HRDC) that the Supplemental Employment Insurance Benefit ("SUB") Plan respecting pregnancy and parental leaves under the said collective agreement does not meet all the conditions of subsection 57(13) of the Employment Insurance Regulations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter expressed and contained, the Board and the Union do covenant, undertake and agree the one with the other as follows:

1. Instructors must apply for and must be in receipt of employment insurance benefits to receive payments under the SUB Plan within the meaning of s.57(13)(c) of the Employment Insurance Regulations.
2. Instructors have no vested right to payments under the SUB Plan except to payments during a period of unemployment specified in the SUB Plan within the meaning of s.57(13)(h) of the Employment Insurance Regulations.
3. Payments to Instructors respecting guaranteed annual remuneration or respecting deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan within the meaning of s.57(13)(i) of the Employment Insurance Regulations.

APPENDIX C

September 2003

Re: Salary Grid Restructuring

LETTER OF UNDERSTANDING

During the past few years, the parties have discussed their mutual concern with regard to the level of provincial funding for the International Languages Extended Day Program.

Further to the negotiations for the renewal of the collective agreement during the 2002-2003 school year, the parties agreed to restructuring the salary grids as outlined in Article 10.

It is further understood and agreed that with the salary grid restructuring, individuals at Level 2, Step 8 or greater shall be grandfathered. Individuals currently at Level 2, Step 7 or less shall proceed through the grid and its steps to Step 7 which will become the maximum upon ratification of the agreement.

APPENDIX D

LETTER OF UNDERSTANDING

RE: CALLING OUT OF STUDENTS/ABSENCE REPORTING

Board and the Union agree to meet within 60 days of the date of ratification at a Union/Management meeting to discuss certain issues including the calling of the students out of the International Languages classroom and the absence reporting form.

## APPENDIX E

## LETTER OF UNDERSTANDING

## PROFESSIONAL DEVELOPMENT ALLOCATION

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

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

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

APPENDIX F

LETTER OF UNDERSTANDING

CONTINUING EDUCATION AND INTERNATIONAL LANGUAGES  
INSTRUCTORS

(September 2009 Enhancements)

- The parties note the government's intention, conditional upon the approval by the Lieutenant-governor-in-Council, to enhance the funding benchmarks for the Continuing Education and the International Languages, Elementary components of the Continuing Education and Other Programs Grant in the GSN by 3.5% in 2009-2010.
- The Parties agree that this incremental funding shall be used in local bargaining for improvements in working conditions for education support workers delivering continuing Education and International Languages programs.
- The Parties further agree to establish a joint committee following January 1, 2009 to determine how such additional funding will be implemented.
- The Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

## APPENDIX G

BENEFITS AND OTHER WORKING CONDITIONS ENHANCEMENT  
(September 2010)

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

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

The joint committee, although not limited to, shall address the following area for consideration relative to the expenditure of the enhanced funding in this regard, namely-

- Health and dental plan premiums paid at September 1, 2010 levels.

APPENDIX H

LETTER OF AGREEMENT

CONTRACTING OUT

In the event the Board proposes to contract out any work normally performed by employees, the Board shall notify the Local Union at least two months in advance, where possible, and discuss with the Union such proposal or decision. No bargaining unit work shall be contracted out without prior consultation with the union.



## APPENDIX I

## DEFINITION OF

## OMERS CONTRIBUTORY EARNINGS

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

Contributory earnings must include all regular earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected to normally occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchasable service;

- Stand-by pay/call in pay (pay for being on call, not pay for hours worked when called in) [where this pay is in relation to duties that are an extension of the member's normal job];
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.