

Proposals of 2022 Central Bargaining

**Canadian Union of Public Employees/OSBCU (Ontario School Board
Council of Unions)**

The Crown and the Council of Trustee Associations

Superior provisions in local collective agreements will prevail, any proposal from the union is without prejudice to CUPE's charter challenge.

These proposals are without prejudice and precedent. The union reserves the right to alter, amend, or delete these proposals or table new proposals during this negotiation.

:kw/cope491

OSBCU – Bargaining Proposals – 2022

Wages Proposal

1. Increase of \$3.25 per hour to wages for all members in each year of the collective agreement. Where local agreements express wages as weekly, biweekly, or as an annual salary, wage increases will be determined:
 - a. Weekly: weekly income will be increased by $\$3.25 \times$ the number of hours per week for the position (as stated in the local collective agreement).
 - b. Bi-Weekly: bi-weekly income will be increased by $\$3.25 \times$ the number of hours per week for the position (as stated in the local collective agreement) $\times 2$.
 - c. Annual: $\$3.25 \times$ the number of hours per workday (as stated in the local collective agreement) \times the number of workdays per year (e.g., where employees are paid their annual salary over 12 months, the number of workdays would be 260)
2. Any wages currently below minimum wage (\$15/hour) in their existing collective agreements shall be moved to the minimum wage prior to the general wage increases outlined in (1) above. For clarity, on September 1, 2022, the lowest wage in the sector will be \$18.25/hour.
3. All employees will be moved to the highest wage in wage grids in local collective agreements and wage grids will be eliminated such that all employees will be paid the single job rate for all classifications.
4. All casual and temporary employees will be paid the same wage rate as permanent employees.
5. All overtime will be paid at 2-times the regular job rate.

Proposed LOU – Provincial Working Group Wages

In recognition of:

- a. The fact that collective bargaining on all compensation issues is now done centrally, and;
- b. Local wage rates are currently based on historical patterns of collective bargaining at the local level that included trade-offs on a variety of compensation issues, and;
- c. Some issues of total compensation (e.g., benefits) have already been harmonized for all members, and;
- d. The work done by employees in the same job classification is broadly similar, regardless of the school board that employs them, and
- e. The same GSN funding formulas are used for all boards.

The Parties agree to establish a Provincial Working Group on Wage Rates with the goal of making recommendations on how to move to provincial wage rates for all classifications. The committee will prepare a report that will be presented to CUPE/OSBCU, the Council of Trustee Associations, and the Crown no later than May 31, 2025.

The committee will meet no less than once per month, starting in the month of ratification of the central agreement, until the final report is submitted to the Parties.

C14.00 ~~SPECIALIZED~~ Wage Adjustments ~~JOB CLASSES~~

14.01 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~~ shall adjust compensation for that job class. For clarity, local market value assessment will include public and private sector jobs beyond the school board sector.

14.02 Where wages for any job classification at a school board are lower than the wage rate at a school board that shares the same geographic area, wages shall be increased to the rate at the school board with the higher rate of pay.

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

- e) ~~No individuals who retire after the Participation Date are eligible. The Parties will amend the Trust Agreement to empower the Trustees of the CUPE EWBT to make retirees eligible for post-retirement benefits on a basis to be determined by the Trustees.~~

C5.2 Funding

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

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

~~Funding will be made retroactive to September 1, 2019.~~

On September 1, 2022, the FTE contribution rate will be immediately increased to \$6592.31. Funding increases for September 1, 2022 shall be based on this newly established contribution rate.

On September 1, 2022, all FTE that are currently excluded from CUPE EWBT funding shall be included in the employers' contributions to the Trust.

- September 1, 2022: 7% (\$7,053.77 per FTE)
- September 1, 2023: 7% (\$7547.53 per FTE)
- September 1, 2024: 7% (\$8,075.86 per FTE)

Funding increases shall be applied upon ratification of the central agreement.

- ~~e) Funding changes described in a) and b) are contingent on the CUPE EWBT agreeing that any enhancements to the CUPE Benefit plan shall be consistent with the following parameters:~~
- ~~i) The Claims Fluctuation Reserve (CFR) shall not decrease below 25% of total CUPE benefit plan costs for the prior year and,~~
 - ~~ii) the three year actuarial report does not project a structural deficit in the plan. A structural deficit is defined as benefit plan expenses exceeding revenues adjusted for time limited changes to plan expenses or revenues.~~

C5.3 Cost Sharing

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

Any cost sharing or funding arrangements regarding the EI rebate will remain status quo. Within 60 days of the ratification of local agreements school boards and local unions will be required to renew any agreements they have regarding the use of EI rebates. Where no agreement can be reached between the school board and the local union the EI rebate will be remitted to the CUPE EWBT.

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal

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

Paid Vacations

1. The parties agree that where local collective agreement language currently exists that provides a superior benefit for vacation, that language will prevail. For clarity, where a local collective agreement provides for more days of vacation in any year that is greater than that listed in the following grid, the local collective agreement will prevail.
2. An employee who has completed continuous service with the Board, shall receive vacation with pay in accordance with the chart below.

Length of continuous service as of June 30 in each year	Vacation entitlement with pay per year
Less than 3 years	2 weeks or 4% vacation pay in lieu of paid vacation
3 -8	3 weeks or 6% of vacation pay in lieu
9 -16	4 weeks or 8% of vacation pay in lieu
17 - 24	5 weeks or 10% of vacation pay in lieu
25-29	6 weeks or 12% of vacation pay in lieu
30+	7 weeks or 14% of vacation pay in lieu

Leaves of absence

The parties agree that where local collective agreement language currently exists that provides a superior benefit for the leaves of absence listed below, that language will prevail. It is further understood that any additional leaves not listed below that are currently in Local Agreements shall remain status quo.

Bereavement leave

1. All employees shall be granted five (5) regularly scheduled workdays leave without loss of salary or wages in the event of the death of an employee's spouse, parent, step-parent or foster-parent, a child, step-child or foster-child, a grandparent, step-grandparent, grandchild or step-grandchild, the spouse of the employee's child, the employee's sibling, child, step-child, legal guardian, parent, spouse, sibling, mother-in-law or father in-law, grandparent or grandchild, son-in-law, or daughter in-law. A relative of the employee who is dependent on the employee for care or assistance.
2. All employees shall be granted one (1) regularly scheduled workday for a family member not listed above, a colleague or a friend.

Quarantine leave

1. All employees required to quarantine shall be treated as on an approved leave of absence with pay for the duration of the quarantine without deduction from their sick leave.

Jury and Witness Duty

1. All employees shall be granted leave of absence with pay to serve as a juror or a witness in any legal proceeding.

Union Leave – Central (OSBCU)

1. An employee elected for a full-time position with the OSBCU will be granted a twelve (12) month full time leave of absence without pay by the Board that employs them. Employees elected to full-time positions within the OSBCU will continue to accrue seniority within their Board during the period of their leave. Such leave shall be renewed each year on request during his/her term of office.
2. It is recognized that there will be occasions when elected officers of the OSBCU who are not in full time positions require unpaid leave of short duration for specific requirements related to OSBCU business. Requests for such leave will be made with reasonable notice to the employee's Board and shall be granted.

3. OSBCU will appoint employees from across the province to support the work of the OSBCU. These appointments require unpaid leave. Requests for leave for these employees will be made with reasonable notice to the employee's Board and shall be granted.
4. The OSBCU holds a convention every year and 2 in bargaining years. It is understood that every member of the OSBCU executive must attend the convention(s) and will therefore be provided unpaid leave to attend by the Board that employs them.
5. OSBCU leave shall not be counted against local caps on union leave.

Indigenous Employees

Elections:

In accordance with the Canada Elections Act, Indigenous employees will be provided time off work to vote in local, regional, and national elections as indicated by the governing Indigenous authority, in addition to municipal, provincial and federal elections.

Holidays:

1. Indigenous employees will be provided with paid leave to attend to Indigenous cultural/ceremonial events.
2. The parties recognize the right of Indigenous governing bodies to declare paid holidays. Such holidays will be honored for Indigenous employees.

Premiums

1. The parties agree that where local collective agreement language currently exists that provides a superior benefit for each premium listed below that language will prevail, and those premiums will be increased by 10%.
2. It is further understood that any additional premiums not listed below that are currently in Local Agreements shall remain in those agreements and be increased by 10%.

Callback/Reporting Pay

1. Employers shall pay an employee who is directed to report to work outside regular working hours the overtime rate of pay. Employees shall be paid no less than three (3) hours of pay upon reporting to work whether that employee is required to perform any work after so reporting.

Shift Premiums

1. Employers shall pay \$0.65 per hour for any worker required to work the afternoon or night shift.

Allowances

1. The parties agree that where local collective agreement language currently exists that provides a superior benefit for allowances listed below that language will prevail, and those allowances will be increased by 10%.
2. It is further understood that any additional allowances not listed below that are currently in Local Agreements shall remain in those agreements and be increased by 10%.

Meal

1. All employees who work 2 or more hours of overtime shall be entitled to a \$10.00 meal premium.

Mileage

1. Any employee who is required and authorized by their employer to use a personal vehicle in the performance of their duties shall have their mileage expenses paid at the current CRA rate.

Uniform

1. Employers requiring uniforms to be worn will provide those uniforms to employees, including one (1) replacement per year for lost or damaged uniforms.
2. Employers who do not wish to provide a uniform but who require that one be worn shall provide a yearly allowance of \$250 for the purchase of that uniform.

Protective Clothing

1. Personal protective clothing, including safety footwear shall be provided to each employee required by the Board to wear it.
2. Employers who do not wish to provide safety footwear to their employees shall pay \$250.00 per year to any employee that is required to wear safety footwear.

Tools

1. Employers shall provide tools to the employees who require them.

Equipment/Internet

1. Employers shall provide any equipment that employees require to perform their job, including but not limited to computers, tablets, or cellular phones.
2. Where employees are required to use their own data/wifi for the purpose of performing their job, these costs shall be reimbursed up to \$100.00 per month.

Working Conditions

Work Hours/week

Where local collective agreement language currently exists that provides a superior benefit about the hours of work, that language will prevail.

1. All full-time employees in the following categories shall be given a minimum of 35 hours a week:
 - a. Education Assistants
 - b. Early Childhood Educator
 - c. Secretaries
 - d. Library Technicians
 - e. Child and Youth Workers
 - f. Communication Disorder Assistants
 - g. Food Service Workers
2. All full-time employees in the following categories shall be given minimum of 40 hours a week:
 - a. Custodians
 - b. Cleaners
 - c. Maintenance/Trades
 - d. Information Technology Staff
 - e. Central Administration
3. All full-time employees whose core duties are directly related to student/learner instruction shall be provided 30 uninterrupted minutes of paid time during each school day of preparation time.
4. Changes to the hours of work shall not result in any job losses.

Work Year

1. Work year as defined in the Local Agreement shall remain status quo except for the following as related to 10-month employees.
2. All 10-month employees shall receive an additional week of work, five-business days prior to the start of the school year.
3. The definition of work year for 10-month employees shall be adjusted in the Local agreements to reflect additional weeks worked in the summer months. Those weeks shall be considered part of the work year for those employees.

Staffing

1. A DECE shall be assigned to every kindergarten class regardless of class size, this shall include kindergarten/grade 1 splits.
2. Absent employees shall be replaced by another qualified bargaining unit member on the first day of absence.
3. Each school board shall have in place a replacement pool over the protected complement FTE levels.
4. Establish a joint committee with a union nominee to examine staffing levels to determine the minimum requirements for replacements in each classification.

Seniority

Replace C10.00 CASUAL/TEMPORARY 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. Employees who are casual/temporary will be dovetailed on the seniority list with permanent employees effective from the date of central ratification. 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. shall be used for all purposes contemplated in the Local Agreements.~~

Technological Change

1. The parties agree that where local collective agreement language currently exists that provides a superior benefit for technological change listed below that language will prevail.
2. For the purpose of this Agreement, technological change shall mean the introduction of technology, equipment or related processes different in nature from that previously utilized by the Employer.
3. No bargaining unit employees shall lose their jobs because of technological change.
4. As it becomes necessary to introduce technological changes which may impact the type of jobs performed by Bargaining Unit Employees:

- a. The Employer will notify the Union as far as possible in advance of their intentions and will advise the Employees affected not less than ninety (90) calendar days prior to such changes.
 - b. The Union will also be provided with information as new developments arise and modifications are made.
5. The Notice to the Union shall be given in writing and shall contain pertinent data, including:
 - a. The nature of the change.
 - b. The date on which the Employer proposes to effect the change.
 - c. The approximate number, type and location of Employees likely to be affected by the change; and
 - d. The effects the change may be expected to have on Employees working conditions and terms of employment.
6. The Employer agrees to provide appropriate training and/or training resources where it is demonstrated that an Employee, whose position is affected by technological changes, may be able to retain their position with such training. The training period shall not exceed ninety (90) consecutive calendar days. During such training period, the Employee shall continue to be paid at their regular rate of pay and regular hours of work.
7. Any job classifications which are changed or created because of technological change shall be automatically included in the Bargaining Unit.

LOU 2 – Status Quo

The following items are to be incorporated into the body of the Central Agreement:

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

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

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

STATUTORY/PUBLIC HOLIDAYS (moved under vacation provision)

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

School boards shall ensure that within their local collective agreement terms, The National Day for Truth and Reconciliation is included as a statutory/public holiday.

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the ~~2019-2022~~ 2022-2025 collective agreement.

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

Common Central Provisions

Maternity-Parental Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy/parental 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/his 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/his child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

LTD – Bridge

Any LTD plans that have a waiting period of less than 131 days shall be adjusted up to 131 days. For clarity all employees will have access to all 131 sick days before being eligible for LTD.

Parties who have yet to incorporate or aligned local language into the ~~2014-2017~~ 2019-2022 collective agreement, the following shall apply:

SHORT-TERM PAID LEAVES (moved under leave of absence)

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LOU 3 - Job Security: Protected Complement

MOVED TO THE BODY OF THE COLLECTIVE AGREEMENT WITHOUT EXPIRY

Revisions to LOU 3:

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. The protected complement is based on Appendix D.

~~Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:~~

- a. ~~In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and~~
- b. ~~In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and~~
- c. ~~In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).~~

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

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

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

LOU 4 – Education Worker Protection Fund

The Education Worker Protection Fund (EWPF) will be continued for the life of the collective agreement, and all jobs associated with the EWPF will be maintained according to the agreements made between locals and boards. The EWPF will be subject to the following increases:

- Immediate increase of 3% to cover the cost of wage improvements in the 2019-22 collective agreement.
- Increase on September 1, 2022 to fully cover the cost of negotiated wage improvements.
- Increase on September 1, 2023 to fully cover the cost of negotiated wage improvements.
- Increase on September 1, 2024 to fully cover the cost of negotiated wage improvements.

In the event that boards cut jobs in the 2022-23 school year, additional funding will be added to the EWPF to restore those jobs. All jobs restored by the EWPF will be added to the protected complement for affected locals. Any school board and CUPE local that can establish that they should receive EWPF money shall notify the central Parties within 30 days of central ratification and shall also receive the benefit of this agreement. Funding shall be continued for the life of the collective agreement, increased in each year to fully cover the cost of negotiated wage improvements.

Within 60 days of the ratification of the central agreement, school boards and local unions shall report to the central parties to identify the jobs that have been restored, the FTE of the jobs created, and the date on which the positions were posted and filled.

Notwithstanding the provisions of the School Boards Collective Bargaining Act, boards will be required to post and fill jobs created with the ISP Additional Funding, and the Education Workers Protection Fund immediately upon agreement with the local on the specific jobs to be created (according to the timelines set out above), even if local collective agreements have not yet been ratified.

LOU 5 – Professional Development

Move to the body of the CA

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 ~~shall~~ provides funds in the amount of 1% of total CUPE payroll to local school boards specifically to provide professional development to employees represented by CUPE, local school boards shall ~~consult~~ collaborate with local CUPE representatives prior to finalizing and delivering the funded professional development.

LOU 6 - Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (~~SULP SPLP~~) is available to all permanent employees for the ~~2019-2020, 2020-2021, and 2021-2022~~ 2022-2023, 2023-2024, and 2024-2025 school years. Employees approved for ~~SULP SPLP~~ days shall not be replaced.

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

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

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 SPLP~~ in each of the school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

All employees will be granted 2 paid leave days by the Board.

For the 2022-2023 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. ~~All interested~~ Employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the remaining school years, the days will be designated by June 15 of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave by no later than September 30, of the current school year. ~~Approval of the SULP is subject to system and operational needs of the board and school.~~ All employees will be granted the leave. Boards will determine the assignment of the days based on seniority. Approved leave days may not be cancelled or changed by the school board ~~or the employee~~. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

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

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

~~This Letter of Understanding expires on August 30, 2022.~~

LOU 7 – Education Worker Diverse and Inclusive Workforce

Moved to the body of the CA

LOU 8 – Sick Leave

The parties agree that any existing Local collective agreement provisions regarding sick leave deduction for absences of partial days ~~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:

School Boards shall be responsible for payment of any medical documentation that they ask for from an employee.

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

LOU 9 – Central Labour Relations Committee

Move to the body of the CA

LOU 10 - List of Arbitrators

Update and change list of names

Remove: James Hayes and John Stout

Replace with: Colin Johnston and Kelly Waddingham

LOU 11 - Ministry Initiatives

Leave as LOU

LOU 12 - Provincial Working Group – Health and Safety

Move to the body of the CA

Add terms of reference:

NOTE: Applies to workplaces that have site-based joint health and safety committees or a health and safety representative at each Board workplace.

The Board shall establish a Central Joint Health and Safety Committee to address Board-wide health and safety matters affecting its staff.

The Committee will be composed of at least two (2) representatives from each Union, a representative from non-unionized workers, a representative from Human Resources, a representative from Business, and a principal. The representatives on the Committee shall be selected by the group from which they represent. Each group shall select one alternate, who will attend in the absence of another representative from the group they represent. The Board's Health and Safety Coordinator will act as a resource to the Committee. The Board will provide an additional resource person to act as a secretary to the Committee.

The Committee will be entitled to receive from the Board any of the following

- Policies and programs respecting occupational health and safety.
- Occupational Health and Safety training and educational programs for employees, supervisors and managers.
- Information concerning potential or existing hazards or dangers in the workplace.
- Health and safety experience and work practices in other school boards.
- Information related to the conducting of a test for the purposes of occupational health and safety.
- Reports respecting occupational health and safety, including but not limited to reports of accidents, injury, occupational illness, fatalities, incidents of workplace violence and harassment, and work refusals at the Board.
- Ministry of Labour, Training and Skills Development field visit reports and orders issued at any Board location.

The Committee shall meet at least every three (3) months and shall be co-chaired in alternance between a worker representative and a management representative.

The Committee will establish terms of reference that will set out the composition of representatives on the Committee, the frequency and schedule of meetings, decision making, dispute resolution, selection of co-chairs, roles and terms of committee members and co-chairs, guests, renewal of the terms of reference and any other terms that the Committee deems appropriate.

The Committee, or a co-chair may make written recommendations to the Board. The Board shall have 21-days to respond to a recommendation with a timetable for implementing the recommendation, or the reasons for disagreeing with the recommendation.

An employee shall suffer no loss of pay to attend meetings of this committee.

LOU 13 - RE: Violence Prevention Training

Move to the body of the CA under the Health and Safety heading

Include recommendations from the “In harm’s way” report

LOU 14 - Additional Professional Activity (PA) Day

Incorporate into the CA

LOU 15 - Pilot Project on Expedited Mediation

Incorporate into the CA – Eliminate expiration date

Proposals on Additional Funding for Permanent CUPE Positions

Investments in System Priorities

The current Investments in System Priorities funding (ISP) will be continued for the life of the collective agreement with the following increases:

- Immediate increase of 3% to cover the cost of wage improvements in the 2019-22 collective agreement.
- Increase on September 1, 2022 to fully cover the cost of negotiated wage improvements.
- Increase on September 1, 2023 to fully cover the cost of negotiated wage improvements.
- Increase on September 1, 2024 to fully cover the cost of negotiated wage improvements.

Additional Investments

In recognition of the important role that all education workers play in supporting students and in the overall success of schools, the Crown will make additional system investments in 2022-23 which will continue in the 2023-2024 and 2024-2025 school years. This funding will be used to increase the number of CUPE jobs in all bargaining units.

The amount for CUPE is \$100,000,000 province wide in 2022-23 and will be increased in each year of the collective agreement to fully cover the cost of all negotiated compensation increases.

The school boards' share of the newly negotiated funds amount shall be allocated for each CUPE bargaining unit based on the FTE of that bargaining unit.

The attached chart provides school boards' allocations of the 2022-23 funding as a result of this system investment. Amounts for 2023-24 and 2024-25 will reflect increases to cover the cost of negotiated compensation improvements.

No later than 30 days following ratification of central terms, each board and local shall meet to discuss the use of funds and allocation to CUPE bargaining units consistent with the terms of this agreement. Each board and local will agree to the specific jobs created with the money no later than 60 days following ratification of central terms. 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.

Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes. Notwithstanding the provisions of the School Boards Collective Bargaining Act, boards will be required to post and fill jobs created with this fund immediately upon agreement with the local on the specific jobs to be created, even if local collective agreements have not yet been ratified.

All jobs created with ISP funding will be added to locals' protected complement. Boards and locals will be required to report to the central parties within 90 days of ratification of the central agreement, identifying the jobs that are created, the FTE of the jobs created, and the date on which the positions were posted and filled.

Community Use of Schools

Conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), the Crown will maintain the \$1,914,972 in community use of schools funding, in the Grants for Student Needs, in the 2022-23 school year (as shown in the accompanying chart), and the level of funding will continue into the 2023-24 and 2024-25 school years, increased in each year to fully cover the cost of negotiated wage increases. It is intended that this funding be used to staff schools with CUPE custodians during community use. In all cases where the board issues permits for the use of school properties custodians who are members of a CUPE bargaining unit shall be on the premises.

Boards will be required to report to the CUPE local representing custodians twice per year on the use of these funds. Reports will include the date and location of each community use permit for the school year, the number of hours the school was used, the name of the CUPE custodian who was on site, and the number of hours for which the custodian was paid.

Appendix I (ISP)

Board	Special Education	Other Staffing	Additional Amount	Total
DSB Ontario North East	0	187,170	309,513	496,682
Algoma DSB	0	175,588	290,361	465,949
Rainbow DSB	0	219,586	363,118	582,703
Near North DSB	0	290,795	480,872	771,667
Keewatin-Patricia DSB	0	144,927	239,659	384,586
Rainy River DSB	0	41,135	68,023	109,158
Lakehead DSB	0	141,492	233,978	375,470
Bluewater DSB	0	235,834	389,986	625,820

Greater Essex County DSB	0	753,185	1,245,504	1,998,689
Lambton Kent DSB	663,293	496,517	1,917,918	3,077,727
Thames Valley DSB	1,786,128	1,559,018	5,531,695	8,876,842
Toronto DSB	4,841,659	4,519,056	15,479,330	24,840,045
Durham DSB	1,705,129	1,372,977	5,090,104	8,168,209
Kawartha Pine Ridge DSB	926,283	710,855	2,707,250	4,344,387
Trillium Lakelands DSB	512,593	440,937	1,576,803	2,530,332
York Region DSB	2,647,140	2,360,952	8,281,622	13,289,714
Simcoe County DSB	0	586,020	969,070	1,555,090
Upper Grand DSB	0	338,374	559,551	897,924
Peel DSB	0	3,035,668	5,019,926	8,055,594
Halton DSB	0	532,059	879,838	1,411,897
Hamilton-Wentworth DSB	0	565,924	935,840	1,501,764
DSB of Niagara	946,982	755,667	2,815,582	4,518,231
Grand Erie DSB	709,501	595,218	2,157,547	3,462,267
Upper Canada DSB	796,110	691,222	2,459,523	3,946,854
Limestone DSB	521,068	435,626	1,582,035	2,538,729
Renfrew County DSB	0	244,946	405,055	650,001
Hastings & Prince Edward DSB	459,685	340,591	1,323,375	2,123,651
Northeastern CDSB	115,643	73,658	313,038	502,340
Nipissing-Parry Sound CDSB	0	33,023	54,608	87,631
Huron-Superior CDSB	222,147	166,566	642,796	1,031,510
Sudbury CDSB	0	80,513	133,140	213,653
Northwest CDSB	98,595	46,220	239,473	384,288
Bruce-Grey CDSB	163,490	97,201	431,091	691,782
Huron Perth CDSB	171,588	54,057	373,138	598,783
Windsor-Essex CDSB	542,257	0	896,702	1,438,959
London District CSB	513,616	367,480	1,457,023	2,338,119
St. Clair CDSB	274,526	192,994	773,114	1,240,634
Toronto CDSB	1,757,988	2,010,761	6,232,184	10,000,932
PVNC CDSB	447,437	364,749	1,343,070	2,155,256
York CDSB	1,169,933	996,372	3,582,305	5,748,609
Dufferin-Peel CDSB	0	1,689,524	2,793,879	4,483,404
Simcoe Muskoka CDSB	0	275,806	456,086	731,893
Durham CDSB	429,801	411,956	1,391,970	2,233,727
Halton CDSB	695,606	628,615	2,189,797	3,514,018
Hamilton-Wentworth CDSB	802,847	236,139	1,718,117	2,757,103
Wellington CDSB	0	81,819	135,300	217,119
Waterloo CDSB	518,737	197,373	1,184,193	1,900,303
Niagara CDSB	560,073	465,903	1,696,603	2,722,579
CDSB of Eastern Ontario	398,084	343,275	1,225,947	1,967,306

Ottawa CDSB	986,889	387,814	2,273,275	3,647,978
Renfrew County CDSB	0	60,762	100,479	161,240
Algonquin & Lakeshore CDSB	384,625	312,810	1,153,312	1,850,746
CSD du Nord-Est de l'Ontario	123,647	94,538	360,801	578,986
CSD du Grand Nord de l'Ontario	0	62,657	103,613	166,270
CS Viamonde	0	164,835	272,579	437,414
CEP de l'Est de l'Ontario	0	382,923	633,220	1,016,143
CSC des Grandes Rivieres	0	102,304	169,174	271,478
CSC Franco-Nord	0	42,227	69,828	112,055
CSC du Nouvel-Ontario	0	129,072	213,440	342,513
CSC Providence	324,167	291,371	1,017,882	1,633,419
CSC MonAvenir	0	206,327	341,191	547,518
CSC de l'Est ontarien	0	250,182	413,713	663,895
CSC du Centre-Est de l'Ontario	0	181,926	300,841	482,767
Total	27,217,266	33,255,088	100,000,000	160,472,354

Note: The Special Education Amount and the Other Staffing Amount have been increased by 3% to cover the cost of the wage settlement in the 2019-22 central agreement. These amounts will need to increase again for 2022-23 to fully cover the cost of negotiated wage improvements in the 2022-25 central agreement. Amounts in all columns will need to be increased for 2023-24 and 2024-25 to fully cover the cost of negotiated wage increases.

Appendix II (Community Use of Schools)

Board	Community Use of Schools
DSB Ontario North East	14,853
Algoma DSB	13,251
Rainbow DSB	18,420
Near North DSB	14,157
Keewatin-Patricia DSB	8,460
Rainy River DSB	0
Lakehead DSB	11,376
Bluewater DSB	21,339
Greater Essex County DSB	666
Lambton Kent DSB	29,079
Thames Valley DSB	87,006
Toronto DSB	257,859
Durham DSB	77,466
Kawartha Pine Ridge DSB	37,767
Trillium Lakelands DSB	20,883

York Region DSB	136,305
Simcoe County DSB	52,413
Upper Grand DSB	33,087
Peel DSB	166,743
Halton DSB	64,431
Hamilton-Wentworth DSB	53,478
DSB of Niagara	43,380
Grand Erie DSB	32,157
Upper Canada DSB	38,685
Limestone DSB	25,248
Renfrew County DSB	14,289
Hastings & Prince Edward DSB	20,406
Northeastern CDSB	3,429
Nipissing-Parry Sound CDSB	3,873
Huron-Superior CDSB	6,192
Sudbury CDSB	7,152
Northwest CDSB	1,554
Bruce-Grey CDSB	4,824
Huron Perth CDSB	141
Windsor-Essex CDSB	0
London District CSB	21,495
St. Clair CDSB	9,633
Toronto CDSB	102,588
PVNC CDSB	16,914
York CDSB	61,023
Dufferin-Peel CDSB	93,627
Simcoe Muskoka CDSB	22,398
Durham CDSB	24,489
Halton CDSB	35,499
Hamilton-Wentworth CDSB	495
Wellington CDSB	8,850
Waterloo CDSB	261
Niagara CDSB	24,864
CDSB of Eastern Ontario	14,442
Ottawa CDSB	693
Renfrew County CDSB	5,448
Algonquin & Lakeshore CDSB	13,674
CSD du Nord-Est de l'Ontario	3,357
CSD du Grand Nord de l'Ontario	5,931

CS Viamonde	14,241
CEP de l'Est de l'Ontario	18,432
CSC des Grandes Rivieres	10,839
CSC Franco-Nord	3,780
CSC du Nouvel-Ontario	10,722
CSC Providence	12,684
CSC MonAvenir	19,245
CSC de l'Est ontarien	15,573
CSC du Centre-Est de l'Ontario	23,406
Total	1,914,972

LOU #3 - Appendix D

The Protected Complement for each local shall be the Starting FTE Count (as of September 1, 2022), per Appendix D.1 (below), plus the FTE count of all jobs created with the Investment in System Priorities Fund (ISP) and the Education Workers Protection Fund (EWPF).

Within 90 days of ratification of the central collective agreement the local and board will notify the Central Parties of the positions created with the ISP and EWPF, including the job title, the number of regularly scheduled hours per week, and the FTE equivalent of the position. The Local Parties shall also identify the new Protected Complement FTE count. Notification to the Central Parties shall be made on *Form 1* (below).

Within 30 days of ratification of the Central Collective Agreement the CUPE local and school board will meet to agree on the specific breakdown of the Starting FTE count for the Protected Complement, including the FTE count for each job classification. Within 60 days of ratification of the central agreement the local and school board will notify the central Parties of the breakdown of the Starting FTE count by job classification. Notification will include the job titles and total FTE count for each classification. Notification to the Central Parties shall be made on *Form 2* (below).

If on September 1, 2022 the board's current FTE count of CUPE employees is lower than the FTE count in Appendix D.1 (below), the board shall meet with the local within 30 days of ratification of the central agreement to discuss the positions that will be created. Within 30 days of that meeting the board shall post and fill those positions. Positions shall first be filled by members on layoff who are eligible for recall. Any subsequent vacancies shall be filled using the posting and hiring provisions of the local agreement. The local parties shall agree to waive any restrictions on the timing of posting and hiring that are in local agreements in order to meet the timelines set out in Appendix D. Notwithstanding the provisions of the School Boards Collective Bargaining Act, boards will be required to post and fill these jobs within these timelines even if local collective agreements have not yet been ratified.

Appendix D.1

School Board	CUPE Local	FTE Count
Algoma DSB	16	137
Algonquin and Lakeshore CDSB	1479	516
Bluewater DSB	1176	160
Bruce Grey CDSB	3447	210
Catholic DSB of Eastern Ontario	4154	483
CEP de l'Est de l'Ontario	5335	369
Conseil scolaire Viamonde	4400	158
CSC Providence	4299	538
CSD catholique Centre-est de l'Ontario	4297	130
CSD catholique de l'est Ontarien	4155	211
CSD catholique des Grandes Rivières	7777	69
CSD catholique du Nouvel-Ontario	4274	95
CSD catholique MonAvenir	4340	165
CSD catholique Franco-Nord	1165	11
CSD catholique Franco-Nord	2799	33
CSD du Grand Nord de l'Ontario	895	44
CSP du Nord-Est de l'Ontario	4865	163
DSB Niagara	4156	1469
DSB Ontario North East	8888	135
Dufferin-Peel CDSB	2026	445
Dufferin-Peel CDSB	1483	756
Durham CDSB	218	610
Durham DSB	218	1797
Grand Erie DSB	5100	776
Greater Essex County DSB	27	259
*** Greater Essex County DSB	1348	216
Halton CDSB	3166	415
Halton CDSB	5200	681
Halton DSB	1011	353
Hamilton-Wentworth CDSB	3396	949
Hamilton-Wentworth DSB	4153	396
Hastings & Prince Edward DSB	1022	628
Huron-Perth CDSB	3615	164
Huron-Superior CDSB	4148	297
Kawartha Pine Ridge DSB	5555	1286
Keewatin-Patricia DSB	1939	82
Lakehead DSB	2486	125
Lambton Kent DSB	1238	780
Limestone DSB	1480	762

London District Catholic SB	4186	887
Near North DSB	1165	201
Niagara CDSB	1317	805
Nipissing-Parry Sound CDSB	2799	35
Northeastern CDSB	4681	110
Northwest CDSB	65	97
Ottawa CDSB	2357	1251
Peel DSB	1628	872
Peel DSB	2544	1256
PVNC CDSB	1453	683
Rainbow DSB	895	152
Rainy River DSB	65	67
Renfrew County Catholic DSB	1202	59
Renfrew County DSB	1247	123
Renfrew County DSB	1321	90
Simcoe County DSB	1310	387
Simcoe Muskoka CDSB	3987	166
St. Clair CDSB	4168	343
Sudbury CDSB	1369	60
Thames Valley DSB	4222	1601
Thames Valley DSB	7575	1029
Toronto CDSB	1280	691
*** Toronto CDSB	1328	1903
*** Toronto CDSB	3155	57
Toronto DSB	4400	11,858
Trillium Lakelands DSB	997	599
Upper Canada DSB	5678	1173
Upper Grand DSB	256	235
Waterloo CDSB	2512	795
Wellington CDSB	256	70
Windsor-Essex CDSB	1358	429.5
York CDSB	1571	526
York CDSB	2331	1444
York CDSB	5476	26
York Region DSB	1196	1167
*** York Region DSB	1734	3067
Bloorview School Authority	4400	36

Form 1: Positions Created with the ISP and EWPF

School Board:

Local:

Jobs Created with ISP

Job Title	Hours Per Week	FTE of Position

Total FTE created with ISP:

Jobs Created with EWPF

Job Title	Hours Per Week	FTE of Position

Total FTE created with EWPF:

Total Protected Complement (Starting FTE count + Total FTE created with ISP + Total FTE created with EWPF):

Form 2: Breakdown of Starting FTE Count by Job Classification

School Board:

Local:

Bargaining Unit (where relevant):

Breakdown of FTE Count

Job Classification	FTE Count

New LOU: Benefits Funding for Employees on Union Release/Leave

1. Any benefit amounts remitted by CUPE locals to the School Boards since September 2, 2019 shall be remitted by the School Boards to the CUPE EWBT (OTIP).
2. Effective September 1, 2020, school boards recovering the cost of employee benefits from union locals will need to remit the employee benefit amounts recovered through to the administrator of the CUPE EWBT. Boards should be identifying employees who are on union release/leave in the HRIS outgoing interface file to the administrator of the CUPE EWBT, coded as "SE". This will allow the school board and the administrator of the CUPE EWBT to reconcile the number (including partial release where appropriate) of union release/leave employees to the benefits funding remittance.
3. Effective September 1, 2020, the following is the process that school boards should follow:
 - a. Boards should continue to comply with local collective agreement language regarding recovery of costs associated with union leaves for union officers and other employees in union roles.
 - b. However, where existing collective agreement language provides for the recovery of benefits costs associated with union release/leave for benefits that are provided by the CUPE EWBT:
 - i. Boards should identify employees on union release/leave in the HRIS outgoing interface file to the administrator of the CUPE EWBT, coded as "SE".

- ii. Boards should use the appropriate annual FTE benefits funding amount specific to the employee on union release/leave to invoice and recover the applicable cost of employee benefits provided to the employee on union release/leave through the CUPE EWBT.
 - iii. School boards should invoice and recover the annual benefits amount from the appropriate union local as part of their regular billing process.
 - iv. School boards should remit the premium amount on a monthly basis to the administrator of the CUPE EWBT specifically identifying the name of the employee on union release/leave.
4. For greater clarity, the above-noted process is relevant only for those costs recovered for benefits funding for employees on union release/leave with respect to benefits provided by the CUPE EWBT. All other aspects of any existing collective agreement language with respect to cost recovery for employees on union release/leave, including without limitation, compensation and related statutory and pension benefits costs, is unchanged by this Letter of Understanding.
5. The CTA undertakes to communicate with its member boards the above-noted requirements with respect to cost recovery for benefits funding for employees on union release/leave by no later than the date of ratification of the central agreement.