

COLLECTIVE AGREEMENT

between



and



Local 1483

September 1, 2022

To

August 31, 2026

Memorandum of Settlement on Local Terms

BETWEEN

**The Canadian Union of Public Employees and its Local 1483
(the "Union")**

And

Dufferin-Peel Catholic District School Board (the "Employer")

WHEREAS the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;

AND WHEREAS the parties have reached a tentative agreement with respect to issues that are within the scope of local bargaining;

1. Therefore, the parties agree and acknowledge as follows:
2. The documents attached hereto as Part "A" and Part "B" constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining;
3. The term of the local agreement shall be September 1, 2022, until August 31, 2026, in accordance with the provisions of the Central Agreement.
4. Any provisions that are within the scope of local bargaining that are not addressed herein shall remain as per the language of the current Collective Agreement.
5. The settlement of the new Collective Agreement with respect to issues that are within the scope of local bargaining shall be recommended for ratification by the parties to their respective principles.
6. Any proposal which may have been taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn.
7. All provisions of this Memorandum of Settlement shall become effective on the first business day following ratification by the second of the parties to do so, unless the express terms of the provision require otherwise.
8. All provisions of this Memorandum of Settlement are conditional upon the ratification by the parties.
9. Upon ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement,

including the renumbering of provisions and the process of formalizing Part "A" and Part "B" of the Collective Agreement.

10. In the event that there are any errors or omissions in this renewal agreement MoS, or in any of its constituent parts, the Parties agree to meet and discuss their respective concerns.
11. To provide clarity and instruction to the parties, the Board will send out a communication to the custodial/maintenance staff outlining the expectations for entering absences into WebTracs.

Signed at Mississauga on March 23, 2023.

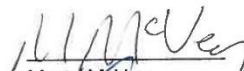
FOR CUPE 1483


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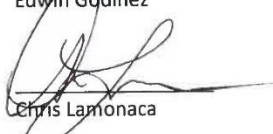

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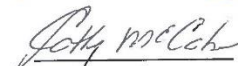
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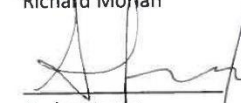

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Richard Moriah


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PREAMBLE

The collective agreement shall consist of two parts.

Part "A" consists of provisions respecting Central issues.

Part "B" consists of provisions with respect to Local issues and certain Central issues.

TABLE OF CONTENTS

CUPE – 2022 Part A: Central Terms

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT.....	7
C1.1 <i>Separate Central and Local Terms</i>	7
C1.2 <i>Implementation.....</i>	7
C1.3 <i>Parties</i>	7
C1.4 <i>Single Collective Agreement</i>	7
C2.00 DEFINITIONS	7
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN	8
C3.1 <i>Term of Agreement</i>	8
C3.2 <i>Term of Letters of Agreement/Understanding</i>	8
C3.3 <i>Amendment of Terms.....</i>	8
C3.4 <i>Notice to Bargain</i>	8
C4.00 CENTRAL DISPUTE RESOLUTION PROCESS	9
C4.1 <i>STATEMENT OF PURPOSE.....</i>	9
C4.2 <i>Parties to the Process</i>	9
C4.3 <i>Meetings of the Committee.....</i>	10
C4.4 <i>Selection of Representatives.....</i>	10
C4.5 <i>Mandate of the Committee</i>	10
C4.6 <i>Role of the Central Parties and Crown</i>	10
C4.7 <i>Referral of Disputes</i>	11
C4.8 <i>Carriage Rights.....</i>	11
C4.9 <i>Responsibility to Communicate</i>	11
C4.10 <i>Language of Proceedings</i>	11
C4.11 <i>Definition of Dispute.....</i>	11
C4.12 <i>Notice of Disputes</i>	11
C4.13 <i>Referral to the Committee.....</i>	12
C4.14 <i>Timelines</i>	12
C4.15 <i>Voluntary Mediation /Expedited Meditation</i>	13
C4.16 <i>Arbitration.....</i>	14
C5.00 BENEFITS	14
C5.1 <i>Eligibility and Coverage</i>	15
C5.2 <i>Funding</i>	15
C5.3 <i>Cost Sharing</i>	15
C5.4 <i>Full-Time Equivalent (FTE) and Employer Contributions</i>	16
C5.5 <i>Payment in Lieu of Benefits</i>	16
C5.6 <i>Benefits Committee</i>	16
C5.7 <i>Privacy.....</i>	16
C6.00 SICK LEAVE	17
C6.1 <i>Sick Leave/Short Term Leave and Disability Plan.....</i>	17
Definitions:.....	17
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	23
C7.1 <i>Preamble</i>	23
C7.2 <i>Membership</i>	23
C7.3 <i>Co-Chair Selection</i>	23

C7.4	Meetings	24
C7.5	Agenda and Minutes	24
C7.6	Without Prejudice or Precedent.....	24
C7.7	Cost of Labour Relations Meetings.....	24
C8.00	CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	24
C9.00	ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS.....	24
C10.00	CASUAL SENIORITY EMPLOYEE LIST.....	25
C11.00	UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING	25
C12.00	STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB).....	25
C12.1	Family Medical Leave or Critical Illness Leave	25
C13.00	MERGER, AMALGAMATION OR INTEGRATION	26
C14.00	SPECIALIZED JOB CLASSES	26
C15.00	PROFESSIONAL ACTIVITY DAYS	26
APPENDIX A		28
APPENDIX B		29
	Sick Leave Credit-Based Retirement Gratuities (where applicable)	29
	Other Retirement Gratuities.....	29
APPENDIX C - MEDICAL CERTIFICATE		30
LETTER OF UNDERSTANDING #1		34
	Re: Status Quo Central Items	34
LETTER OF UNDERSTANDING #2		35
	Re: Status Quo Central Items and Items Requiring Amendment and Incorporation	35
LETTER OF UNDERSTANDING #3		38
	Re: Job Security: Protected Complement.....	38
LETTER OF UNDERSTANDING #4		40
	Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference	40
III. MEMBERSHIP		40
LETTER OF UNDERSTANDING #5		42
	Re: Sick Leave	42
LETTER OF UNDERSTANDING #6		43
	Re: Central Labour Relations Committee.....	43
LETTER OF UNDERSTANDING #7		44
	RE: List of Arbitrators	44
LETTER OF UNDERSTANDING #8		45
	Re: Children’s Mental Health, Special Needs, and Other Initiatives.....	45
LETTER OF UNDERSTANDING #9		46
	Re: Provincial Working Group – Health and Safety	46
LETTER OF UNDERSTANDING # 10		47
	RE: Ministry Initiatives Committee	47
LETTER OF UNDERSTANDING #11		48
	RE: BEREAVEMENT LEAVE.....	48
LETTER OF UNDERSTANDING #12		49
	RE: SHORT TERM PAID LEAVE	49
LETTER OF AGREEMENT # 13		50
	RE: LEARNING AND SERVICES CONTINUITY AND ABSENTEEISM TASK FORCE	50

APPENDIX I
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

The term of this collective agreement, including central terms and local terms, shall be from September 1, 2022 to August 31, 2026 inclusive.

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

- i. within 90 (ninety) days of the expiry date of the collective agreement; or

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

C4.00

CENTRAL DISPUTE RESOLUTION PROCESS

The following process pertains exclusively to disputes and grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply. In the event that central language is being grieved locally, the local parties shall provide the grievance to their respective central agents. Where a local grievance has been filed, the central parties will jointly recommend in writing to the Local Parties that the local grievance be held in abeyance until the Central Dispute Resolution Committee, the Central Parties, or the Crown takes action under Article 4.

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

The Committee shall meet eight times during the school year. The parties may schedule additional meetings by mutual agreement.

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

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 or at the next scheduled meeting of the Committee.
- c) If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:
 - i. Continue informal discussions; or
 - ii. Refer the dispute back to the local grievance procedure.
- d) If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
 - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
 - ii. Refer the grievance to Arbitration.

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 /Expedited Meditation

- 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 held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d) The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e) Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f) It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g) The parties may jointly set down up to 5 (five) grievances for each review.
- h) The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i) Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.
 - Any relevant documentation.
- j) The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k) The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.

- l) The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m) The Crown may provide a brief no later than two (2) days prior to the review.
- n) Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements", "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #8. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00

BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

- a) Funding amounts:
 - September 1, 2022: increase of 1% (\$5,712.00 per FTE)
 - September 1, 2023: increase of 1% (\$5,769.12 per FTE)
 - September 1, 2024: increase of 1% (\$5,826.82 per FTE)
 - September 1, 2025: increase of 1% (\$5,885.08 per FTE)
 - August 31, 2026: increase of 4% (\$6,120.48 per FTE)

C5.3 Cost Sharing

The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they

exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00

SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

"Casual Employees" means,

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

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

"Fiscal Year" means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

Employees accessing short-term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked for the purpose

of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

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

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

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

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

I) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

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

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C13.00

MERGER, AMALGAMATION OR INTEGRATION

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

C14.00

SPECIALIZED JOB CLASSES

The following language applies to a particular position that requires post-secondary training, licensing, and is not funded on a provincial grid. It also includes a position in the information technology sector requiring specialized skills.

Where a school board determines that an evaluation is necessary, and where the compensation package for the position is determined to be below the local market value outside of the education sector, as evidenced by a local market value assessment, the applicable school board may adjust the base wage or salary rate for the position following a discussion between the local Parties.

C15.00

PROFESSIONAL ACTIVITY DAYS

The parties agree that if the Ministry of Education declares a change in the number of PA Days the following shall apply:

The parties agree that there will be no loss of pay for CUPE members (excluding casual employees) as a result of the change in the number of PA Days determined by the Ministry of Education. The scheduling of PA days shall not change the number of paid days for the work year as per the Collective Agreement.

APPENDIX A

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

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

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p style="text-align: center;">____ dd mm yyyy</p> <p>for my absence starting on the</p> <p style="text-align: center;">____ dd mm yyyy</p> <p>Signature _____ Date _____</p> <p>Employee ID: _____</p>	<p>Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p> <p>_____</p>
<p>Employee Address:</p> <p>_____</p>	<p>Telephone No:</p> <p>_____</p> <p>Work Location:</p> <p>_____</p>
<p>Health Care Professional: The following information should be completed by the Health Care Professional</p>	
<p>First Day of Absence:</p> <p>_____</p>	
<p>General Nature of Illness* (<i>please do not include diagnosis</i>):</p> <p>_____</p>	

Date of Assessment: dd mm yyyy		No limitations and/or restrictions <input type="checkbox"/>	
		Return to work date: dd mm yyyy	
For limitations and restrictions, please complete Part 2.			
Health Care Professional, please complete the confirmation and attestation in Part 3			
PART 2 – Physical and/or Cognitive Abilities Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (please complete all that is applicable)			
PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (specify):
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify):	
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>).			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
Health Care Professional: The following information should be completed by the Health Care Professional			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is the patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions. <input type="checkbox"/> Patient is capable of returning to work with restrictions. (Complete Part 2) <input type="checkbox"/> I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.			

Recommended date of next appointment to review Abilities and/or Restrictions:		dd	mm
yyyy			
PART 3 – Confirmation and Attestation			
Health Care Professional: The following information should be completed by the Health Care Professional			
I confirm all of the information provided in this attestation is accurate and complete:			<input type="checkbox"/>
Completing Health Care Professional Name:			
(Please Print)			
Date:			
Telephone Number:			
Signature:			

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists in part B, the following items are to be retained as written in the 2019-2022 collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues: To be Updated as Necessary

- Paid Vacations
- Work week (excluding scheduling)
- Work year (excluding scheduling)
- Hours of Work (excluding scheduling)
- Preparation Time
- Staffing levels (including staffing levels related to permits and leases and replacement staffing)
- Allowances/Premiums
- OMERS
- LTD

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.
3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a) The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation.

Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

- b) Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
- 4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.
 - 5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
 - 6. 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).
 - 7. 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
 - 8. 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.
 - 9. This Letter of Understanding expires on August 30, 2026.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

The committee will identify existing recruitment, retention and promotion strategies that aim to eliminate barriers for individuals who identify as members of historically underrepresented groups. In addition, the committee will review training and education programs that support the creation of positive, equitable and inclusive workplaces, and foster diverse and inclusive workforces.

Once jointly identified, materials and resources may be shared with school boards and CUPE locals.

III. MEMBERSHIP

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

Should there be interest from other Education Worker tables in creating a comparable committee, the parties shall discuss the creation of a Provincial Education Worker Diverse and Inclusive Workforce Committee. If other comparable Education Worker committees are created, and in the absence of a Provincial Education Worker Diverse Workforce Committee, the parties shall discuss holding joint meetings.

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2022 to August 31, 2026 as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn
Paula Knopf
Brian Sheehan
Jesse Nyman
Matthew Wilson
Bernard Fishbein

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke
Geneviève Debané

The parties agree that bilingual Arbitrators may also be used on English cases.

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

Re: Children's Mental Health, Special Needs, and Other Initiatives

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group – Health and Safety in accordance with the Terms of Reference dated November 7, 2018, including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

LETTER OF UNDERSTANDING # 10

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 Committee

The Provincial Committee on Ministry Initiatives provides advice to the Ministry of Education, on new or existing ministry initiatives/strategies to support improvement to achievement and well-being of all learners. The Crown may convene a meeting of this committee to discuss such initiatives.

CUPE-OSBCU will be an active participant in the consultation process at the Ministry Initiatives Committee.

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

1. The parties agree that the issue of bereavement leave has been addressed at the central table.
2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.
3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

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: Short Term Paid Leave

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:
 - a) Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - b) Attendance at Indigenous cultural/ceremonial events.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

LETTER OF AGREEMENT # 13
BETWEEN
The Council of Trustees' Associations
(hereinafter called 'CTA')
and
The Canadian Union of Public Employees
(hereinafter 'CUPE')
and
The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

The parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and absenteeism.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of CUPE and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. Explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. Gather and review information including but not restricted to the following:
 - a) utilization of the sick leave and short-term disability plans;
 - b) a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. Report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

COLLECTIVE AGREEMENT

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1483

SEPTEMBER 1, 2022

TO

AUGUST 31, 2026

TABLE OF CONTENTS

ARTICLE	PAGE
Article 1 Purpose	53
Article 2 Recognition	53
Article 3 Management Rights	54
Article 4 Union Security	55
Article 5 Committees	55
Article 6 Grievance Procedure	56
Article 7 Arbitration	59
Article 8 No Strikes, Lockouts	60
Article 9 Seniority	60
Article 10 Discharge and Discipline	62
Article 11 Job Posting	63
Article 12 Hours of Work	65
Article 13 Overtime	66
Article 14 Paid Holidays	67
Article 15 Vacations	68
Article 16 Sick Leave	69
Article 17 Leaves of Absence	70
Article 18 Pension Plan	74
Article 19 Benefits	74
Article 20 Wages and Allowances	76
Article 21 General Conditions	76
Article 22 Part-Time Employees	78
Article 23 Harassment/Sexual Harassment	80
Article 24 Term of Agreement	81
Schedule "A" Annual Salaries	82
General Footnotes	90
Maintenance Footnotes	91
Letters of Understanding and Intent	92

NOTE: BOLDDED WORDING REFLECTS CHANGES MADE TO CURRENT COLLECTIVE AGREEMENT

ARTICLE 1 – PURPOSE

- 1.01 a) WHEREAS it is the goal of the Employer to provide, within the Employer's ability to finance, the best possible Catholic educational service for the catholic school children of the Regional Municipality of Peel and the County of Dufferin.
- b) AND WHEREAS in the interest of the efficient conduct and administration of the Board's works and affairs it is desirable and necessary that there shall be harmonious relations between the Board and its employees, fair and reasonable remuneration for services rendered, having regard to the responsibilities attached to the positions held, nature of the duties thereof, manner of their discharge, seniority in the service, security of tenure of office and promotions within the service.
- c) THEREFORE the Union agrees that it will support the Employer in its efforts to eliminate waste; conserve materials, energy and supplies, improve the quality of service; prevent accidents and strengthen goodwill between the Employer, the employees, the academic and administrative staff, the children and the public.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees engaged in custodial, maintenance services and plant operations, save and except supervisors, persons above the rank of supervisors, and office staff.
- 2.02 Supervisors and personnel above the rank of supervisor shall not perform any work which is normally done by employees within the bargaining unit except under any of the following conditions:
- a) for the purpose of experimenting or demonstrating;
- b) for the purpose of instructing employees in the bargaining unit;
- c) in case of emergency or unusual circumstances where sufficient employees or qualified employees within the bargaining unit are not immediately available, or where such work is performed by a supervisor of the maintenance department in connection with regular supervisory duties.
- 2.03 The Employer may hire employees on a temporary or casual basis for special projects and during periods of heavy workload and in cases of emergency for a period of not more than four (4) calendar months, or in the case of university students, four (4) months between April 15 and September 15. No employee, regular or part-time, shall be displaced from **their** regular employment as a result of hiring students. Temporary, casual and student employees shall not be covered by any of the terms and conditions of this Agreement, save for the rates of pay and Article 4.02. A temporary or casual employee later hired by the Employer on a regular basis shall acquire seniority under Article 9.

- 2.04 No seniority employee will be laid off work due to temporary or casual employees being hired. No temporary or casual employee will be hired while employees qualified and willing to perform the work are laid off.
- 2.05 The provisions of this Agreement shall not be applicable to the hiring and terms of employment of any employees hired under any Government Incentive Programs.
- 2.06 **Union Representation**
The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access, as determined by the Board and in accordance with Board procedures for visitors, to the Board's premises in order to investigate and assist in the settlement of a grievance.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of operations and direction of the working force are the exclusive right of the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order and efficiency;
 - b) hire, promote, demote, classify, transfer, layoff, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by a seniority employee of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c) make, enforce and alter from time to time rules and regulations to be observed by the employees; it is understood all new rules and regulations shall be sent to all members via email and a hard copy can be obtained from your Supervisor upon request;
 - d) operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the number of personnel required, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt with elsewhere in this agreement.
- 3.02 The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement and recognizes the rights of the Union to the grievance procedure in the manner and to the extent hereinafter provided.

ARTICLE 4 – UNION SECURITY

- 4.01 All employees described in Article 2.01 shall become and remain members of the Union as a condition of employment with the Employer. The effective date of required Union membership for new employees shall be the date of hire.
- 4.02 All employees, shall pay Union Dues commencing on their date of hire. The amount to be deducted shall be equivalent to the regular monthly Union membership dues duly authorized by the Union. The amount of monthly Union membership dues will not be changed more frequently than once in each calendar year. The Union shall notify the Employer in writing thirty (30) days before such change becomes effective, and the Employer shall permit the posting of a bulletin of the change on the notice boards. A list of all students hired shall be sent to the Union.
- 4.03 All dues so deducted shall be mailed to the Treasurer of the Union, CUPE Local 1483 not later than the end of the month in which the deductions were made, accompanied by a Union Dues Remittance Form, supplied by the Union, and an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, regular earnings, hours worked and dues deducted. The Union shall indemnify and save the Employer harmless in respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
- 4.04 When the Employer provides any group of employees covered under this Collective Agreement with the Basic Custodial Course/Advanced Custodial, the Union President or designate shall be invited to speak and distribute Union materials during the first half-hour. The Board will endeavour to give as much notice as possible to the Union of the scheduling of the courses and include the approximate number of employees expected to be present.
- 4.05 It is understood and agreed that in the event the Employer should contract out work or services, then all employees covered by this Agreement who have acquired seniority and who have four (4) or more months seniority and whose employment is affected by such change, will be offered alternative employment with the Employer and will not be terminated or laid off from employment by the Employer as a result of such change.

Notwithstanding the foregoing, the Board agrees that it will not contract out the cleaner/custodian duties as may be required in all facilities owned and operated by the board.

ARTICLE 5 – COMMITTEES

- 5.01 The Employer will recognize the following Committees of employees for the respective purposes shown:

- a) the Bargaining Committee consisting of not more than six (6) employees for the purpose of negotiating this Agreement and its renewal;
- b) the Employee Relations Committee consisting of not more than three (3) employees and not more than three (3) representatives of the Employer for the purpose of improving communications between the Parties and discussing matters of mutual concern. Any changes to existing rules and regulations will be discussed at the Employee Relations meeting before they go into effect;
- c) the Grievance Committee consisting of not more than three (3) employees from among the elected Local Union officers. Each employee on this Committee shall also be recognized as a steward;
- d) employees appointed to other joint committees established by the Board.

5.02 The Employer will not be required to recognize or deal with employees who are stewards or who are on any of the Committees in this Article unless those employees have acquired seniority and the Union has notified the Employer in writing of the names of such employees, and where applicable, the Committee of which they are members.

5.03 No employee shall leave work to attend Committee meetings established under Article 5.01 without prior notification to the Supervisor.

5.04 Where prior notification has been given to the supervisor, the Employer will pay each employee who is on any of the Committees referred to in this Article at the regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer, including in the case of a steward, all such time reasonably spent in processing grievances. Employees designated as Health and Safety Representatives shall be compensated for time spent performing Health and Safety duties in accordance with the terms and conditions of the Occupational Health and Safety Act.

5.05 The health and safety of its employees and students is a matter of paramount importance to the Board. In recognition of that fact, the Board shall take all reasonable precautions to protect the health and safety of its employees and students. The Board shall post a copy of the Occupational Health & Safety Act in each school not later than September 30th of each school year.

5.06 Full-time representative(s) of the Union may attend meetings of any of the Committees referred to in this Article.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be resolved as quickly as possible.

- b) Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 6.03.
 - c) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or the Union relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- 6.02 a) In the event of a grievance, an employee or the Union will take the matter up with the supervisor and/or designate within and not after ten (10) working days after the employee became aware of the incident or circumstances giving rise to the grievance.
- b) **Policy / Group Grievance**
A policy grievance or group grievance shall be taken up within and not after fifteen (15) working days after the date of the incident giving rise to the grievance.
- 6.03 The following procedure shall be adhered to in processing grievances, save as otherwise provided in this Agreement:

Notwithstanding the grievance procedure identified below, where possible and/or applicable, the parties at the local level agree to discuss and/or attempt resolution to the matter prior to initiating the grievance procedure.

Step 1

The employee will take the matter up verbally or in writing with the supervisor and/or designate as set out in Article 6.02(a). The employee may be accompanied by a designated Union Representative. The supervisor and/or designate will provide a response within three (3) working days.

Step 2

If a settlement satisfactory to the employee has not been reached under Step 1, the designated Union Representative may, within, but not after, ten (10) working days from the receipt of the decision under Step 1, submit the grievance electronically to the Manager of Employee Relations and/or designate. The grievance shall contain a concise statement of the facts complained of and the redress sought. It shall be signed by the designated Union Representative. There shall be a meeting to discuss the grievance within ten (10) working days of the submission of the grievance.

The Manager of Employee Relations and/or designate shall give the decision in writing within five (5) working days of the date of the Step 2 meeting. Failing satisfaction with the written reply of that official, the grievance may be referred to arbitration provided such action is taken within twenty (20) working days of the reply, or any extension agreed to under Article 6.07. Failure to do so means that the grievance is deemed to be withdrawn.

- 6.04 a) A Union policy grievance, which is defined as an alleged violation of this Agreement, may be submitted electronically by the designated Union Representative to the Manager of Employee Relations at Step 2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be advanced to arbitration in the same manner and to the same extent as the grievance of an employee.
- b) Where more than one (1) Employee has the identical grievance, the Union may submit a group grievance signed by the designated Union Representative, at any time within ten (10) full working days after the circumstances giving rise to such group grievance occurred or originated, to the Manager of Employee Relations who shall respond in writing at Step 2 of the grievance procedure to the designated Union Representative. Failing satisfaction, the grievance may be advanced to Arbitration under Article 7.
- c) A policy grievance of the Employer shall be in writing and may be initiated by the Board, by submitting the grievance electronically to the Union within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated. If any such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to arbitration under Article 7.
- 6.05 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the grievance or arbitration procedure.
- 6.06 a) **Voluntary Grievance Mediation**
Prior to formally referring an unresolved grievance, as defined under Article 6, the parties, by mutual agreement, may refer the disputed matter to voluntary grievance mediation for settlement. The parties shall agree on the mediator and the time-frame in which a resolution is to be reached.
- b) The timelines outlined in the grievance process shall be frozen at the time the parties mutually agree to use the grievance mediation procedure. Should the grievance remain unresolved within the allotted time-frame established by the parties, the matter shall be referred back to the formal grievance arbitration process and the timelines in the grievance procedure shall continue from the point at which they were frozen.
- c) **Expenses**
The expenses of the mediator shall be equally shared by both parties.
- 6.07 Any of the time limits in this Article or Article 7 may be extended by mutual agreement of the Parties in writing.

ARTICLE 7 – ARBITRATION

- 7.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 6 above, and which has not been settled, may be referred to a Board of Arbitration at the written request of either the Union or the Employer within ten (10) working days of the reply under Step 2 of the Grievance procedure set out in Article 6.03.
- 7.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as the Chair chosen by the other two (2) members of the **Arbitration** Board.
- 7.03 a) When either Party requests that a grievance be submitted to Arbitration, the request shall be made electronically to the other Party indicating the name of its nominee to the Board of Arbitration. Within fifteen (15) calendar days of the request of either Party for a Board **of Arbitration**, the other Party shall answer by registered mail indicating the name of its nominee to the Arbitration Board. If the recipient of the notice fails to appoint a nominee, the Minister of Labour of the Province of Ontario will be asked to nominate a person to represent that Party.
- b) Notwithstanding the conditions set out in a) above, a single Arbitrator, who shall have the same rights, powers and/or decision making abilities as that of a Board of Arbitration or Chairperson, may be proposed by either party, and if such agreement is reached, then the conditions set out in a) above shall be disregarded.
- 7.04 Should the person chosen by the Employer to act on the Board of Arbitration, and the person chosen by the Union, fail to agree on a third person within ten (10) days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson.
- 7.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both Parties.
- 7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.07 Each of the Parties to this Agreement will bear the expenses of the nominee appointed by it, and the Parties will jointly bear the fees and expenses, if any, of the Chairperson.

ARTICLE 8 – NO STRIKES, LOCKOUTS

- 8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lockout. Both "strike" and "lockout" shall have the meaning as defined in the Ontario Labour Relations Act.

ARTICLE 9 – SENIORITY

- 9.01 The following rules governing seniority are designed to give employees an equitable amount of job security based on their qualifications to perform the work that is available and their seniority with the Employer.
- 9.02 New employees will be on probation until they have worked four (4) calendar months. The Employer may request mutual agreement of the Union to an extension of the probationary period. As related to the terms of this Agreement, such employee will then be considered as a seniority employee with seniority dating back to the date of employment. Neither the Union or any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.
- 9.03 Whenever layoffs are required, the Employer will notify the Union in writing at least twenty (20) working days prior to the layoffs of (a) the job classifications involved, (b) the number of personnel affected in each job classification and (c) any variations from normal seniority which will be required as a result of specialist qualifications. Failure to give the required notice shall mean that the employees affected shall be paid for the time laid off up to a minimum notice time.
- 9.04 All employees shall appear on the same seniority list which shall specify seniority and job classification. Effective July 1, 2007, the following conditions will apply for the purpose of calculating seniority. Seniority will be calculated based on 1.0 FTE (Full Time Equivalent) for 12 months. Employees employed less than 12 months per year and/or less than full time per year will have their seniority calculated on a pro-rated basis. All seniority attained as of June 30, 2007 will remain intact. By November 1st of each year, the seniority list shall be published which shows the seniority which has been accrued to August 31 of the same year. Up-to-date seniority information will be available to the Union officials on an "as required" basis.
- 9.05 Seniority shall date from the date of employment with the Employer or its predecessor Boards. In the event employees are promoted or transferred to a position out of the bargaining unit, the employee will retain all previous seniority plus up to one (1) year while employed outside the bargaining unit.
- 9.06 Both Parties recognize that job security should increase in proportion to length of service, therefore, in the event of a layoff, employees shall be laid off in the reverse

order of their respective seniority subject to those employees who are retained being qualified and willing to perform the work required. The matter of qualifications is a decision of the Employer, which shall not be exercised in any unfair or unreasonable manner.

- 9.07 Where an employee is laid off because of lack of work or where a position has been deemed redundant by the Employer, the affected employee and the Union shall receive in writing an explanation of the job loss from the Employer and will have the right to bump the least senior employee in their job classification, within their supervisory area. If unable to bump within their supervisory area, they will bump the least senior employee outside of their supervisory area in the same job classification. If unable to bump within their job classification, and provided they meet the basic qualifications, they may bump the least senior employee in equal or successively lower paid job classifications.
- 9.08 In all cases where, under Article 9.06 or 9.07, an employee replaces the least senior member, the individual "bumping in" to the position will be given ten (10) working days to become familiar with the new job. In unique circumstances, the Board, may agree to extend this period to fifteen (15) working days. This period is not to be considered a training period. An Employee not capable of carrying out the duties of the position after ten (10) working days, or in unique circumstances fifteen (15) working days, will be laid off.
- 9.09 Seniority employees who are laid off because of lack of work will be retained on the seniority list for a period equal to their seniority at the time of layoff, but in no event to exceed two (2) years. During that period, they will be subject to recall in order of their seniority if suitable work becomes available which they are qualified to perform.
- 9.10 Recall to work shall be by registered letter or outside courier addressed to the last address recorded by the employee with the Employer. It shall be the duty of the employee to notify the Employer promptly of any change in address. Should the employee fail to do this, the Employer shall not be responsible for failure of a notice sent by registered mail or outside courier to reach such employee. An employee who is recalled to work must signify intent to return within five (5) working days after a notice of recall has been received and must return on the date specified or give valid reasons why this is not possible, and will return within ten (10) working days of acceptance of such valid reasons in any event, or forfeit right to recall. The time limits in this Article 9.10 may be extended by the Employer.
- 9.11 Seniority previously accumulated will be lost and the employee's services will be terminated whenever an employee:
- a) voluntarily leaves the employ of the Employer;
 - b) is discharged and not reinstated through the grievance or arbitration procedures.

- 9.12 No employee who has attained seniority shall be laid off due to lack of work while there is a temporary employee on the payroll doing the same type of work in which the redundancy has occurred subject to such seniority employee being qualified and willing to perform the job of the temporary employee.
- 9.13 a) Seniority shall be established on the basis of continuous service with the Board or its predecessor Boards and calculated from the employee's last date of hire.
- b) This will confirm that the parties understand and agree that commencing January 1, 2001, any employees hired to commence work on the same date will be placed on the seniority list in alphabetical order, by surname. This rank ordering will be used to determine seniority for the purpose of job postings under Article 11.06 of the collective agreement. Should an employee change **their** name it will have no effect on the seniority ranking, which shall be determined, as above on the start date.
- 9.14 The Union shall be notified in writing of all hires, terminations, transfers, layoffs, probation extensions and recalls within fifteen (15) working days of the event. Such notification shall include the employee's name, address, Employee ID number, phone number, date of hire and the occupational classification.
- 9.15 The Union shall be provided with the names and work locations of temporary employees performing Plant Department work.

ARTICLE 10 – DISCHARGE AND DISCIPLINE

- 10.01 A claim by an employee, who has attained seniority, of discharge without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the **Manager of Employee Relations** or designate at Step 2 of the grievance procedure within seven (7) working days after the employee ceases working for the Employer. Such special grievances may be settled by:
- a) confirming the management's action in dismissing the employee; or
- b) reinstating the employee with full compensation for time lost; or
- c) any other arrangement which is just and equitable in the opinion of the conferring Parties or a Board of Arbitration.
- 10.02 An employee who has been dismissed or suspended shall have the opportunity to meet with the designated Union Representative in a place provided by the Employer for a reasonable period of time before leaving the premises.
- 10.03 An employee called to appear before the General Manager, Physical Plant Facilities and/or designate for disciplinary action shall have two designated Union Representatives present. The employee shall have the right to appear before the General Manager, Physical Plant Facilities and/or designate without Union

Representations, providing **they** express this desire in writing to the designated Union Representatives.

- 10.04 Documents of a disciplinary nature may be removed after a one (1) year period from the employee's personnel file, provided that the employee has been discipline free for a period of one (1) year from the date of their discipline.

ARTICLE 11 – JOB POSTING

- 11.01 a) In the event that new jobs are created or vacancies occur in jobs other than as set out in section (b) herein, the Employer will post such new jobs or vacancies on **DP24**, beginning on a pay day, for a period of five (5) working days in order to allow employees to apply in writing before outside applications are considered. When special skills or tradespersons are required after notifying the Union, the Employer may advertise for the said employee. **The name of the successful applicant for each job posting shall be posted on DP24** within fifteen (15) working days from the date the **position has been accepted**.

The Chief Steward and Recording Secretary of the Union shall receive an electronic copy of each posting posted on **DP24**.

- b) Employees shall be limited to one (1) lateral move under section a) above or section c) below in each twelve (12) month period. The following is considered a lateral move:
- i) an employee transferring, as a result of applying to a posting, to the same position with the same scheduled working hours.

For clarification, the following are examples of non-lateral moves:

- ii) for unassigned custodians who post into custodial positions, their first transfer only, is not a lateral move. Successful applicants are then subject to the provisions of section b) above;
- iii) an administrative transfer initiated by the Employer.
- c) All employees applying to a posting, if they are the successful applicant, will be offered the position. Where such an employee declines an offer on more than two (2) occasions between September 1 and August 31, they will be automatically awarded the position on the third posting if they are the successful applicant. Where such an employee has applied to more than one (1) position, if they are the successful applicant on more than one (1) posting, they will be given the choice of which position to accept when contacted by the Human Resources Department.

11.02 In making changes, transfers or promotions within the Maintenance Classifications and all Lead Hand positions, the Employer shall consider the following two (2) factors in determining which employee is to be selected:

- a) seniority; and
- b) the ability, qualifications, knowledge, training and skill of the applicant to do the job. When factor (b) is equal as between two (2) or more employees, their seniority shall govern.

For Custodial Lead Hand positions, the top five qualified candidates only will be selected for an interview. All candidates must have a minimum of four years full time internal custodial experience and must have successfully completed the Basic Custodial course, and the Advanced Custodial or Preventative Maintenance course offered by the Plant Department.

For custodial and cleaning positions, the applicant with the most seniority will be selected.

11.03 An employee transferred or appointed to a higher classification in the Bargaining Unit shall be on a trial period in the new position for twelve (12) working weeks from the date they start in the new position. An employee whose performance is not satisfactory shall be returned to the position and salary from which such employee was moved.

11.04 In the case of Head Custodians, the following rules shall take precedence over any other provision of this Article:

a) Reclassification of Head Custodian

The salary of a Head Custodian who is reclassified to a lower Head Custodian classification because of the Employer's operational requirements will be reduced to the appropriate level of the new position according to seniority after four (4) weeks. (Refer to Schedule "A")

b) A Custodian who is specifically assigned to relieve a Head Custodian or Lead Hand during an absence of one (1) **full** day or more shall be paid the appropriate Head Custodian or Lead Hand rate. In order to qualify for payment, the days worked as a Head Custodian or Lead Hand must be reported for processing as required within two months of the acting assignment, except in extenuating circumstances.

c) When a Head Custodian is reclassified by the Employer, to a Custodian, the salary will be frozen until the salary of the new classification exceeds the present salary.

11.05 Employees who are away from work due to illness or an approved leave for up to one (1) year shall maintain their position, seniority and any other rights covered under

this Collective Agreement. During such periods, the Employer may fill the assignment with a temporary employee. Employees hired under such arrangement shall not acquire seniority.

- 11.06 For Head Custodian positions, the most senior applicant who has successfully completed or is deemed to have completed the Advanced Custodial Course shall be selected. Employees, who have successfully completed both the Basic Custodial Course and the Preventative Maintenance Course, are deemed to have completed the Advanced Custodial Course.
- 11.07 Any employee who **is in their probationary period** shall not be eligible to apply for postings.
- 11.08 Employees who are transferred or promoted to a position at a higher rate of pay shall receive that higher rate of pay commencing on the effective date of assignment, as stated on the posting. Notwithstanding the foregoing, in the case of assignments to newly constructed facilities, the employee shall receive the higher rate of pay commencing on the first day the employee is actually at work performing the higher duties.
- 11.09 The Employer agrees to **provide copies of all existing and changed** job descriptions **to the Union**, for which the Union is the Bargaining Agent.

Furthermore, the Employer will provide the Union with a highlighted copy of all changes that have occurred since the last description was sent.

ARTICLE 12 – HOURS OF WORK

- 12.01 a) The normal work week shall consist of forty (40) hours comprising eight (8) hours per day broken by not more than one (1) hour for lunch on the day shift Monday to Friday inclusive. In schools with only one (1) custodian, the day may be broken by not more than two (2) hours for lunch.
- b) Where operational needs allow, the summer hours shall be between the hours of 6:30 a.m. to 4:00 p.m. with a lunch break of half (1/2) hour (8 1/2 hours per day).
- c) Hours of work in the Maintenance Department shall be between the hours of 7:00 a.m. to 4:30 p.m. with a half (1/2) hour lunch period for the day shift (8 1/2 hours per day) and 3:30 p.m. to 11:30 p.m. with a half (1/2) hour paid lunch for the afternoon shift.
- d) Upon approval by the General Manager, Physical Plant Facilities or designate, employees requesting adjusted work hours during the summer periods may work one (1) additional straight time hour from Monday to Thursday in order to complete their work day on Friday at noon, where operational needs allow.

- 12.02 One-half (1/2) hour mealtime shall be included as part of the regularly scheduled work period for employees who begin their shift at or after 10:00 a.m.
- 12.03 Subject to other provisions in this Agreement, the Employer does not guarantee to provide work for any employee or to maintain the workweek or working hours presently in force.
- 12.04 Employees shall be entitled to a ten (10) minute rest period in each four (4) hour work period or major fraction thereof.
- 12.05 All employees are expected, as a condition of their employment, where emergency conditions or workload demand, to work in excess of their regular hours, including weekends, on request. Employees required to carry out such work shall do so unless they can demonstrate urgent personal reasons why they cannot.
- 12.06 To accommodate the Board-sponsored International Language Program in schools, custodians will start work prior to the commencement of the Program and they will work the number of hours assigned, with a three (3) hour minimum.
- 12.07 For day-shift Custodian positions, the workday shall commence between 6:30 a.m. and 10:00 a.m.
- 12.08 All work schedules will be in writing signed by the area Supervisors and posted in the workplace. Work schedules shall be reviewed as deemed necessary by the Board to ensure operational needs are met.

ARTICLE 13 – OVERTIME

- 13.01 a) Overtime at the rate of time and one-half (1-1/2) of the employee's basic rate shall be paid for all hours worked in excess of the employee's regularly scheduled daily hours or in excess of forty (40) hours per week.
- b) Overtime at the rate of double (2) time shall be paid for all hours worked on a Sunday.
- c) Overtime at the rate of double (2) time shall be paid for all hours worked on a paid holiday as set out in Article 14.
- d) In lieu of payment for each hour of overtime worked, the employee shall be entitled to one and a half (1-1/2) hours time off, or two (2) hours, whichever is applicable, to a maximum of forty (40) hours time off. Lieu time earned from January 1st until June 30th must be scheduled and taken by September 30th of the year in which the lieu time was earned. Lieu time earned between July 1st and October 31st must be scheduled and taken by December 31st in the calendar year which the lieu time was earned. In the event that an employee has not taken **their** lieu time by December 31st of the calendar year in which the lieu time was earned, the Employer will make a

payment to the employee in January of the subsequent calendar year of the equivalent amount in overtime pay.

This lieu time off will be scheduled by mutual consent of the employee and the employee's supervisor.

- 13.02 The Employer agrees that it is the intent of this Article that employees will not be laid off or sent home before completing their normal scheduled work period for the sole purpose of avoiding the requirement to pay overtime rates of pay for hours already worked on the same day.
- 13.03 Overtime will be approved by Management and assigned to qualified employees by seniority rotation at each site. If no staff at the site are available for coverage, the overtime will be offered in order of seniority by rotation to qualified employees in the floater pool in the same supervisory area, followed by the floater pools in other supervisory areas.
- 13.04 An employee who has already left the working facility and is recalled to perform work outside of such employee's scheduled shift, shall be paid for a minimum period of two (2) hours at the appropriate overtime rate.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 The paid holidays recognized by the Employer for employees regularly scheduled to work in excess of twenty-four (24) hours per week are as follows:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Remembrance Day (if declared a school holiday
Canada Day	by the Minister of Education, and any other
Civic Holiday	days if so proclaimed as school holidays)

In addition to the above named holidays, in the event the last working day prior to Christmas is a school day, regular hours of work shall apply and a half (1/2) working day before the New Year holiday shall be granted in lieu. When the last working day prior to Christmas is not a school day, the hours of work on that day shall be a half (1/2) day (4 hours) between the hours of 7:30 a.m. and 1:00 p.m., and the employees shall be paid for the normal scheduled hours they would have otherwise worked on that day.

- 14.02 In accordance with the Employment Standards Act in order to qualify for paid holidays, employees must work their regularly scheduled workday immediately preceding and following the holiday, be on authorized paid vacation or on authorized paid leave, including paid sick leave during this period.

- 14.03 Holidays falling on Saturday or Sunday will be observed on Friday or Monday at the discretion of the Employer, or both if dual holidays are involved.

ARTICLE 15 – VACATIONS

- 15.01 Vacations with pay shall be granted to all employees covered by this Agreement at times to be determined by the Employer in accordance with and to the extent of the following provisions:

- a) Normal vacation entitlement is calculated from September 1st of the preceding year to August 31st of the vacation year. Vacations must be taken by August 31st of the following year. Vacations must be arranged in the operating year in which they are taken; cannot be accumulated; and shall be paid at the employee's regular rate of pay during the vacation period.
- b) Maintenance employees shall arrange vacation schedules with the Supervisor having in mind special maintenance projects.
- c) If a paid holiday to which the employee is entitled falls within the vacation period, an extra day will be granted and added to the vacation period.
- d) Service Requirements: Vacation with Pay Entitlement

Less than 1 year	-	1 day for each full month of service to a maximum of 10 days
After 1 year	-	2 weeks
After 2 years	-	3 weeks
After 10 years	-	4 weeks
After 20 years	-	5 weeks

Where a ten (10) month employee transfers into a twelve (12) month position, vacation allocation will be prorated from the start date of the twelve (12) month position up to August 31st.

- e) An employee who begins employment after September 1st in any year shall not be entitled to the one (1) week increase in vacation allowance of the next higher level of vacation entitlement until after the anniversary date of employment. Such additional week of vacation shall be taken by August 31st of the following year.
- f) The following school year breaks are automatic lay-off periods for all 10-month school employees: Christmas, Spring and Summer.

15.02 An employee leaving the employ of the Employer prior to August 31st shall be entitled to receive vacation credits calculated on a percentage of earnings, as follows:

Less than 2 years	4%
After 2 years	6%
After 10 years	8%
After 20 years	10%

15.03 Vacation schedules shall be posted by August 15th of each year. Requested changes must be submitted in writing and approved by the Supervisor.

15.04 Vacation pay entitlement shall be added to each regular pay for 10-month school year employees.

15.05 Where an employee becomes eligible for bereavement leave while on approved vacation, the employee shall be granted equivalent eligible vacation days off at the time mutually agreed to by the employee and the Board.

Time off for bereavement must be supported by a copy of the death notice. These vacation days must be taken within one (1) calendar year.

15.06 **Three Days' Time Off**
The Board agrees to provide employees with three **(3)** days' time off to be scheduled for each group of employees as follows:

Twelve (12) Month Employees:

- Time to be scheduled during the Christmas break, where operational needs allow.
- Time to be scheduled by mutual consent of the employee and the supervisor.

Ten (10) Month Employees:

- Time to be scheduled on the designated professional activity days as identified on the school year calendar.
- Time to be scheduled by mutual consent of the employee and the supervisor.

It is understood and agreed that these days off have no monetary value, cannot be carried from year to year, and must be taken on the dates indicated.

ARTICLE 16 – SICK LEAVE

16.01 For an absence of five (5) or more consecutive working days, the employee shall provide, on request, medical (or dental) evidence verifying the illness. If it should appear that any employee is abusing sick leave provisions, they will be advised that, in future, medical (or dental) certification will be required as proof of illness of any duration.

An Employee on a medical leave receiving a **Medical Certificate** from the Board, shall present this form to the attending physician for completion. The Employee will also sign the form authorizing the physician to release the information included on the **Medical Certificate** to the Board. The form, as completed by the physician, is to be returned to the Health Promotion & Wellness Department within the timelines requested, except in extenuating circumstances.

16.02 An employee prevented from performing **their** normal duties due to illness, shall notify **their** Supervisor as soon as possible.

16.03 When an employee is absent as a result of an accident while at work and consequently is awarded Workplace Safety & Insurance Board benefits, the Employer shall continue to pay the employee the difference between what the Employer pays the employee and what the Employer receives from the Workplace Safety & Insurance Board as per legislation.

Employees who are or may be absent for seventy-five (75) working days of continuous disability or who are on an approved vocational rehabilitation plan and cannot sustain full hours at work, must apply for Long Term Disability benefits which if the employee is eligible, will begin on the 76th day of absence (See Article 19.01 d)).

ARTICLE 17 – LEAVES OF ABSENCE

17.01 a) All employees can apply for leaves listed under the Employment Standards Act of Ontario, and as outlined in the Board's General Administrative Procedures.

b) At the discretion of the Employer, an employee may be granted a reasonable leave of absence without pay for up to one (1) year. Such leave time in excess of one (1) month shall be without benefits.

c) A written application for leave must be submitted by the employee at least thirty (30) days prior to the requested leave; recommended by the General Manager, Physical Plant Facilities, or designate, and approved by the Superintendent of Human Resources & Employee Relations or designate. Leaves must not adversely affect the operation of the Department or the Board.

17.02 Upon ten (10) working days advance written notice by the local Union, the Employer shall grant a leave of absence to a maximum of eight (8) employees (or more with Board approval) to any member of the bargaining unit who is required to attend to Union business not covered by Article 5.04, providing such leaves do not unduly interfere with the Employer's operations. The local Union shall reimburse the Board for the salary, statutory benefits (excluding extended health benefits) and LTD premium involved.

17.03 An employee shall be granted up to a maximum of five (5) working days bereavement leave of absence with pay in the case of the death in the employee's immediate

family. "Immediate family" is defined as a spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.

An employee shall be granted up to a maximum of two (2) working days bereavement leave in the case of the death in the employee's family to attend the funeral. This will be in the case of the death of an uncle, aunt, grandparent, brother-in-law, son-in-law, daughter-in-law, sister-in law, niece or nephew. The time required, not exceeding one (1) working day shall be granted without loss of pay to an employee to attend a funeral as a pallbearer, provided such employee has the authorization of the General Manager, Physical Plant Facilities which shall not be unreasonably withheld. The employee shall provide evidence upon request. Bereavement leave is not applicable where an employee is on a leave of absence or sick leave at the time of bereavement.

17.04 a) The Employer shall grant leave of absence without loss of seniority to an employee who serves on a jury or as a witness in any court pursuant to a jury notice or subpoena. The Employer shall pay such employee the difference between normal earnings and the payment received for jury services or court witness, excluding payment for travelling, meals or other expenses. Payment shall not be granted where the employee is a party to the court action. The employee will present proof of service and the amount of pay received.

b) An employee who is quarantined (as identified in writing by the Medical Officer of Health) shall be granted paid leave of absence without loss of seniority for the duration of the quarantine, **provided the employee provides proof of the quarantine declaration.**

17.05 An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted unpaid leave of absence without benefits and without loss of, or increase in seniority, by the Employer, for a period of up to one (1) year. Leave for elected public officials shall be renewed each year on request during the term of elected office. Leave for full-time positions with the Union, or any body with which the Union is affiliated, shall be limited to a maximum of one (1) year. Leaves of absence under this clause shall be limited to one (1) employee at a time.

17.06 Pregnancy, Parental and Adoption Leave shall be granted in accordance with the terms and conditions of the Employment Standards Act. An employee must:

- a) pay the employee's contributions for benefits, if any, in advance of commencing such leave in order to maintain benefit coverage during a pregnancy, parental or adoption leave; or
- b) provide the Employer with written notice that the employee does not intend to pay the employee's contributions, if any, in advance of commencing such leave.

Employees returning to work from the statutory pregnancy, parental or adoption leave of up to eighteen (18) months will be returned to their previous assignment if the position still exists; if not available, an equivalent assignment will be offered.

Upon request, an extension of up to one (1) year shall be granted to any employee who is entitled to a statutory pregnancy, parental, or adoption leave. Upon return to employment, the employee shall be entitled to a position for which the employee is qualified at the same level as the position held prior to the leave in either the north or south, depending on the employee's place of residence.

- 17.07 The Board shall grant an employee a paternity leave of four (4) days with full salary and benefits for the birth or adoption of **their** child. Such paternity leave may be taken within the period one (1) month prior or one (1) month after the birth of the child.
- 17.08 The Director of Education or designate may grant emergency leave up to a maximum in any year of five (5) days as per the Emergency Leave Guidelines Memo. With the exception of days granted under 17.03, such days granted shall be deducted from emergency leave credits.
- 17.09 At the request of the Union, and upon two (2) weeks advance written notice, the Board shall grant the President of the Union a leave of absence with pay for the duration of the President's term of office, or any lesser period which may be requested by the Union, provided that the Union reimburses the Board for the salary, statutory benefits (excluding extended health benefits) and LTD premium involved. Upon completion of the President's leave, the employee shall be returned to **their** previous assignment. Regardless of the length of the President's leave, full seniority rights shall be granted.
- 17.10 At the discretion of the Board, an employee may be granted an Education Leave of Absence without pay or benefits for up to one (1) year. A written application for leave shall be made to the Superintendent of Human Resources & Employee Relations or designate at least four (4) months prior to the proposed commencement of the leave. For employees employed in the schools, it is preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term. For a leave of less than four (4) months, the employee shall be returned to **their** previous assignment; for a leave of greater than four (4) months, the employee shall be returned to a position at the same level as the position held prior to the leave. Regardless of the length of the education leave, full seniority rights shall be maintained.
- 17.11 An employee who is required by the Board to be absent for professional purposes may be granted a leave of absence for up to five (5) days within a school year without loss of pay or sick leave deduction.

17.12 The parties agree to implement the approved Deferred Salary Leave Plan effective September 1st, 2007. This approved plan is considered to be appended to the collective agreement.

17.13 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 immediately following the birth of their 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 their child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

17.14 Short-Term Paid Leaves

A maximum of five (5) days per school year shall be granted for emergency leave without loss of salary and without deduction from sick leave.

17.15 Indigenous Leave

The five (5) short term paid leave days may also be used to allow Indigenous employees paid leave for the following purposes:

- a) Voting in elections as indicated by a self-governing Indigenous authority where the employees' working hours do not otherwise provide three consecutive hours free from work; and
- b) Attendance at Indigenous cultural/ceremonial events.

ARTICLE 18 – PENSION PLAN

- 18.01 The Employer shall make a contribution on behalf of each employee enrolled in the pension plan, in accordance with the provisions of the Ontario Municipal Employees Retirement System (OMERS).
- 18.02 Employees shall retire in accordance with the terms of OMERS.

ARTICLE 19 – BENEFITS

19.01 Subject to, and in accordance with the conditions of eligibility as defined by the plans, the Employer shall assume the payment of premiums of the employee benefit plans in the proportion herein specified based upon full-time employment of employees eligible to enroll in such plans.

- a) The Employer shall assume single benefit coverage for semi-private and major medical for all full-time employees unless otherwise directed. Single dental coverage, basic life insurance and Long Term disability are mandatory and all full-time employees must carry these benefits.
- b) The Employer shall assume one-half (1/2) of the under-noted percentage premium costs for all part-time employees who elect to join semi-private, major medical and dental coverage. Basic life insurance and Long Term Disability plans are mandatory and all part-time employees must carry these benefits. The Board shall pay 100% of the required premiums. Actual benefit coverage will commence on the date upon which the Benefits Department receives the complete and fully executed documentation package.
- c) Probationary employees shall be covered under the applicable employee benefit plans in accordance with eligibility specified in the respective plans.

The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any employee should an insurer fail or refuse to pay or provide same, in whole or in part.

- i) Group Life Insurance \$10,000 basic Life Insurance coverage.....100% of required premium. Additional optional Life Insurance coverage at 3 X annual salary.....80% of required premium.
- ii) Effective January 1, 2009
Major Medical Plan with extension to cover: eyeglasses \$200, hearing aids \$2,000 every five (5) years, Chiropractic coverage maximum \$275 per person and Health Care outside Canada. Deductible \$10 single, \$20 family.....90% of required premium.
- iii) Semiprivate Hospital Coverage.....100% of required premium.

- iv) Dental Plan II based on current O.D.A. Fee Guide.....90% of required premium. Maximum Orthodontic \$3000. Maximum individual Dental \$2000.
- d) The Board shall pay 100% of the required premiums for the group Long Term Disability (LTD) Plan. Employees who are absent for seventy-five (75) working days of continuous disability or who are on an approved vocational rehabilitation plan and cannot sustain full hours at work, must apply for Long Term Disability benefits which if the employee is eligible, will begin on the 76th day of absence.

Employees who have made application for Long Term Disability and who have not been granted LTD benefits on the 76th day of illness shall continue to receive a salary of seventy (70) percent of wages, deducted from sick leave credits.

Upon approval of Long Term Disability benefits, an employee must reimburse the Board for any salary paid after the 75th day of disability. Upon reimbursing the Board for monies owed, the appropriate number of sick leave credits shall be reinstated to the employee.

- 19.02 The Employer reserves the right to change **LTD** carriers at any time, providing that the benefits in the opinion of the Employer are equal or better. The Employer will notify the President of the Union, in writing, of any changes to the plan and a hard copy of the Master Benefit policies will be sent to the local Union office, when revised.

Long Term Disability Plan

All present and newly hired employees shall be covered by the Long Term Disability Plan if they are eligible as defined by the Plan.

- 19.03 For the purposes of eligibility for benefits coverage under Articles 19.01 (c), (d), (e), an employee's "family" shall include spouse and unmarried dependent children to age 21, or age 25 if in full time attendance at an accredited institute of learning.

- 19.04 Subject to and in accordance with the conditions of eligibility as defined by the plan, the Board shall make available through its insurers optional life insurance coverage for dependent spouses and dependent children (including children who would qualify under Article 19.03) of employees. The following conditions shall apply to such insurance:

- i) Such insurance shall be available in units of \$10,000 up to a maximum of ten (10) units.
- ii) The employee shall pay the cost of such insurance and shall pay the yearly premium either:
 - a) in full at the time of applying for such insurance, or

- b) by means of bi-weekly deduction.

ARTICLE 20 – WAGES AND ALLOWANCES

- 20.01 The Employer shall pay the rates and wages as outlined in Schedule "A" attached to and forming part of this Agreement. All wages will be deposited directly into the employee's bank account and payment information shall be maintained in the Employee Portal which can be printed by the employee.

It is understood that the Board will maintain the Employee Portal and that the Employer will advise members of the established practice for access to the Portal and who the employees need to contact in order to be registered on the system.

- 20.02 Employees who are required to use their vehicle for authorized business of the Employer shall be reimbursed at the following rate:

Canada Revenue Agency (CRA) per kilometer rate for travel;

Mileage shall be calculated from the first work assignment and end at the last work assignment of each day.

- 20.03 An employee whose employment commences after September 30, 1979 shall not be eligible for retirement gratuity.
- 20.04 An Employee who is required to be on standby shall be paid for two (2) hours at the regular rate of pay for each weekend spent on standby and three (3) hours for each long weekend spent on standby.
- 20.05 An Employee shall be paid a shift premium of twenty-five (25) cents per hour for work performed by the Employee during the midnight shift. For purposes of calculating overtime pay or Sunday premium, shift premiums shall not be considered as part of an Employee's applicable hourly rate.
- 20.06 An employee required to work more than ten (10) continuous hours shall be paid a meal allowance of five (5) dollars.

ARTICLE 21 – GENERAL CONDITIONS

- 21.01 The Employer shall provide bulletin boards which shall be placed so that all employees shall have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees, subject to the approval of the General Manager, Physical Plant Facilities or designate. Such approval shall not be unreasonably denied.

- 21.02 Wherever the singular or masculine appears in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.
- 21.03 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the rights and duties under it. For this reason, the Board shall issue a printed copy of the Agreement to each employee and post it on DP24. The agreement shall be printed in a union shop and the cost of all copies shall be shared equally between the Board and the Union.
- 21.04 a) A permanent employee, upon attaining seniority, shall be paid supplied with:
- | | |
|------------------------|----------|
| 2 pairs of trousers | 1 hat |
| 1 winter storm coat | 3 shirts |
| 1 windbreaker | |
| a pair of safety shoes | |
- b) After one (1) year of service, employees set out in (a) above may request uniform and shoe replacement to the following annual maximums:
- Effective April 30, 2021
- | | |
|-----------------------|----------|
| Maintenance employees | \$320.00 |
| Custodians | \$300.00 |
| Cleaners | \$200.00 |
- c) Employees are required to be dressed neatly in the approved uniform clothing when on duty and are responsible for any expenditure over and above the annual uniform replacement allowance required to maintain this clothing. All uniforms, clothing and shoes supplied remain the property of the Employer. Safety shoes must be worn as a condition of continued employment.
- d) Employees shall order the required uniforms consistent with this Article by April 30th of each year for intended distribution by September of the year in which ordered.
- 21.05 Once annually the Employer will permit the Union to use the Board's courier service to circulate its Custodial, Cleaning and Maintenance employees with a letter requesting that they inform the Union of their address and telephone number.
- 21.06 Neither the Union nor the Employer will discriminate against any employee:
- a) by reason of membership in the Union;
- b) within the meaning of the Ontario Human Rights Code.

21.07 **Technological Change**

If new machines or equipment are introduced or new or greater skills are required of the employees, all affected employees will be provided with the required training at the expense of the Board.

21.08 **Resignation/Retirement Notification**

An employee who intends to resign or retire shall provide the employer with at least four (4) weeks notice, whenever possible.

Such notification shall be in writing to the Superintendent of Human Resources & Employee Relations, with a copy to the Employee's Supervisor.

21.09 **Health and Medical Procedures**

Employees covered by the terms of this Collective Agreement shall not be expected nor required to provide health support services or administer oral medication to students.

21.10 **Pay Equity**

The parties agree to maintain pay equity in accordance with the Pay Equity Act.

ARTICLE 22 – PART-TIME EMPLOYEES

22.01 Notwithstanding any other section or Article of this Agreement, the applicability of specific terms relating to employees regularly scheduled to work from Monday to Friday twenty-four (24) hours per week or less shall be as follows:

- a) The provisions of Article 12.02 do not apply.
- b) The provisions of Article 12.04 relate to an eight (8) hour employee and employees who are scheduled for less than eight (8) hours shall have a ten (10) minute rest period for each full four (4) hours worked in a shift.
- c) To qualify for the premium pay of time and one-half (1-1/2) an employee must work over twenty-four (24) hours in a week or on a Saturday. To qualify for the premium pay of double time, an employee must work on a Sunday or on a paid holiday as set out in Article 14.01 and subject to Article 14.02.
- d) Article 14.01 is amended to delete Canada Day, Civic Holiday and Labour Day for those employees who are regularly scheduled to be off for the summer school vacation, Spring break, and/or Winter break, whichever is appropriate. The provisions of Article 14.02 still apply to qualify for pay.
- e) The wages for employees shall be as set out in Schedule "A".
- f) In accordance with Article 18.01, the Employer shall make the required contribution to the Plan on behalf of each other than continuous, full-time

employee eligible to join the OMERS in accordance with the provision of the Pension Benefits Act (1987).

- g) Any qualified part-time employee who wishes to work as a Custodian on a full-time basis during the summer break must notify **their** Supervisor in writing by May 1. For purposes of this Article, "qualified" shall mean successful completion of the Basic Custodial course.

The Board will determine the number of additional full-time custodian positions that will be offered to available qualified part-time employees during the summer break. Such positions will be offered based on seniority. The remaining part-time employees in excess of the work available, will be laid off. The provision of Articles 9.07 and 22.05 will not apply. No full-time employee shall be laid off as a result of a part-time employee working during the summer break.

In the event that part-time employees are not recalled by the first school day of the new school year, Articles 9.07 and 22.05 will then apply.

- h) All 10-month school employees will be paid vacation on their bi-weekly pay cheques.
- i) Sick leave and bereavement leave entitlement will be adjusted on a pro-rata basis dependent on hours of work.

22.02 Each year the Union President shall receive a copy of the school calendar which sets out dates for school openings and closings for summer vacation, Christmas and Spring breaks, the Board will comply.

22.03 Part-time cleaners shall be given the opportunity to apply for work during the summer holiday period. Appointment shall be at the existing part-time rate covered by Schedule "A".

22.04 When a part-time cleaner is absent for more than two (2) days, additional time will be assigned to other bargaining unit employees.

22.05 a) Cleaners who are laid off because of lack of work in their job classification may, if they are fully qualified to do so, bump the least senior cleaner. A cleaner who is recalled to work must signify intent to return within ten (10) working days of being advised of the recall.

- b) Bumping rights do not apply if an employee is surplus to their location only. Every attempt will be made to place the displaced Cleaner in an equivalent position, in the same geographical location.

ARTICLE 23 – HARASSMENT/SEXUAL HARASSMENT

23.01 The Board recognizes that the inherent right of all individuals to be treated with dignity and respect is central to Catholic values and Christian beliefs. As a Catholic educational community it is committed to the creation of a working environment which fosters mutual respect for the dignity and well-being of all employees and recognizes that every employee has a fundamental right to a workplace free from harassment. Harassment may include incidents involving unwelcome behaviour which **they** know or should know is unwelcome and includes, but is not limited to:

- Unwanted comments, conduct, suggestions or interference;
- Various forms of intimidation and aggressive behaviour;
- Verbal and emotional abuse;
- Withholding of information necessary to perform one's duties;
- "Bullying" – which is an attempt to undermine an individual through criticism, intimidation, hostile verbal and non-verbal communication and interfering actions;
- Abuse of position/authority – this does not include the normal exercise of supervisory responsibilities, including direction, counselling and discipline when necessary;
- Jokes, name-calling or displaying material (e.g. posters, cartoons) which demean, embarrass, or humiliate.

Sexual harassment may include incidents involving unwelcome sexual comment or conduct that intimidates, demeans or offends an individual and includes, but is not limited to:

- Unwelcome sexual innuendo;
- Unwelcome sexual advances;
- Inappropriate body contact;
- Request for sexual favours;
- Display of exploitive material;
- Leering;
- Unwelcome questions or comments about a person's sexual life;
- Unwelcome comments on a person's sexual attractiveness or unattractiveness.

It is understood that incidents involving alleged harassment or sexual harassment, shall be dealt with in accordance with GAP 305, prior to being the subject of a grievance.

23.02 Assault

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 shall apply to all employees covered by this Collective Agreement.

ARTICLE 24 – TERM OF AGREEMENT

24.01 This agreement comes into force from the 1st day of September, **2022** and shall remain in full force and effect until the 31st day of August, **2026** and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not more than three (3) months and not less than one (1) month prior to the date of its termination that it desires to terminate or amend this Agreement.

SCHEDULE "A" ANNUAL SALARIES

** Italicized items indicate titles or positions no longer in effect*

SEPTEMBER 1, 2022

Maintenance Classifications

<u>Category A</u>	\$86,819
(approx. hourly equivalent)	\$41.74/hour
Air Conditioning Mechanic	
Electrician	
Plumber	

<u>Category B</u>	\$82,680
(approx. hourly equivalent)	\$39.75/hour

<u>Category C</u>	\$80,683
(approx. hourly equivalent)	\$38.79/hour
Carpenter	
Carpenter Lead Hand	
Environmental Controls Technician	
Glazier	
Heating Controls Technician	
Painter	
Welder	

<u>Category D</u>	\$79,830
(approx. hourly equivalent)	\$38.38/hour
<i>Building Operator</i>	
Construction Carpenter	
Locksmith	
Sr. ICT Repair Technician	

<u>Category E</u>	\$72,634
(approx. hourly equivalent)	\$34.92/hour
Intermediate Audio Visual Technologist	
<i>Maintenance "A"</i>	

<u>Category F</u>	\$63,170
(approx. hourly equivalent)	\$30.37/hour
<i>Jr. Audio Visual Technologist</i>	
<i>Maintenance "B"</i>	

Responsibility Allowance: \$1,414 per annum for Maintenance Lead Hands prorated over the term of the assignment.

SCHEDULE "A" ANNUAL SALARIES

** Italicized items indicate titles or positions no longer in effect*

SEPTEMBER 1, 2023

Maintenance Classifications

<u>Category A</u>	\$88,899
(approx. hourly equivalent)	\$42.74/hour
Air Conditioning Mechanic	
Electrician	
Plumber	

<u>Category B</u>	\$84,760
(approx. hourly equivalent)	\$40.75/hour

<u>Category C</u>	\$82,763
(approx. hourly equivalent)	\$39.79/hour
Carpenter	
Carpenter Lead Hand	
Environmental Controls Technician	
Glazier	
Heating Controls Technician	
Painter	
Welder	

<u>Category D</u>	\$81,910
(approx. hourly equivalent)	\$39.38/hour
<i>Building Operator</i>	
Construction Carpenter	
Locksmith	
Sr. ICT Repair Technician	

<u>Category E</u>	\$74,714
(approx. hourly equivalent)	\$35.92/hour
Intermediate Audio Visual Technologist	
<i>Maintenance "A"</i>	

<u>Category F</u>	\$65,250
(approx. hourly equivalent)	\$31.37/hour
<i>Jr. Audio Visual Technologist</i>	
<i>Maintenance "B"</i>	

Responsibility Allowance: \$1,414 per annum for Maintenance Lead Hands prorated over the term of the assignment.

SCHEDULE "A" ANNUAL SALARIES

** Italicized items indicate titles or positions no longer in effect*

SEPTEMBER 1, 2024

Maintenance Classifications

<u>Category A</u>	\$90,979
(approx. hourly equivalent)	\$43.74/hour
Air Conditioning Mechanic	
Electrician	
Plumber	

<u>Category B</u>	\$86,840
(approx. hourly equivalent)	\$41.75/hour

<u>Category C</u>	\$84,843
(approx. hourly equivalent)	\$40.79/hour
Carpenter	
Carpenter Lead Hand	
Environmental Controls Technician	
Glazier	
Heating Controls Technician	
Painter	
Welder	

<u>Category D</u>	\$83,990
(approx. hourly equivalent)	\$40.38/hour
<i>Building Operator</i>	
Construction Carpenter	
Locksmith	
Sr. ICT Repair Technician	

<u>Category E</u>	\$76,794
(approx. hourly equivalent)	\$36.92/hour
Intermediate Audio Visual Technologist	
<i>Maintenance "A"</i>	

<u>Category F</u>	\$67,330
(approx. hourly equivalent)	\$32.37/hour
<i>Jr. Audio Visual Technologist</i>	
<i>Maintenance "B"</i>	

Responsibility Allowance: \$1,414 per annum for Maintenance Lead Hands prorated over the term of the assignment.

SCHEDULE "A" ANNUAL SALARIES

** Italicized items indicate titles or positions no longer in effect*

SEPTEMBER 1, 2025

Maintenance Classifications

<u>Category A</u>	\$93,059
(approx. hourly equivalent)	\$44.74/hour
Air Conditioning Mechanic	
Electrician	
Plumber	

<u>Category B</u>	\$88,920
(approx. hourly equivalent)	\$42.75/hour

<u>Category C</u>	\$86,923
(approx. hourly equivalent)	\$41.79/hour
Carpenter	
Carpenter Lead Hand	
Environmental Controls Technician	
Glazier	
Heating Controls Technician	
Painter	
Welder	

<u>Category D</u>	\$86,070
(approx. hourly equivalent)	\$41.38/hour
<i>Building Operator</i>	
Construction Carpenter	
Locksmith	
Sr. ICT Repair Technician	

<u>Category E</u>	\$78,874
(approx. hourly equivalent)	\$37.92/hour
Intermediate Audio Visual Technologist	
<i>Maintenance "A"</i>	

<u>Category F</u>	\$69,410
(approx. hourly equivalent)	\$33.37/hour
<i>Jr. Audio Visual Technologist</i>	
<i>Maintenance "B"</i>	

Responsibility Allowance: \$1,414 per annum for Maintenance Lead Hands prorated over the term of the assignment.

SCHEDULE "A" ANNUAL SALARIES

SEPTEMBER 1, 2022

<u>Custodial/Cleaner Classification</u>	<u>Basic</u>	<u>6 Months</u>	<u>1 Year</u>
Cleaners	\$25.13/hour	\$26.24/hour	\$27.36/hour
Custodian/ Floating Custodian (approx. hourly equivalent)	\$52,270 \$25.13/hour	\$54,579 \$26.24/hour	\$56,909 \$27.36/hour
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	\$54,621 \$26.26/hour	\$57,928 \$27.85/hour	\$61,422 \$29.53/hour
Head Custodian (<65,000 sq. ft.) (approx. hourly equivalent)	\$56,160 \$27.00/hour	\$59,467 \$28.59/hour	\$62,858 \$30.22/hour
Head Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	\$57,554 \$27.67/hour	\$61,277 \$29.46/hour	\$65,021 \$31.26/hour
Lead Hand (approx. hourly equivalent)	\$67,579 \$32.49/hour		
Storekeeper / Courier Driver (approx. hourly equivalent)	\$53,955 \$25.94/hour	\$56,451 \$27.14/hour	\$58,906 \$28.32/hour
Student Rate	Hourly rate tied to student minimum wage		

SCHEDULE "A" ANNUAL SALARIES

SEPTEMBER 1, 2023

<u>Custodial/Cleaner Classification</u>	<u>Basic</u>	<u>6 Months</u>	<u>1 Year</u>
Cleaners	\$26.13/hour	\$27.24/hour	\$28.36/hour
Custodian/ Floating Custodian (approx. hourly equivalent)	\$54,350 \$26.13/hour	\$56,659 \$27.24/hour	\$58,989 \$28.36/hour
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	\$56,701 \$27.26/hour	\$60,008 \$28.85/hour	\$63,502 \$30.53/hour
Head Custodian (<65,000 sq. ft.) (approx. hourly equivalent)	\$58,240 \$28.00/hour	\$61,547 \$29.59/hour	\$64,938 \$31.22/hour
Head Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	\$59,634 \$28.67/hour	\$63,357 \$30.46/hour	\$67,101 \$32.26/hour
Lead Hand (approx. hourly equivalent)	\$69,659 \$33.49/hour		
Storekeeper / Courier Driver (approx. hourly equivalent)	\$56,035 \$26.94/hour	\$58,531 \$28.14/hour	\$60,986 \$29.32/hour
Student Rate	Hourly rate tied to student minimum wage		

SCHEDULE "A" ANNUAL SALARIES

SEPTEMBER 1, 2024

<u>Custodial/Cleaner Classification</u>	<u>Basic</u>	<u>6 Months</u>	<u>1 Year</u>
Cleaners	\$27.13/hour	\$28.24/hour	\$29.36/hour
Custodian/ Floating Custodian (approx. hourly equivalent)	\$56,430 \$27.13/hour	\$58,739 \$28.24/hour	\$61,069 \$29.36/hour
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	\$58,781 \$28.26/hour	\$62,088 \$29.85/hour	\$65,582 \$31.53/hour
Head Custodian (<65,000 sq. ft.) (approx. hourly equivalent)	\$60,320 \$29.00/hour	\$63,627 \$30.59/hour	\$67,018 \$32.22/hour
Head Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	\$61,714 \$29.67/hour	\$65,437 \$31.46/hour	\$69,181 \$33.26/hour
Lead Hand (approx. hourly equivalent)	\$71,739 \$34.49/hour		
Storekeeper / Courier Driver (approx. hourly equivalent)	\$58,115 \$27.94/hour	\$60,611 \$29.14/hour	\$63,066 \$30.32/hour
Student Rate	Hourly rate tied to student minimum wage		

SCHEDULE "A" ANNUAL SALARIES

SEPTEMBER 1, 2025

<u>Custodial/Cleaner Classification</u>	<u>Basic</u>	<u>6 Months</u>	<u>1 Year</u>
Cleaners	\$28.13/hour	\$29.24/hour	\$30.36/hour
Custodian/ Floating Custodian (approx. hourly equivalent)	\$58,510 \$28.13/hour	\$60,819 \$29.24/hour	\$63,149 \$30.36/hour
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	\$60,861 \$29.26/hour	\$64,168 \$30.85/hour	\$67,662 \$32.53/hour
Head Custodian (<65,000 sq. ft.) (approx. hourly equivalent)	\$62,400 \$30.00/hour	\$65,707 \$31.59/hour	\$69,098 \$33.22/hour
Head Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	\$63,794 \$30.67/hour	\$67,517 \$32.46/hour	\$71,261 \$34.26/hour
Lead Hand (approx. hourly equivalent)	\$73,819 \$35.49/hour		
Storekeeper / Courier Driver (approx. hourly equivalent)	\$60,195 \$28.94/hour	\$62,691 \$30.14/hour	\$65,146 \$31.32/hour
Student Rate	Hourly rate tied to student minimum wage		

GENERAL FOOTNOTES

1. If Custodial or Maintenance Personnel work less than forty (40) hours per week and/or less than fifty-two (52) weeks per year, apart from recognized vacation and holidays, salaries, benefits and allowances will be adjusted on a pro-rata basis.
2. Where a salary range is given, employees shall progress through the range in accordance with satisfactory improvement in qualifications, unless written notice has been given that the required satisfactory improvement qualification has not been met, in which case the increase will be withheld pending attaining such required qualification. The withholding of the increase is grievable.
3. In order to qualify for course reimbursement, an employee must be requested to take a course by the Superintendent in charge and have the approval of the Director.
4. When a Custodian is promoted to a higher custodial classification, the Custodian will retain **their** previous experience level.
5. If the Head Custodian is absent from work, the Employer will permit the Custodian with the highest seniority **at that location** to work the day shift. If the Lead Hand is absent from work for one (1) day or longer, the Employer will appoint the most senior employee who is qualified at that location to fill the temporary position.
6. During winter months the Board may cancel busing, classes or close its schools and/or facilities, due to inclement weather.

Should any of the above noted actions take place, all custodial, joint use facilities custodial staff and maintenance staff are expected to report to work for their regularly scheduled shifts in order to provide service and/or prepare the schools and facilities for operation when they re-open.

Should it be necessary to call in members of the bargaining unit in advance of their scheduled hours of work, members will be advised by their Supervisor or by their Lead Hand/Head Custodian.

In the event of extreme weather conditions, unless alternate directions are provided by the Plant Department, staff who are unable to get to their regular location must contact their Supervisor and attempt to report to the nearest Dufferin-Peel school. If unable to get to the nearest school, advise their Supervisor who will report this absence as Code 30, Emergency Day, Weather.

MAINTENANCE FOOTNOTES

1. The present practice of the division of work assignments among Maintenance employees as of October 1st, 1976 shall be continued.
2. A Maintenance employee who is specifically assigned to relieve the Supervisor during absence of one (1) or more full consecutive days shall be paid a responsibility allowance of 75% of the difference between **their** salary and that of the Supervisor rate while so assigned.
3. The Classification of Maintenance "B" covers Maintenance employees.
4. A Maintenance "B" employee who is specifically assigned to relieve a Trades employee during an absence of one (1) or more full consecutive days shall be paid a responsibility allowance of 75% of the difference between **their** salary and that of the Trades employee while so assigned.
 - a) Maintenance personnel are required to supply their own tools required to perform the function of their trade and register their tools with the employer. The Employer will replace or repair personal tools which, in the opinion of the Employer, were worn or damaged at the Employer's work.
5. Students enrolling in the Board's co-op program will be placed with the respective trade employees on a rotating basis in a fair and equitable manner assigned by the appropriate Maintenance Supervisor.

Any issues arising from these placements should be discussed with the General Manager of Physical Plant Facilities.

Students will be required to participate in an orientation program that includes the Employer, Union member(s) and Co-Op Teacher(s). Students are expected to act in a responsible manner and failure to do so should be reported to the appropriate Maintenance Supervisor.

LETTER OF UNDERSTANDING #1

For the purpose of scheduling Maintenance activities during the afternoon shift, appointment shall be on a mutual agreement basis for employees who commenced employment prior to March 1, 1991.

LETTER OF UNDERSTANDING #2

Whereas the Board has entered into joint ownership agreements with other outside parties to operate Multi-Use Complexes which for purposes of this Letter of Understanding would incorporate a school, and, whereas the needs of these Complexes may be different from the operating procedures of present facilities, the parties agree that this Letter of Understanding shall apply to employees within this bargaining unit only, performing work within such Complexes. These Articles and Footnotes are amended as follows:

ARTICLE 8 – NO STRIKES, LOCKOUTS

- 8.01 There will be no strikes or lockouts as defined under the Ontario Labour Relations Act.

ARTICLE 12 – HOURS OF WORK

- 12.01 a) The Board shall set hours of work based on operating needs. The normal work week shall consist of forty (40) hours comprising of up to ten (10) hours per day including weekends.

Existing Article 12.06 does not apply.

Existing Article 12.07 shall be amended as follows:

"For day-shift custodian positions, the work day shall commence between 6:00 a.m. and before 10:00 a.m."

Notwithstanding the foregoing, the union acknowledges that the Board has the right to post weekend part time cleaner positions for Saturday and Sunday. Employees will be regularly scheduled to work between 16 – 24 hours per week.

As such the provisions of Article 22.01 c) do not apply and are replaced with the following:

To qualify for the premium pay of time and one-half (1½) an employee must work over twenty-four hours in a week. Time and a half will not be paid for a regularly scheduled shift which occurs on a Saturday unless it is in excess of twenty-four hours a week.

To qualify for the premium pay of double time on a Sunday, an employee must work over twenty-four hours in a week. Double time will not be paid for a regularly scheduled shift which occurs on a Sunday or on a paid holiday.

ARTICLE 13 – OVERTIME

- 13.01 b) Overtime at the rate of double time (2 times) shall be paid for all hours worked on a Sunday in excess of 24 hours per week.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 Article 14.01 is amended to include the following sentence: "Employees assigned to cover non-school operations on a paid holiday will be granted the aforementioned time in lieu at an alternate date within the following five (5) working days."

ARTICLE 20 – WAGES AND ALLOWANCES

- 20.08 Employees beginning their shift at or after 11:00 p.m. will qualify for the midnight shift premium.

Existing Article 20.04 does not apply.

GENERAL FOOTNOTES

Existing General Footnote #5 does not apply.

For the purposes of this Letter of Understanding, only the following facilities are considered to be Multi-Use complexes:

- St. Cecilia/Westervelt Corners Public Elementary School;
- St. Aloysius Gonzaga Secondary School;
- St. Marcellinus Secondary School;
- St. Joan of Arc Secondary School;
- Loyola Catholic Secondary School.

The Union acknowledges that the parties to the joint ownership agreement may end or not renew any custodial/maintenance contract, in whole or in part, for a Multi-Use Complex. Should this occur, all working conditions will revert back to the current collective agreement language.

The Board will advise the Local of any ongoing changes to the lists.

LETTER OF UNDERSTANDING #3

Applicants for maintenance positions, other than Maintenance B and Audio Visual Technologist, shall possess the required trade certificate for the position. Applicants who hold the required certificate, but do not possess the experience levels as stated in the job description, will be considered based on the following conditions:

1. The applicant's certificate will be valid.

2. The applicant will be assessed by the employer as to the applicant's level of experience in the trade.
3. The successful applicant will be assigned to the position for the period of time extending from the assessed level of experience to the experience required in the job description.
4. The successful applicant will be paid at a rate equal to seventy percent (70%) of the difference between the Maintenance B rate and the applicable trade rate, as set out in the collective agreement for the entire period stated in 3 above.
5. Upon successfully reaching the required level of experience, the successful applicant will thereafter be paid at the full trade rate.

LETTER OF UNDERSTANDING #8

Re: Staffing Ratio

The parties agree to the following staffing ratios:

A) Custodial Ratio

The parties agreed to establish a custodial full time equivalent staffing ratio to be included in the Collective Agreement based on the existing FTE staffing numbers and the total gross square footage as of May 8, 2007.

Custodial Ratio: 18,150 square foot/FTE*

*Formula – Total gross square footage ÷ custodial FTE

B) Maintenance Ratio

The parties agreed that the maintenance full time equivalent staffing ratio will be maintained at the current FTE maintenance staffing number existing as of May 8, 2007 until September 30, 2009.

Maintenance Ratio: 75 FTE

Based on the current FTE existing as of May 8, 2007.

LETTER OF UNDERSTANDING #9

Re: Supervision

Employees are not required to provide general supervision of students (Co-op students excluded – reference Maintenance Footnotes, Item 6), except as may be required in emergency situations.

LETTER OF UNDERSTANDING #11

Re: Professional Development Allocation

The parties agree that an Ad Hoc Committee comprised of three (3) representatives of the Union and three (3) representatives of the Employer plus appropriate resources, will meet to discuss professional development activities for members of CUPE Local 1483, no later than sixty (60) days after the beginning of the 2020-21 school year, or at a time otherwise agreed to by the parties.

LETTER OF UNDERSTANDING #14

Re: OMERS Contributory Earnings

The parties agree that this Letter of Understanding, which contains an excerpt only from the OMERS website regarding the definition of Contributory Earnings, is for information purposes only and is not grievable.

As a reference for Employees, the parties have agreed to include the current definition of contributory earnings under the OMERS Pension Plan, as amended from time to time. For more information, employees may access the OMERS website at: www.omers.com

Definition of Contributory Earnings:

Contributory earnings must include all regular recurring earnings for all plan members including the following:

- Base wages or salary.
- Regular vacation pay if there is corresponding service.
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service.
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members.
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (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 unpurchaseable 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.

LETTER OF UNDERSTANDING #15

Re: Contracting Out

The Union has raised concerns regarding contracting out.

The Board agrees that it will discuss, with the Union, any future contracting out that would result in the displacement of CUPE Local 1483 members before any final decision is made by the Board. These discussions will take place through an Ad Hoc committee comprised of up to three (3) representatives of the Employer and three (3) representatives of the Union, plus appropriate resources, at times to be determined by the Employer.

The recommendations of this Ad Hoc committee will be considered by the Board before any final decision is made by the Board.

LETTER OF UNDERSTANDING #17

Re: Acting Assignment Process for Acting Head Custodian or Lead Hand Positions

The parties agree to the following:

1. The current process of scheduling personnel for acting assignments will be reviewed by the Board.
2. The Board will explore and develop a transparent, formalized process to capture current practice.
3. The Union will be consulted through the Employee Relations Committee.
4. It is understood in the event that the Head Custodian or Lead Hand of a site is absent, the shift for that/those day(s) shall first be offered to qualified workers by seniority, at the affected site, before being offered to a Floating Custodian.
5. The parties have agreed that the new process will be in place effective September 1, 2016.

LETTER OF UNDERSTANDING #18

Re: Use of Board Vehicles

All employees operating a Board vehicle will receive a copy of and must adhere to the guidelines outlined in GAP 716.00 – Corporate Vehicle Usage Procedures

LETTER OF UNDERSTANDING #19

Re: Electronic Communication

The parties acknowledge that the Board communicates important information regarding its practices via electronic mail and as such it is important that employees access their Board e-mail on a regular basis.

The Board shall provide access to a computer and printing, for employment purposes, subject to Board procedures. The Board shall provide training as required.

LETTER OF INTENT #2

The Parties agree that if there are plans to amalgamate the Board's services, which impact on jobs within this bargaining unit, the Parties will meet to discuss this matter at least sixty (60) days prior to the implementation of such program.