

# COLLECTIVE AGREEMENT

between the

THE SUDBURY CATHOLIC DISTRICT SCHOOL  
BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1369  
C.L.C.

effective from September 1, 2022 to

August 31, 2026

# TABLE OF CONTENTS

## CUPE – 2022 Part A: Central Terms

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

<b>C7.00</b>	<b>CENTRAL LABOUR RELATIONS COMMITTEE .....</b>	<b>24</b>
C7.1	Preamble .....	24
C7.2	Membership .....	24
C7.3	Co-Chair Selection .....	24
C7.4	Meetings.....	24
C7.5	Agenda and Minutes .....	24
C7.6	Without Prejudice or Precedent .....	25
C7.7	Cost of Labour Relations Meetings .....	25
<b>C8.00</b>	<b>CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES .....</b>	<b>25</b>
<b>C9.00</b>	<b>ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS .....</b>	<b>25</b>
<b>C10.00</b>	<b>CASUAL SENIORITY EMPLOYEE LIST .....</b>	<b>25</b>
<b>C11.00</b>	<b>UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING .....</b>	<b>25</b>
<b>C12.00</b>	<b>STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) .....</b>	<b>26</b>
C12.1	Family Medical Leave or Critical Illness Leave .....	26
<b>C13.00</b>	<b>MERGER, AMALGAMATION OR INTEGRATION .....</b>	<b>27</b>
<b>C14.00</b>	<b>SPECIALIZED JOB CLASSES .....</b>	<b>27</b>
<b>C15.00</b>	<b>PROFESSIONAL ACTIVITY DAYS .....</b>	<b>27</b>
<b>APPENDIX A.....</b>		<b>28</b>
<b>APPENDIX B.....</b>		<b>29</b>
Sick Leave Credit-Based Retirement Gratuities (where applicable) .....		29
Other Retirement Gratuities .....		29
<b>APPENDIX C - Medical Certificate.....</b>		<b>30</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>		<b>37</b>
Re: Status Quo Central Items .....		37
<b>LETTER OF UNDERSTANDING #2 .....</b>		<b>38</b>
Re: Status Quo Central Items and Items Requiring Amendment and Incorporation .....		38
<b>LETTER OF UNDERSTANDING #3 .....</b>		<b>41</b>
Re: Job Security: Protected Complement .....		41
<b>LETTER OF UNDERSTANDING #4 .....</b>		<b>43</b>
Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference .....		43
III. MEMBERSHIP .....		43
<b>LETTER OF UNDERSTANDING #5 .....</b>		<b>45</b>
Re: Sick Leave .....		45
<b>LETTER OF UNDERSTANDING #6 .....</b>		<b>46</b>
Re: Central Labour Relations Committee .....		46
<b>LETTER OF UNDERSTANDING #7 .....</b>		<b>47</b>

RE: List of Arbitrators .....	47
<b>LETTER OF UNDERSTANDING #8 .....</b>	<b>48</b>
Re: Children’s Mental Health, Special Needs, and Other Initiatives.....	48
<b>LETTER OF UNDERSTANDING #9 .....</b>	<b>49</b>
Re: Provincial Working Group – Health and Safety .....	49
<b>LETTER OF UNDERSTANDING # 10.....</b>	<b>50</b>
RE: Ministry Initiatives Committee .....	50
<b>LETTER OF UNDERSTANDING #11 .....</b>	<b>51</b>
<b>RE: Bereavement Leave .....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #12 .....</b>	<b>53</b>
<b>RE: Short Term Paid Leave.....</b>	<b>53</b>
<b>LETTER OF AGREEMENT # 13 .....</b>	<b>54</b>
RE: Learning and Services Continuity and Absenteeism Task Force .....	54
<b>CUPE – PART B: LOCAL TERMS .....</b>	<b>55</b>

## **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. AFOSC 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**

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

#### **C4.9 Responsibility to Communicate**

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

#### **C4.10 Language of Proceedings**

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

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

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

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

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

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

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

- a. A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b. The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days 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 Mediation**

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

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

## **APPENDIX B**

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

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

### **Other Retirement Gratuities**

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

## APPENDIX C - Medical Certificate

### PART 1

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____.</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ yyyy</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ yyyy</p> <p>Signature _____ Date _____</p>	<p><b>Dear Health Care Professional,</b> 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>
--	---

Employee ID:	Telephone No:
Employee  Address:	Work Location:
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>	
First Day of Absence:	
General Nature of Illness* ( <i>please do not include diagnosis</i> ):	
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.
<b>Health Care Professional, please complete the confirmation and attestation in Part 3</b>	
<b>PART 2 – Physical and/or Cognitive Abilities</b>  <b>Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings. (<i>please complete all that is applicable</i>)</b>	

PHYSICAL (if applicable)				
<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (specify):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (specify):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (specify):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (specify):	
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (specify):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (specify):	<input type="checkbox"/> <b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify): <b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify):		
<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				



<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

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

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

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

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

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

Have you discussed return to work with your patient?

☐ Yes                      ☐ No

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

☐ Regular full time hours   ☐ Modified hours  
☐ Graduated hours

Start Date:                      **dd      mm      yyyy**

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

Has a referral to another Health Care Professional been made?

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

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

☐ Yes ☐ No

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **(Complete Part 2)**

☐ 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: ☐

**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) month shall be included in the 2019-2022 collective agreement.

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

### **Common Central Provisions**

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

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

### **SHORT-TERM PAID LEAVES**

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or

more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

### **RETIREMENT GRATUITIES**

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

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

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

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

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

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



## **LETTER OF UNDERSTANDING #3**

### **BETWEEN**

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

### **AND**

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

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

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

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

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

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

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

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. 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.

**CUPE – PART B: LOCAL TERMS**

**between**

**THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1369. C.L.C.**

**effective from September 1, 2022 to**

**August 31, 2026**

**TABLE OF CONTENTS**

<b>PREAMBLE.....</b>	<b>61</b>
<b>ARTICLE 1 – PURPOSE .....</b>	<b>61</b>
<b>ARTICLE 2 – SCOPE.....</b>	<b>61</b>
<b>ARTICLE 3 - UNION RECOGNITION .....</b>	<b>61</b>
3.01 - Bargaining Agent.....	61
3.02 - No Discrimination .....	61
3.03 - Employees Defined .....	61
<b>ARTICLE 4 - MANAGEMENT RIGHTS.....</b>	<b>62</b>
4.01 - Workforce .....	62
4.02 - Functions.....	62
4.03 - Certificate Requirement .....	62
4.04 - Regulations .....	62
4.05 - Discipline .....	62
<b>ARTICLE 5 - GRIEVANCE PROCEDURE .....</b>	<b>63</b>
5.0 - Definitions.....	63
5.01 - Terms .....	63
5.02 - Work Stoppage .....	63
5.03 - Complaint.....	64
5.04 - Grievance .....	64
5.05 - Steps.....	64
5.06 - Policy Grievance.....	65
5.07 - Timelines.....	65
5.08 - Leave for Representatives .....	66
5.09 - Responses .....	66
5.10 - Reinstatement .....	66
5.11 - Suspension / Discharge.....	66
5.12 - Employee File.....	66
<b>ARTICLE 6 - UNION SECURITY .....</b>	<b>67</b>
6.01 - Deduction of Dues .....	67
6.02 - Remittance.....	67
6.03 – No Other Agreements.....	67
6.04 - New Employees .....	67
6.05 - Member Information .....	68



<b>ARTICLE 7 – SENIORITY.....</b>	<b>68</b>
7.01 - Definition .....	68
7.02 - Update .....	69
7.03 - Status .....	69
7.04 - Adjustments.....	70
7.05 - Part-time Employees .....	71
7.06 - Layoff .....	71
7.07 - Workforce Adjustment .....	72
7.08 - Bumping Rights .....	72
7.09 - Recall Provisions .....	73
<b>ARTICLE 8 - LOSS OF SENIORITY.....</b>	<b>74</b>
<b>ARTICLE 9 - JOB POSTING .....</b>	<b>74</b>
9.01 - Process .....	74
9.02 - Results.....	76
9.03 - Temporary Vacancy .....	76
<b>ARTICLE 10 - PAID HOLIDAYS.....</b>	<b>77</b>
10.01 – Holidays.....	77
10.02 - Holiday Schedule .....	77
10.03 - Vacation Period.....	77
10.04 - Holiday Requirement.....	78
10.05 - Holiday Work Rate .....	78
10.06 - Additional Day Off.....	78
10.07 - Adjustments.....	78
<b>ARTICLE 11 - ANNUAL VACATION .....</b>	<b>78</b>
11.01 - Employees with Less than One Year.....	78
11.02 - Employees with One Year or More.....	78
11.03 - Allocation .....	78
11.04 - Accumulation .....	80
11.05 – Scheduling and Unused Vacation .....	80
11.06 - Approval.....	80
11.07 - Vacation Periods .....	80
11.08 - Alternate Vacation Periods.....	81
11.09 - Vacation Pay .....	81
11.10 - Part-time Employees .....	81
11.11 - Part-time Scheduling .....	82
11.12 - Vacation Blocks .....	82

<b>ARTICLE 12 - HOURS OF WORK AND OVERTIME.....</b>	<b>82</b>
12.01 - Maximum Hours .....	82
12.02 - Overtime .....	82
12.03 - Hours of Work.....	83
12.04 - Minimum Hours .....	83
12.05 - Regular Hours .....	83
12.06 - Overtime Allocation.....	83
12.07 - Responsibility.....	84
12.08 - Time Off In Lieu .....	85
12.09 - Meal Allowance .....	85
12.10 - Overtime Rate.....	85
12.11 - On Call.....	85
<b>ARTICLE 13 - NO STRIKE OR LOCKOUTS.....</b>	<b>85</b>
13.01 - No Work Stoppage.....	85
13.02 - Other Bargaining Units .....	86
<b>ARTICLE 14 - BULLETIN BOARDS .....</b>	<b>86</b>
<b>ARTICLE 15 - VALIDITY OF AGREEMENT .....</b>	<b>86</b>
<b>ARTICLE 16 - PAY DAYS.....</b>	<b>86</b>
16.01 - Pay Schedule .....	86
16.02 - Pay Information .....	86
16.03 - Union Dues.....	87
<b>ARTICLE 17 – SCHEDULES .....</b>	<b>87</b>
<b>ARTICLE 18 - TOOLS AND EQUIPMENT .....</b>	<b>87</b>
<b>ARTICLE 19 - WSIB Top-up.....</b>	<b>87</b>
<b>ARTICLE 20 - LABOUR-MANAGEMENT COMMITTEE .....</b>	<b>87</b>
<b>ARTICLE 21 - PENSION PLAN.....</b>	<b>89</b>
<b>ARTICLE 22 - RELIEVING IN OTHER CLASSIFICATIONS/GRADES .....</b>	<b>89</b>
22.01 - Higher Rate Position .....	89
22.02 - Lower Rate Position .....	89
<b>ARTICLE 23 - VEHICLE ALLOWANCE.....</b>	<b>89</b>
23.01 - Rate .....	89
23.02 - Payment Schedule .....	89
<b>ARTICLE 24 - SICK LEAVE.....</b>	<b>90</b>

24.01 - WSIB.....	90
24.02 - Medical Certification.....	90
24.03 - Notice of Absence .....	90
24.04 - Sick Leave Statement.....	90
<b>ARTICLE 25 - LEAVE OF ABSENCE .....</b>	<b>91</b>
25.01 - Salary Representatives.....	91
25.02 - Delegates .....	91
25.03 - DND .....	91
25.04 - Seniority while on Paid Leave .....	91
25.05 - Bereavement Leave .....	91
25.06 - Quarantine.....	94
25.07 - Court Summons .....	94
25.08 - No Deductions .....	94
25.09 - Pregnancy / Parental Leave .....	94
25.10 - Union Leave .....	96
25.11 - Leave without Pay.....	97
25.12 - Personal Leave .....	97
<b>ARTICLE 26 – RETIREE BENEFITS .....</b>	<b>98</b>
26.01 - Retiree Benefits .....	98
<b>ARTICLE 27 - JOB SECURITY .....</b>	<b>98</b>
27.01 - Contracting Out .....	98
27.02 - Work Programs .....	98
<b>ARTICLE 28 - TERMS OF AGREEMENT.....</b>	<b>98</b>
28.01 - Duration .....	98
28.02 - Notice Period .....	98
28.03 - Timelines.....	99
28.04 - Amendments .....	99
28.05 - Printing of Collective Agreement.....	99
<b>ARTICLE 29 - CONTRACT LANGUAGE.....</b>	<b>99</b>
<b>ARTICLE 30 - SAFETY BOOTS AND SHOES AND UNIFORMS.....</b>	<b>99</b>
30.01 - Safety Boots and Shoes.....	99
30.02 - Coveralls.....	99
30.03 - Uniforms .....	100
<b>ARTICLE 31 - CERTIFICATE OF QUALIFICATION (RED SEAL) AS ISSUED BY SKILLED TRADES ONTARIO .....</b>	<b>100</b>

<b>ARTICLE 32 – OTHER MATTERS.....</b>	<b>100</b>
<b>SCHEDULE “A” - PAY RATES.....</b>	<b>102</b>
<b>Schedule “B” - Hours of Work.....</b>	<b>104</b>
<b>SCHEDULE “C” - Custodial Staffing.....</b>	<b>106</b>
<b>SCHEDULE “D” - Casual Employees .....</b>	<b>107</b>
<b>SCHEDULE “E” - Part-time Employees .....</b>	<b>108</b>
<b>SCHEDULE “F” - Full-time Temporary Employees.....</b>	<b>109</b>
<b>LETTER OF INTENT (# 1).....</b>	<b>110</b>
Job Descriptions .....	110
<b>LETTER OF INTENT (# 2).....</b>	<b>111</b>
Casual Employees .....	111
<b>LETTER OF INTENT (# 3).....</b>	<b>112</b>
Pay Information .....	112
<b>LETTER OF UNDERSTANDING (# 1).....</b>	<b>113</b>
RE: Supervision of Students .....	113
<b>LETTER OF UNDERSTANDING (# 5).....</b>	<b>114</b>
<b>T2200</b> .....	<b>114</b>
<b>LETTER OF UNDERSTANDING (# 6).....</b>	<b>115</b>
Joint Job Evaluation .....	115
<b>LETTER OF AGREEMENT (# 1).....</b>	<b>116</b>
<b>CONTRACTING OUT.....</b>	<b>116</b>

## **CUPE – PART B: LOCAL TERMS**

### **PREAMBLE**

In adherence to the philosophy of Catholic Education, employees of the Sudbury Catholic District School Board are encouraged to direct their school taxes to the separate school system.

### **ARTICLE 1 – PURPOSE**

The purpose of the Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide a process for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

### **ARTICLE 2 – SCOPE**

The Scope of this agreement shall apply to all employees of the Sudbury Catholic District School Board of the Operations and Facility Management staff save and except Supervisors, persons above the rank of Supervisors, Office Staff, students employed during the summer, Christmas and mid-winter holidays and educational work placements.

### **ARTICLE 3 - UNION RECOGNITION**

#### **3.01 - Bargaining Agent**

The Board hereby recognizes CUPE and its Local 1369 as the sole Collective Bargaining Agent for all employees covered by Article 2 - Scope, in respect to hours of work, wages and all other conditions pertaining to this Agreement.

#### **3.02 - No Discrimination**

There shall be no discrimination or intimidation by the Board or the Union against any employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, mental or parental status, family relationship, place of residence, disability or in accordance with the Ontario Human Rights Code, nor by reason of membership or activity in the Union.

#### **3.03 - Employees Defined**

- (1) A full-time employee is an employee who is regularly employed for more than twenty-four (24) hours per week.

- (2) A part-time employee is an employee who is regularly employed for twenty-four (24) hours or less per week and subject to the terms of Schedule "E".
- (3) A full-time temporary employee is an employee working more than twenty-four (24) hours per week on a regular basis for a specified duration not to exceed six (6) months, within the Facility Management Division for purposes of Capital Renovation Projects and subject to the terms of Schedule "F". Such term shall not be extended without the written agreement of the employer, the employee and the union.
- (4) A casual employee is an employee who is not regularly scheduled and is called on an as required basis, and will not regularly work more than 24 hours/week and subject to the terms of Schedule "D".

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01 - Workforce**

The Union agrees that the Board has the right, subject to the terms and provisions of this Agreement, to manage all departments, to direct the forces, to hire, promote, demote, transfer, lay-off, suspend, discipline or discharge employees for just cause.

### **4.02 - Functions**

The Board agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of the employee to lodge a grievance as set forth herein.

### **4.03 - Certificate Requirement**

The Union agrees that the Board has the right to require from the employees covered by this Agreement, a certificate of medical fitness from a Doctor mutually agreed upon. The cost of such examination is to be borne by the Board.

### **4.04 - Regulations**

The Union agrees that the Board has the right to make and alter from time to time rules and regulations to be observed which are not inconsistent with the provisions of this Agreement.

### **4.05 - Discipline**

The official personnel file of an Employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports. It is understood that the twenty-four (24) months begins

from the date of the incident or occurrence. In the event that an Employee is in receipt of a letter of reprimand and/or suspension, and is absent on an unpaid leave of absence for a period of one or more years, such period of unpaid leave shall not be counted as part of the twenty-four (24) month period.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **5.0 - Definitions**

- (1) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, and is identified as one of the following:
  - (a) An individual grievance is a grievance lodged on behalf of one member of the Union.
  - (b) A group grievance is a grievance lodged on behalf of two or more members by the Union upon a common issue.
  - (c) A policy grievance is a grievance lodged by either party, other than under (a) or (b) above.
- (2) A party is:
  - (a) the Union
  - (b) the Board
- (3) A member is an employee of the Board who is a member of CUPE Local 1369 as defined in Article 2.
- (4) Days shall mean Board business days unless otherwise stated.

### **5.01 - Terms**

The Board and the Union agree that the prompt and effective settlement of grievances is desirable and both parties agree to expedite such settlements. Therefore, both parties agree to adjust any complaints or grievances through the regularly constituted Grievance Procedure hereinafter set forth.

### **5.02 - Work Stoppage**

In the event of any dispute or grievance arising between the Board and the Union, there shall be no suspension of work on the part of the Board or employee on account of such dispute or

grievance. Grievances shall not be discussed when individual or group stoppages occur until the employee or employees participating return to work.

### **5.03 - Complaint**

It is the mutual desire of the Parties hereto that complaints of employees be adjusted as quickly as possible. Therefore, an employee's complaint must be taken up verbally by the employee who is affected or their union representative with the Manager of Facility Services/designate within five (5) working days. The Union shall be notified of any complaint by an employee of an alleged violation of the collective agreement.

Employees shall be accompanied by their Steward unless they do not wish a Steward present. The Manager of Facility Services/designate shall give a verbal answer within the five (5) working days following the date the complaint was lodged.

### **5.04 - Grievance**

It is agreed that an employee has no grievance unless the First Step of the Grievance Procedure has been taken within fifteen (15) working days from the time such grievance arose.

### **5.05 - Steps**

The steps to be taken in the Grievance Procedure shall be as follows:

- (1) In this the First Step, the written grievance shall be discussed between the Executive Superintendent of Business and Finance or designate who may be accompanied by another Board designate, the grieving employee or employees concerned together with a Steward within fifteen (15) working days from receipt of the written grievance. The Executive Superintendent of Business and Finance or designate shall reply in writing to the Union within ten (10) working days of the meeting. The Step 1 meeting will include the grievor, up to two (2) CUPE representatives and up to three (3) Board representatives. In the case of a group grievance, attendance will be limited to a maximum of two (2) grievors.
- (2) If a satisfactory settlement is not reached at Step 1, the Union may request within ten (10) working days of the receipt of the reply of the Executive Superintendent of Business and Finance or designate that the grievance be referred to the Director of Education for a meeting within ten (10) working days of receipt of such request.
- (3) In this, the Second Step, the Director shall meet with the grieving employee or employees accompanied by a Steward and a CUPE Representative. The Director shall



advise the Union in writing of their decision within ten (10) working days following the meeting.

- (4) If the reply of the Director is not satisfactory and the Union wishes to proceed in the grievance procedure, then within ten (10) working days after the receipt of the Director's decision, the Union shall advise the Board through the Director of Education or designate in writing of its intention to refer the case to Arbitration. The notice shall contain the name of the Union's Nominee to the Arbitration Board. Alternatively, either party may invoke the provisions of Section 49 of the Ontario Labour Relations Act.
- (5) The Director of Education or designate, shall within five (5) working days of the receipt of the notice, advise the Union of the Board's nominee.
- (6) The two appointees shall within five (5) working days of the appointment of the second, nominate a third party who shall be the Chairperson. In the event of their failure to select a third party, the Minister of Labour for Ontario shall select a third party.
- (7) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. Such decision shall be final and binding upon the Board and the Union, but shall not have the effect of altering or annulling any part of this Agreement.
- (8) The Board and the Union shall pay the costs of their own appointees and shall share equally the cost of the third member.

#### **5.06 - Policy Grievance**

A policy grievance as defined in Article 5.00 (1) shall be originated at Step 1 within ten (10) working days following the circumstances giving rise to the complaint or grievance.

#### **5.07 - Timelines**

- (1) Either Party may extend the time limits outlined at the various steps of the grievance procedure by ten (10) working days by advising the other Party accordingly and in writing.
- (2) Any extension in excess of the ones invoked in 5.07 (1) above may be extended by written agreement between the Executive Superintendent of Business and Finance or designate and the Union.

### **5.08 - Leave for Representatives**

Subject to the approval of the appropriate supervisor, representatives of the employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the Supervisory Personnel of the Board, for the purpose of investigation, consideration, and adjustment of grievances, or any other business pertaining to this Collective Agreement.

It is understood that this provision is limited to two (2) employees at one time, with a maximum of one (1) from the Maintenance Department.

### **5.09 - Responses**

Replies to grievances shall be in writing at all stages. All grievances and grievance related matters shall be sent to the Executive Superintendent of Business and Finance or designate.

### **5.10 - Reinstatement**

Should it be found upon investigation, that an employee has been unjustly suspended, disciplined or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge, suspension or discipline, (less amounts earned during period of suspension, discipline or discharge) or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

### **5.11 - Suspension / Discharge**

Prior to the imposition of a suspension or discharge, an employee shall be given the reason, in the presence of their Steward or Union Representative if the employee so desires. Such employee and the Union shall be notified promptly in writing by the employer with full disclosure of the reason for such suspension or discharge.

### **5.12 - Employee File**

- (1) An employee shall have the right, at any time by submitting written notification, which includes by email, to the Human Resources Department, to have access to and review their official personnel file.
- (2) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee=s record.

- (3) An employee shall have the right to take notes and/or make a copy of any material contained in their official personnel file.

## **ARTICLE 6 - UNION SECURITY**

### **6.01 - Deduction of Dues**

It is agreed by all parties hereto that there shall be a compulsory check-off upon all employees who come within the scope of this agreement except students employed during the summer, Christmas, and mid-winter holidays. If Union dues are not deducted from newly hired employees, the Board shall be deemed responsible.

### **6.02 - Remittance**

- (1) All deductions shall be made from each pay of each employee during the currency of this and any subsequent agreements and shall be submitted to the Treasurer of the Union prior to the end of the month in which the deduction was made, together with a list of such employees identifying their classification from whom deductions were made and a further list of all additions to and from the payroll of the Board affecting the Bargaining Unit and shall show conspicuously all hours worked by all employees and shall list by number each full-time, part-time and casual employee. The Board shall forward a list of the names of newly hired employees indicating the classification to be occupied. The Board shall deduct union dues according to the rate specified in a written schedule set out by the union.
- (2) The employer shall supply to the Union the total monthly earnings of all employees in the Bargaining Unit.
- (3) When an employee is off on an approved Leave of Absence, or on Workplace Safety Insurance Benefits, the requirements for the deduction of Union dues shall be waived.

### **6.03 – No Other Agreements**

No contract, written or oral shall be entered into between the Board or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages, and working conditions, promotions, demotions, or any other conditions affecting the welfare of the employees in general.

### **6.04 - New Employees**

On commencing employment, arrangements shall be made by a representative of the Board to introduce the new employee to their Union Representative. An Officer of the Union shall be given an opportunity to meet with each new employee within regular working hours, without

loss of pay, for the purpose of acquainting the new employee with the benefits and duties of the union membership and their responsibilities and obligations to the employer and Union.

### **6.05 - Member Information**

The employer shall provide the Union with a list of current addresses and telephone numbers of all CUPE employees upon request, and no more frequent than on a semi-annual basis. The Union shall notify the Employer of Union members who do not want the Union to have this information.

## **ARTICLE 7 – SENIORITY**

### **7.01 - Definition**

- (1) Seniority shall be defined as the length of service with the Board or any predecessor Board as defined in article 7.02, and shall operate on a bargaining unit wide basis.
- (2) Continuous service is defined as uninterrupted service in accordance with the provisions of the Collective Agreement.
- (3) In respect of the application of Article 7.01 (4) and (5) below and postings for Custodian positions:
  - a) if an applicant is in a BST/Custodian position and applies to a posting for another equivalent position (i.e. an alternate location), it will be considered a transfer and article 7.01 (4) will apply.
  - b) Applicants already in a BST/Custodian position (i.e. vying for a transfer) will be considered prior to considering applicants not in an equivalent position (i.e. vying for a promotion). If no applicants to the BST/Custodian posting are currently in an equivalent position, article 7.01 (5) will apply and a testing/interview process will take place.
- (4) In all cases of transfer, demotions, layoffs and recalls for positions within the bargaining unit, seniority shall be the governing factor, provided that the employee can meet the normal requirements of the job.
- (5) In cases of promotions the following factors shall apply:
  - a) Seniority
  - b) the ability, knowledge, skill, performance, qualifications and fitness of the individual to fulfil all of the requirements of the job

Where factor (b) is relatively equal between two or more employees then factor (a) shall be the determining factor on a bargaining unit wide basis.

In designing and administering tests and/or holding interviews to measure a candidate's overall fitness to perform the position as set out in the measurable factors of the Collective Agreement, all candidates will be subject to the following criteria:

- a) any and all candidate(s) vying for a promotion must achieve at least the threshold level of a seventy per cent (70%) mark of the overall measuring instrument to be considered for such position.
  - b) The substantive and demonstrable difference between candidates' marks shall be eight percent (8%) or greater whereby a difference of score less than eight percent (8%) shall be deemed as a relatively equal score.
  - c) The relatively equal criteria of less than eight (8) percent shall only apply in selecting the successful candidate(s) who achieve the seventy per cent (70%) threshold.
- (6) If there is one posting that lists numerous jobs in the same classification, e.g. Custodian at multiple locations, candidates vying for a promotion will attend one interview process, and their results from that interview process will be used in determining the successful applicant to each of the jobs listed in that particular posting.

## 7.02 - Update

An up-to-date Seniority List shall be sent to the Secretary-Treasurer of the Union and emailed to all members as follows: updated August 31<sup>st</sup>, issued by October 31<sup>st</sup>. The list shall indicate the employee's seniority standing with the Board and shall also indicate their basic unionized weekly hours. An employee's seniority will accumulate based on actual weekly hours paid.

## 7.03 - Status

- (1) All newly hired full-time employees shall be on a probationary basis until they have performed sixty (60) days of actual worked time (i.e. does not include time away from work due to vacation, sick leave or any other approved leaves
- (2) In the case of promotion or transfer within the Bargaining Unit, it is agreed that an employee shall be on a trial basis until they have performed forty (40) days of actual worked time (i.e. does not include time away from work due to vacation, sick leave or any other approved leaves.) The employer will provide the employee with the necessary orientation for the position. In the event of failure to complete the trial period satisfactorily, they shall revert to their former or equivalent position and current

wage rate for said or equivalent position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

- (3)
  - a) No employee shall be transferred to a position outside the bargaining unit without their consent.
  - b) In the case of a permanent transfer or promotion outside the bargaining unit, it is agreed that the employee may return to the bargaining unit to a floater position within one year of their appointment. It is further agreed that the employee shall retain their seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority until their return.
  - c) In the case of a temporary transfer or promotion outside the bargaining unit, it is agreed that at the completion of the assignment the employee may return to the position they held with the bargaining unit. Such period shall not exceed twelve (12) months within an 18 month period commencing on the first day of such temporary transfer. It is further agreed that the employee shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate further seniority until they return.
- (4) If a temporary position outside the Bargaining Unit exceeds twelve (12) months, the employee's former position will be posted permanently as per Article 9.01 and the employee will, upon completion of the assignment, return to an equivalent position and current wage rate. Such return shall not result in lay-off or bumping of an employee in the Bargaining Unit.
- (5) The Employer will notify the Union in writing of all permanent/temporary transfers outside of the Bargaining Unit.
- (6) Part-time employees in the classification of Custodian, Assistant Custodian and Cleaner will be on a probationary period during the first 240 hours of employment.
- (7) Part-time employees in all other classifications will be on a probationary period during the first 480 hours of employment.

#### **7.04 - Adjustments**

Complaints regarding errors in seniority standing since the last posting of the seniority list may be grieved. No change in the seniority status of an employee shall be made unless concurred to by the Union.

### **7.05 - Part-time Employees**

- (1) The Board shall be entitled to employ part-time workers to work more than 24 hours per week for a period not to exceed a six (6) month duration.
- (2) Except in situations where a part-time employee is replacing a full-time employee on a temporary basis, a part-time employee automatically becomes a full-time employee if the part-time employee works more than 24 hours per week for a continuous period exceeding six (6) months. Such an employee shall be entitled to all rights, benefits and privileges of this Collective Agreement of a full-time employee from the day they become a full-time employee.

### **7.06 – Layoff**

Shall be in accordance with Part A, Central Terms, Letter of Understanding #3 Job Security: Protected Complement of this Collective Agreement and as follows:

- (1) It is understood that this clause does not apply to permanent employees who occupy a temporary position. Such employees shall revert to their previous permanent position.
- (2) Definition of Layoff -- a layoff is defined as a reduction of employee(s) from the total workforce.
- (3) Notice of Layoff

In the event of a proposed layoff the employer shall:

- (i) provide written notice to the Union before notifying the employees to be laid off.
  - (ii) provide to the affected laid off employee(s) no less than three (3) months written notice of layoff or pay in lieu thereof. Copies of such notice shall be provided to the Union.
- (4) In cases of layoff, employees will be laid off in the reverse order of seniority unless the more senior employees are unable to fulfill the normal requirements of the job without training other than orientation.

In a situation where the employer requires its full complement of Facility/ Maintenance employees and such employees are least senior employees in the bargaining unit, in the event of a layoff these junior employees may be bypassed and maintained in order to meet the efficient operation of the Board.

- (5) Laid off employees shall be placed on the recall list as referred to in Article 7.09.

### **7.07 - Workforce Adjustment**

(1) Preamble

It is understood that this clause applies to employees being displaced from their last permanent posting as a result of a workforce adjustment and not those affected by Article 7.06 or 7.08.

(2) The employer shall provide such affected full time employees with no less than one (1) month written notice of displacement prior to redeployment; the employer shall provide such affected part time employees, at the time of the initial staffing for the upcoming school year, no less than one (1) month written notice of displacement prior to redeployment; thereafter during the school year part time employees may be redeployed simply upon receipt of notice of displacement.

(3) Affected employees under this clause shall have access to the bumping process per Article 7.08.

(4) Employees who incur a loss of earnings due to displacement shall have their earnings and hours of work red-circled for a period of no less than three (3) months from the date the notice of displacement is issued.

### **7.08 - Bumping Rights**

In the event of a displacement as per Article 7.07 or as a result of being bumped, the affected employee(s) may:

- (1) accept a placement in a vacant position at the same or lesser classification or hours if one exists after the posting process; or
- (2) displace an employee with lesser seniority provided the employee can perform the duties of the position without training other than orientation. It is understood that this includes the right to bump up; or
- (3) in the case of a situation arising during the initial proposed staffing for the upcoming school year, an employee may voluntarily accept a no less than three (3) months written Notice of Layoff or pay in lieu thereof. Copies of such notice shall be provided to the Union. In all other cases the employee may voluntarily accept a Notice of Layoff effective the day following the refusal of an offer of a job with decreased earnings.
- (4) Employees who incur a loss of earnings due to bumping shall have their earnings and hours of work red-circled for a period of no less than three (3) months from the bumping date provided such employees are not in receipt of a Notice of Layoff.



- (5) Employees electing a voluntary layoff shall be placed on the recall list referred to in Article 7.09.

#### **7.09 - Recall Provisions**

- 1) Laid off employees shall remain on the recall list for a maximum period of twenty- four (24) months from their date of layoff.
- 2) Employees on the recall list shall be recalled in the order of their seniority provided that they are qualified and able to meet the normal requirements of the job. The posting procedure in Article 9 of the Collective Agreement shall be completed before the recall process is initiated.
- 3) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- 4) Employees on the recall list will be given preference in order of seniority for temporary vacancies expected to exceed ten (10) days, at the same or lesser classification and hours provided that the employee can perform the duties of the position without training other than orientation. An employee will be offered such temporary vacancy by phone contact. An employee who is offered such temporary vacancy may accept or refuse such assignment without affecting their recall rights. Schedule "E" shall apply to such employees.
- 5) Where it is operationally feasible, employees on the recall list will be given preference in order of seniority for temporary work less than ten (10) days in duration resulting from an unexpected situation such as a catastrophic event and provided that the employee can perform the duties of the position without training other than orientation. An employee will be offered such temporary work and may accept or refuse such assignment without affecting their recall rights. Schedule "E" shall apply to such employees.
- 6) Employees on the recall list will be given preference in order of seniority for work as a full time temporary employee for purposes of Capital Renovation Projects, provided that the employee can perform the duties of the position without training other than orientation. An employee will be offered such temporary work and may accept or refuse such assignment without affecting their recall rights. Schedule "F" shall apply to such employees.
- 7) New employees shall not be hired until all those laid off have been given an opportunity of recall.

- 8) Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.
- 9)
  - (a) When employees are to be recalled to permanent positions at the same or lesser classification or hours, they shall be notified by registered mail forwarded to the last place of residence recorded with the Board by the employee. The Union will receive a copy of such notice.
  - (b) Should the employee;
    - (i) fail to advise within fifteen (15) working days after mailing of such notice, of their intention to report for work on the recall start date stated; or
    - (ii) fail to report for work within (15) working days after having advised the Employer of their intentions to report for work;the Board shall be under no obligation to re-employ the employee.
  - (iii) Subject to Article 7.09 (1), an employee may refuse the permanent position without affecting their recall rights
- 10) The Board shall advise the Union in writing of all employees recalled to a permanent classification.

#### **ARTICLE 8 - LOSS OF SENIORITY**

An employee shall lose all seniority for any of the following reasons:

- (a) Voluntary resignation
- (b) Discharge for just cause
- (c) Failure to report to work in accordance with Article 7.09
- (d) After a lay-off extending for a period of more than twenty-four (24) consecutive months

#### **ARTICLE 9 - JOB POSTING**

##### **9.01 - Process**

In accordance with part A, Central Terms of this Collective Agreement and the following:

- 1) All postings for vacant and newly created permanent jobs shall be emailed to all Board staff. The position shall be posted for seven (7) working days. Such notice shall contain the following information: classification, work site, shift and wage rate as per Schedule "A".

A copy of said posting shall be forwarded to the Recording Secretary of the Union.

Application forms shall be emailed with all postings and be made available through the intranet.

- 2) A selection period of up to ten (10) working days shall apply to positions requiring an interview. A selection period of up to five (5) working days shall apply to all other posted positions. After the posting has ended, the name of the successful applicant shall be forwarded to the Recording Secretary of the Union for distribution to its members.
- 3) The Board shall post all vacancies as specified in Article 9.01 (1) within five (5) working days of the occurrence.
- 4) Where there are more than two (2) vacancies the Board may schedule a job fair to expedite the process to fill the initial vacancies and all resulting vacancies. An absent employee may exercise their seniority rights through a Union representative.
- 5) It is understood that the following applies solely to the custodial staffing process, for the forthcoming school year.
  - a) By May 31<sup>st</sup> of each year, the required staff will be calculated in accordance with Schedule "C" – Custodial Staffing.
  - b) The number of full time equivalent (FTE) employees in excess of the required complement will be surplus to the system and issued a Notice of Layoff in accordance with Article 7.06.
  - c) For any changes to the staffing structure at schools, affected employees will be issued a Notice of Displacement of each year in accordance with Article 7.07.
  - d) A memorandum will be sent to all CUPE employees to describe any workforce changes and to provide advance warning of the possibility of being affected through the bumping process.
  - e) All CUPE employees shall have the right to attend or participate in a Job Fair if scheduled, during regular working hours to fill all newly created positions and to fully complete the bumping process. It is understood that Article 9 applies for all

other vacancies.

- 6) Employees shall be allowed to withdraw their application for positions provided such withdrawals are made in writing prior to the conclusion of the posting period as per article 9.01 (1).

## 9.02 - Results

- (1) Following the selection process of the job posting procedure, the employer shall provide the Union with the names of all applicants, their seniority and indicate the successful applicant to the vacant position. The employer shall inform each employee who was vying for a promotion and was interviewed, whether or not they achieved the threshold level of seventy per cent (70%) mark of the overall measuring instrument.
- (2) Notwithstanding article 7.03 (2), and notwithstanding the employee's opportunity for a promotion, the successful applicant shall remain in their new job for a minimum period of six (6) months
- (3) In the event that the most senior employee is not the successful applicant, the Employer shall then offer the position to the next senior applicants sequentially. Where there is no successful applicant an employee may be hired from outside the Bargaining Unit.

## 9.03 - Temporary Vacancy

- (1) Temporary vacancies among Custodial staff of one full shift or more, but less than thirty (30) working days shall be offered, for the full scheduled shift, to the school staff in accordance with Article 7.01 (3) and (4).
- (2) In the event that a temporary full time vacancy extends beyond thirty (30) working days, the first and second vacancies shall then be posted as per article 9.01. Any subsequent vacancies will be assigned.

An employee occupying a temporary position cannot bid on another temporary position unless it provides for an increase earnings potential or an increase in hours.

- (3) An employee filling a temporary vacancy shall on termination of the said temporary vacancy revert to the permanent position held immediately preceding their selection for the temporary vacancy.

**ARTICLE 10 - PAID HOLIDAYS****10.01 – Holidays**

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

**10.02 - Holiday Schedule**

- (a) In the event that the following Paid Holidays fall on a day set out below, the following schedule shall be observed by all employees.

<b>Holiday</b>	<b>Falling On</b>	<b>Day Off</b>
New Year's Day	Saturday or Sunday	Friday Preceding <u>or Monday following</u>
Canada Day	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding or Monday following
Boxing Day	Saturday or Sunday	The working day following the working day on which Christmas is observed

**10.03 - Vacation Period**

In the event that a Paid Holiday falls within the employee's vacation period, no deduction shall be made from the employee's vacation entitlement for that day.

#### **10.04 - Holiday Requirement**

In order to qualify for any of the above Paid Holidays, an employee is required to work their one full scheduled shift immediately preceding and their one full scheduled shift immediately following the Holiday unless such employee is sick and produces a medical certificate to that effect.

#### **10.05 - Holiday Work Rate**

Employees who are not required to work on the above Holidays shall receive Holiday pay equal to one normal days pay. Employees called upon to work on any of the Holidays provided for in this Article shall be paid their regular day's pay as above, plus time and one-half their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours.

#### **10.06 - Additional Day Off**

Each employee shall be entitled to a day off with pay to be taken on a work day between Christmas and New Year's Day as mutually agreed to between the Board and CUPE. In the event the federal and/or provincial government recognizes an additional statutory holiday during the life of this agreement, such additional holiday will replace this Additional Day Off.

#### **10.07 - Adjustments**

Payment for statutory holidays for employees working less than forty (40) hours will be based on the average salary and average hours worked of the preceding twenty (20) working days to the holiday.

### **ARTICLE 11 - ANNUAL VACATION**

#### **11.01 - Employees with Less than One Year**

Employees who have less than one years service with the Board as of June 30<sup>th</sup>, shall be granted vacations on the following basis: 5/6th of one day with pay for each month or major fraction thereof of service prior to June 30<sup>th</sup>.

#### **11.02 - Employees with One Year or More**

Employees who have completed one year or more of employment with the Board as of June 30<sup>th</sup>, shall be granted two (2) weeks vacation with pay calculated at the rate of 4% of the gross yearly earnings, for the year ending June 30<sup>th</sup>.

#### **11.03 - Allocation**

Employees who have completed the following years of service with the Board shall be

granted annual vacation with pay according to the following schedule:

**Years of Service as of**

<b>June 30<sup>th</sup></b>	<b>Annual Vacation Entitlement</b>	<b>Vacation Pay</b>
Less than one	5/6 of one day each month	4% of gross earnings
From one (1) to		
Three (3) years	10 days	4% of gross earnings
Four (4) years	15 days	6% of gross earnings
Five (5) years	16 days	6.4% of gross earnings
Six (6) years	17 days	6.8% of gross earnings
Seven (7) years	18 days	7.2% of gross earnings
Eight (8) years	19 days	7.6% of gross earnings
Nine (9) years	20 days	8% of gross earnings
Ten (10) years	21 days	8.4% of gross earnings
Eleven (11) years	22 days	8.8% of gross earnings
Twelve (12) years	23 days	9.2% of gross earnings
Thirteen (13) years	24 days	9.6% of gross earnings
Fourteen (14) years	25 days	10% of gross earnings
Fifteen (15) years	26 days	10.4% of gross earnings
Sixteen (16) years	27 days	10.8% of gross earnings
Seventeen (17) years	28 days	11.2% of gross earnings
Eighteen (18) years	28 days	11.2% of gross earnings
Nineteen (19) years	29 days	11.6% of gross earnings
Twenty (20) years	29 days	11.6% of gross earnings
Twenty-one (21) years	30 days	12.0% of gross earnings

Twenty-two (22) years	30 days	12.0% of gross earnings
Twenty-three (23) years	31 days	12.4% of gross earnings
Twenty-four (24) years	31 days	12.4% of gross earnings
Twenty-five (25) years	32 days	12.8% of gross earnings
Twenty-six (26) years	32 days	12.8% of gross earnings
Twenty-seven (27) years	32 days	12.8% of gross earnings
Twenty-eight (28) years	32 days	12.8% of gross earnings
Twenty-nine (29) years	32 days	12.8% of gross earnings
Thirty (30) years	35 days	14.0% of gross earnings

#### **11.04 - Accumulation**

Employees with vacation entitlement shall accumulate their vacation credits to June 30<sup>th</sup> of each year.

#### **11.05 – Scheduling and Unused Vacation**

In the event that two employees at the same school are requesting the same vacation time, seniority will be the governing factor.

Vacations earned from July 1<sup>st</sup> to June 30<sup>th</sup> shall be taken by August 31<sup>st</sup> immediately following. Any vacation not taken by August 31<sup>st</sup> from what was earned from July 1<sup>st</sup> to June 30<sup>th</sup> shall be paid out in accordance with article 11.09 (c).

An employee leaving the services of the Board at any time in their vacation year before they have had their vacation, shall be entitled to vacation with pay prorated in accordance with the provisions of this Article.

#### **11.06 - Approval**

Employees requests for vacation leave will be scheduled and approved by the Board up to the maximum number of employees that can reasonably be accommodated at one time.

#### **11.07 - Vacation Periods**

- (a) Custodial employees shall be allowed to take their vacation entitlement in



accordance with Article 11.03 during the following periods:

- (i) July and August
  - (ii) Christmas Break
  - (iii) Mid Winter Break
  - (iv) Other days as mutually agreed upon with the employer where regular day school classes are not being offered.
- (b) An employee wishing to take vacation as entitled, in accordance with Article 11.03, at other periods than indicated in clause 11.07 (a) above shall comply with the following conditions:

An allowable maximum of ten (10) working days will be granted. Vacation shall be taken at a time mutually agreed to by the employer and employee.

#### **11.08 - Alternate Vacation Periods**

Maintenance employees may take their vacation entitlement at any time during the year, seniority being the governing factor, having made suitable arrangements with the immediate supervisor or designate who will have due regard for the efficiency of operations in establishing a vacation schedule.

#### **11.09 - Vacation Pay**

- (a) Employees will receive due vacation pay and vacation entitlement in accordance with Article 11.03.
- (b) Employees will be paid for vacation days taken at the employee's daily rate for their permanent position. Payment will be issued on the regularly scheduled bi-weekly pay during which the employee takes their vacation.
- (c) The Board will reconcile by October 15<sup>th</sup> of each year, vacation pay earned to June 30<sup>th</sup> (based on article 11.03) to vacation pay paid (including any amount calculated per article 11.05 above). The employee will subsequently be paid any further amounts owed, or repay to the Board any overpayment through payroll deduction.

#### **11.10 - Part-time Employees**

Part-time employees vacation entitlement will be in accordance with the Employment Standards Act.

### **11.11 - Part-time Scheduling**

- (a) Part-time employees shall be allowed to take their vacation entitlement in accordance with Article 11.10 during the following periods:
  - (i) July and August
  - (ii) Christmas Break
  - (iii) Mid Winter Break
  - (iv) Other days as mutually agreed upon with the employer where regular day school classes are not being offered.
- (b) A part-time employee wishing to take their vacation entitlement in accordance with Article 11.10, at other periods than indicated in clause 11.11 (a) above, shall comply with the following conditions:
  - (i) An allowable maximum of five (5) working days will be granted;
  - (ii) Vacation shall be taken at a time mutually agreed to by the employer and employee.

### **11.12 - Vacation Blocks**

- (a) For employees working forty (40) hours, vacation days are to be taken in minimum blocks of four (4) hours at a time.
- (b) For employees working less than forty (40) hours, vacation days are to be taken in minimum blocks of one (1) full day.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

### **12.01 - Maximum Hours**

The maximum hours of work for the custodial employees working full-time shall be as Schedule AB@ attached.

### **12.02 - Overtime**

The hours of work for employees in excess of eight (8) hours/day or forty (40) hours/week shall be considered overtime hours and shall be paid at the rate of one and one-half times the regular rate.

### **12.03 - Hours of Work**

Maintenance Section hours of work shall be as per Schedule "B".

### **12.04 - Minimum Hours**

Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of four (4) hours pay for four (4) hours work or less at the prevailing overtime rate.

### **12.05 - Regular Hours**

For the purpose of this article, a regular shift is defined as eight (8) hours per day and a regular work week is defined as forty (40) hours per week, Friday to Thursday.

### **12.06 - Overtime Allocation**

- (a) Overtime will be divided as equitably as possible. Such overtime shall be given to permanent employees before probationary employees.
- (b) In an emergency situation and where feasible, the Custodian assigned to a school shall be called in.
- (c)
  - (1) The parties recognize that overtime is necessary in the Operations Division.
  - (2)
    - (i) Overtime required to deal with an unexpected local school problem shall first be offered to the staff present at the school at the time of the incident.
    - (ii) If no one is present, then 12.06 (b) applies.
    - (iii) If the custodian as per 12.06 (b) is unavailable, then the other school staff will be called in order of seniority on a rotating basis.
    - (iv) If no one from the school staff is available, then the members of the Master Custodial Overtime list will be called in order of seniority.
  - (3)
    - (i) Scheduled overtime for special events such as a conference or a school dance will be offered on a rotational basis to the staff of the school. The Custodian or BST of the school shall maintain a detailed log of recorded overtime.

- (ii) If no one from the school staff is available then the members of the Master Custodial Overtime list will be called in order of seniority.
- (d)
  - (i) The Board will maintain one (1) Custodial Master Overtime list. The list will include only the names of those employees who are interested in performing custodial overtime work. It will list all such employees in decreasing order of seniority.
  - (ii) By September 30<sup>th</sup> of each year, the list will be updated and further modified to reflect the willingness of employees to work overtime.
  - (iii) Employees will be expected to work for the entire duration (i.e. Saturday and Sunday) of the assignment; employees will not be allowed to choose only a portion of the assignment. The process of following the master list is continuous in nature for the duration of the contract term. On the next overtime occurrence, management will begin by offering the overtime work to the next most senior employee on the list. If an employee refuses the overtime or is unavailable or cannot be reached after one attempt at home and one attempt at work, the employee will be bypassed and the next senior employee will be offered the work. The bypassed employee will be offered overtime only in the next cycle.
  - (iv) An employee who is on sick leave will not be contacted for an offer of overtime until they actively return to work. An employee who has submitted their name on the Overtime List must advise the employer if they wish to be contacted with an offer of overtime during their vacation period.

### 12.07 - Responsibility

If the presence of the Custodial Employee is not required in a school during a loan or rental, the said employee shall not be held responsible for the security of the school during the night of the said loan or rental.

### **12.08 - Compensation for Overtime**

- (a) Employees may be paid for overtime worked, which shall be based on the rate of their permanent position.
- (b) Time off in lieu of overtime may be taken on a mutually agreed upon basis between the employee and the Board.
- (c) The Board shall revert to payment if time off is not taken within the fiscal year in which it was earned, i.e. if not taken by August 31<sup>st</sup>.

### **12.09 - Meal Reimbursement**

- (a) When an employee is called upon to perform more than two(2) hours of overtime work continuous to an eight (8) hour shift, they shall be paid up to a maximum of \$15.00 (with receipt) for the purpose of a meal. Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then they shall be paid up to a maximum of an additional \$15.00 (with receipt) for the purpose of purchasing the second meal.
- (b) Employees called upon to perform unscheduled work not continuous with their regular scheduled shift, shall receive a meal reimbursement of up to a maximum of \$15.00 (with receipt) for each five (5) continuous hours of employ.

### **12.10 - Overtime Rate**

Part-time employees shall be paid overtime at the rate of one and one-half times the applicable hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per work week.

### **12.11 - On Call**

It is understood that any employee required to be on call will be compensated at a rate of \$100.00 per calendar week or prorated accordingly. The rate will increase to \$150.00 effective September 1, 2009.

## **ARTICLE 13 - NO STRIKE OR LOCKOUTS**

### **13.01 - No Work Stoppage**

During the term of this Agreement neither the Union or any of its Officers or Officials, nor any employee shall take part in, or call, or encourage any strike, sit-down, or any suspension of work against the Board which shall in any way affect the operations of the Board, nor shall the Board nor any of its Officers or Officials engage in any lockout.

### **13.02 - Other Bargaining Units**

In the event of a strike or lockout by another bargaining unit, the employee agrees to make a reasonable effort to report for work. It is understood that where an employee has a concern in regards to their health and safety such employee shall not be required to cross the picket line and shall report to the Employer. The employee shall be entitled to request an unpaid leave of absence under Article 25 of the Collective Agreement.

### **ARTICLE 14 - BULLETIN BOARDS**

The Board agrees that the Union shall have the right to use Bulletin boards supplied by the Board and located in the custodial supply room in each school and Board facilities where employees are assigned. Such Bulletin Board will be used to post notices of meetings and other such notices that may be of interest to all employees concerned. Management shall have the right to remove materials offensive to the Board.

### **ARTICLE 15 - VALIDITY OF AGREEMENT**

In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended as to conform with the requirements of any such law.

### **ARTICLE 16 - PAY DAYS**

#### **16.01 - Pay Schedule**

Pay days shall be every second Thursday except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day.

#### **16.02 - Pay Information**

- (1) The Board will show conspicuously in writing on the pay slip accompanying the wages paid to each employee the following facts: employee's wage rate, number of overtime hours worked and all deductions made.
- (2) Should the Board wish to allow employees access to the electronic pay stub system, consultation and mutual agreement shall be sought by the parties prior to its implementation.

### **16.03 - Union Dues**

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union Dues paid by each Union Member in the previous year.

### **ARTICLE 17 – SCHEDULES**

Attached hereto and forming an integral part of this Agreement affecting employees are the following Schedules:

1. Schedule “A” - Classification and Wage Rates
2. Schedule “B” - Hours of Work
3. Schedule “C” - Custodial Staffing
4. Schedule “D” - Casual Employees
5. Schedule “E” - Part-time Employees
6. Schedule “F” - Temporary Full-time Employees

### **ARTICLE 18 - TOOLS AND EQUIPMENT**

The Board will supply all tools and equipment and cleaning materials essential and necessary by the Board in order to carry out the work maintaining facilities. All such tools provided must be kept on facility premises and replacements will be made by producing the broken or worn tool.

### **ARTICLE 19 - WSIB Top-up**

Shall be in accordance with Part A, Central Terms, Letter of Understanding #2 of this Collective Agreement and as follows:

An employee on staff who is injured in the course of their duty and has had their claim approved by the Workplace Safety and Insurance Board (WSIB) shall receive from the Board their regular gross salary, consisting of WSIB award (advances) plus top-up amount. The Board shall not make deductions from the employee’s Sick Leave/Short Term Disability Coverage days.

The top-up shall be for a maximum of four (4) years and six (6) months.

### **ARTICLE 20 - LABOUR-MANAGEMENT COMMITTEE**

- (1) The Board agrees, in cooperation with the Union, to establish a Labour- Management Committee to be composed of four (4) members of the Union Executive and four (4) Board Management representatives. It shall be the duty of this committee to meet

every two (2) months, if necessary, to discuss any matters which may arise in the day to day operations of the Board. Notwithstanding the above, the Parties may, by mutual agreement, schedule additional committee meetings.

- (2) Any representative of the local Union Labour-Management Committee shall have the right to attend the regularly scheduled meetings within working hours without loss of remuneration. The Union will endeavour to ensure that there shall not be more than one (1) representative from Maintenance.
- (3) In the event of layoff(s), a meeting of the Labour/Management Committee shall be established no later than two (2) weeks after the notice of layoff is given to the Union.

The mandate of the Committee is to:

- a) identify and propose alternatives to the proposed layoff(s) including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the employer which could be performed by bargaining unit employees;
  - b) identifying vacancies which may become available within a twelve (12) month period which are either:
    - i) within the bargaining unit;
    - ii) within another CUPE bargaining unit;
    - iii) not covered by a Collective Agreement
  - c) The Parties shall make every effort to find alternatives to layoffs.
  - d) The Parties shall consider voluntary early retirement and severance packages.
- (4) Each party shall appoint a co-chair for the Labour/Management Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.
  - (5) The Employer shall provide to the Labour/Management Committee all pertinent staffing, work organization and financial information necessary for the Committee to carry out its mandate.



## **ARTICLE 21 - PENSION PLAN**

Employees covered by this Agreement shall be covered by the Ontario Municipal Employees Retirement System in accordance with the regulations thereunder and the Canada Pension Plan based on a fifty percent (50%) contributory basis.

## **ARTICLE 22 - RELIEVING IN OTHER CLASSIFICATIONS/GRADES**

### **22.01 - Higher Rate Position**

When an employee is detailed to relieve in a position of higher rating, they shall receive the rate applicable for the position in which they are relieving for the hours worked in the higher rate position.

### **22.02 - Lower Rate Position**

When an employee is detailed to relieve in a position of lower rating, they shall maintain their regular rate of pay while so assigned.

## **ARTICLE 23 - VEHICLE ALLOWANCE**

### **23.01 - Rate**

- a) Permanent employees required by the Board to use their personal vehicles in order to carry out the business of the Board shall receive a vehicle allowance, the greater of the rate of 32.0 cents per kilometre or as specified in Board APG while on Board business.
- b) Notwithstanding the above, permanent Maintenance employees of the Facility Services required by the Board to use their personal vehicles in order to carry out the business of the Board will be entitled to receive in addition to the mileage set out in Article 23.01 a) above, an additional \$65.00 per month. Effective September 1<sup>st</sup>, 2009 \$100.00 per month.

### **23.02 - Payment Schedule**

Vehicle allowance payment shall be made for a one (1) month period calculated on a calendar month and paid before the following month-end consisting of the total allowances for the preceding month as well as showing conspicuously on the pay slip, the total mileage, the rate per mile, as well as the additional monthly payment outlined in article 23.01.

## **ARTICLE 24 - SICK LEAVE**

Sick Leave shall in be in accordance with Part A, Central Terms, Article C6.00, as well as Letter of Understanding #8 Sick Leave of this Collective Agreement and as follows:

### **24.01 - WSIB**

It is understood that Sick Leave and Short Term Disability Coverage provisions do not apply to an accident for which compensation is payable under the Workplace Safety and Insurance Act (except as provided in clause 19.01), or for which the employee would be legally liable.

### **24.02 - Medical Certification**

- (1) An employee will be required to produce a certificate from a duly qualified medical practitioner for any illness of five (5) consecutive working days or longer, certifying that such employee is unable to carry out their duties due to illness. This certificate is to be in the hands of the Board within ten (10) consecutive days following the commencement of sick leave or upon release from hospital if the employee is hospitalized.

### **24.03 - Notice of Absence**

An employee will give reasonable notice of their inability to report for work due to illness and will also give reasonable notice of their ability to return after such illness.

### **24.04 - Sick Leave Gratuity**

Shall be in accordance with Part A, Central Terms, Letter of Understanding #2 Status Quo Central Items and Items Requiring Amendment and Incorporation of this Collective Agreement and as follows:

- a) Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave of 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.
- b) A full-time employee who is retiring from the Board on a pension from O.M.E.R.S. because of age or inability through illness of efficiently discharging their duties shall be entitled to a sick leave credit gratuity as calculated as at August 31, 2012.

- c) Gratuity – Balance - In the event of the death of an employee either before or after retirement, all accrued and outstanding sick leave credits shall be paid in the form of cash bonus to the employee's estate as calculated as at August 31, 2012.
- d) Gratuity benefits shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the employee and the Board.

## **ARTICLE 25 - LEAVE OF ABSENCE**

### **25.01 - Salary Representatives**

Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without pay while so engaged, provided written request is made by the Union. In the event that the employee shall return to work with the Board, they shall be entitled to all benefits. They shall accrue seniority for the duration of the leave.

### **25.02 - Delegates**

Duly appointed delegates shall be granted leave of absence without pay and without loss of seniority to attend conventions or educational seminars of the Union upon five (5) working days written notice by the Union.

Management shall make every attempt to be flexible with both the granting of time off and the number of attending delegates with the exception of the last two weeks of August and first two weeks of September, annually, due to the high level of operational demands at that time.

### **25.03 - DND**

Any employee now serving or who hereafter serves in the Armed Forces shall, during their absence, while on military service, be granted leave of absence and shall accrue seniority for the duration of the leave.

### **25.04 - Seniority while on Paid Leave**

The name of an employee on a paid leave of absence shall be continued on the Seniority List and shall accumulate seniority provided such leave of absence is authorized by the Board.

### **25.05 - Bereavement Leave**

Employees will be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows:

- (a) Up to a maximum of five (5) consecutive working days upon death of a:
- |        |          |             |              |
|--------|----------|-------------|--------------|
| spouse | brother  | step-child  | grand-parent |
| child  | sister   | step-parent | step-brother |
| parent | guardian | grand-child | step-sister  |
- (b) Up to a maximum of three (3) consecutive working days upon the death of a:
- |                 |                     |                         |
|-----------------|---------------------|-------------------------|
| parent-in-law   | brother-in-law      | spouse's brother-in-law |
| son-in-law      | sister-in-law       | spouse's sister-in-law  |
| daughter-in-law | grand-parent-in-law |                         |
- (c) Up to a maximum of two (2) working days in any one fiscal year, to be used separately or together, upon the death of:
- |          |                  |   |
|----------|------------------|---|
| an aunt  | a spouse's aunt  | a close friend                            |
| an uncle | a spouse's uncle | any other family member not listed herein |
- (d) An additional day or days without pay may be granted by the immediate supervisor when excessive traveling is involved;
- (e) A leave granted under this article shall begin the earlier of when an employee leaves their work or on the day following the day of death;
- (f) When required, the employee may be granted at the discretion of the Executive Executive Superintendent of Business and Finance that the allotted days in (a) and (b) above not be consecutive;
- (g) In the event an employee is on vacation and entitled to take Bereavement Leave, the vacation credit shall be reinstated;
- (h) Payment of Bereavement Leave shall be at the employee's regular basic hourly rate times their basic daily hours of work.

**ARTICLE 25.05 - BEREAVEMENT LEAVE**

	Employee		Spouse	5 days	
	Parent days	5	Parent days	3	
	Guardian days	5	Sister		Sister-in-law
			Brother		Brother-in-law
Daughter-in-law Son -in-law 3 days	Step Parent days	5	3 days	3 days	
	Child		Grand-Parent	3 days	
Sister-in-law Brother-in-law 3 days	Step-Child days	5	Aunt		
			Uncle		
	Brother		π		
	Sister	5 days			
	Step-Brother				
	Step-Sister	5 days			
	Grand-Parent days	5			
	Grand-Child days	5			
	Uncle/Aunt	π			

π Up to a maximum of two (2) days in any one fiscal year, to be used separately or together.

Close Friend	$\pi$
Any other family member not listed herein	$\pi$

## 25.06 - Quarantine

Every employee is entitled to their salary notwithstanding their absence from duty in any case where, because of exposure to a communicable disease, they are quarantined or otherwise prevented by the order of the Medical Health Authorities from attending upon their duties.

## 25.07 - Court Summons

Every employee is entitled to their salary, less jury duty pay, notwithstanding their absence from duty as a witness in any court or jury duty to which they have been summoned in any proceedings to which they are not a party or one of the persons charged.

## 25.08 - No Deductions

No deductions will be made from sick leave credit for absences as defined in 25.05, 25.06, and 25.07 above.

## 25.09 - Pregnancy / Parental Leave

### 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 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 the 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.

**(A) Birth Mother:**

A Pregnancy and/or Parental Leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.

**(B) Mother or Father (including adoptive parents):**

(1) The duration of the Pregnancy and/or Parental Leave shall be in accordance with the Employment Standards Act, 2000 and amendments thereto. At the request of the employee, the employer shall extend the period of unpaid pregnancy and/or parental leave to a maximum of six (6) months.

(2) During the statutory period of the Pregnancy and/or Parental Leave, an employee shall retain full employment and rights and shall accumulate all benefits under this Collective Agreement.

(3) During the statutory period of the Pregnancy and/or Parental Leave, 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. If the employee elects to continue making pension contributions during the statutory period of the leave, the Board will continue to make its required contributions.

(4) When an employee decides to return to work after Pregnancy and/or Parental Leave, they shall provide the employer with at least two weeks' notice. On return from Pregnancy and/or Parental Leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.

**(C) Parent other than birth mother:**

- (1) A one (1) day Paternity Leave or Adoption Leave shall be granted on the date of birth of the child or in the case of an adoption, on the day of arrival of the child.
- (2) For employees who are eligible for Employment Insurance Benefits for a Parental Leave (excluding the birth mother) or an Adoption Leave, the Board shall pay a modified Supplemental Employment Benefit (SEB), which shall be subject to the approval of Employment and Social Development Canada, and which shall be paid in accordance with the following:

During the first two (2) week of a parental leave, the employee shall be entitled to 95% of their salary less any E.I. benefits. To receive pay, the employee must provide proof that they have applied for and are in receipt of Employment Insurance parental leave benefits, confirmation of whether or not they have served a wait period, and confirmation of the gross weekly amount of the benefit.

- (3) Where an employee seeks leave due to adoption, the foregoing provisions shall apply.
- (4) Calculations for the SEB Plan entitlements for part time employees under article 25.09 (C) (2) will be based on the average salary and average hours worked of the preceding twenty (20) working days to the leave.

**25.10 - Union Leave**

- (1) Where applicable and when the Union officially makes a request for leave(s) of absence for employee(s) and where such leave(s) are approved by the Board=s designate, the Board shall continue to pay the salary of the employee(s), invoice the Treasurer of the Union and the Union shall reimburse the Board for such salary without delay.
- (2) A leave of absence of up to five (5) days per contract term shall be granted to members of the Negotiating Committee in order to prepare contract amendments and proposals in preparation for a meeting with the Board. The Board shall continue to pay the salary of the employee, invoice the Union and the Union shall reimburse the Board without delay. Every effort will be made to have negotiations during the day.



- (3) A leave of absence of fifty (50) working days annually shall be granted to be shared amongst the Executive of the Union for the purpose of covering administration of the Bargaining Unit in the best interests of the members and the relationship attached to the Board. The Board shall continue to pay the salary of the employee, invoice the Union and the Union shall reimburse the Board without delay.
- (4) The Union shall provide five (5) working days written notice for all leaves described in this article.

It is understood that in the event of emergency situations preventing five (5) working days written notice, the request will be made verbally to the Executive Superintendent of Business and Finance or designate and followed up in writing.

#### **25.11 - Leave without Pay**

An employee shall be entitled to Leave of Absence without pay and without loss of seniority to a maximum of fifteen (15) working days per year when they request such leave for good and sufficient cause. All requests shall be in writing. All requests for less than a full day are subject to approval of the Immediate Supervisor/designate. If the duration of the leave is one full day or greater, such request shall be approved by the Executive Superintendent of Business and Finance/designate. Such approval shall not be withheld without just cause.

#### **25.12 - Personal Leave**

It is recognized that employees may have emergencies, business, or personal affairs that could not be or could not have been reasonably scheduled outside of the work hours or during vacation periods. This includes Indigenous employees who require time for the purpose of 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 attendance at Indigenous cultural/ceremonial events. The intent of a Leave for Personal Reasons is to assist the employee to attend to the above noted matters.

- (1) When an employee is required to be absent for personal reasons, they shall be granted up to two (2) days or four (4) half-days per fiscal year, taken individually, collectively or in combination, without loss of pay and without deduction from the employee's Sick Leave/Short Term Disability Coverage.

Personal Leave days shall not be taken the calendar day immediately preceding and/or immediately following a holiday or a vacation period, unless the leave is approved by the Executive Superintendent of Business and Finance or designate.

- (2) The Personal Leave entitlement for employees working less than 2,080 hours per year will be prorated based on the total hours worked in the preceding fiscal year.

## **ARTICLE 26 – RETIREE BENEFITS**

### **26.01 - Retiree Benefits**

Shall be in accordance with Part A, Central Terms, Article C5.1 c) and d) of this Collective Agreement.

## **ARTICLE 27 - JOB SECURITY**

### **27.01 - Contracting Out**

It is agreed that for the term of this Agreement, there shall be no restriction on contracting out by the Board of the work or service now performed by employees herein represented provided; however, that employees in the bargaining unit shall not be laid off, lose employment or suffer a reduction of their regular hours of work as a result of contracting out or as a result of persons outside the bargaining unit performing work of the bargaining unit.

The Board shall make every reasonable effort to contract work inside rather than contracting work outside of the bargaining unit.

### **27.02 - Work Programs**

No bargaining unit work shall be done under the auspices of an “Ontario Works” (Workfare) or similar program.

## **ARTICLE 28 - TERMS OF AGREEMENT**

### **28.01 - Duration**

This Agreement comes into force on the date it is ratified by both parties and expires on August 31, 2026.

### **28.02 - Notice Period**

Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of Agreement or any anniversary date of such expiration date.

### **28.03 - Timelines**

If notice of amendments or termination is given by either party pursuant to Article 28.02, the other party if requested to do so, agrees to meet for the purpose of negotiations within thirty (30) days from receipt of the said notice provided that the party giving the notice, if requested by the other party, shall consent to a reasonable extension to the thirty (30) day period.

### **28.04 - Amendments**

Amendments to the Collective Agreement are subject to ratification by the parties.

### **28.05 - Printing of Collective Agreement**

The Board agrees to print copies of the collective agreement at its own cost and to distribute one (1) copy to each CUPE employee.

## **ARTICLE 29 - CONTRACT LANGUAGE**

It is understood and agreed between the parties that the official contract language for the Agreement shall be the English language.

## **ARTICLE 30 - SAFETY BOOTS AND SHOES AND UNIFORMS**

### **30.01 - Safety Boots and Shoes**

- (1) The Board shall provide an allowance of \$175 to be paid in the month of October in each year of the Collective Agreement to cover the cost of safety boots or shoes as defined in Article 30.01 (2).
- (2) All staff are required to wear a minimum green patch safety footwear.
- (3) A part time employee shall be entitled to an allowance to cover the cost of safety boots and shoes as defined in Article 30.01 (2) above. This allowance will be payable by the end of October following the date of hire and every two (2) years thereafter. It will be based on the appropriate rate in accordance with Article 30.01 (1).
- (4) It is agreed that the date to be used for determining the status of the employee, i.e. part-time or full-time, for the sole purpose of the entitlement to the footwear allowance, shall be October 1<sup>st</sup> of each year.

### **30.02 - Coveralls**

Facilities Management employees shall be entitled to receive one (1) pair of coveralls in each year.

### **30.03 - Uniforms**

Employees will be required to purchase and wear a Board approved uniform (shirt or smock only). However, the Board may also set reasonable dress code rules having regard for issues such as Health, Safety and Image.

In each year of the collective agreement, the Board shall provide two (2) uniform shirts or smocks to all permanent employees in the Bargaining Unit.

### **31.0 – Certificate of Qualification (Red Seal) as issued by Skilled Trades Ontario**

The Board will reimburse the amount of a Certificate of Qualification (Red Seal) as issued by Skilled Trades Ontario annually (up to a maximum of \$250, with receipt) for each journey person who requires it as part of the position qualifications.

### **32.0 – Other Matters**

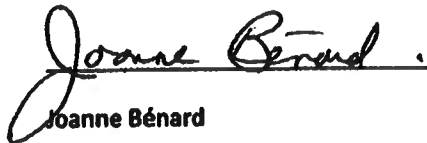
Both the Board and the Union agree that the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating on any matter with the Board.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective name by their representative(s) thereunto duly authorized as of this 19<sup>th</sup> day of February 2020.

**For the Sudbury Catholic District  
School Board**

A stylized signature of Michael Bellmore, consisting of a large 'B' and 'M' intertwined, written over a horizontal line.

**Michael Bellmore  
Chair of the Board**

A cursive signature of Joanne Bérard, written over a horizontal line.

**Joanne Bérard  
Director of Education  
and Secretary of the Board**

**For the Canadian Union of  
Public Employees, Local 1369, C.L.C.**

A signature of Frank Lapensée, written in a cursive style over a horizontal line.

**Frank Lapensée  
Representative  
Canadian Union of Public Employees**

A signature of Charity Sedore, written in a cursive style over a horizontal line.

**Charity Sedore  
President, CUPE Local 1369**

**Other members:**

A signature of Trevor Martel, written in a cursive style over a horizontal line.

**Trevor Martel**

A signature of Cori Poulin, written in a cursive style over a horizontal line.

**Cori Poulin**

A signature of Ryan Shydlofsky, written in a cursive style over a horizontal line.

**Ryan Shydlofsky**

**SCHEDULE "A" - PAY RATES**

<u>POSITION</u>	<u>Sept.1/2021</u>	<u>Sept.1/22</u>	<u>Sept.1/23</u>	<u>Sept.1/24</u>	<u>Sept.1/25</u>
<u>Custodian</u>					
<u>0-20,000 sq.ft.</u>	<u>27.39</u>	<u>28.39</u>	<u>29.39</u>	<u>30.39</u>	<u>31.39</u>
<u>20,001-30,000 sq.ft.</u>	<u>28.08</u>	<u>29.08</u>	<u>30.08</u>	<u>31.08</u>	<u>32.08</u>
<u>30,001 sq.ft. plus</u>	<u>28.29</u>	<u>29.29</u>	<u>30.29</u>	<u>31.29</u>	<u>32.29</u>
<u>St.Albert Custodian</u>	<u>28.29</u>	<u>29.29</u>	<u>30.29</u>	<u>31.29</u>	<u>32.29</u>
<u>Building Services Technician</u>					
<u>Year 1</u>	<u>29.13</u>	<u>30.13</u>	<u>31.13</u>	<u>32.13</u>	<u>33.13</u>
<u>Year 2</u>	<u>29.60</u>	<u>30.60</u>	<u>31.60</u>	<u>32.60</u>	<u>33.60</u>
<u>Year 3</u>	<u>30.04</u>	<u>31.04</u>	<u>32.04</u>	<u>33.04</u>	<u>34.04</u>
<u>Assistant Custodian</u>	<u>22.87</u>	<u>23.87</u>	<u>24.87</u>	<u>25.87</u>	<u>26.87</u>
<u>Cleaner</u>	<u>17.43</u>	<u>18.43</u>	<u>19.43</u>	<u>20.43</u>	<u>21.43</u>
<u>Casual</u>	<u>17.43</u>	<u>18.43</u>	<u>19.43</u>	<u>20.43</u>	<u>21.43</u>
<u>General Journeyperson</u>	<u>32.03</u>	<u>33.03</u>	<u>34.03</u>	<u>35.03</u>	<u>36.03</u>
<u>General Maintenance Person</u>	<u>29.36</u>	<u>30.36</u>	<u>31.36</u>	<u>32.36</u>	<u>33.36</u>
<u>Maintenance Helper</u>	<u>24.56</u>	<u>25.56</u>	<u>26.56</u>	<u>27.56</u>	<u>28.56</u>
<u>Labourer</u>	<u>17.43</u>	<u>18.43</u>	<u>19.43</u>	<u>20.43</u>	<u>21.43</u>

**(2) Allowance for Certificates**

Employees in the Licensed Journey Person / Trades Person classification who possess government certificates will receive an allowance while performing duties recognized by the Trade Certificate. An additional allowance will be paid for additional certificates where required by law or by the Employer in order for the work to be performed.

Note – Schedule “A” – PAY RATES lists “Licensed Journey Person / Trades Person” “~~General Journey person~~”, which will also be changed to Licensed Journey Person / Trades Person when the schedule is updated.

\$ .90 per hour effective Sept. 1, 2019

\$ .91 per hour effective Sept. 1, 2020

\$ .92 per hour effective Sept. 1, 2021 and thereafter

**(3) Responsibility Allowance**

- (a) An employee assuming the Lead-Hand responsibility in secondary schools will receive an allowance of:

\$1.47 per hour effective Sept. 1, 2019

\$1.49 per hour effective Sept. 1, 2020

\$1.50 per hour effective Sept. 1, 2021 and thereafter

- (b) An employee assuming additional responsibilities during vacation periods due to the school Custodian=s absence will receive an allowance of:

\$2.46 per hour effective Sept. 1, 2019

\$2.49 per hour effective Sept. 1, 2020

\$2.51 per hour effective Sept. 1, 2021 and thereafter

## **Schedule “B” – Hours of Work**

### **(1) Hours of Work for Elementary and Secondary School Staff** (excluding St. Albert Adult Centre)

#### **(a) Normal School Term – Monday through Friday, hours of work**

- (i) Custodian/BST - 6:00 a.m. to 3:00 p.m. or 6:30 a.m. to 3:30 p.m. (one (1) hour unpaid lunch)
- (ii) Assistant Custodians – 3:00 p.m. to 11:00 p.m.  
\*Note: One Assistant Custodian at St. Charles College and one Assistant Custodian at St. Benedict will work 6:00 a.m. to 3:00 p.m. with a one hour unpaid meal break. It is understood that the Assistant Custodian working this shift will replace the BST as required, and that all other Assistant Custodians at that school will work their normal schedule on that day.
- (iii) Assistant Custodians or Cleaners (Multi Site): 2:30 p.m. to 11:00 p.m. (1/2 hour unpaid travel time)
- (iv) Cleaners: 3:00 p.m. to 11:00 p.m.

#### **(b) Normal School Term (excludes school break at Christmas; excludes July and August) - Saturday and Sunday, hours of work**

- (i) Assistant Custodians - between 6:00 a.m. and 11:00 p.m.

#### **(c) During School Vacations – Monday to Friday, hours of work**

- (i) 7:00 a.m. to 11:30 a.m. and 12:00 p.m. to 3:30 p.m.
- (ii) Scheduling of hours during school vacations will be altered in order for daily cleaning of daycares during and after daycare hours to occur, as requested by the daycare provider and to a maximum number of hours as stipulated in the contract with the daycare provider.
- (iii) Scheduling of hours during school vacations will be altered in order for cleaning of Board facilities to occur that are in use during the day.

d) The normal hours of work will be eight (8) hours per day and forty (40) hours per week with specific schedules according to the needs of each school.

e) Shift will include day and afternoon shifts.

f) Note: If alterations to the hours in (a), (b), or (c) are required, the parties agree to discuss the requirement. Alterations will be by mutual agreement between the Board and the Union or the



representatives of the Board and the Union; however, agreement will not be unreasonably denied.

g) Temporary alterations, not to exceed five (5) consecutive working days, in the schedules set out in (a), (b), and (c) above may be made on the basis of individual schools where such changes would improve the efficiency of the operation.

## **(2) Hours of Work for Maintenance**

### **a) Day Shift (Monday through Friday)**

The normal day shift shall work from 8:00 am to 4:30 pm with one half hour lunch period from 12:00 to 12:30 pm. However, the exact time of the lunch period may be altered occasionally to facilitate work in classrooms or emergency work.

### **b) Afternoon Shift (Monday through Friday)**

The normal afternoon shift shall work from 3:00 p.m. to 11:00 p.m. with one half hour lunch period. Whenever possible every effort will be made to rotate the afternoon shift work amongst the Maintenance staff as much as possible. Such employees working on the afternoon shift will receive a shift premium as follows:

Effective Sept, 1, 2019	eighty-five (85) cents per hour
Effective Sept 1, 2020	eighty-six (86) cents per hour
Effective Feb 1, 2021	eighty-seven (87) cents per hour

c) Note: If alterations to the hours in (a) or (b) are required, the parties agree to discuss the requirement. Alterations will be by mutual agreement between the Board and the Union or the representatives of the Board and the Union; however, agreement will not be unreasonably denied.

Temporary alterations in the schedules set out above may be made on the basis of maintenance requirements where such changes would improve the efficiency of the operation.

## **(3) Students**

a) The employer shall have the right to hire students during the summer vacation period (May 1 – Sept. 15)

b) It is understood that permanent employees of the Board shall not have their hours reduced or be laid off as a result of students being hired.

## **SCHEDULE "C" - Custodial Staffing**

### **In accordance with Part A Central Items of this Collective Agreement and the following:**

1. If the Board is to provide custodial services through a leasing agreement, the Board has the right to respect the language of choice of the lease holder.
2. The Board will staff effective July 1st of each year (and reviewed annually by the Employer and the Union) according to building size, school needs, room usage, and ISSA 540 standards.
3. Notwithstanding Article 9.03 (1), employees who are on contractual leaves, Workplace Safety Insurance Benefits or other leaves of absences shall be replaced at 50% subject to the availability of funding.
4. (a) There will be a minimum of one (1) Assistant Custodian assigned to each school with greater than 37,000 in square feet in use.  
  
(b) In the secondary schools, the most senior employee on the afternoon shift will act as Lead Hand and receive the responsibility allowance specified in schedule "A".  
  
(c) Subject to Article 7.06, 7.07, 7.08 and 7.09, no employee shall be reclassified without mutual agreement between the Employer and the Union.
5. The Parties agree with the following process in the event of a school transfer:
  - (a) The affected custodian shall be transferred to the new location.
  - (b) The transferred custodian shall be remunerated in accordance with Schedule "A" of the Collective Agreement.
  - (c) In the event that the new location cannot accommodate the transfer of assistants and cleaners, such employees shall be entitled to their rights under Article 7 of the Collective Agreement.

**SCHEDULE “D” - Casual Employees**

Articles of the Collective Agreement that apply to these employees:

Article 1	Purpose
Article 2	Scope
Article 3	Union Recognition
Article 4	Management Rights
Article 5	Grievance Procedure
Article 6	Union Security
Article 13	No Strikes or Lockouts
Article 15	Validity of Agreement
Article 16	Pay Days
Article 28	Term of Agreement
Article 29	Contract Language
Article 30	Safety Boots and Shoes and Uniforms
	30.01 (2) to 30.01 (4) only
<u>Article 31</u>	<u>Certificate of Qualification (Red Seal)</u>
<u>Article 32</u>	<u>Other Matters</u>

## Schedule “A”

Statutory holidays, vacation pay, and leaves of absence shall be in accordance with the Employment Standards Act.

The hours of work for employees in excess of eight (8) hours/day or forty (40) hours/week shall be considered overtime hours and shall be paid at the rate of one and one-half times the regular rate.

Casual employees shall be required to purchase and wear a Board approved uniform (shirt or smock only) and safety footwear while performing their duties for the Board.

**SCHEDULE "E" - Part-time Employees**

**The articles in the Collective Agreement with respect to Part-time Employees are applicable as follows:**

**PART "A"**

Articles in the Collective Agreement also Applicable to Part-time Employees

1	7.01	10.04	16.02	25.03
2	7.02	10.05	16.03	25.04
3.01	7.03(2)(3)(4)(5)(6)(7)	10.06	17	25.05
3.02	7.04	10.07	18	25.09
3.03	7.05	11.04	20	25.1
4.01 to 4.05	7.06	11.05	21	25.11
5.00 to 5.12	7.07	11.06	22.01	26.01
6.01	7.08	11.08	22.02	27.01
6.02	7.09	11.10	23.01	27.02
6.03	8	11.11	23.02	28.01
6.04	9.01	11.12	24.02	28.02
6.05	9.02	12.10	24.03	28.03
	9.03	12.11	25.01	28.04
	10.01	13.01	25.02	28.05
	10.02	13.02	15	29
	10.03	14		30.01 (2) to (4)
Schedule "A"		16.01		30.02
Schedule "B"				30.03
Schedule "C"				31
				32

**PART "B"**

Articles of the Collective Agreement Applicable only to P/T Employees

7.03 (6)  
7.03 (7)  
7.05  
11.10  
11.11  
12.10  
25.09 (c)(4)  
30.01 (3)  
30.01 (4)

**PART "C"**

Articles of the Collective Agreement Not Applicable to P/T Employees

7.03 (1)	12.07	25.06
11.01	12.08	25.07
11.02	19.01	25.08
11.03	24.01	25.12
11.07	24.02	26.02
11.08	24.03 (1)	26.03
11.1	24.04	30.01 (1)
12.01	24.06	Schedule "D"
12.02	24.07	Schedule "F"
12.03	24.08	
12.04		
12.05		
12.06		

**SCHEDULE “F” - Full-time Temporary Employees**

This article refers to employees working more than twenty-four (24) hours/week on a regular basis for a specified duration not to exceed six (6) months within the Facility Management Division. For purposes of Capital Renovation Projects.

Articles which DO NOT APPLY to these employees

7.00	Seniority
8.00	Loss of Seniority
9.00	Job Posting
10.00	Paid Holidays
11.00	Annual Vacations
12.00	Hours of Work and Overtime
18.00	Tools and Equipment
19.00	Hospitalization and Medical Benefits
21.00	Pension Plan
22.00	Relieving in Other Classifications
24.00	Sick Leave
25.00	Leave of Absence
26.00	Retirement
27.00	Job Security
30.00	Safety Boots, Shoes and Uniforms
31.00	Certificate of Qualification (Red Seal)
32.00	Other Matters
Schedules	A, B, C, D, E

Statutory holidays, vacation pay, overtime and leaves of absence shall be in accordance with the Employment Standards Act.

Where a permanent employee is engaged to perform the work of a full-time temporary employee, the permanent employee shall retain full rights as a permanent employee under this Collective Agreement.

The rate of pay for employees under this schedule will be at least the cleaner’s rate of pay under Schedule “A”.

## **LETTER OF INTENT (# 1)**

### **Job Descriptions**

The Board agrees to prepare a Job Description when a new position is created or the duties of a job classification significantly changes. The rate of pay for new or modified position shall be determined in consultation with the Union.

## **LETTER OF INTENT (# 2)**

### **Casual Employees**

1. The Board will make every reasonable effort to assign employees from the Casual List to vacant temporary positions in accordance with their date of hire.
2. When a casual employee becomes a permanent employee (part-time or full-time), the Board will recognize prorated experience (amount of time worked in hours) from assigned temporary positions only, not day-to-day assignments.
3. The employee's length of service with the Board will be considered as one factor when hiring as a permanent employee.
4. The Board will maintain a seniority list of all casual employees, ranked by the total number of hours worked since their most recent date of hire with the Sudbury Catholic District School Board.

## **LETTER OF INTENT (# 3)**

### **Pay Information**

The Sudbury Catholic District School Board will provide to all members of the bargaining unit, on an annual basis, a schedule of the rate differentials for employees relieving in a higher paying classification; that schedule is otherwise known as a schedule of MSR codes.

Effective with the first pay period in January 2009, in addition to the pay stub each CUPE employee currently receives, the Sudbury Catholic District School Board will provide a time sheet earnings report. Information on that report will include but is not limited to the work date, the earning code, the hours worked each day, the hourly rate for all hours worked in the employee's classification, and the MSR rate for all hours worked while relieving in a higher paying classification.



## **LETTER OF UNDERSTANDING (# 1)**

### **RE: Supervision of Students**

The Board agrees that CUPE employees will not be normally assigned to supervise students (i.e. classroom, recess, lunchtime and bus supervision).

This does not negate the requirement of CUPE members to act as responsible adults.

**LETTER OF UNDERSTANDING (# 5)**

**T2200**

The Employer agrees to provide, upon request, a T2200 to employees who are required to have and maintain a vehicle as a condition of employment.

## **LETTER OF UNDERSTANDING (# 6)**

### **Joint Job Evaluation**

Whereas the parties agree that the below noted process is outside of the scope of collective bargaining;

Whereas the parties recognize that Letter of Understanding (#6) “Joint Job Evaluation” in the Collective Agreement is the agreed to process to jointly evaluate positions and wages for custodial and maintenance staff belonging to the CUPE bargaining unit.

Therefore the parties agree to:

1. Complete a joint job evaluation for all custodial and maintenance positions within 16 months following the execution of this Letter of Understanding.

## **LETTER OF AGREEMENT (# 1)**

### **Contracting Out**

The parties agree that a Joint Committee consisting of two CUPE representatives and two Employer representatives will be established within thirty days of ratification.

The Parties will develop their Joint Terms of References within ninety days of ratification.

The Committee will be provided with financial information in order to review contracting out issues. The Committee will make recommendations to the Executive Superintendent of Business and Finance.