

2022 - 2026

COLLECTIVE AGREEMENT

between

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD  
(hereinafter called the "Board")

and

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3987  
(Custodial Employees)  
(hereinafter called the "Union")

September 1, 2022

to

August 31, 2026

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## APPENDIX I

### CUPE – PART A: CENTRAL TERMS

#### C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

##### C1.1 Separate Central and Local Terms

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

##### C1.2 Implementation

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

##### C1.3 Parties

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

##### C1.4 Single Collective Agreement

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

#### C2.00 DEFINITIONS

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

**C2.2** The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C4.1 Statement of Purpose**

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

**C4.2 Parties to the Process**

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

**C4.3 Meetings of the Committee**

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

**C4.4 Selection of Representatives**

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

**C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

a. Dispute Resolution

A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

a. The central parties shall each have the following rights:

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

b. The Crown shall have the following rights:

- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
- ii. To participate in any matter referred to arbitration.
- iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

#### C4.8 Carriage Rights

- 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. 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.**
- c. **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.**
- d. **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.**
- e. **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.**
- f. **The parties may jointly set down up to 5 (five) grievances for each review.**
- g. **The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.**
- h. **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.**
- i. **The description of the grievance and the relevant facts shall not be typically longer than two pages.**

- a. 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.
- b. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- c. The Crown may provide a brief no later than two (2) days prior to the review.
- d. 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 #7. 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) months 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%.

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

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

## **C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

### **C7.1 Preamble**

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

### **C7.2 Membership**

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

### **C7.3 Co-Chair Selection**

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

### **C7.4 Meetings**

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

### **C7.5 Agenda and Minutes**

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

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

### **C7.6 Without Prejudice or Precedent**

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

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

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

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

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

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

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

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

## **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

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

Negotiations Committee

At all central bargaining meetings with the Employer representatives the union will be represented by the 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</b>	<b>Individual</b>	<b>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>	
Withdrawn      Resolved      Referred to Arbitration			
<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

I, \_\_\_\_\_

hereby authorize my Health Care Professional(s)

\_\_\_\_\_ to disclose medical information to my employer,

\_\_\_\_\_ In order to determine my ability to fulfill my duties as a

\_\_\_\_\_ 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

\_\_\_\_\_ dd mm yyyy

for my absence starting on the

\_\_\_\_\_ dd mm yyyy

Signature

Date

Employee ID:

Employee

Address:

**Dear Health Care Professional,**

I have been 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 employee to the extent of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures with this understanding, and with the objective of returning employees to active employment as soon as possible. I am asking the medical professional to provide as full and detailed information as possible.

Please return the completed form to the attention of:

Telephone No:

Work Location:

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

**First Day of Absence:**

**General Nature of Illness\* (please do not include diagnosis):**

Date of Assessment: <b>dd mm yyyy</b>	No limitations and/or restrictions <input type="checkbox"/>  Return to work date: <b>dd mm yyyy</b>  For limitations and restrictions, please complete Part 2.
--	--

**Health Care Professional, please complete the confirmation and attestation in Part 3**

**PART 2 – Physical and/or Cognitive Abilities**  
**Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (please complete all that is applicable)**

<b>PHYSICAL (if applicable)</b>			
<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 ( <i>specify</i> ):	<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 ( <i>specify</i> ):	<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 ( <i>specify</i> ):	<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 ( <i>specify</i> ):

<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 <i>(please specify):</i>	<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
<b>COGNITIVE (if applicable)</b>				
<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 check one:				
<input type="checkbox"/>	Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/>	Patient is capable of returning to work with restrictions. <b>(Complete Part 2)</b>			
<input type="checkbox"/>	I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.			
Recommended date of next appointment to review Abilities and/or Restrictions:		dd	mm	yyyy
<b>PART 3 – Confirmation and Attestation</b>				
<b>Health Care Professional: The following information should be completed by the Health Care Professional</b>				
I confirm all of the information provided in this attestation is accurate and complete:			<input type="checkbox"/>	
<b>Completing Health Care Professional Name:</b> (Please Print)				
_____				
<b>Date:</b>				
_____				
<b>Telephone Number:</b>				
_____				
<b>Signature:</b>				
_____				

\* "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:

- 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 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



## 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.

### 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.

### 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.

## 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.

## 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.

**APPENDIX II – DOES NOT FORM PART OF THE CENTRAL TERMS OF THE COLLECTIVE AGREEMENT**

**MEMORANDUM OF UNDERSTANDING #1**

**IN THE MATTER OF COLLECTIVE BARGAINING  
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

BETWEEN

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

AND

**The Canadian Union of Public Employees**

**(hereinafter "CUPE")**

**RE: Actuarial Variation**

The Parties wish to affirm the importance of the CUPE Education Workers' Benefits Trust's annual actuarial report in ensuring the financial sustainability of the plan. As per section 16.3 of the CUPE EWBT Agreement and Declaration of Trust, these actuarial reports are made using actuarial assumptions in accordance with generally accepted actuarial principles.

The Parties acknowledge that the actuarial assumptions used, in particular those associated with the forecasted per Full-Time Equivalent (FTE) funding increases for years which are not covered by a current collective agreement, may require the board of Trustees to make immediate decisions prior to the next round of bargaining.

Therefore, the Parties agree to amend the CUPE EWBT Trust Agreement as follows:

If the most recent actuarial report covers a year that is not part of the collective agreement, and the actuarial report includes a funding assumption of 0 per cent for that year, and if the Claims Fluctuation Reserve (CFR) is projected to be below 8.3% in such a year:

- There is no requirement for the trustees to make a plan design change; however, they may.
- There is a requirement for the trustees to develop a contingency plan in the event that the funding negotiated in central bargaining results in the CFR continuing to be projected to be below the 8.3% threshold, and the plan is to be shared with the central parties. The contingency plan must include the following elements, at a minimum:
  - 3 funding scenarios: no increase in funding, increases consistent with CPI, and increases equal to the average of the prior three years.
  - 2 costing scenarios: for example, inflationary trend increases and historical 3 year trend.
  - Proposed actions the trustees would take for each scenario: for example, plan reductions and administrative efficiencies.

If the most recent actuarial report covers a year that is part of the collective agreement, plan design changes will continue to apply where the CFR is projected to be below

8.3% in such a year or if the current year's CFR falls below 8.3%.

Finally, the Parties confirm that any decision to maintain or change benefits Plan design is at the discretion of the Board of Trustees, subject to any restrictions in the CUPE EWBT Agreement and Declaration of Trust, Collective Agreement, or the Income Tax Act and in accordance with their responsibility for the ongoing operations and long-term financial sustainability of the CUPE EWBT.

APPENDIX III

<b>Community Use of Schools Investment</b>	
<b>DSB Name</b>	<b>\$</b>
Algoma DSB	4,417
Algonquin and Lakeshore Catholic DSB	4,558
Bluewater DSB	7,113
Bruce-Grey Catholic DSB	1,608
Catholic DSB of Eastern Ontario	4,814
CÉP de l'Est de l'Ontario	6,144
CS catholique Mon Avenir	6,415
CS catholique Providence	4,228
CS Viamonde	4,747
CSD catholique de l'Est ontarien	5,191
CSD catholique des Grandes Rivières	3,613
CSD catholique du Centre-Est de l'Ontario	7,802
CSD catholique du Nouvel-Ontario	3,574
CSD catholique Franco-Nord	1,260
CSD du Grand Nord de l'Ontario	1,977
CSD du Nord-Est de l'Ontario	1,119
DSB of Niagara	14,460
DSB Ontario North East	4,951
Dufferin-Peel Catholic DSB	31,209
Durham Catholic DSB	8,163
Durham DSB	25,822
Grand Erie DSB	10,719
Greater Essex County DSB	12,354
Halton Catholic DSB	11,833
Halton DSB	21,477
Hamilton-Wentworth Catholic DSB	165
Hamilton-Wentworth DSB	17,826
Hastings and Prince Edward DSB	6,802
Huron Perth Catholic DSB	47
Huron-Superior Catholic DSB	2,064
Kawartha Pine Ridge DSB	12,589
Keewatin Patricia DSB	2,820
Lakehead DSB	3,792
Lambton Kent DSB	9,693
Limestone DSB	8,416
London District Catholic School Board	7,165
Near North DSB	4,719
Niagara Catholic DSB	8,288
Nipissing-Parry Sound Catholic DSB	1,291
Northeastern Catholic DSB	1,143
Northwest Catholic DSB	518

Ottawa Catholic DSB	231
Peel DSB	55,581
Peterborough V N C Catholic DSB	5,638
Rainbow DSB	6,140
Rainy River DSB	1,384
Renfrew County Catholic DSB	1,816
Renfrew County DSB	4,763
Simcoe County DSB	17,471
Simcoe Muskoka Catholic DSB	7,466
St. Clair Catholic DSB	3,211
Sudbury Catholic DSB	2,384
Thames Valley DSB	29,002
Toronto Catholic DSB	34,196
Toronto DSB	85,953
Trillium Lakelands DSB	6,961
Upper Canada DSB	12,895
Upper Grand DSB	11,029
Waterloo Catholic DSB	87
Wellington Catholic DSB	2,950
York Catholic DSB	20,341
York Region DSB	45,435
<b>TOTAL</b>	<b>651,835</b>

APPENDIX IV

Supports for Students Fund - CUPE	2022-23			2023-24			2024-25			2025-26		
	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staff Amount	Other Staffing Amount	TOTAL
Algoma DSB	\$ -	\$ 175,997	\$ 175,997	\$ -	\$ 181,576	\$ 181,576	\$ -	\$ 187,169	\$ 187,169	\$ -	\$ 192,821	\$ 192,821
Algonquin and Lakeshore Catholic DSB	\$ 385,520	\$ 313,139	\$ 699,060	\$ 397,741	\$ 323,478	\$ 721,220	\$ 409,992	\$ 333,442	\$ 743,434	\$ 422,374	\$ 343,512	\$ 765,886
Bluewater DSB	\$ -	\$ 236,384	\$ 236,384	\$ -	\$ 243,877	\$ 243,877	\$ -	\$ 251,389	\$ 251,389	\$ -	\$ 258,981	\$ 258,981
Bruce-Grey Catholic DSB	\$ 163,871	\$ 97,428	\$ 261,298	\$ 169,066	\$ 100,516	\$ 269,582	\$ 174,273	\$ 103,612	\$ 277,885	\$ 179,536	\$ 106,741	\$ 286,277
Catholic DSB of Eastern Ontario	\$ 399,012	\$ 344,775	\$ 743,087	\$ 411,660	\$ 354,982	\$ 766,642	\$ 424,339	\$ 365,916	\$ 790,255	\$ 437,155	\$ 376,966	\$ 814,121
CEP de l'est de l'Ontario	\$ -	\$ 383,815	\$ 383,815	\$ -	\$ 395,982	\$ 395,982	\$ -	\$ 408,179	\$ 408,179	\$ -	\$ 420,506	\$ 420,506
CS catholique MonAvenir	\$ -	\$ 206,807	\$ 206,807	\$ -	\$ 213,363	\$ 213,363	\$ -	\$ 219,934	\$ 219,934	\$ -	\$ 226,576	\$ 226,576
CS catholique Providence	\$ 324,922	\$ 292,049	\$ 616,971	\$ 335,222	\$ 301,307	\$ 636,529	\$ 345,547	\$ 310,587	\$ 656,134	\$ 355,982	\$ 318,967	\$ 675,950
CS Viamonde	\$ -	\$ 165,219	\$ 165,219	\$ -	\$ 170,457	\$ 170,457	\$ -	\$ 175,707	\$ 175,707	\$ -	\$ 181,013	\$ 181,013
CSD catholique de l'Est ontarien	\$ -	\$ 250,765	\$ 250,765	\$ -	\$ 258,714	\$ 258,714	\$ -	\$ 266,683	\$ 266,683	\$ -	\$ 274,737	\$ 274,737
CSD catholique des Grandes Rivières	\$ -	\$ 102,542	\$ 102,542	\$ -	\$ 105,793	\$ 105,793	\$ -	\$ 109,051	\$ 109,051	\$ -	\$ 112,344	\$ 112,344
catholique du Centre-Est de l'Ontario	\$ -	\$ 182,349	\$ 182,349	\$ -	\$ 188,130	\$ 188,130	\$ -	\$ 193,924	\$ 193,924	\$ -	\$ 199,781	\$ 199,781
catholique du Nouvel- Ontario	\$ -	\$ 129,373	\$ 129,373	\$ -	\$ 133,474	\$ 133,474	\$ -	\$ 137,585	\$ 137,585	\$ -	\$ 141,740	\$ 141,740
catholique Franco-Nord du Grand Nord de l'Ontario	\$ -	\$ 42,325	\$ 42,325	\$ -	\$ 43,667	\$ 43,667	\$ -	\$ 45,012	\$ 45,012	\$ -	\$ 46,371	\$ 46,371
du Nord-Est de l'Ontario DSB of Niagara	\$ 123,936	\$ 94,758	\$ 218,693	\$ 127,865	\$ 97,761	\$ 225,626	\$ 131,803	\$ 100,772	\$ 232,575	\$ 135,783	\$ 103,816	\$ 239,599
DSB of Niagara	\$ 949,189	\$ 757,428	\$ 1,706,616	\$ 979,278	\$ 781,438	\$ 1,760,716	\$ 1,009,440	\$ 805,507	\$ 1,814,946	\$ 1,039,925	\$ 829,833	\$ 1,869,757
DSB Ontario North East	\$ -	\$ 187,606	\$ 187,606	\$ -	\$ 193,553	\$ 193,553	\$ -	\$ 199,514	\$ 199,514	\$ -	\$ 205,540	\$ 205,540
Dufferin-Peel Catholic DSB	\$ -	\$ 1,693,461	\$ 1,693,461	\$ -	\$ 1,747,144	\$ 1,747,144	\$ -	\$ 1,800,956	\$ 1,800,956	\$ -	\$ 1,855,344	\$ 1,855,344
Durham DSB	\$ 411,803	\$ 412,916	\$ 824,718	\$ 444,459	\$ 426,005	\$ 870,464	\$ 458,148	\$ 439,126	\$ 897,274	\$ 471,985	\$ 452,388	\$ 924,372
Durham DSB	\$ 1,709,102	\$ 1,376,176	\$ 3,085,278	\$ 1,763,281	\$ 1,419,801	\$ 3,183,082	\$ 1,817,590	\$ 1,463,531	\$ 3,281,121	\$ 1,872,481	\$ 1,507,729	\$ 3,380,210
Grand Erie DSB	\$ 711,154	\$ 596,606	\$ 1,307,760	\$ 733,698	\$ 615,518	\$ 1,349,216	\$ 756,296	\$ 634,476	\$ 1,390,772	\$ 779,136	\$ 653,637	\$ 1,432,773
Greater Essex County DSB	\$ -	\$ 754,941	\$ 754,941	\$ -	\$ 778,872	\$ 778,872	\$ -	\$ 802,862	\$ 802,862	\$ -	\$ 827,108	\$ 827,108
Halton Catholic DSB	\$ 697,228	\$ 636,719	\$ 1,332,307	\$ 719,330	\$ 650,053	\$ 1,369,383	\$ 741,485	\$ 670,075	\$ 1,411,560	\$ 763,878	\$ 690,311	\$ 1,454,189
Halton DSB	\$ -	\$ 13,298	\$ 13,298	\$ -	\$ 550,204	\$ 550,204	\$ -	\$ 567,150	\$ 567,150	\$ -	\$ 584,278	\$ 584,278
Hamilton - Wentworth Catholic DSB	\$ 804,718	\$ 236,689	\$ 1,041,407	\$ 830,228	\$ 244,192	\$ 1,074,420	\$ 855,799	\$ 251,713	\$ 1,107,512	\$ 881,644	\$ 259,315	\$ 1,140,959
Hamilton-Wentworth DSB	\$ -	\$ 567,243	\$ 567,243	\$ -	\$ 585,225	\$ 585,225	\$ -	\$ 603,250	\$ 603,250	\$ -	\$ 621,468	\$ 621,468
Hastings and Prince Edward DSB	\$ 460,756	\$ 341,385	\$ 802,141	\$ 475,362	\$ 352,206	\$ 827,568	\$ 490,003	\$ 363,054	\$ 853,058	\$ 504,801	\$ 374,019	\$ 878,820
Huron Perth Catholic DSB	\$ 171,967	\$ 54,183	\$ 226,170	\$ 177,439	\$ 55,901	\$ 233,340	\$ 182,904	\$ 57,622	\$ 240,526	\$ 188,428	\$ 59,362	\$ 247,790
Huron-Superior Catholic DSB	\$ 222,665	\$ 166,954	\$ 389,619	\$ 229,724	\$ 172,247	\$ 401,970	\$ 236,799	\$ 177,552	\$ 414,351	\$ 243,950	\$ 182,914	\$ 426,864
Kawartha Pine Ridge DSB	\$ 928,441	\$ 712,111	\$ 1,640,952	\$ 957,873	\$ 735,098	\$ 1,692,970	\$ 987,375	\$ 757,739	\$ 1,745,114	\$ 1,017,194	\$ 780,622	\$ 1,797,816
Keelewin-Patoka DSB	\$ -	\$ 145,265	\$ 145,265	\$ -	\$ 149,870	\$ 149,870	\$ -	\$ 154,486	\$ 154,486	\$ -	\$ 159,151	\$ 159,151
Lakehead DSB	\$ -	\$ 141,822	\$ 141,822	\$ -	\$ 146,318	\$ 146,318	\$ -	\$ 150,824	\$ 150,824	\$ -	\$ 155,379	\$ 155,379
Lambton Kent DSB	\$ 664,839	\$ 497,673	\$ 1,162,512	\$ 685,914	\$ 513,449	\$ 1,199,364	\$ 707,040	\$ 529,264	\$ 1,236,304	\$ 728,393	\$ 545,247	\$ 1,273,640
Leamington DSB	\$ 522,282	\$ 436,641	\$ 958,914	\$ 538,838	\$ 450,483	\$ 989,321	\$ 555,435	\$ 464,358	\$ 1,019,793	\$ 572,209	\$ 478,382	\$ 1,050,590
London District Catholic School Board	\$ 314,812	\$ 368,337	\$ 683,149	\$ 331,132	\$ 380,013	\$ 711,145	\$ 347,491	\$ 391,718	\$ 739,208	\$ 564,025	\$ 603,548	\$ 1,167,573
Near North DSB	\$ -	\$ 291,472	\$ 291,472	\$ -	\$ 300,712	\$ 300,712	\$ -	\$ 309,974	\$ 309,974	\$ -	\$ 319,335	\$ 319,335
Niagara Falls Catholic DSB	\$ 561,377	\$ 466,988	\$ 1,028,366	\$ 579,173	\$ 481,792	\$ 1,060,965	\$ 597,012	\$ 496,631	\$ 1,093,642	\$ 615,041	\$ 511,629	\$ 1,126,670
Niagara-Perry South Catholic DSB	\$ -	\$ 33,100	\$ 33,100	\$ -	\$ 34,149	\$ 34,149	\$ -	\$ 35,201	\$ 35,201	\$ -	\$ 36,264	\$ 36,264
Northeastern Catholic DSB	\$ 115,913	\$ 73,830	\$ 189,743	\$ 119,568	\$ 76,171	\$ 195,738	\$ 123,271	\$ 78,517	\$ 201,788	\$ 126,994	\$ 80,888	\$ 207,882
Northwest Catholic DSB	\$ 98,825	\$ 46,328	\$ 145,153	\$ 101,957	\$ 47,797	\$ 149,754	\$ 105,098	\$ 49,269	\$ 154,366	\$ 108,271	\$ 50,757	\$ 159,028
Ottawa Catholic DSB	\$ 989,189	\$ 1,377,906	\$ 2,367,095	\$ 1,020,546	\$ 1,401,039	\$ 2,421,586	\$ 1,051,979	\$ 1,445,370	\$ 2,497,349	\$ 1,083,749	\$ 1,475,876	\$ 2,559,625
Peel DSB	\$ -	\$ 3,042,741	\$ 3,042,741	\$ -	\$ 3,139,195	\$ 3,139,195	\$ -	\$ 3,235,883	\$ 3,235,883	\$ -	\$ 3,333,606	\$ 3,333,606
Peterborough-Vernon Catholic DSB	\$ 444,480	\$ 365,599	\$ 810,079	\$ 462,697	\$ 377,188	\$ 839,885	\$ 476,948	\$ 388,806	\$ 865,754	\$ 491,352	\$ 400,548	\$ 891,900
Rainbow DSB	\$ -	\$ 220,098	\$ 220,098	\$ -	\$ 227,075	\$ 227,075	\$ -	\$ 234,069	\$ 234,069	\$ -	\$ 241,138	\$ 241,138
Rainy River DSB	\$ -	\$ 41,231	\$ 41,231	\$ -	\$ 42,538	\$ 42,538	\$ -	\$ 43,848	\$ 43,848	\$ -	\$ 45,172	\$ 45,172
Renfrew County Catholic DSB	\$ -	\$ 60,903	\$ 60,903	\$ -	\$ 62,834	\$ 62,834	\$ -	\$ 64,769	\$ 64,769	\$ -	\$ 66,725	\$ 66,725
Renfrew County DSB	\$ -	\$ 245,517	\$ 245,517	\$ -	\$ 253,900	\$ 253,900	\$ -	\$ 261,102	\$ 261,102	\$ -	\$ 268,987	\$ 268,987
Simcoe County DSB	\$ -	\$ 587,385	\$ 587,385	\$ -	\$ 606,005	\$ 606,005	\$ -	\$ 624,670	\$ 624,670	\$ -	\$ 643,535	\$ 643,535
Simcoe Muskoka Catholic DSB	\$ -	\$ 276,448	\$ 276,448	\$ -	\$ 285,212	\$ 285,212	\$ -	\$ 293,996	\$ 293,996	\$ -	\$ 302,875	\$ 302,875
St. Clair Catholic DSB	\$ 275,165	\$ 193,444	\$ 468,609	\$ 283,888	\$ 199,577	\$ 483,465	\$ 292,632	\$ 205,723	\$ 498,355	\$ 301,469	\$ 211,936	\$ 513,406
Sudbury Catholic DSB	\$ -	\$ 80,701	\$ 80,701	\$ -	\$ 83,259	\$ 83,259	\$ -	\$ 85,823	\$ 85,823	\$ -	\$ 88,415	\$ 88,415
Thames Valley DSB	\$ 1,790,290	\$ 1,562,651	\$ 3,352,941	\$ 1,847,042	\$ 1,612,187	\$ 3,459,229	\$ 1,903,931	\$ 1,661,843	\$ 3,565,774	\$ 1,961,429	\$ 1,712,031	\$ 3,673,460
Toronto Catholic DSB	\$ 1,762,084	\$ 2,015,446	\$ 3,777,530	\$ 1,817,942	\$ 2,079,336	\$ 3,897,277	\$ 1,873,934	\$ 2,143,379	\$ 4,017,314	\$ 1,930,527	\$ 2,208,109	\$ 4,138,636
Toronto DSB	\$ 4,852,941	\$ 4,529,586	\$ 9,382,527	\$ 5,006,779	\$ 4,673,174	\$ 9,679,953	\$ 5,160,985	\$ 4,817,107	\$ 9,978,096	\$ 5,316,850	\$ 4,962,584	\$ 10,279,434
Trillium Lakeshore DSB	\$ 513,787	\$ 442,883	\$ 956,670	\$ 530,075	\$ 456,922	\$ 986,997	\$ 546,401	\$ 470,995	\$ 1,017,396	\$ 562,902	\$ 485,219	\$ 1,048,122
Upper Canada DSB	\$ 797,965	\$ 692,833	\$ 1,490,798	\$ 823,260	\$ 714,795	\$ 1,538,056	\$ 848,617	\$ 736,811	\$ 1,585,428	\$ 874,245	\$ 759,063	\$ 1,633,308
Upper Grand DSB	\$ -	\$ 339,162	\$ 339,162	\$ -	\$ 349,914	\$ 349,914	\$ -	\$ 360,691	\$ 360,691	\$ -	\$ 371,584	\$ 371,584
Waterloo Catholic DSB	\$ 519,945	\$ 197,833	\$ 717,778	\$ 536,427	\$ 204,104	\$ 740,531	\$ 552,949	\$ 210,390	\$ 763,340	\$ 569,648	\$ 216,744	\$ 786,392
Wellington Catholic DSB	\$ -	\$ 82,511	\$ 82,511	\$ -	\$ 84,610	\$ 84,610	\$ -	\$ 87,216	\$ 87,216	\$ -	\$ 89,850	\$ 89,850
Windsor-Essex Catholic DSB	\$ 543,521	\$ -	\$ 543,521	\$ 560,750	\$ -	\$ 560,750	\$ 578,022	\$ -	\$ 578,022	\$ 595,478	\$ -	\$ 595,478
York Catholic DSB	\$ 1,172,659	\$ 998,693	\$ 2,171,352	\$ 1,209,833	\$ 1,030,352	\$ 2,240,184	\$ 1,247,095	\$ 1,062,087	\$ 2,309,182	\$ 1,284,758	\$ 1,094,162	\$ 2,378,919
York Region DSB	\$ 2,653,309	\$ 2,374,453	\$ 5,027,762	\$ 2,737,418	\$ 2,441,469	\$ 5,178,888	\$ 2,821,731	\$ 2,516,666	\$ 5,338,397	\$ 2,906,947	\$ 2,592,670	\$ 5,499,617
<b>Totals</b>	<b>\$27,280,687</b>	<b>\$33,333,495</b>	<b>\$60,614,182</b>	<b>\$28,145,485</b>	<b>\$34,390,167</b>	<b>\$62,535,652</b>	<b>\$29,012,366</b>	<b>\$35,449,384</b>	<b>\$64,461,750</b>	<b>\$29,888,539</b>	<b>\$36,519,956</b>	<b>\$66,408,495</b>

Note: 2022-23 amounts already include the investment previously communicated through the 2022-23 Grants for Student Needs, released February 17, 2022.

**ARTICLE 1 - INTENT AND SCOPE**

- 1.01 It is the intent of the parties and the purpose of this Collective Agreement to maintain a harmonious relationship among the Board, the Union and the Board's Custodial Staff and to fully cooperate with each other with a view to providing the best possible custodial services.

**ARTICLE 2 – RECOGNITION**

- 2.01 In accordance with the certificate (their file number 3954-96-R) of the Ontario Labour Relations Board dated the 11<sup>th</sup> of April, 1997, the Board recognizes the Union as the bargaining agent of all Custodial Staff employed at the Simcoe Muskoka Catholic District School Board save and except Supervisor, Custodial Services and Secretary - Custodial Services, persons above the rank of Supervisor, Custodial Services and students employed during the school vacation period.
- 2.02 (a) The Board will inform the Union from time to time of the names of its elected trustees and/or of those persons whom it has designated to serve as negotiators for the purpose of renewing this Collective Agreement.
- (b) The Union may appoint or otherwise select a negotiating committee which will be composed of not more than five (5) Custodial Staff. Such committee will represent the Union in all negotiations for the renewal of this Collective Agreement. Costs for release time for all negotiations with the Board are to be covered by the Board.
- (c) All official communication between the Parties arising out of this Collective Agreement or incidental thereto will pass between the Local Secretary of the Union and the Manager of Custodial Services, with a copy to the Senior Human Resources Official or designate, unless specified differently elsewhere in this Collective Agreement.
- (d) The Recording Secretary will be copied on all correspondence sent from the Employer to a member of the Union.
- (e) The Board recognizes the right of the local unions to have the National Representative of the Canadian Union of Public Employees in attendance at any and all meetings with the Employer if so requested by either party.
- 2.03 (a) The Union will have access to reasonable space on a bulletin board at their work location for the purpose of communicating information to their members.
- (b) It is agreed between the parties that access to the Board's electronic mail system (e-mail) for union business will be restricted to the Union Executive.

- (c) Access to the Board's e-mail system for purposes of union business (notification of meetings and/or urgent Union business) will not be conducted during working hours. It is understood and agreed by the parties that this privilege will not be abused.
- (d) Union Executive will have access to e-mail through a designated work station at their school location as available.
- (e) Membership will receive information through the Board's Intranet, as posted in the electronic Custodial Staff Room.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 All Custodial Staff/employees are eligible to become members of the Union. Whether members or not, union dues will be deducted in accordance with Article 4.01.
- 3.02 The Board agrees that Custodial Staff will not in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 3.03 The Union agrees it will not discriminate against, coerce or restrain any employee because of their membership or non-membership, their activity or their lack of activity in the Union.

#### 3.04 Collective Agreement

The Board will provide, at no cost to the employee, an electronic copy of the Collective Agreement within 30 days of their start date. Any employee who wishes to print a paper copy of the Collective Agreement will be able to do so at any location at no cost to the employee. The Collective Agreement will be posted electronically on the Board's intranet and custodial staff room.

#### 3.05 Labour Management Committee

The parties agree that the establishment of a Labour-Management Committee provides mutual benefit to both the Union and the Employer in maintaining a sound communicative and cooperative relationship.

- (a) The Labour Management Committee will be comprised of five (5) members appointed by the Employer and five (5) members appointed by the Union.
- (b) Meetings of the Committee will take place during normal working hours and will be considered time worked for the Union members of the Committee.
- (c) The Committee will meet semi-annually or as mutually agreed between the parties to discuss matters of concern that are not the subject of a grievance.

For example:

- Square footage and staffing formula:
- Should there be potential changes to the square footage and/or staffing formula, such changes are to be discussed at the Labour Management Committee prior to implementation.

### 3.06 Contact Information

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers if provided), work e-mail, and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided semi-annually in an electronic spreadsheet effective January 1 and July 1 to the Recording Secretary of the Local Executive. These lists will be provided within 30 days of the effective date.

### 3.07 Potential Employees

Through the job posting process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

### 3.08 New Employees

The Union shall be copied on the hire letter provided to any new employee. The letter will include the employee's: full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), and start date.

### 3.09 Orientation

Where the Employer conducts staff orientation sessions, the Union will be provided maximum of thirty minutes at the end of such session to make a presentation about membership in the Union. The Employer will leave the room during the union presentation. The Union will provide the Employer with copies of materials used in such session and will not disparage the employer during the presentation. If necessary, the union may have an additional 30 minutes with the new employees at no cost to the Employer.

### 3.10 Union Business Leave

Upon written request received at least one (1) week in advance, leave of absence without loss of pay and benefits and without loss of seniority will be granted to an employee selected to attend to business of the Union. The Union shall reimburse the Employer for receipt of such pay. There may be requests that are given with short notice due to unforeseen circumstances.

## **ARTICLE 4 - DEDUCTION OF UNION DUES**

4.01 During the term of this Agreement, the Employer agrees to deduct regular monthly Union dues and any initiations fees, as certified by the Union to be currently in effect according to the by-laws of the Union, from the wages of Union members. The Employer shall remit the amount so deducted to the local Union Treasurer of the Canadian Union of Public Employees not later than the 15<sup>th</sup> day of the month following the months such deductions were made. The Union will save the Board harmless in respect of any deductions or remittances made pursuant to the Article.

4.02 The Union will indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions required by the Union.

4.03 The Employer will list the dues deducted on the custodian's T-4 slip for income tax purposes.

#### **ARTICLE 5 - NO STRIKE OR LOCKOUT**

5.01 The parties agree that there will be no strike or lockout during the term of this Collective Agreement. The terms "strike" and "lockout" will have the meaning as defined in the Labour Relations Act.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union recognizes that all rights heretofore exercised by the Board are reserved to and vested exclusively in the Board unless specifically limited by this agreement without restricting the generality of the foregoing.

6.02 The Union recognizes that the Board has the right, duty and responsibility to provide, operate and manage the schools under its jurisdiction in accordance with the Education Act, the prescribed Regulations thereunder, and all other applicable statutes.

6.03 The Union recognizes that the Board has all the rights and privileges enjoyed by the Roman Catholic Separate Schools as granted under the Constitution Act, 1867.

6.04 Nothing in this Collective Agreement will be construed to adversely affect the denominational rights or privileges of the Board or of its supporters enjoyed under the Constitution Act, 1867, the Education Act and the Charter of Rights and Freedoms.

6.05 Permanent Custodial Staff positions will be approved by the Board.

#### **ARTICLE 7 – GRIEVANCE PROCEDURE**

7.01 The employer will recognize three (3) Stewards. The Union will inform the Board of the names of its Stewards upon election. New lists will be forwarded to the Board regarding any changes.

7.02 The privilege of Stewards of the Grievance Committee and employees to leave their work without loss of basic pay to attend Union business is granted on the following conditions:

(a) Custodial Staff having grievances cannot discuss these with the Stewards or Grievance Committee members in working hours, except in the case of a discharged/disciplined employee or during a properly constituted break.

(b) The time will be devoted to the prompt handling of necessary grievance investigation.

- (c) The Stewards and members of the Grievance Committee concerned will obtain permission from the Manager of Custodial Services or designate before leaving their work to investigate or present the grievance. Such permission will not be unreasonably withheld.
  - (d) The time away from work will be reported to the Manager of Custodial Services or designate so that a proper record of same may be kept.
- 7.03 (a) A “grievance” will be defined as any difference arising from the interpretation, application, administration, or alleged violation of this agreement.
- (b) “A “party” will be defined as either the Union or the Employer.”
  - (c) “Days” will mean regular work days unless otherwise indicated
  - (d) A grievance will include:
    - i) a description of how the alleged dispute is in violation of the Collective Agreement; and
    - ii) a description of when the alleged violation took place; and
    - iii) the clauses in the Collective Agreement alleged to be violated; and
    - iv) the relief sought (remedy);
    - v) the signature of the duly authorized official of the local Union and Employee.

7.04 An employee, with the concurrence of the Union, may initiate a complaint within ten (10) days after the employee or Union becomes aware of the circumstances, or could reasonably be expected to become aware of the circumstances giving rise to the grievance, with immediate supervisor, Manager of Custodial Services, who will answer the complaint within five (5) days after receipt of the complaint.

7.05 Grievance Procedure – Individual

In the case of a grievance by the Union on behalf of one of its members, the following steps will be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

If the reply of the immediate supervisor to the complaint as cited in 7.04, is not acceptable to the Union, within ten (10) days the Union may initiate a written grievance through the Manager of Custodial Services to the appropriate Board representative. The Board Representative will meet with the Union within ten (10) days. The Board representative will answer the grievance to the Union, in writing within five (5) days of such meeting.

Step 2

If the reply as issued at Step 1 is not acceptable to the Union, the Union may make a written request within five (5) days to the Senior Human Resources Official or designate with a copy to the Manager of Custodial Services who will meet with the Union within ten (10) days of receipt of the grievance. The Senior Human Resources Official or designate will answer the grievance to the Union, in writing, within five (5) days of such meeting.

### Step 3

If the reply of the Senior Human Resources Official or designate is unacceptable to the Union, the Union may then apply for arbitration within twenty (20) days of receipt of the reply.

#### 7.06 Grievance Procedure-Policy or Party

In the case of all other grievances by a party or of a policy, (including those on behalf of a group of Custodial Staff, an individual member, a retired or deceased member, when it pertains to language that was in the collective agreement in effect at the time of their employment), the party making the grievance may take the following steps in sequence to resolve the matter.

### Step 2

If the reply of the President of the Union or the Senior Human Resources Official or designate, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

#### 7.07 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties will agree on the individual to be the mediator and the time frame in which a resolution is to be reached. If there are any direct costs related to mediation they will be shared equally between the parties.

The time lines outlined in the grievance procedure will be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party indicating that the grievance mediation is terminated, the time lines in the grievance procedure will continue from the point at which they were frozen.

#### 7.08 Discharge, Suspension and Discipline Cases

Any permanent Lead Custodian, Custodian or Supply Custodian who is discharged from employment with the Board, or suspended with or without pay will, for the purpose of this article, become an automatic grievance at Step 2 of the grievance procedure. Any investigation into a reported or observed issue that may result in discharge, suspension or discipline will be initiated by the Employer within a reasonable period of time upon gaining knowledge of the issue. The Employer will keep the Union updated during the investigation process. The investigation shall be concluded within a reasonable period.

## **ARTICLE 8 – ARBITRATION**

### 8.01 Arbitration

If a grievance, including a policy grievance, is not satisfactorily settled pursuant to the provisions of Article 7, either party may, within twenty (20) days of receipt of the answer given in Step 3, Section

7.05 or of the decision given under Step 2, Section 7.06 hereof, notify the other party in writing, of its desire to submit the grievance to arbitration. The notice will contain the name and address of that party's appointee to the arbitration board. The party receiving the notice will, within five (5) days inform the other party of its appointee to the arbitration board. The two appointees will within five (5) days or such longer time as they may agree upon, appoint a third person who will be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limit, either the Union or the Board may request the appointment of a chair by the Minister of Labour. Notwithstanding the provisions set out above respecting a Board of Arbitration, if the Employer and the Union mutually agree in writing that a particular grievance might be arbitrated by a single arbitrator, and if the Employer and the Union can agree on the selection of a single arbitrator in writing, then the grievance may be heard by such single arbitrator instead of a three (3) person Board of Arbitration.

- 8.02 The arbitration board will hear and determine the grievance, including any question as to whether a matter is arbitrable and will issue a decision.
- 8.03 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs.
- 8.04 The Board of Arbitration will not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 8.05 Each party will bear the fees and/or expenses of its appointee to the arbitration board; and any fees and/or expenses of the chair will be borne equally by the parties.
- 8.06 There will be no reprisals of any kind taken against any Custodial Staff or Employer designate because of participation in the grievance or arbitration procedure under this agreement.
- 8.07 Should the investigation or processing of a grievance/arbitration require that an involved employee or Union representative be released from regular duties upon approval from the Manager of Custodial Services, the employee will be released without loss of salary or benefits. Such approval will not be unreasonably withheld.

#### **ARTICLE 9 - SENIORITY**

- 9.01 For the purposes of this Article, "seniority" is defined as the length of continuous service since the most recent date of hire by the Simcoe Muskoka Catholic District School Board or a predecessor Board. (A "predecessor Board" is defined as a Board which was amalgamated to form part of the Simcoe Muskoka Catholic District School Board.)
- 9.02 Seniority will be established for all full-time and part-time permanent Custodial Staff after serving a probationary period of three (3) continuous months.
- 9.03 The Board will provide an up-to-date seniority list to each employee and a service list for each supply custodian twice a year, by February 15th and by September 15th of each year, indicating seniority to February 1<sup>st</sup> and September 1st of that year. Such seniority list will also be provided to the Local

Recording Secretary. Any questions regarding the accuracy of the seniority list must be submitted, in writing, to Human Resources, with a copy to the Manager of Custodial Services and Local Recording Secretary, within twenty (20) working days. The seniority list will be determined to be correct as published unless the accuracy is questioned within twenty (20) working days. A service list for each supply custodian will be generated when permanent positions are posted to identify supply custodians with the most hours paid to date.

The Board will provide an up-to-date seniority list to the Local Recording Secretary when such lists are required for staffing adjustments.

9.04 Seniority status, once acquired, will be lost only due to the following:

- (a) Resignation
- (b) Dismissal
- (c) Retirement
- (d) Lay off of twenty-four (24) consecutive months
- (e) Failure to indicate within three (3) working days of being notified of a recall from a lay off a willingness to return to work in a reasonable time.
- (f) Failure to comply with the terms of a leave of absence.
- (g) Absence without permission or notification acceptable to the Board.

Once an Employee has lost seniority as defined in Article 9.04 his or her employment with the Board will be considered terminated.

9.05 If any Employee of the Board who is not covered by this Agreement is the successful applicant to a position covered by this Agreement then their seniority will commence as of the date of transfer to the Union.

9.06 Permanent Custodial Staff absent due to proven illness or accident will continue to accumulate seniority only for the first twenty-four (24) months of such illness or accident or until the employee's sick leave credits are exhausted, whichever is greater.

9.07 In the event that a employee is promoted outside of the Union such employees will maintain their seniority status for a period not to exceed one (1) year. Such employees will continue to pay union dues during this leave. Employees who surpass the one (1) year period will lose all seniority. However, they may be rehired at day one status.

9.08 When multiple permanent jobs are being filled on the same date and multiple supply custodians have applied, supply custodians will be ranked in order of "hours worked" up to the most recent pay period as at the close of the posting to determine their seniority.

#### **ARTICLE 10 - LAYOFF AND RECALL**

10.01 In the event of a reduction in staff, a lay-off will be according to seniority on the seniority list. Probationary employees and those with the least seniority will be laid off first.

It is understood between the parties that in the event of a layoff, Supply Custodians will not be called in to cover for these absences or vacancies.

10.02 Any Employee will have the right to refuse any position due to travel requirements beyond forty (40) kilometers without forfeiting seniority rights.

10.03 Employees who are laid off will continue to accumulate seniority for up to twenty-four (24) months while on lay off.

10.04 An employee laid off will be given the opportunity of bumping, in order of seniority, any employee with less seniority in the following order:

- (a) any employee with less seniority in the same classification for which the employee is qualified to perform the duties of the job, if there is no less senior employee, then
- (b) any employee with less seniority in the next lowest classification for which the employee is qualified to perform the duties of the job
- (c) if the employee does not bump, then the employee will be laid off.

10.05 The Employee will make their decision to bump, and to which position, or to be laid off, within five (5) working days of receipt of notice of layoff. Such decision will be made in writing to the Manager of Custodial Services with a copy to Human Resources.

10.06 An employee who bumps into a position with less pay will have their pay level red circled until the pay they would earn in the new position catches up or exceeds that at which they were red circled.

10.07 (a) Where an employee has decided to accept a reduction in hours to remain at their work location, any increase in hours within twenty-four (24) months at that location will be offered to that employee up to their original hours prior to posting any remaining hours.

(b) Employees who have changed positions under this article will have the right of reinstatement to a position, if such becomes available within twenty four (24) months of accepting the new position. The employee will be reinstated at the salary step that would have been attained had there been no change in positions.

10.08 An Employee who is given notice of layoff may, in writing, waive the right of recall and receive a severance allowance equal to two (2) weeks salary for each year of service. The Board will have no further obligation to an employee who elects to receive a severance allowance and they will be considered terminated from employment with the Board.

#### **ARTICLE 11 - RECALL PROCEDURE**

11.01 An employee on lay off and maintaining the right of recall will be entitled to recall in order of greatest seniority with the bargaining unit, provided the individuals have the skills and qualifications to fill the position for which they are recalled.

11.02 No new employee will be hired without first offering positions to those who are on lay-off, provided they are qualified and capable of performing the work for the available position(s).

- 11.03 An employee who accepts a position in accordance with this article will be reinstated as though there had been no interruption in service with full rights and benefits commencing on the date of reinstatement unless specifically modified by this agreement.
- 11.04 All employees eligible for recall will file with the Employer and the Union their most recent address and telephone number.
- 11.05 The Employer will send notice of recall to the eligible employee(s) on lay-off by registered mail.
- 11.06 If an employee is recalled to a permanent position from layoff within twenty-four (24) months of the date of layoff, the employee's seniority and sick leave will be reinstated as if there was no interruption in service.

## **ARTICLE 12 - CLASSIFICATION OF CUSTODIAL STAFF**

- 12.01 Custodial staff employed by the Board will be classified as follows:
- (a) Lead Custodian
  - (b) Acting Lead Custodian
  - (c) Custodian
  - (d) Supply Custodian
- 12.02 Custodial staff as outlined in Article 12.01, are employed on a continuing basis and may be either full-time or part-time.
- (a) Definition of a full-time Employee:  
A full-time Employee is a permanent Employee who works forty (40) hours per week, Monday to Friday.
  - (b) Definition of a part-time Employee:  
A part-time Employee is a permanent Employee who works less than forty (40) hours per week, Monday to Friday.
  - (c) Supply Custodians can be called in to cover absences/vacancies as per Article 13. and in accordance with Article 14.03 a) (vi). Supply Custodians will be paid in accordance with Schedule 'A' as found in this Collective Agreement.
  - (d) Time served by Supply Custodians will be taken into consideration for purposes of Article 13 only.
  - (e) Unless on an approved leave, Supply Custodians must maintain a minimum of 250 hrs worked between September 1<sup>st</sup> and August 31<sup>st</sup> to stay on the Supply list, extenuating circumstances will be considered.  
  
Supply Custodians who have not worked any hours between September 1<sup>st</sup> and August 31<sup>st</sup> of any year and are not on an approved leave shall be removed from the Supply Custodian List.
  - (f) Custodial Staff will be allowed to hold more than one (1) position within the Bargaining Unit providing the Employee does not exceed forty (40) hours per week and eight (8) hours per day.

- (g) If required, it is permissible for Custodial Staff to work more than 2 locations provided they do not exceed the regular afternoon shift time frame 2 p.m. to 12 a.m. and stay within that work window (which would include all travel time and lunch).

### **ARTICLE 13 - JOB POSTINGS**

- 13.01 The Board recognizes the principle of seniority within the classification for the purposes of job postings in the Board. The Board will fill jobs within the classification on that basis. The Board further recognizes that all internal candidates will be considered prior to any external applicants being hired for any postings within the Board. The Union will be notified prior to any external postings for permanent Custodial Staff positions.
- 13.02 Posting of positions:
- (a) All permanent vacancies that are new or open will be posted as internal, on the Board's intranet.
  - (b) As outlined in Article 13.01, all current internal applicants who have applied for the position will be considered and a selection decision will be made prior to considering external applicants.
  - (c) Vacancies can be posted internally and externally at the same time if needed. The Union will be notified prior to any external postings.
  - (d)
    - (i) The Board will post all vacancies within seven (7) working days of the position becoming vacant. Once the posting closes, the successful candidate will be notified within seven (7) working days, days when possible. When it is not possible, the Union will be notified. Custodial staff must respond to voicemail or e-mail messages from Human Resources regarding the filling of vacancies as soon as possible, and no later than 24 hours after the message has been left by Human Resources. If an applicant will be unavailable for contact at the time the posting closes, they must contact Human Resources, via e-mail, at the time of applying to the posting, and indicate their preference(s) in the event that they are the most senior applicant to any posting(s).
    - (ii) The most senior applicant to a full eight (8) hour position must accept the full eight (8) hour position.
    - (iii) If the successful applicant with the highest seniority has less than eight (8) hours at that location, the applicant will be topped up to a maximum of eight (8) hours and the remaining time will be reposted as a new position.

13.03 Lead Custodian Position Vacancies:

- (a) Permanent Lead Custodian position vacancies that are new or open will be posted on the Board's website and e-mail system.
- (b) In filling Lead Custodian vacancies where no other Lead Custodian has applied the Board agrees to fill the position from the Lead Custodial pool as outlined in Article 13.07 of this Agreement. In the event that no qualified Leads are available from the pool, the following process will apply.

In filling all Lead Custodian vacancies under this Agreement, the Board will base its decision on the applicant's skills, qualifications and ability to perform the duties of the position. When these factors are equal, seniority will be the deciding factor.

- (c) All postings will include the following information: position title, a summarized description of the duties and responsibilities, the skills, qualifications, and ability requirements for the position, position status (temporary or permanent), wage range, expected start date, location of position, hours of work, closing date for acceptance of applications, where applications are to be sent.
- (d) Custodial Staff who are members of the Bargaining Unit, and have applied for the Lead Custodian vacancy, will be given first consideration, for filling the position in the following order:
  - (i) by seniority to eligible Lead Custodians who have applied for the Lead Custodian vacancy and have completed their probationary period; then,
  - (ii) if there are no eligible permanent Lead custodian applicants, then to eligible applicants from the Lead Custodial pool; then,
  - (iii) if there are no eligible applicants from the Lead Custodial pool, then to skilled and qualified permanent custodian applicants who have applied for the Lead Custodian vacancy and have completed their probationary period; then,
  - (iv) if there are no skilled and qualified custodian applicants then to skilled and qualified supply custodian applicants who have applied for the Lead Custodial position; then,
  - (v) if there are no skilled and qualified supply custodian applicants then to skilled and qualified applicants from outside the Bargaining Unit.
- (e) Custodians who accept a permanent part-time Lead Custodian position (less than eight (8) hours) may abandon their position if they apply for and accept a Lead Custodian position that provides the opportunity to increase their hours at any time or is closer to home.
- (f) Custodians who accept a permanent, full-time Lead Custodian position must remain in the position for a full six (6) month period which includes the probationary period unless a position becomes available closer to home.
- (g) All Custodians promoted to a higher paying position will be placed on the Lead Custodian grid at the next step so as to afford an increase over their current rate, calculated from the date of the appointment. It is expressly understood by both parties, that during a trial period of three (3) months, a Custodian will be deemed to be employed on a trial basis and may be returned to their previous position at any time at the discretion of the Board or the Custodian.

**13.04 Temporary Lead Custodian Position Vacancies:**

- (a) Temporary lead custodian position vacancies (less than or equal to thirty (30) working days) including those that may be less than eight (8) hours per day (part-time). These temporary lead custodian position vacancies that provide additional available hours will be filled in the following order:
  - (i) by a custodian at the school location in order of seniority who is located at the work site/school location where the temporary lead custodian position vacancy exists to a maximum of eight (8) hours per day; then
  - (ii) if no custodian accepts the temporary lead custodian position vacancy, then it will be filled by a custodian from the lead pool; then
  - (iii) if no custodian from the lead pool accepts the temporary lead custodian position vacancy, then it will be filled by a custodian from the acting lead custodian list; then
  - (iv) if no custodian from the acting lead custodian list accepts the temporary lead custodian position vacancy, then it will be filled by a permanent part time custodian from the permanent part time list; then offered to a supply custodian;
- (b) Temporary lead custodian vacancies (more than thirty (30) working days or expected to be more than thirty (30) days) including those that may be less than eight (8) hours per day (part-time). These temporary vacancies that provide additional available hours will be posted and filled in accordance with item 13.03, 13.04 & 13.07.

**13.05 Custodian Position Vacancies:**

- (a) Job postings for permanent custodian positions will be posted on the Board's website and via the Board's e-mail system or externally as required.
- (b) All postings will include the following information: position title, a summarized description of the duties and responsibilities, the skills, qualifications, and ability requirements for the position, position status (temporary or permanent), wage range, expected start date, location of position, hours of work, closing date for acceptance of applications, where applications are to be sent.
- (c) In filling of custodian positions under this agreement for applicants wanting to move to a higher classification, the Board will base its decision and appointment will be made of the applicant who meets the requirements as noted in the job posting and with the greatest seniority.
- (d) Custodial Staff of the Bargaining Unit, who have applied for the custodian vacancy, will be given first consideration, for filling the position in the following order:
  - (i) to most senior permanent custodians who have applied; then
  - (ii) if there are no permanent custodian applicants, then to skilled and qualified (including hours of service) supply custodian applicants who have applied for the custodian vacancy; then
  - (iii) if there are no skilled and qualified supply custodian applicants then to applicants from outside the Bargaining Unit.

- (iv) Custodial Staff who have not completed mandatory on-line training must complete this training prior to the close of the posting in order to be considered for the vacancy.
- (e) Custodians who accept a permanent, full-time or part-time Custodian position must remain in the position for a full six (6) month period which includes the probationary period unless a position becomes available closer to home, a mid-shift position, or Lead Custodian position.

13.06 Temporary Custodian Vacancies:

- (a) Temporary custodian vacancies (less than or equal to thirty (30) working days) that may be less than eight (8) hours per day (part-time). These temporary vacancies that provide additional available hours will be filled in the following order:
  - (i) to eligible permanent part-time custodians who are located at the work site where the temporary part time custodian vacancy exists to a maximum of eight (8) hours per day; then
  - (ii) to eligible permanent part time custodians on a seniority basis to a maximum of eight (8) hours per day; then
  - (iii) to eligible supply custodians in good standing via the automated call-out system if applicable.
  - (iv) When the above options have been exhausted for the replacement on a daily basis:

The basis of offering all overtime is based on seniority.

The order of offering overtime each and every time it becomes available at a school location will follow as such:

- Offered to Permanent Custodial Staff at the school location (rotation of offering continues from where left off the last time and goes through the full rotation of Permanent staff at the school location before moving onto the next step).
- Offered to any Permanent part-time staff in a Temporary Position at the school.
- Offered to any Permanent part-time staff that are filling in on a day to day basis at the school.
- Permanent Custodians on the Overtime Call Out List.
- Offered to any Supply staff in a Temporary Position at the school. If there is more than one Supply Custodian in a Temporary Position, time will be split between them.
- Offered to any Supply staff that are filling in on a day to day basis at the school. If there is more than one day to day Supply Custodian, time will be split between them.

- (b) Temporary custodian vacancies (more than thirty (30) working days) that may be eight (8) hours or less will be posted. Custodian employees, who are custodians of the Bargaining Unit, and have applied for the temporary custodian vacancy, will be given first consideration, for filling the position in the following order:
  - (i) to a permanent custodian at that work location in order of seniority;
  - (ii) to eligible permanent part-time custodians who have applied for the position and have completed their probationary period; then,
  - (iii) if there are no eligible permanent custodian applicants, then, to skilled and qualified supply custodian applicants who have applied for the temporary vacancy; then
  - (iv) if there are no skilled and qualified supply custodian applicants, then, to applicants from outside the Bargaining Unit.
- (c) Permanent part-time custodians applying for additional hours cannot abandon their permanent part time hours in order to accept additional temporary hours but may top up to a maximum of eight (8) hours per day. It is permissible to abandon part time hours to accept Midshift or Lead positions.

#### 13.07 Lead Custodial Pool

- (a) At a minimum, three times per year, the Board will post internally the opportunity for permanent custodians to apply for placement in the Lead Custodial Pool.

Interested candidates will submit a resume which outlines their qualifications pertaining to this position, including Acting Lead experience and any additional qualifications, experience and training that may be applicable to the position.

Only candidates meeting the prerequisite qualifications as listed on the posting will be considered for interview for placement into the Lead Custodian Pool.

- (b) The Board may, prior to interviewing, provide specified training and opportunities and candidates will be tested and accredited. Only qualified employees will be interviewed for the Lead Custodian Pool. It is expected that potential candidates should show initiative by undertaking courses to enhance their qualifications.
- (c) The selection process will include:
  - (i) Written test from the Custodial Operating Procedures Manual
  - (ii) Interview by Board team including one Union observer
  - (iii) Board reference checks
  - (iv) Successful candidates will be ranked by seniority and placed on a qualified lead custodial list.
- (d) Once placed on the Lead Custodian Pool list, custodians may apply for vacant Lead Custodian positions in accordance with Article 13.03 and 13.04.

13.08 All permanent Custodian positions will be assigned to a location which will be deemed the normal workplace for the purposes of this agreement or Board Policy.

#### ARTICLE 14 – HOURS OF WORK, PREMIUMS AND OVERTIME

##### 14.01 (a) Hours of Work:

- (i) In general, the regular hours of work for permanent employees will be scheduled Monday to Friday between the hours of 6:30 a.m. and 4:00 p.m. for day shifts, 10:00 a.m. to 9:30 p.m. for mid-shifts; and 2:00 p.m. and 12:00 a.m. for afternoon shifts. These hours of work are scheduled by the Custodial Services department for each work location.

Daily hours of work for a permanent full-time employee will be eight (8) hours per day Monday to Friday, excluding a minimum of a one-half hour uninterrupted unpaid lunch break.

The parties (Lead Custodian, School and Manager of Custodial Services or designate) agree that schools will require flexibility in terms of scheduling beyond the regular work schedule. If there is a mutually agreed upon scheduling change, all parties must be informed prior to implementation of the change.

- (ii) The mid shift schedule is in effect at all secondary schools as well as any elementary school greater than or equal to 55,000 square feet. An identified need for a mid-shift at any elementary school less than 55,000 sq. ft. will be reviewed by management and the Union based on the needs of the school.
- (iii) Should a school in excess of 55,000 total sq. ft. (including portables) without a mid-shift wish to introduce a mid-shift to their school location, all custodial staff at the school will be consulted and achieve a consensus amongst themselves in support of a mid-shift. The custodial staff will bring their decision to the Manager of Custodial Services for final approval and a plan for implementation.
- (iv) The parties agree that certain schools will require flexibility in terms of scheduling beyond the regular work schedule. The work schedules at elementary schools that have a split shift (ie; a break of more than one (1) hour between blocks of scheduled work time) will be grandfathered for the life of this collective agreement. The parties agree that additional hours does not constitute a split shift.

##### (b) Shift Premium:

All Custodians working shifts receive a premium per hour for all work performed after 3:15 p.m. as follows:

1 Sep 22      \$0.44

(c) Higher Paid Position:

Any individual requested to carry out the duties of a higher paid position for three (3) days will receive the rate of pay for that position for all time in that position.

(d) Probation:

All Custodial Staff will be considered probationary employees and paid the probationary rate for a period of three (3) months calculated from the date of hire. It is expressly understood by both parties that during the probationary period, a Custodian will be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Board. The probationary period may be extended at the sole discretion of the Board to ensure three (3) months of actual on the job supervision. No decision will be made in an arbitrary manner.

14.02 (a) Permanent Custodial Staff requested by the Board to relieve in a location other than their normal workplace, will receive mileage allowance according to Board Policy, should the distance to the other location exceed that from the employee's residence to their normal workplace.

(b) Employees who are required to work more than one school location will be allowed paid travel time and their break periods in addition to the mileage. Custodial Staff will not be required to work more than two locations. If required, it is permissible for Custodial staff to work more than 2 locations provided they do not exceed the regular afternoon shift time frame 2 p.m. to 12 a.m. and stay within that work window (which would include all travel time, lunch).

14.03 (a) Overtime for Custodial Staff

(i) All time worked beyond an eight (8) hour day and forty (40) hours per week, will be considered as overtime and paid at the rate of time and one half the employee's regular hourly rate of pay.

(ii) Time worked on a Sunday will be paid at a rate of time and one half the employee's regular hourly rate of pay.

(iii) Overtime must be approved, in advance by the Manager of Custodial Services or designate except as follows: a late reported absence, a sudden departure during a shift, or an unfilled job in ARCS except for absences due to illness in July or August as outlined in LOU #4.

(iv) Hours worked beyond eight (8) hours in a day and/or forty (40) in a week to make up time for Board and Union approved closure related to holiday periods will not be considered as overtime hours and will be paid for at their regular hourly rate.

(v) All overtime at a location will be offered to Custodial Staff as follows:

The basis of offering all overtime is based on seniority.

The order of offering overtime each and every time it becomes available at a school location will follow as such:

- Offered to Permanent Custodial staff at the school location (rotation of offering continues from where left off the last time and goes through the full rotation of Permanent staff at the school location before moving onto the next step).
- Offered to any Permanent part-time staff in a Temporary Position at the school.
- Offered to any Permanent part-time staff that are filling in on a day-to-day basis at the school.
- Permanent Custodians on the Overtime Call Out List.
- Offered to any Supply staff in a Temporary Position at the school. If there is more than one Supply Custodian in a Temporary Position, time will be split between them.
- Offered to any Supply staff that are filling in on a day-to-day basis at the school. If there is more than one day to day Supply Custodian, time will be split between them.

(vi) In the event that a Use of Schools permit (Internal) is issued for a time when Custodial Staff is not scheduled to be at work, these additional hours shall be first offered to Permanent part time staff at the school location to top up to eight (8) hours per day or forty (40) hours per week. Any remaining hours or External Use of School Permits will be offered in accordance with 14.03 (a) (v) above.

**(b) Minimum Call Time**

Custodial Staff called in and required to work outside their regular working hours will be paid for a minimum of three (3) hours at applicable overtime rates.

**(c) Overtime Compensation**

Compensation for overtime will be banked as time off in lieu unless otherwise requested. Time in lieu will be at the request of the employee, and at the discretion of the Manager of Custodial Services or designate. The time off will be taken at a mutually agreeable time. Time in lieu will not accumulate past August 31, any time in lieu outstanding as at August 31 will be paid out.

**ARTICLE 15 - VACATIONS WITH PAY**

**15.01 Vacations with pay will be granted in accordance with the following:**

- (a) Calculations of pay will be based on the fiscal year.**
- (b) The fiscal year will be from September 1<sup>st</sup> to August 31<sup>st</sup>.**
- (c) Permanent Custodial Staff with less than one (1) year of service prior to summer shutdown of any year will receive vacation pay of 4% of earnings from date of permanent hire on the first pay of shutdown.**
- (d) Vacation accrual for all permanent Custodial Staff will be recorded on each pay stub in number of hours accrued.**

**15.02 (a) Permanent Custodial Staff who have more than one (1) year of service by August 31<sup>st</sup> of any year will receive vacation as defined below:**

<b>Service as of August 31<sup>st</sup></b>	<b>Weeks of Vacation with Pay</b>
<b>1 year</b>	<b>2 weeks</b>
<b>2 years</b>	<b>3 weeks</b>

**Permanent Custodial Staff with three years continuous service will receive one (1) additional day of vacation with pay at their current hourly rate in addition to the vacation entitlement outlined in 15.02(a) above. This day will be granted annually and will continue to accumulate to a maximum of twenty-five (25) days.**

**Employees with twenty-five (25) years continuous service will receive one (1) additional week of vacation with pay at their current salary schedule in addition to the vacation entitlement as noted above. Employees may choose to take this additional week as vacation or as a cash payment in lieu of vacation time as mutually agreed between the parties.**

- (b) Vacations will be scheduled during the months of July and August shut down each year. Permanent Custodial Staff will notify the Manager of Custodial Services of their desired vacation by May 1st of each year. Up to one (1) week of vacation may be taken in other months with the approval of the Manager of Custodial Services, a further one (1) week may be scheduled during non-instructional days during the school year providing that notice is given at least one (1) month in advance. When an employee has submitted their retirement notice, any unused vacation time may be used as time off during their last days of employment. These days must be requested at the time the retirement notice is submitted and used consecutively and include the last day of employment. Such approval will not be unreasonably withheld.**

**For the Custodial summer shutdown, during the months of July and August, the Payroll Department will be facilitating the process of applying Custodial Staff's vacation time to the shutdown period accordingly. Custodial staff will not have to enter their vacation time into ARC's for the shutdown period. For Custodial Staff who will not have enough vacation time accrued to cover the shutdown period, Payroll will apply banked lieu time to make up for the shortfall where possible. If Custodial staff do not want their banked lieu time to be applied to their short fall, they will need to contact the payroll department in advance to let them know NOT to apply their lieu time to their short fall. If there is no vacation or lieu time banked the**

shutdown period will be unpaid. A message will go out to Custodial Staff from management in June to reflect this.

- (c) Employees who are hospitalized subject to medical verification, while on scheduled vacation, will have those days credited to their remaining vacation entitlement. Deductions will be made from the appropriate provisions of this Agreement.

15.03 Permanent Custodial Staff are entitled to one (1) Float Day per year in addition to the regular vacation entitlement. The Float Day is to be used in the fiscal year (September 1 to August 31) for which it is given. Application for leave will be made to the Manager of Custodial Services.

15.04 Holidays

- (a) For purposes of this collective agreement, the Board recognizes the following paid statutory holidays:

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

- (b) Eligibility for holiday pay under this Article will be determined in accordance with the Employment Standards Act.

- (c) All Permanent Custodial Staff are entitled to the following Board Holiday with pay on a pro rated basis, as long as it is a school holiday:

Easter Monday  
Christmas Eve Day

Changes in shifts or overtime to ensure that schools will be clean and ready for operation will be undertaken at the discretion of the Manager of Custodial Services or designate.

## ARTICLE 16 - BENEFITS

16.01 For the purpose of this Article, eligible Custodial Staff are defined as Permanent Custodial Staff.

16.02 The Board will participate in the Ontario Municipal Employees Retirement System for all eligible employees.

16.03 Long Term Disability

Conditions of this benefit are as follows:

- (a) The Board will administer the Plan.

- (b) The premium costs are to be the sole responsibility of the employee.
- 16.04 The remaining portions and/or full cost of the premiums as the case may be, of the plans listed in Articles 16.04 and 16.05 will be paid by the employee by means of equal payroll deduction.
- 16.05 Coverage in the plans listed in Appendix B and Article 16.03 are available to employees on approved leave of absence, but the full premiums become the responsibility of the employee for the duration of the leave of absence. Arrangements for such coverage must be made at least six (6) weeks prior to commencement of leave.
- 16.06 (a) Permanent employees (working twenty-five (25) hours per week or more) must wear uniforms (as per the approved work clothing list) appropriately at all times. Uniforms must be kept in a clean and tidy condition.
- (b) Permanent employees will receive a uniform and safety footwear voucher (in an annual amount of \$310, plus applicable taxes) by September 30<sup>th</sup> of each year or when a permanent employee reaches the twenty-five (25) hour per week threshold. Such uniform voucher will allow employees to select work wear from a range of approved work clothing and safety footwear.
- The determination of the annual voucher is based on the purchase value of three shirts, two pants, one pair of shorts, safety shoes and the value of the voucher will be amended from year to year as may be required.
- (c) The allowance will be adjusted during the year that a winter or spring jacket purchase must be made (once every three (3) years).
- (d) Raincoats will be supplied to each school according to the following:
- (i) in each school, one (1) raincoat
  - (ii) in a school with more than one custodian, two (2) raincoats
  - (iii) raincoats to be replaced as needed
- (e) All Custodial Staff must wear safety footwear at all times.
- (f) Employees with existing medical conditions/limitations to wearing safety footwear and who have provided a medical certificate to support such conditions/limitations will be accommodated accordingly and will be reviewed as needed.
- 16.07 Cumulative Sick Leave Plan – “Historical Clause for Reference Purposes Only” Text is Shaded in grey.
- (a) Each full-time Custodian, working forty (40) hours per week will be allowed two (2) days sick leave per month with pay to a maximum of twenty-four (24) days per year. Each part-time Custodian will have sick days prorated to coincide with the percentage to full-time employment.
- (b) Each Custodian will have 100% of unused annual sick leave transferred to his/her credit until a maximum of two hundred and sixty (260) days has been reached.

- (c) If because of absence the cumulative sick leave credit has been reduced, it will be built up again in subsequent years.
- (d) The Board will maintain a sick leave register and a statement of accumulated sick Leave credits will be issued to each Custodian in January.
- (e) All Custodial absences must be entered and recorded in ARCS by the Lead Custodian as early as possible. Custodians will report their absences to the Lead Custodian no later than 7:00 am on the day of the absence, or three (3) hours prior to the shift start up. Lead Custodian and Custodian vacancies will be filled as per Article 13.02, 13.03, 13.04, 13.05, 13.06 of the Collective Agreement.
- (f) The Board, in writing, may require a Custodian to submit a certificate from a qualified medical or dental practitioner at Board expense to justify an absence, due to illness if, in the opinion of the Manager of Custodial Services, such action is necessary. Any abuse of the sick leave plan will be brought to the attention of Human Resources by the Manager of Custodial Services.
- (g) After three (3) days or more of absence, the Manager of Custodial Services or designate, will be notified the day prior to returning to work, during normal working hours. Failure to give notice will result in the Custodian being sent home without pay.

#### 16.08 Leave of Absence

All Custodial requests for leaves must be submitted via ARCS and pre-approved by their Supervisor or designate prior to taking their leave.

Prior approval must be granted to the employee before any absence from work can be taken. If prior approval is not granted, the absence will be designated as an unauthorized leave of absence from work and will be dealt with accordingly, except in cases of emergency.

- (a) Leave of Absence without loss of pay or deduction from cumulative sick leave will be granted as follows:
  - (i) Up to five (5) consecutive working days for the death of a spouse, parent, child, brother, or sister, immediate in-laws, grandchild. Up to one (1) day of the entitlement can be saved to attend interment if not within the bereavement period.
  - (ii) One (1) day in the event of serious illness of any of those mentioned in #1.
  - (iii) Up to three (3) consecutive working days for the death of grandparent.
  - (iv) Up to two (2) days when the employee's child is born or if the employee has adopted a child. Such days will be taken within the first two weeks of birth or adoption.
  - (v) One day to attend the funeral, celebration of life or interment of a relative or friend not mentioned in #1 or #3 above.

- (vi) **One (1) day (ie. one work shift) per calendar year, per person outlined below, when the custodian attends the High School or Post-Secondary graduation of the custodian's spouse, child, step-child or grandchild.**

**(b) Discretionary Leave**

The Manager of Custodial Services or-designate may grant an employee leave of absence with pay for discretionary leave, to a maximum of five (5) days per year, with no deduction from sick leave.

**(c) Jury Duty**

When an employee is required to be absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which they are not a party, or one of the persons charged, fees received will be turned over to the Board, exclusive of travelling allowances and living expenses.

- (d) Leave with pay and without loss of benefits, experience or seniority will be granted to any Custodial Staff required to be absent from work because they are prevented by order of medical health authority, or who is requested by the medical health authority to place themselves under voluntary quarantine from attending to their duties on Board premises.

**16.09 Pregnancy and Parental Leaves**

Pregnancy and Parental Leaves will be granted in accordance with the Employment Standards Act as may be amended from time to time, and the following:

- (a) The Custodial Staff must provide the Manager of Custodial Services with at least two (2) weeks' written notice of the date they wish to begin a Pregnancy leave, accompanied by a certificate from a legally qualified medical practitioner stating the expected birth date. Custodial Staff who wish to end the leave earlier must provide the Manager of Custodial Services with at least four (4) weeks' written notice.
- (b) The Custodial Staff must provide the Manager of Custodial Services with at least two (2) weeks' written notice of the date they wish to begin a Parental leave. Custodial Staff who wish to end the leave earlier must provide the Manager of Custodial Services with at least four (4) weeks' written notice.
- (c) The Custodial Staff will be returned to his/her position according to the Employment Standards Act.
- (d) Duration of the Pregnancy/Parental or Parental Leave will be in accordance with the Employment Standards Act. Custodians wishing to have leave beyond what is provided for in the Employment Standards Act may apply for Discretionary Leave as provided for elsewhere in this Collective Agreement.

#### 16.10 Maternity Benefits/SEB Plan

- (a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive \*100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of 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.
- (d) 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.
- (e) Employees not defined above have no entitlement to the benefits outlined in this article.

#### 16.11 El Rebate

If the employer has received an Employment Insurance rebate, each eligible employee will receive an annual rebate on their pay in accordance with Regulations governing the EI Rebate Program.

### ARTICLE 17 - GENERAL PROVISIONS

#### 17.01 Direct Deposit

All Custodial Staff will be paid on a bi-weekly basis through the direct deposit system. Custodial Staff will receive pay statements of all deductions and deposits through electronic mail.

17.02 Supply Custodians will be paid in accordance with existing payroll administrative procedures.

#### 17.03 Employee Files

- (a) All Custodial Staff will have access, during normal business hours and in the presence of a member of the Human Resources Department and a Union Representative, to view their

employment file upon written request to the appropriate Human Resources Generalist (or designate) through the Manager of Custodial Services.

- (b) All Custodial Staff may have copies of any material contained in their employment file.
- (c) There is only one employment file per employee, and it will be maintained in the Human Resources Department of the Board.
- (d) Upon request by the employee, letters of discipline will be removed from an employee's record eighteen (18) months from the date of the original incident, providing there were no similar incidents.
- (e) The parties agree that only employment related documents/information will form part of the employment file and will be kept in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

17.04 No employee of the Bargaining Unit will be laid off or suffer a reduction of regular hours, or salary, due to contracting out of current Bargaining Unit work that is currently performed by Bargaining Unit employees.

The Employer agrees that work normally performed by the employees within the Bargaining Unit will continue to be performed by the employees within the Bargaining Unit.

#### ARTICLE 18 – INCLEMENT WEATHER


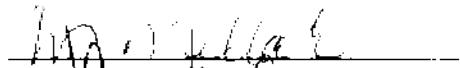
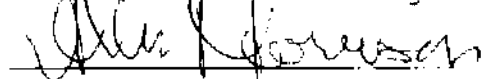
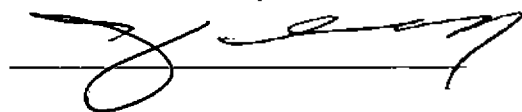
18.01 Employees are expected to attend to work on inclement weather days. When schools and/or Board offices are not officially closed due to weather conditions but vehicles are unable to travel on the same roads that an employee must use to get to work, there will be no loss of pay for any employee who calls their supervisor in order to make arrangements for their attendance at an alternate work assignment.

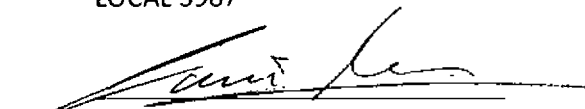
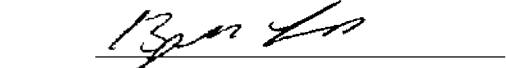

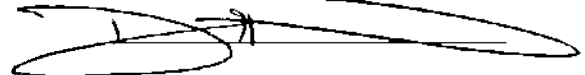
Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

**Schedule A**

	1-Sep-22	1-Sep-23	1-Sep-24	1-Sep 25
<b>Lead Custodian</b>				
Probationary	\$23.93	\$24.93	\$25.93	\$26.93
3 months	\$24.67	\$25.67	\$26.67	\$27.67
1 year	\$25.62	\$26.62	\$27.62	\$28.62
2 year	\$26.39	\$27.39	\$28.39	\$29.39
<b>Custodian</b>				
Probationary	\$22.10	\$23.10	\$24.10	\$25.10
3 months	\$22.82	\$23.82	\$24.82	\$25.82
1 year	\$23.76	\$24.76	\$25.76	\$26.76
2 year	\$24.48	\$25.48	\$26.48	\$27.48
<b>Supply Custodian &gt; 10 days</b>				
Lead Custodian	\$21.50	\$22.50	\$23.50	\$24.50
Custodian	\$21.01	\$22.01	\$23.01	\$24.01
<b>Supply Custodian &lt; 10 days</b>				
Lead Custodian	\$21.08	\$22.08	\$23.08	\$24.08
Custodian	\$20.40	\$21.40	\$22.40	\$23.40
<b>Shift Premium (Article 14.01 B.)</b>	\$0.44	\$0.44	\$0.44	\$0.44

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: USE OF SCHOOL FACILITIES**


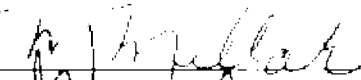

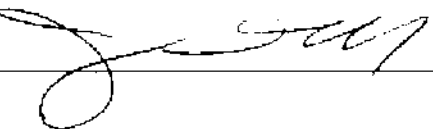
CUPE Local 3987 has the right to request use of facilities in accordance with Board Policy and Procedures, as do all other employees.

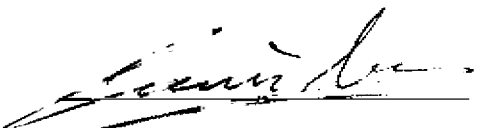
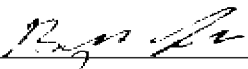
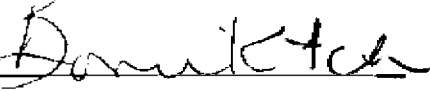

Dated at Barrie, Ontario this the 9 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

LETTER OF UNDERSTANDING #2

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: JOINT COMMITTEES

1. Custodial Staff requested to join Board committees will not be deducted any wages or accumulate overtime as a result of them attending meetings with the prior approval of the Supervisor.
2. Further, the wages payable in 1. above are the responsibility of the Board.

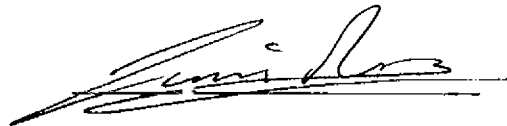
Dated at Barrie, Ontario this the 8 day of Sept, 2023.

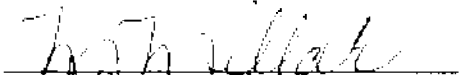
SIGNED ON BEHALF OF:

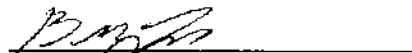
SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD


THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

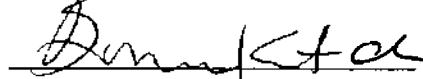


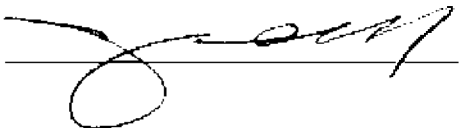


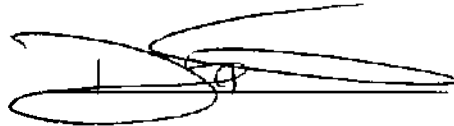












**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: COURIER**

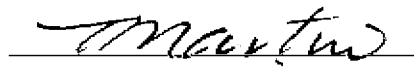

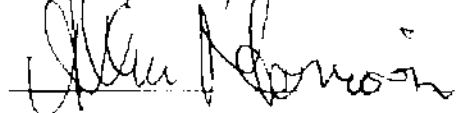
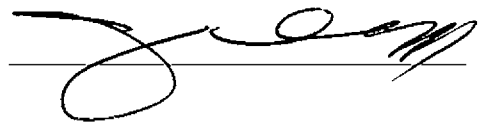
CUPE Local 3987 continues to have access to the Board courier system to distribute properly addressed correspondence to their members.

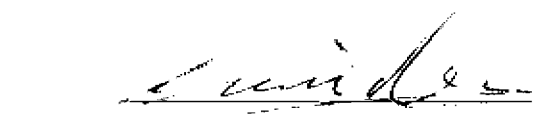
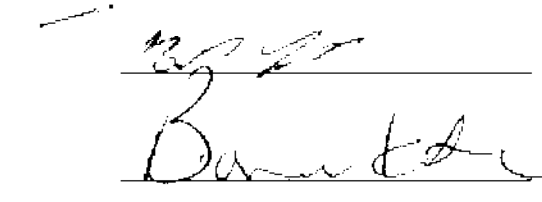
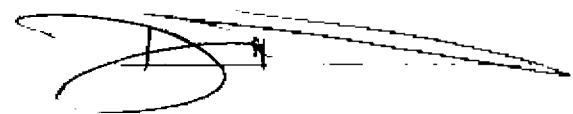
Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: REPLACEMENT FOR ABSENCES**

The Employer will endeavour to ensure that all absences as a result of vacation, floating holidays, compassionate leave, discretionary leave, bereavement leave, leave without pay, overtime and union leave, are replaced in full.

The Employer will endeavour to replace all absences due to illness in the following manner:

Day 1	No replacement
Day 2 – 5	Half time replacement
Day 6	Full replacement

It is understood that if no replacement is available as outlined above, the Lead Custodian/Custodian will work 50% of the allocated time at the applicable overtime rate.




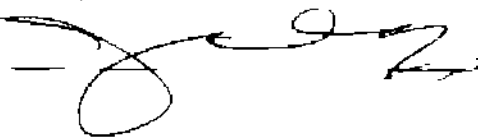
The parties agree that the replacement schedule cited in this letter constitutes minimums, and that the Board may at its discretion exceed those minimums.

Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987


**LETTER OF UNDERSTANDING #5**

**BETWEEN:**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: DEFERRED SALARY LEAVE PLAN**

1. The Deferred Salary Leave Plan allows employees the opportunity of taking a one (1) year paid Leave of Absence with pay by spreading four (4) years salary payments over a five (5) year period.
2. An employee who has completed at least three (3) years of continuous service as a permanent employee with the Board may apply for such leave.
3. An employee will apply, in writing, to the Director of Education on or before December 31<sup>st</sup>, requesting such leave to begin the following September 1<sup>st</sup>. Participation in the plan will not unreasonably be withheld. Written acceptance or denial of the employee's request, with explanation will be forwarded to the employee by April 1<sup>st</sup> in the school year the original request is made.
4. All employees participating in the Plan must sign a form of agreement approved by the Union and the Board which outlines the conditions of the leave.
5. The payment of the salary, benefits and timing of the one (1) year Leave of Absence will be as follows:
  - a) During the first four (4) years of the Plan, a employee will be paid eighty percent (80%) of the annual salary. The remaining twenty percent (20%) will be accumulated and this plus any interest earned will be retained by the Board to fund the year of the leave.
  - b) The salary that is held back, will be held in trust in an account at the Board's Bank and will accumulate interest at the prevailing rate and time schedule extended to the Board by its Bank.
  - c) During the period of leave, the Board will pay to the employee, the amount of salary held back. The method of payment during the period of leave will be as per current pay schedule.
    - i) The interest earned will be paid to the employee in the taxation year that it is earned as outlined in the agreement.
    - ii) The Board will make the appropriate deductions, including pension plan contributions subject to the regulations of the pension plan, from the payment(s) made to the employee.
6. a) The employee's benefits will be maintained by the Board during the initial four (4) years of the Plan in accordance with Article 16, Benefits, as if the employee was being paid one hundred percent (100%) of their annual salary.

- b) During the actual year of Absence the Board will maintain the employee's benefits but only where the employee so desires and at full cost to the employee.
7. The plan in this Letter of Understanding is subject to any Revenue Canada regulations or Rulings. The President of the Bargaining Unit will be notified of any such regulations and rulings.
  8. If the employee ceases to be employed by the Board, withdraws from the agreement of paid leave, or dies prior to taking the leave of absence, the Board will pay to the employee or the employee's estate, as the case may be, the full amount of the salary held back together with the accrued interest as soon as possible but no longer than three (3) months from the time of withdrawal or death whichever is applicable.
  9.
    - a) Upon return to work, the employee will return to their original position/location held prior to the leave or if it does not exist, to a comparable position, subject to Article 11, Recall Procedure.
    - b) Sick Leave Credits will not accumulate during the year spent on Leave, but will be reinstated on return.
    - c) There will be no break in seniority or service because of the leave.

Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

Martin  
Thomas  
Allen  
Joey

James  
Bob  
Lynn  
[Signature]

**LETTER OF UNDERSTANDING #6**

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: SHUT DOWN

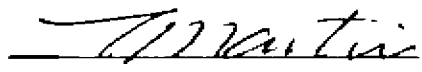
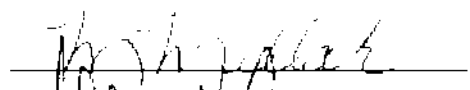
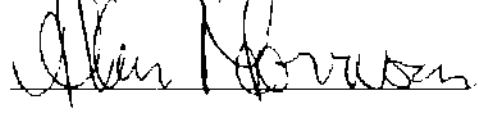
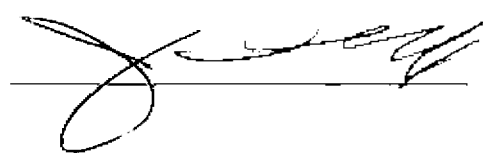
It is understood between the parties that, except for the summer shut down for a maximum of four weeks only, there will be no other shut down during the work year.

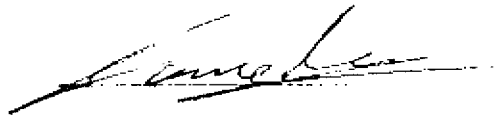
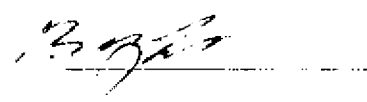
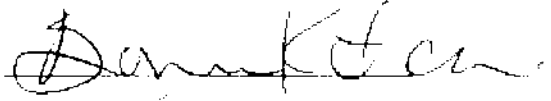
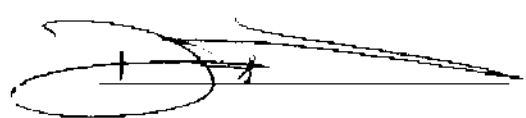
Dated at Barrie, Ontario this the 8 day of Sept, 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

LETTER OF UNDERSTANDING #7

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: STAFFING FORMULA

The parties agree that for the duration of this collective agreement the overall permanent employee staff complement (FTE) will be calculated based on 20,000 square feet for 8-hour custodial shift.

In order to meet this commitment, it is understood between the parties that vacancies may be held in abeyance so as to ensure the application of the existing staffing formula.

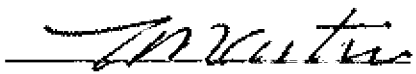
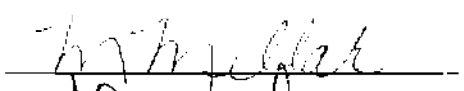

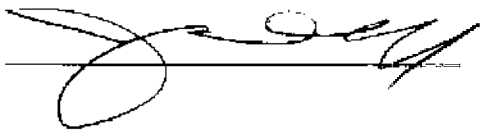
The parties agree to discuss issues and processes related to this letter of understanding through the Labour Management Committee. It is understood that no changes or moves will occur until mutually agreed by the parties. The parties agree that the LMC will meet within three weeks of ratification to initiate the discussion around process and implementation. It is understood that this process will be completed by mid-August or at a date as mutually agreed and annually thereafter.

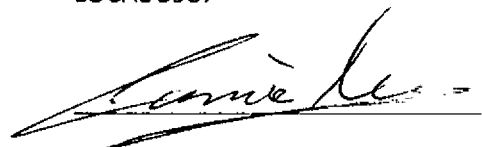
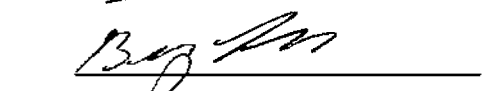
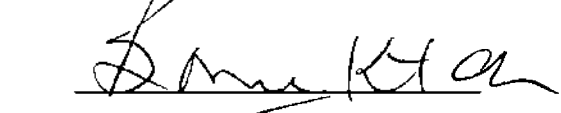

Dated at Barrie, Ontario this the 8 day of Sept, 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

LETTER OF UNDERSTANDING #8

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: MINISTRY ANNOUNCEMENTS


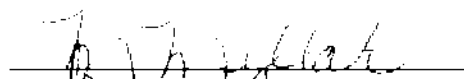

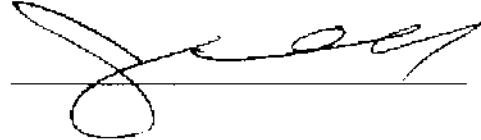
The parties agree to meet during the life of this Collective Agreement should there be announcements issued by the Ministry of Education that have a direct impact on the terms of this agreement.

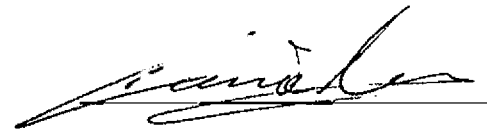
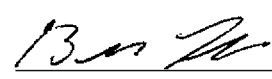
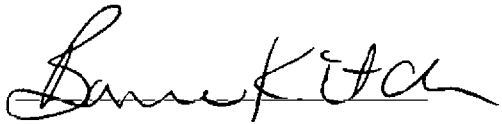
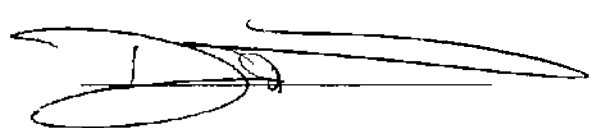
Dated at Barrie, Ontario this the 8 day of Sept, 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

**LETTER OF UNDERSTANDING #9**

**BETWEEN:**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: PERFORMANCE APPRAISAL**

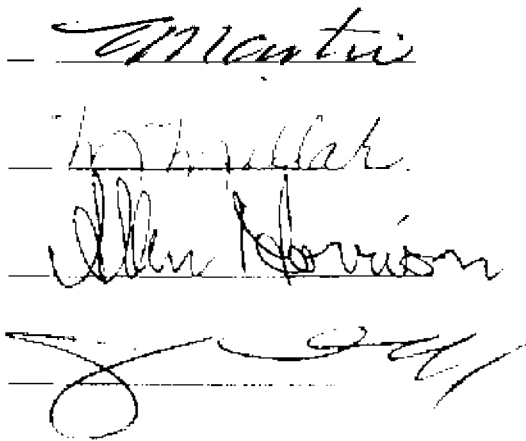
It is understood that no Custodial Staff will be required to do annual performance appraisals on themselves or other union custodians. These will be done by the Manager and/or Supervisor of Custodial Services only with prior notice.

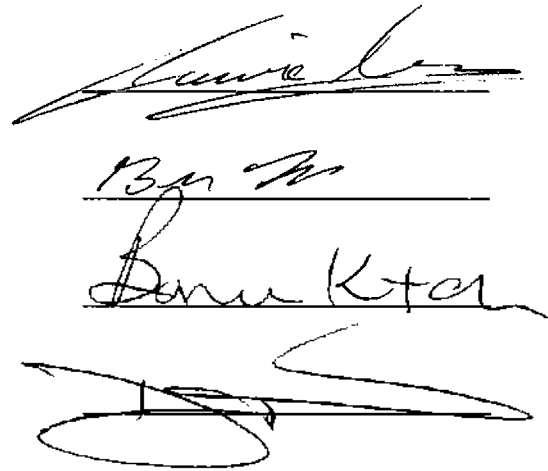
Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987





**LETTER OF UNDERSTANDING #10**

**BETWEEN:**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: JOB DESCRIPTIONS**

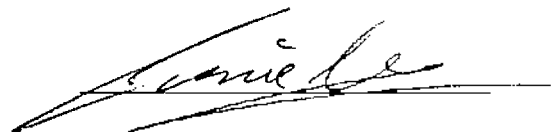
1. The parties agree to jointly establish a job description for the positions of Lead Custodian and Custodian. Initial input for the job description will be gathered from a representative group of Lead Custodians and Custodians using a mutually agreed, (between the Board and the Union), Job Analysis Questionnaire (JAQ). The process for completing the JAQ will be mutually agreed between the Board and the Union through the Labour Management Committee.
2. Using the information from the JAQ, an initial job description for custodial positions in the Bargaining Unit will be established by the Board with input and consultation from the Bargaining Unit via the Labour Management Committee.
3. These descriptions will be presented to the Union and will become the recognized job descriptions for Bargaining Unit positions.
4. Where the Board has determined that a new classification is required or where the Board has made significant changes to a position, or where the Union believes the Board has made substantial changes to an existing position, the parties agree to meet to review the changes via the Labour Management Committee.
5. The parties agree to review the existing classifications within the Bargaining Unit during the life of this collective agreement. Should a new position be introduced as agreed between the parties, a new job description will be developed by the Board and a process for determining classification of this position will be developed as mutually agreed between the parties.

Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987



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**LETTER OF UNDERSTANDING #11**

BETWEEN:

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: PROFESSIONAL DEVELOPMENT**

The parties agree that professional development is encouraged for all Custodial Staff. The parties agree to establish a sub-committee (2 employer reps and 2 union reps) of the Labour Management Committee to review professional development issues, have input and make recommendations for upcoming professional development opportunities for Custodial Staff.

Recommendations will be forwarded to the Labour Management Committee.

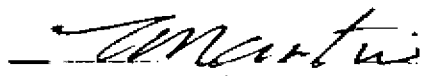
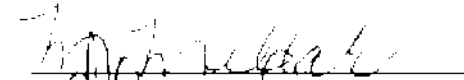

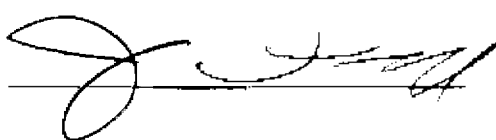
It is understood and agreed that when the Board deems it necessary, it will provide suitable training, both on and off the job at its expense so that employees may have the opportunity to obtain certificates and/or licenses as required to work at their particular job.

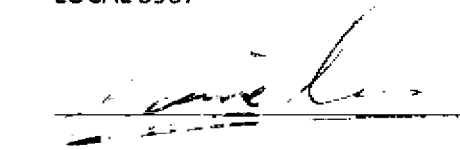
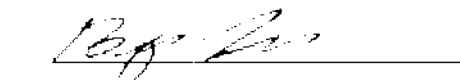
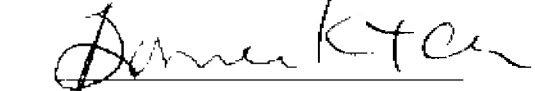
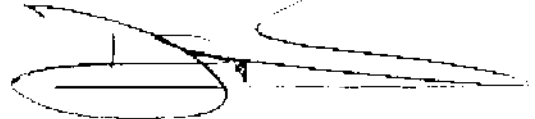
Dated at Barrie, Ontario this the 8 day of Sept, 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

LETTER OF UNDERSTANDING #12

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: STAFFING




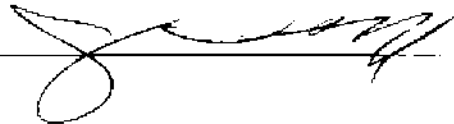
For information purposes only, the FTE (Permanent Custodial Staff only) as at September 1, 2021 was 140.68; the projected FTE (Permanent Custodial Staff only) as at September 1, 2022 is 143.91 further projections are not available.

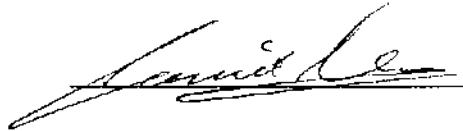
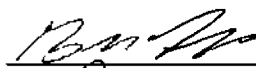
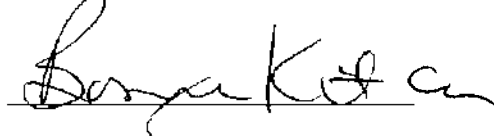

Dated at Barrie, Ontario this the 8 day of Sept, 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

LETTER OF UNDERSTANDING #13

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: CONTRACTING IN

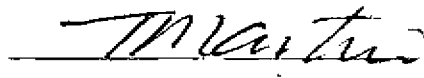

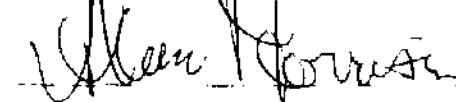
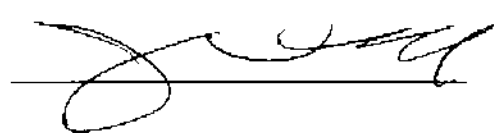
The parties agree to meet to review the feasibility of contracting in work done previously by the bargaining unit, during the life of the collective agreement via the Labour Management Committee.

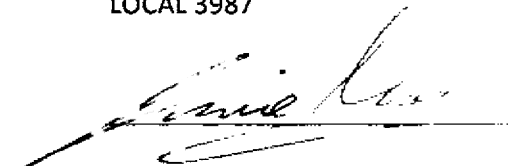
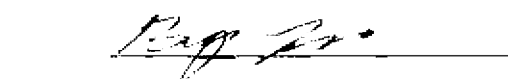

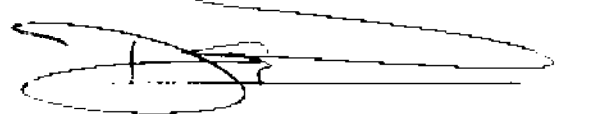
Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

LETTER OF UNDERSTANDING #14

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: SUPERVISION

The parties agree that all School based staff have a responsibility to ensure that a safe school environment is maintained at all times.



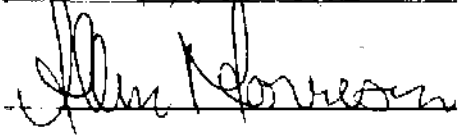
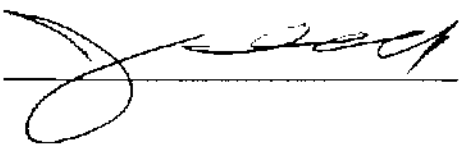
In no instance will Custodial Staff be assigned scheduled supervision of students.

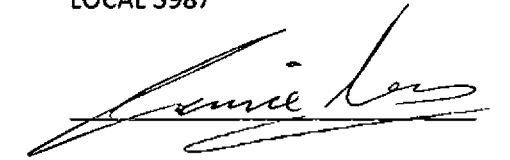
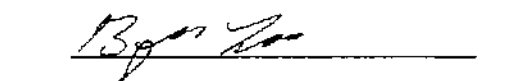


Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

**LETTER OF UNDERSTANDING #15**

**BETWEEN:**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: WATER FLUSHING**


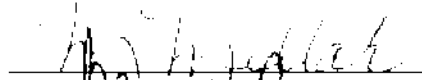
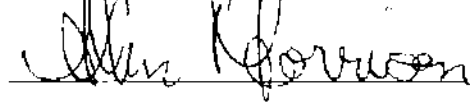
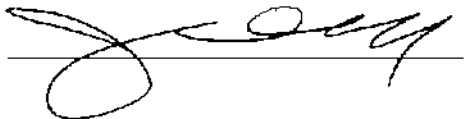
1. In order to address the requirement for water flushing at each school site, overtime will be paid to the Lead Custodian (or alternate) who is scheduled and does the required work, at the rate of time and one half the regular hourly rate of pay as follows. The time for water flushing is to be used as necessary for each school site, up to a maximum of one and a half hours for secondary and up to twenty minutes for elementary, immediately prior to the start of the regular day shift.
2. Payment will be made on a bi-weekly basis upon the submission of a separate time sheet for hours worked for water flushing. Overtime may also be taken as time off in lieu in accordance with Article 14.03 C. of the current Collective Agreement.
3. All Custodians working shifts receive a premium in accordance with Article 14.01 B. for all work performed after 3:15 p.m.
4. The parties agree that this will be reviewed as mutually agreed.
5. It is understood that if the legislative requirements for water flushing change, and overtime is no longer required, the regular hours of work will remain in place as outlined in Article 14.01.

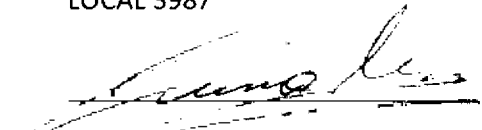
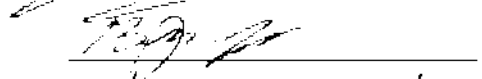

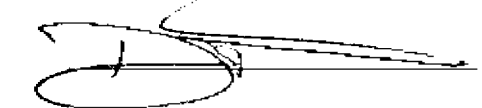
Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

LETTER OF UNDERSTANDING #16

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: TEAM CLEANING

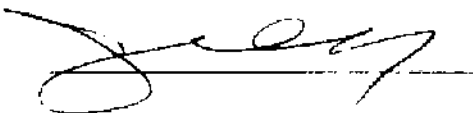
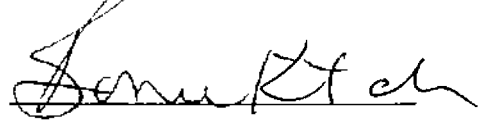

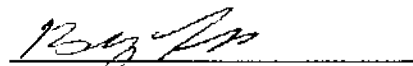
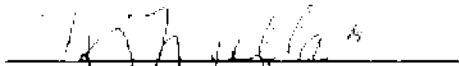
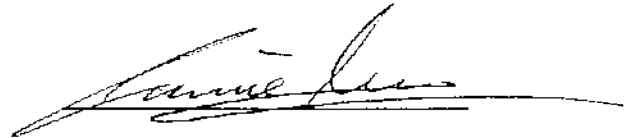
The parties agree there will be Team Cleaning only in cases of emergency or Capital projects construction related to clean-ups, there will be no other team cleaning throughout the year except during the Summer on a voluntary basis when all Custodial Staff involved in the geographical locations reach a unanimous consensus in support of Summer Team Cleaning which is subject to the terms and conditions of the Collective Agreement and mutually agreed in writing by the Board and the Union.

Dated at Barrie, Ontario this the 8 day of Sept, 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987



**LETTER OF UNDERSTANDING #17**

**BETWEEN**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987**

**RE: SCHOOL INSPECTIONS**

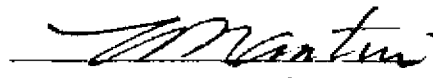
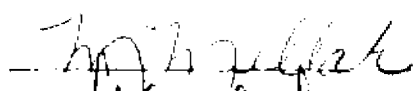
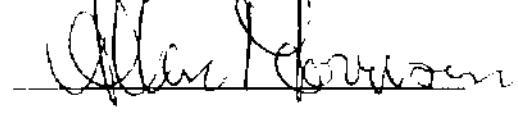
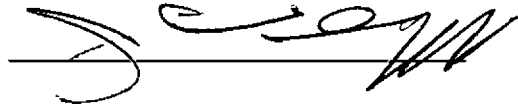
The parties agree that within sixty (60) days following ratification, a committee consisting of equal numbers of the employer and the union representatives shall convene to consider and make recommendations concerning the School Inspection procedure. Final draft will be presented to the Labour Management Committee for further input prior to implementation.

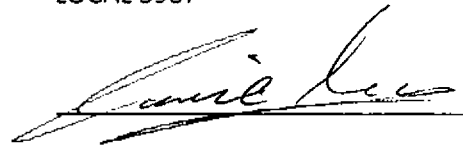
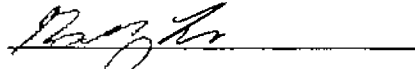

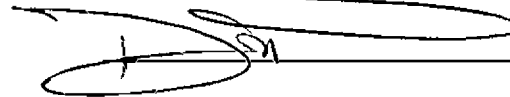
Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

LETTER OF UNDERSTANDING #18

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: SPLIT SHIFTS

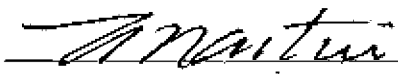


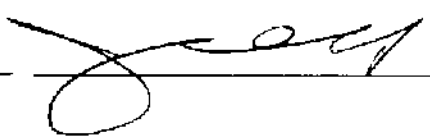
The parties agree that should the Ministry provide additional funding it will be utilized to ensure that staffing needs across the board are addressed as necessary, including but not limited to ensuring that no school has a split shift (ie, a break of more than one (1) hour between blocks of scheduled work time, i.e. Foley Catholic School).

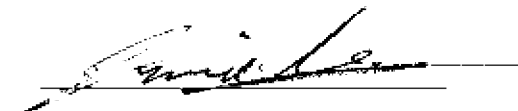
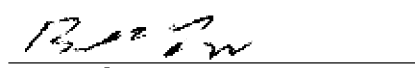
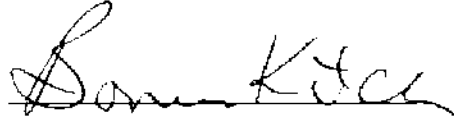
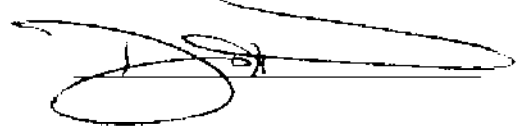
Dated at Barrie, Ontario this the 8 day of Sept., 2023.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

## APPENDIX A: OMERS DEFINITION OF CONTRIBUTORY EARNINGS

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

Contributory earnings, in accordance with OMERS definition, must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time custodians. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all custodians, including active, terminated, retired and disabled custodians;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (eg: payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (eg: percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (eg: flight allowance, canine allowance);
- Pay for time off in lieu of overtime.
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work)
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, eg: illness, provided service is extended (the custodian must be "kept whole" e.g., continuation of salary and benefits). If the custodian becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in)
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (eg. educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (eg. , if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The custodian's pension will begin on the first day of the month following the revised retirement date.

## APPENDIX B: BENEFITS

The following articles have been removed from the language of the Collective Agreement but have been kept in Appendix B for historical reference only:

1. **Group Insurance Coverage**
  - A. Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board will assume undernoted contributions to the Plans for Custodians working twenty-five (25) hours or more per week.
  - B. Custodians working less than twenty-five (25) hours per week may be enrolled in the group benefit plans at their own expense. The Board will cover the administration cost.
  - C. The agreement to pay the cost, in whole or in part, of a group benefit plan, will not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under such group plan to any Custodian should the insurer fail or refuse to pay or provide same, in whole or in part.
2. The Board's share of the premiums will be 95% (commencing the first of the month following date of ratification) for the following group plans:
  - A. Group Life Insurance - \$25,000.00 and \$50,000.00
3.
  - A. Custodians may choose coverage beyond \$50,000.00 in multiples of \$25,000.00 up to \$150,000.00 at their full premium cost.
  - B. **Extended Health Care**

Single or Family Plans with eyeglasses at \$350.00 every two years and hearing aids/devices at \$500.00 every three years.
  - C. **Dental Insurance - Single or Family Plan**

Preventative Part A; Restorative Part B

HISTORICAL LOU FOR REFERENCE PURPOSES ONLY

LETTER OF UNDERSTANDING #11

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: BENEFITS

In accordance with the terms of the Provincial Discussion Table (PDT) agreement for the 2008-2012 collective agreement between the Simcoe Muskoka Catholic District Board and CUPE Local 3987 agree that the additional annual enhancement of benefits effective September 1, 2010 will first be applied as follows:

- 100% employer paid premiums
- Vision care increase to \$400
- Orthodontics at \$3,000
- Life Insurance three (3) times annual salary plus purchase option after age 65

Dated at Barrie, Ontario this the 8 day of Sept; 2020.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC  
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3987

