

COLLECTIVE AGREEMENT

BETWEEN

THE DURHAM DISTRICT SCHOOL BOARD

-AND-

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 218**

CUSTODIAL/MAINTENANCE BARGAINING UNIT



SEPTEMBER 1, 2022 – AUGUST 31, 2026

CUPE – PART A: CENTRAL TERMS

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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 Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.
 - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.

- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

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

C5.00 BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.

- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

“Long Term Supply Assignment” means, in relation to an employee,

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long-term supply

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below: Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

appointment was related to the illness/injury.

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

- and is not receiving benefits from another source,

- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short-term disability days remaining from the previous year,

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

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

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

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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:
dd mm yyyy

No limitations and/or restrictions

Return to work date: **dd mm yyyy**

For limitations and restrictions, please complete Part 2.

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

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

PHYSICAL (if applicable)

Walking:

- Full Abilities
- Up to 100 metres
- 100 - 200 metres
- Other (*specify*):

Standing:

- Full Abilities
- Up to 15 minutes
- 15 - 30 minutes
- Other (*specify*):

Sitting:

- Full Abilities
- Up to 30 minutes
- 30 minutes - 1 hour
- Other (*specify*):

Lifting from floor to waist:

- Full Abilities
- Up to 5 kilograms
- 5 - 10 kilograms
- Other (*specify*):

Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (specify):		
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
COGNITIVE (if applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	

I confirm all of the information provided in this attestation is accurate and complete:

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Signature:

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.

2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

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

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

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.
5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT #13

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

**PART B
LOCAL TERMS AND CONDITIONS**

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Article L1.00 – Purpose

L1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees; to provide a mechanism for the prompt and equitable disposition of grievances; and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

Article L2.00 – Recognition

L2.01 The Board, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all employees of the Board engaged in custodial and maintenance and those employees of the Board required to be engaged as stores employees, cafeteria staff and security monitors; save and except supervisors, those above the rank of supervisors, school teachers, office staff, students employed for the school vacation period, and those employees covered by subsisting Collective Agreements.

The Collective Agreement specifically covers only those employees in classifications as set out in Schedule "A" or in classifications which may be created in accordance with this Agreement.

Article L3.00 – Reservation of Management Rights

L3.01 The Union acknowledges that it is the exclusive function of the Board, among others, and subject to the provisions of this Agreement, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause (subject to a lesser standard for probationary employees pursuant to article L13.05), may be subject to a grievance and dealt with as hereinafter provided; and
- (c) administer and manage all the affairs of the Board.

Article L4.00 – No Discrimination

L4.01 The Board and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee or by reason of membership or non-membership in the Union, or in relation to any of the prohibited grounds set out in sub-section 5(1) of the Ontario Human Rights Code, namely race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

Complaints in relation to harassment may be pursued in accordance with the Board's Harassment Prevention policy, procedure(s), and regulation(s).

Article L5.00 – Union Security

L5.01 It is agreed by the parties hereto that all employees eligible to be in the Union and who have completed one (1) month employment will be required to pay to the Union an amount equal to the current monthly union dues, whether a member or not, as long as the Union is the recognized bargaining agent.

Article L6.00 – Union Security and Check-Off

L6.01 The Board agrees to deduct from the wages of each employee who is eligible to be a member of the Union a sum equal to the current monthly dues, and to remit the monies so deducted to the Secretary-Treasurer of the Union normally by the end of the month in which dues are deducted but in no case later than the fifteenth (15th) day of the month following. The Union agrees to provide the Board with thirty (30) calendar days' notice of any change in the amount of the dues to be deducted.

Such remittance shall be accompanied with a searchable electronic list of employee names, employee numbers, group, address, phone number, wage rate* and union dues deducted.

(*note: where multiple wage rates have been used for the calculation of an employee's union dues, only the highest wage rate shall be provided).

L6.02 The Board will notify the Treasurer of the names and addresses of new dues-paying employees. The Board agrees to list the annual amount of Union dues paid on all T-4 slips when issued.

L6.03 The Board shall provide the Union with searchable electronic staffing lists for each location and assignment of all Bargaining Unit members as of August 1st and March 1st of each school year.

Article L7.00 – Board/Union Relations

L7.01 Correspondence

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent responsible for People and Culture or designate and the President of the Local Union and the Unit Chairperson. Each September, the parties will provide each other a list of individuals to correspond with on various subject matter relating to the bargaining unit and any changes as they occur.

L7.02 Labour/Management Committee

- (a) At the request of either the Union or the Board, up to five (5) representatives of each of the parties will meet during the term of the Collective Agreement to discuss issues related to the workplace which are not the subject of a grievance and which are not being dealt with in collective bargaining. The frequency of the meetings will be determined by the parties, but will not be less than once every two (2) months. The Board and the Union shall alternate the role of Chair. Prior to the scheduled meeting both parties shall provide agenda items to the Chair, who shall distribute the agenda five (5) days in advance of the meeting. If no agenda is distributed as required, the meeting shall be cancelled.
- (b) A recording secretary shall be appointed by the committee. The recording secretary shall keep minutes of each meeting, and these shall be submitted to committee members within ten (10) days of each meeting. The minutes shall be accepted at the next meeting.
- (c) The President of Local 218 or designate is entitled to attend all meetings of the Labour/Management Committee, as well as other meetings between the Board and any committee of the Union.

L7.03 The Board agrees to notify the Union within a reasonable time of changes to part-time positions that result in increases or decreases in an employee's number of regularly assigned hours.

L7.04 Copying of Collective Agreement

The Board shall provide copies of the Collective Agreement for each employee, at Union's expense, and the Union will distribute same to each employee in the bargaining unit. The electronic Collective Agreement shall also be available on the Board's Intranet website.

L7.05 Upon request, on an annual basis, the Union will be provided with such enrolment information, as well as the Board's Estimates, Revised Estimates, and Financial Statements, as are necessary when those are relevant to the administration or re-negotiation of this Agreement.

Upon request, this information will be reviewed under the auspices of the Joint Labour Management Committee.

L7.06 New Employees

New regular employees shall be sent a copy of the Collective Agreement by the Board on commencement of employment and will be informed of Union dues and check-off provisions. The Union shall supply copies of the Collective Agreement to the Board.

Where the Union provides an introductory letter to new employees, the hard copy will be provided to each new permanent hire.

Article L8.00 – Complaint and Grievance Procedure

L8.01 Complaints and grievances in matters pertaining to the interpretation or application of this Agreement shall be discussed and adjusted by the Board's designated representative(s) and the Union Committee.

L8.02 If an employee has any complaint or grievance to take up with the Board, such complaint or grievance shall be heard in the following manner as set out in Article L8.03.

L8.03 (a) Informal Step

Prior to filing a personal grievance, on a matter that is other than disciplinary, as hereinafter provided, an employee shall normally attempt, by informal discussion with their immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the employee may be accompanied by a Union Steward, and the immediate supervisor may be assisted by the appropriate unit Manager. This discussion must take place not later than five (5) working days following the date of the incident giving rise to the potential grievance. The Employer's response must be made not later than three (3) working days following the discussion.

Any matter not settled at this stage may become the subject of a grievance and be dealt with as follows.

(b) Step 1

The grievance of the employee shall be stated in writing on a standard form supplied in triplicate by the Union which shall be completed as indicated on the form and signed by the employee and the steward. The form will then be presented to the Head of Facilities Services, or designate, who will state and return a written decision within seven (7) days to the Unit Chairperson and the President of CUPE Local 218.

(c) Step 2

If the decision of the Head of Facilities Services or designate, is not satisfactory to the employee concerned, the grievance may be advanced to the Superintendent responsible for People and Culture or designate (copy to the Head of Facilities Services, and the Superintendent or designate shall arrange a Step 2 meeting. The Superintendent or designate shall notify the Union within four (4) working days of proposed date(s) for the meeting, which shall be scheduled on a mutually agreeable date.

It is understood and agreed by the parties hereto that the following people will attend Step 2 grievance meetings on behalf of the Union;

- CUPE National Representative (if requested to be there);
- Local 218 President;
- Chairperson of the Committee or designate;
- Committee Member/Steward;
- the grievor if they so wish and are able.

It is also understood that Board representation at Step 2 meetings will not exceed five (5) persons.

- (d) The Superintendent responsible for People and Culture, or designate, shall give a decision in writing to the Local President, copy to the Chairperson, within seven (7) days after the close of the meeting. If the Board's decision at this stage is unsatisfactory to the Union Committee, then the grievance may be referred to arbitration as hereinafter provided.
- (e) It is mutually agreed that no grievance shall be considered, the alleged circumstances of which originated or occurred ten (10) days prior to its original presentation, except in the case of grievances regarding wages which shall have a time limit of thirty (30) days from date of receipted acknowledgement of earned wages.
- (f) The Board agrees to recompense stewards at their current hourly base rate for a reasonable amount of time spent in dealing with grievances. This is to apply to time spent in dealing with complaints or grievances during the employee's regular working hours and further includes time spent on grievances after they have reached the arbitration stage.
- If, in the opinion of the supervisor, an unreasonable amount of time is being spent in dealing with a grievance, payment may be withheld.
- (g) The Board agrees to allow a grievor with an individual grievance to take an unpaid leave of absence for one-half day ($\frac{1}{2}$ day) prior to a scheduled and confirmed first date of an arbitration hearing into the employee's Individual Grievance, as long as the Manager of Custodial Services, the Manager of Maintenance Services or the Manager of Purchasing, whichever is applicable, receives a request in writing from the Union a minimum of five (5) days in advance of the requested leave, with a copy to the Superintendent responsible for People and Culture or designate. The employee will be paid their salary by the Board, which will be reimbursed in full by the Union in a timely manner.
- (h) Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement.
- (i) It is agreed by the parties that any grievance not processed from one step to

the other or to arbitration within ten (10) days of the prior answer shall be deemed to have been dropped by the party instituting the grievance.

- L8.04 Where a dispute arises involving a question of general application or general interpretation of the terms of the Collective Agreement, a policy grievance may be filed by the Union commencing with Article L8.03 (b).
- L8.05 Where a resolution to a grievance is reached by the parties, the resolution shall not in itself become the basis for any subsequent grievance.

Article L9.00 – Arbitration

L9.01 Arbitration

Should the grievance be unresolved following receipt of the answer at Step 2, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than fourteen (14) calendar days after the expiry of the Step 2 time limit.

When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three arbitrators. Within seven (7) calendar days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.

- L9.02 (a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration [see L8.03 (d)] shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.
- (b) The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list [see L9.01], although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.
- (c) The provisions of Article L10.00 and L11.03 related to a single arbitrator shall similarly apply to a Board of Arbitration.

- (d) Each party shall bear the full cost of its own nominee, including all fees and expenses.

L9.03 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined herein, and in accordance with the Ontario Labour Relations Act.

Article L10.00 – Limitations Upon Arbitrator

- L10.01 An arbitrator shall not be authorized to alter, modify, amend or add to any part of this Agreement.
- L10.02 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless requested to do so with the agreement of both parties.
- L10.03 Each party shall be responsible for an equal share of the fee and expenses of the Arbitrator.
- L10.04 At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties, or the Arbitrator, to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

Article L11.00 – Discipline/Discharge Cases

- L11.01 When an employee, including a casual employee, is called to a meeting with the Head of Facilities Services or designate for the purpose of imposing discipline, the Union will be informed of such meeting before it is held and may have a representative present. Where possible, the Union shall be notified through the Union steward for the area, and that steward will be the representative present at the meeting.
- L11.02 An employee, including a casual employee, claiming to have been discharged without just cause may lodge a grievance if a written statement of such grievance is lodged with the Board's Grievance Committee, or its appointees, within two (2) working days of discharge. Such grievance shall be lodged commencing with Article L8.03 (c).

An additional two (2) working days [four (4) days in total] shall be granted where an employee has been unable to get in touch with the steward.
- L11.03 The discharged employee shall be given an opportunity to meet privately with a Union steward at a time and place designated by the immediate supervisor before the employee is required to leave the premises.

L11.04 Where a minimum of two (2) years have elapsed since a disciplinary matter was placed in an employee's file, the employee may request that such disciplinary material be reviewed by the Superintendent responsible for People and Culture or designate. A request for removal of the disciplinary material shall not be unreasonably denied.

Article L12.00 – Board Grievances

L12.01 It is understood that the Board may bring forward at any meeting with the Union Committee any complaint or grievance. Such Board grievance shall be regarded as being filed at Step 2, with the grieving and responding roles appropriately reversed. If such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as provided above.

Article L13.00 – Seniority

NOTE: The following measurements and calculations for seniority will apply where seniority is specifically referred to in the Collective Agreement. Seniority as a measurement shall not be applied in respect to vacation entitlements or Retirement Gratuity entitlements.

L13.01 Seniority shall operate on a bargaining unit wide basis. Seniority shall be based on the date of hire with the Employer.

Newly-hired employees shall be on probation for a period of six (6) months. All employees, who have completed their probationary period, shall have their names placed on the seniority list based on the employee's actual last date of hire in the bargaining unit or the date as calculated in the following paragraph.

Where an employee who has previously worked as a temporary fill-in is hired for a position in the regular complement of staff, up to three (3) months of such fill-in work, counting only those periods in excess of four (4) weeks duration worked during the immediately preceding twelve (12) months, shall be credited towards the six (6) months normal probationary period. In these instances, the employee's seniority shall be calculated to include the credit for fill-in work, up to three (3) months.

L13.02 Seniority shall continue to accrue during leaves of absence as follows:

- (a) Long-Term Disability - for a maximum of one (1) year.
- (b) Pregnancy / Parental Leave - During a pregnancy or parental leave pursuant to the Employment Standards Act
- (c) Any other approved leave of absence - up to a maximum of three (3) months.

Both full-time and part-time employment shall be included in calculations of any one individual's seniority. If the individual's name is included in a part-

time listing, any previous continuous full-time employment shall be equated to equivalent part-time employment. Conversely, part-time employment shall be equated to full-time equivalent employment for those whose names are included on a full-time listing.

- (d) Leave for election or appointment as an offer of the Union: to a maximum of the duration of the leave.

- L13.03 Seniority lists will be made available to each workplace by March 31 of each year. The list will indicate seniority as of December 31 in each of the following classification: Custodian, Four (4) hour Custodians, Maintenance, Cafeteria, Cleaners, Security Monitors and Stores.

The Seniority Lists will include the name of each employee, hours of employment and will also include the seniority date of each employee.

Hours of employment shall be determined as the number of regularly scheduled hours of employment, but excluding overtime, since the employee's last date of hire. Hours of employment shall also include time absent on leave of absence with pay, on sick leave, vacation and statutory holidays, as well as time on leave of absence without pay and other absence where seniority is accrued as provided for in the Collective Agreement.

- L13.04 An application from a person who is employed on a temporary basis in bargaining unit position (such as casual 4hr., etc.) shall be the first to be considered in the event a full-time job becomes vacant, other than positions which are required to be posted under Article L31.00.

- L13.05 All employees, including probationary employees, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary employee will be a lesser standard than for those employees who have successfully completed the probationary period. Probationary employees may be discharged for unsuitability and/or unsatisfactory performance.

- L13.06 Temporary employees may be hired by the Board for a period of up to six (6) months for relief work or during peak periods, or for a period of up to twenty- four (24) months to replace an employee absent on a Pregnancy Leave and/or Parental Leave. During these periods they will not be subject to the terms of this Agreement except as to the wage rate and the check-off provision as provided for in Article L6.01.

Temporary employees shall receive vacation pay of four percent (4%) of gross earnings in accordance with the *Employment Standards Act* excluding the vacation pay, for each pay period, payable on the regular pay cheque applicable to that period. It is understood, however, that employees on lay-off, and in all cases having the required qualifications and experience for the job, will be recalled before any new temporary employees are hired under this Article. The periods noted above may be extended by mutual agreement. The Union shall be advised of temporary

appointments under this Article.

It is also understood that no regular employees will be laid off as long as temporary employees are employed by the Board in the same occupational classification.

L13.07 Seniority on Transfer for Accommodation Purposes

The parties hereto agree that an employee transferring from one C.U.P.E. bargaining unit to another under "Duty to Accommodate" shall carry with them full credit for seniority and service earned while in the former C.U.P.E. bargaining unit(s). The Board will consult with the Local President or designate and the bargaining unit Chairpersons regarding permanent placements within that bargaining unit under "Duty to Accommodate".

L13.08 Casual Seniority List (as required per C10.00 of Part A)

Each casual employee in the bargaining unit shall have their name placed on a casual seniority list based on the employee's date of hire. The sole purpose of this list is to track length of service with the Board and shall have no other force or effect on this Agreement.

Article L14.00 – Loss of Seniority

L14.01 Seniority rights (and an employee's employment) shall be terminated if the employee:

(a) leaves the employ of the Board (subject to the paragraphs as set out below);

An employee who resigns verbally may rescind their resignation only if the employee rescinds in writing to their immediate supervisor within forty-eight (48) hours or reports in person to the Facilities Services office prior to the commencement of their next scheduled working day, whichever first occurs.

Where an employee resigns in writing, they may rescind the resignation only by delivering a request for rescission, in writing, to their immediate supervisor within a maximum of three (3) working days following the date the resignation was delivered.

(b) is discharged and such discharge is not reversed through the grievance procedure;

(c) is laid off continuously for a period of more than eighteen (18) months;

(d) fails to return to work from lay-off within seven (7) calendar days after being notified by registered mail or private courier to do so;

(e) is absent for more than three (3) working days without notifying the supervisor or without securing a prior leave of absence. In regard to part- time

personnel, a "working day" will be defined as a day on which the employee is regularly scheduled to work.

Article L15.00 – Lay-Off and Recall

L15.01 Employees shall be laid off in order of seniority with the junior employee to be laid off first in accordance with their occupational classification provided that it does not prevent the Board from maintaining a working force of employees who have the ability to perform the requirements of the job.

However, where an employee is about to be laid off from a classification and such employee holds more seniority than the most junior employee in another classification and is capable of doing the most junior employee's position, the employee originally displaced shall be placed into the most junior employee's position and the most junior employee shall be laid off.

L15.02 When recalling employees who have been laid off, the recall will be made in reverse order of seniority (most senior first), provided an employee who is in line to be recalled is qualified to perform the position available.

No new employee shall be hired to a position under a classification until all permanent employees in that position with seniority have been given an opportunity of recall.

L15.03 Unless legislation requires a greater period of notice, the Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of lay-off.

L15.04 Reduction in Number of Classrooms

Where a Lead Custodian is reduced one or more categories through a decrease in the number of classrooms, including portables, the Lead Custodian may bump a junior employee in that category.

L15.05 Redeployment Committee

In all situations involving lay-offs of members of the bargaining unit, the Board will discuss the circumstances related to the lay-off with the Union at a meeting of the Labour/Management Committee. In such circumstances, the consultation at the Labour/Management Committee shall take place not less than thirty (30) calendar days in advance of the proposed effective date of the lay-off.

When the Labour/Management Committee convenes to discuss lay-offs, its composition may be augmented to a maximum of up to seven (7) representatives for each of the Employer and Union teams. The meeting shall be held during normal working hours and the time spent attending such meeting(s) will be considered work time for which all participants shall be entitled to regular pay. When reviewing the lay-offs, the Labour/Management Committee shall conduct

itself in its normal fashion with regard to chairing the meetings, preparation of agendas, minutes, etc. The Committee will have at its disposal such staffing, work organization and financial information as is relevant to the proposed lay-off.

As part of its review, the Committee may identify, propose and discuss possible alternatives to lay-offs which might include, but are not necessarily limited to, the contracting in of work and potential re-organizations. The Committee may also identify and discuss existing vacant positions and/or positions which are expected to become vacant within the ensuing twelve (12) months, as well as opportunities for worker retraining where positions may be available, and retraining is cost effective.

It is also understood that, in its role of reviewing lay-offs, the Committee through its representatives may exercise a discretion to waive job postings in appropriate circumstances.

Persons who are normally employed on a less than twelve (12) month basis are not to be regarded as laid off, for the purposes of this paragraph (L15.04), during the period of the year when they are not required to be at work.

Article L16.00 – Seniority Applied to Promotions and Transfers

- L16.01 A promotion shall mean a transfer to a higher paid job. In the event a permanent employee moves to a different classification on a permanent basis, the employee shall retain all previous occupational seniority in the former group for a period of thirty (30) days, after which the entire seniority shall be transferred to the new group.
- L16.02 In the case of a voluntary transfer, the rate of pay will be increased or decreased according to the prevailing contract rate of the position to which the employee is transferred.
- L16.03 When an employee relieves another employee in a position of higher rating and continues in such position for a period of two (2) days or more, the employee shall receive the higher rate for the full period worked in such position. On return to the former occupation, the employee shall be paid the rate for that occupation. This provision will not apply during the summer (July & August), winter and March breaks, or where there are two (2) Lead Custodians in a school and coverage can be assigned to the remaining Lead Custodian. If both are absent for any reason, only one (1) acting Lead Custodian relief may be assigned.

Article L17.00 – Early Retirement

- L17.01 Employees may retire early with a reduced pension as permitted by the Ontario Municipal Employees' Retirement System (OMERS).

Article L18.00 – Transfer to Supervisory Positions

- L18.01 The selection or appointment of employees for supervisory positions or for any position not subject to this Agreement is not governed by this Agreement, but if an employee is, or has been transferred, and later is transferred back to a position which is governed by this Collective Agreement, then the seniority which shall be credited to the employee shall be the amount held at time of transfer to the excluded position plus a maximum of one (1) year.
- L18.02 Employees who have always been excluded from the bargaining unit and at some time are transferred to a position within the bargaining unit shall be given seniority dating only from the date of transfer to the bargaining unit.

Article L19.00 – Union Committee

- L19.01 The Board acknowledges the right of the Union to elect or otherwise appoint a body to be composed of ten (10) employees who shall be known as stewards. The Board will recognize and bargain with a regularly elected Committee of five (5) selected from the ten (10) stewards to be known as the Negotiating and Grievance Committee. This committee will deal with any matters properly arising from time to time under the terms of and during the continuation of this Agreement. Any steward may act as an alternate in the absence of one of the five (5) Negotiating and Grievance Committee members. One of the five (5) Negotiating and Grievance Committee members will be the representative present at any formal grievance meetings.
- L19.02 The Union recognizes and agrees that the stewards, as set out in Article L19.01 have regular duties to perform in connection with their employment, and therefore, the business of administering this Agreement will be attended to with the least possible interference with their regular duties.
- L19.03 **Absence from Regular Duties for Bargaining Unit Business**
A steward/committee member will obtain permission from their immediate supervisor, or the applicable Manager if unable to contact the supervisor, before leaving regular duties and will give a reasonable explanation as to the length of time spent in the performance of Bargaining Unit duties. Such permission shall not be unreasonably withheld.
- L19.04 It is agreed that stewards shall be recompensed at their current hourly base rate for time spent in negotiations during working hours up to and including the Conciliation Officer stage.
- L19.05 The Union agrees to supply the Board with the names of the members of each committee and to keep such lists up to date at all times.
- L19.06 It is mutually agreed that employees shall not be eligible to serve as stewards or as members of any committee established under this Agreement until they have had six (6) months' service with the Board.

Article L20.00 – Leaves of Absence

L20.01 Pre-Planned Leave of Absence Without Pay for Union Business

1. Where an employee in the bargaining unit is elected or appointed as President or Vice-President of the Local, the Union will submit a request for an unpaid leave of absence (up to full-time) to the Superintendent responsible for People and Culture or designate. Such a leave will be granted and, where the Union requests that the Board administer pay, benefits and sick leave arrangements for the employee during the leave, that will be attended to, as follows:
 - (i) salary will be paid as directed by the Local, and
 - (ii) benefit participation and sick leave accrual may be continued in accordance with the appropriate collective agreement.

These arrangements are subject to timely re-imbusement, by the Local, of salary and benefit costs. The Local will report the employee's sick leave usage on a monthly basis.

2. **Release for WSIB Representative**

Where an employee in the bargaining unit is elected or appointed as CUPE WSIB Representative of the Local, the Union will submit a request for an unpaid leave of absence (up to full-time) to the Superintendent responsible for People and Culture or designate. Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement. This is subject to the timely re-imbusement, by the local, of the salary and benefit costs. The local will report the employee's sick leave usage on a monthly basis.
3. Where an employee in the bargaining unit is elected or appointed as Secretary-Treasurer of the Local, the Union will submit a request for an unpaid leave of absence (up to full-time) to the Superintendent responsible for People and Culture or designate. Such a leave will be granted and, where the Union requests that the Board administer the pay, benefits and sick leave arrangements for the employee related to the leave, the Board will continue the salary, benefits and sick leave arrangements in accordance with the appropriate collective agreement. This is subject to the timely re-imbusement, by the local, of the salary and benefit costs. The local will report the employee's sick leave usage on a monthly basis.
4. The Union will submit a request for an unpaid leave of absence for the employee in the bargaining unit who is elected or appointed as Unit Chairperson (up to full-time) to the Superintendent responsible for People and Culture or designate. Such a leave will be granted and, where the Union

requests it, the employee will continue to receive their regular salary and benefits, subject to timely re-imbusement of salary and benefit costs by the local.

5. No more than two (2) stewards/committee members of the bargaining unit will be granted an unpaid leave of absence for union business on behalf of the bargaining unit at any one time, except for purposes of a Union provincial or national convention or meeting, in which case up to four (4) committee members will be approved for leave up to a maximum of fifteen (15) days each to attend. Requests for additional days off for union business for union stewards will be considered on a case-by-case basis.
6. Should an employee in the bargaining unit be elected or appointed to a National or Provincial union committee the Union shall submit a request for leave. Such a leave will be granted and, where the Union requests it, the employee will continue to receive their regular salary and benefits, subject to timely re-imbusement of salary and benefits by the local.
7. For any bargaining unit member on a Pre-Planned Leave of Absence for Union Business, the bargaining unit member's position may be replaced on a casual/or temporary basis, as deemed appropriate.

L20.02 The Board may grant a leave of absence, without pay and without loss of seniority or occupational classification, to an employee who requests such leave, for good and sufficient cause. Except in extenuating circumstances, applications for leave of absence shall be submitted to the employee's Supervisor/Manager at least two (2) weeks prior to the commencement of such leave and an answer to an application will normally be given in writing within seven (7) calendar days.

L20.03 The Board will grant a leave of absence for up to two (2) years to any employee who requests such a leave by reason of election or appointment as an officer of the Union. Such leave shall be without pay and without loss of seniority or occupational classification. Requests for further leaves will be considered on a case-by-case basis.

- L20.04
- (a) For employees requiring a leave of absence for the purpose of filling a political office, the Board agrees to grant a leave of absence, without loss of seniority held at time of leave plus three (3) months and without pay, for a period not to exceed the term of office or four (4) years, whichever is less.
 - (b) Such leave must be requested in writing at least one (1) month prior to the commencement of such leave. Upon return the employee shall be placed on such work as the employee is fully capable of performing and to which the employee is entitled by reason of seniority.

L20.05 When an employee is summoned for jury duty or subpoenaed by the Crown, the Board agrees to compensate the employee for the difference between the pay the employee would have received while working and the fee received from the Court.

The Board will continue to pay the employee their wages, and the employee will remit to the Board the fee received from the Court. An employee chosen for jury duty must notify the Head of Facilities Services or designate immediately.

Those working a regularly scheduled afternoon shift will not be expected to report to work if summoned during that day.

L20.06 Salary for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health and is not chargeable to sick leave. Notwithstanding the foregoing, an employee who is temporarily prohibited by their physician from entering a particular area or building due to the presence or suspected presence of an organism or illness of a temporary nature shall so notify the Superintendent responsible for People and Culture or designate, and may be re-assigned as necessary during the period of prohibition. The employee shall be responsible for providing the Board with a medical certificate stating the reason for the prohibition, the nature of and reason for the concern, and the time period for which re-assignment may be necessary.

L20.07 (a) Pregnancy Leave

Upon written request, pregnancy leave, without pay, shall be granted in accordance with the *Employment Standards Act*. Where possible, the employee must give the Board at least two (2) months written notice of the date the leave is to begin, along with a certificate from a legally qualified medical practitioner stating the expected date of delivery. The pregnancy leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work. In any event, a pregnancy leave shall commence no later than the earlier of the employee's due date or the date the child is born.

(b) Parental Leave

Upon written request, parental leave, without pay, shall be granted in accordance with the *Employment Standards Act*. Where possible, the employee must give the Board at least two (2) months written notice prior to the start of the parental leave. The parental leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of the return to work.

(c) Provisions Applicable to Both Pregnancy and Parental Leave

- (i) Seniority shall continue to accrue during the statutory length of the pregnancy or parental leave in accordance with the *Employment Standards Act*.
- (ii) During pregnancy or parental leave, an employee's entitlement to benefits is in accordance with the CUPE Education Worker Benefits Trust.

- (iii) Where an extended leave has been granted, the employee's continued entitlement is in accordance with the CUPE Education Workers Benefits Trust.
 - (iv) Where a pregnancy or parental leave is granted under the provisions of the Employment Standards Act, the employee shall return to the job vacated at the commencement of the leave. Where the position no longer exists, the employee will be returned to the same job classification if available or to a job classification in a lower wage group as a temporary measure, but shall be returned to the job classification vacated at the commencement of the leave when a full-time vacancy occurs.
 - (v) Vacation entitlement shall continue to accumulate in the normal fashion during the statutory length of the pregnancy and parental leave.
 - (vi) Sick pay shall not be payable during the leave.
- (d) Extended Leave

An employee may request an extension to a pregnancy and/or parental leave, without pay, for a maximum total leave of up to twenty-four (24) months. An employee must apply in writing for the extended leave not later than four (4) weeks in advance of the commencement of the leave. It is understood that a leave under 20.02 may not follow a Pregnancy/ Parental/Extended leave. It is also understood that Benefits coverage during the extended leave is in accordance with the CUPE Education Worker Benefits Trust.

Seniority shall continue to accrue during this extended leave.

L20.08 (a) Maternity Benefits/SEB Plan

- (i) 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).
- (ii) 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.
- (iii) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, mid-winter break, etc.), the full eight (8) weeks of top up shall continue to be paid.

- (iv) 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.
- (v) 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.
- (vi) Employees not defined above have no entitlement to the benefits outlined in this article.

(b) Supplemental Employment Benefits (S.E.B.) Plan for Parental Leave

It is understood by both parties to this Agreement that the S.E.B. Plan set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and Procedures. In the event of amendment to those E.I. Regulations and Procedures, these S.E.B. provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities.

1. The object of this S.E.B. Plan is to supplement the E.I. benefits from the Canada Employment and Immigration Commission for temporary unemployment caused by pregnancy leave or parental leave.
2. This Plan covers the employees covered by the Collective Agreement between C.U.P.E., Local 218 (Custodial) and the Durham District School Board.
3. The other requirements for receipt of S.E.B. are:
 - a. the employee must be eligible to receive E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission.
 - b. an application for S.E.B. must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim (in the form of their E.I. benefit stub and/or by obtaining a computer report from the Commission) indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.
 - c. the employee shall sign an agreement with the Board indicating:
 - i. that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the employee's pregnancy leave or adoption

leave (and any subsequent additional leave granted by the Board under the terms of the Collective Agreement) for a minimum period of three (3) months.

- ii. that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under this S.E.B. Plan.
4. An employee must have applied for and be in receipt of E.I. benefits in order to receive payments under this S.E.B. Plan.
 5. An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a S.E.B. A S.E.B. payment shall be made only when it has been verified that the employee has applied for and is in receipt of E.I. benefits.
 6. An employee shall not have the right to a S.E.B. payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
 7. Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this Plan.
 8. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the employee's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week the total amount of the S.E.B., E.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.
 9. The one (1) -week waiting period before E.I. benefits commence is the maximum number of weeks for which a S.E.B. is payable.
 10. This Plan shall remain in effect for the term of the Collective Agreement.

L20.09 Special Leave

An employee shall be granted leave of absence, with pay, for periods of up to an annual maximum of two (2) days, one (1) day per occurrence, for special or compassionate reasons, subject to the approval of the Superintendent responsible for People and Culture, or designate where such leaves occur during a scheduled workday. For the purpose of this paragraph, year is defined as September 1st to August 31st.

Special Leaves are:

1. to attend the graduation exercise of the employee, spouse or child from a recognized course of study from a secondary school, college or university;
2. to attend the birth or homecoming of the employee's child;
3. to write examinations to upgrade the employee's employment qualifications;
4. to attend a funeral of a close friend.
5. moving to a new place of residence on the day of the move, limited to once per year.
6. to observe religious holidays. Eligibility for religious holidays under this article is understood to apply to holy days for any religion which is recognized as being permanently established both as to the continuity of its existence and as to its rights and ceremonies;
7. voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three (3) consecutive hours free from work; and
8. attendance at Indigenous cultural/ceremonial events.

L20.10 Leaves under the Employment Standards Act

A bargaining unit member is entitled to Family Medical Leave (s.49.3), Critically Ill Child-Care Leave (s.49.4), and Personal Emergency Leave (s.50) and all leaves of absence under the *Employment Standards Act* without pay, subject to the eligibility requirements and terms for each leave as specified in the *Act* and Article C12.00, where applicable.

L20.11 Educational Leave

For an employee requiring a leave of absence to attend an educational institution on a full-time basis to upgrade education, the Board agrees to grant a leave of absence, without pay and without loss of seniority held at time of leave, plus twelve (12) months, for a period not to exceed two (2) years.

The additional education sought must be related to their current position or a role with the Board they are seeking to become qualified for in order to be approved.

Article L21.00 – Vacations

L21.01 Vacations: Full-time Custodians and Maintenance Personnel General:

Continuous employment is measured from the date the employee is officially placed in a permanent full-time or part-time position.

- (a) Employees with less than one (1) year's continuous employment with the Board shall be allowed a vacation with pay in accordance with the Employment Standards Act, Ontario.
- (b) A full-time employee who has completed one (1) year of continuous full-time

employment as of July 1st shall be allowed two (2) weeks' vacation with pay, but in any case, shall receive not less than that provided under the Employment Standards Act.

- (c) A full-time employee who has completed three (3) years of continuous full-time employment as of July 1st shall be allowed three (3) weeks' vacation with pay.
- (d) A full-time employee who has completed eight (8) years of continuous full-time employment as of July 1st shall be allowed four (4) weeks' vacation with pay.
- (e) A full-time employee who has completed seventeen (17) years of continuous full-time employment as of July 1st shall be allowed five (5) weeks' vacation with pay.
- (f) A full-time employee who has completed twenty-four (24) years of continuous full-time employment as of July 1st shall be allowed six (6) weeks' vacation with pay.
- (g) The Board may require vacations in excess of three (3) weeks to be taken at some time other than in July or August.
- (h) A regular employee voluntarily leaving the service at any time in the holiday year before vacation has been taken shall be paid in accordance with the following schedule:
 - (i) Those employees entitled to receive two (2) weeks' vacation or less to receive four percent (4%) of regular salary to date of termination in current vacation year.
 - (ii) Those employees entitled to receive three (3) weeks' vacation to receive six percent (6%) of regular salary to date of termination in current holiday year.
 - (iii) Those employees entitled to receive four (4) weeks' vacation to receive eight percent (8%) of regular salary to date of termination in current holiday year.
 - (iv) Those employees entitled to receive five (5) weeks' vacation to receive ten percent (10%) of regular salary to date of termination in current holiday year.
 - (v) Those employees entitled to receive six (6) weeks' vacation to receive twelve percent (12%) of regular salary to date of termination in current holiday year.

- L21.02
- (a) All annual vacations provided for in this Agreement shall, as a general rule, be taken during July and August in any year. Employees may take vacation outside of July and August where approval shall be subject to operational needs. Vacation entitlement will be calculated as of July 1st of each year.
 - (b) The Employer shall circulate the vacation entitlement list by April 1st. Employees shall sign up for their vacation requests by April 15th in order that the Board can endeavour to resolve conflicts prior to posting of the approved list by May 22. In the event of conflict in vacation times, the employee with the greatest seniority shall be given preference.
 - (c) An employee who fails to sign up by April 15th shall have their request considered on the basis of priority by date of request, but may not displace another employee whose request has already been approved. Requests received after April 15th but before May 22nd will be responded to within ten (10) working days of May 22nd. Requests received after May 22nd will be responded to within ten (10) working days of receipt of the request.
 - (d) An employee's vacation period must be taken in blocks of one (1) or more weeks within the following vacation year except with respect to individual days occurring as a result of a paid holiday falling within the vacation period. Notwithstanding the foregoing, employees with three (3) or more weeks of vacation entitlement will be permitted to take up to five (5) vacation days a year as individual days; employees with five (5) or more weeks of vacation entitlement will be permitted to take up to ten (10) vacation days a year as individual days subject to operational and scheduling needs. Further, it is understood that an employee's vacation may start on any day of the week.
 - (e) All employees who report to the Manager of Custodial Services or the Manager of Purchasing or designate, shall, as a general rule, schedule and take their vacation during July and August in any year. However, an employee entitled to three (3) or more weeks' annual vacation may, with the prior approval of the Manager, take one (1) or more weeks of the additional vacation at a time other than July or August. Vacation taken at a time other than July or August may be taken in one (1) week blocks, but not consecutive blocks, unless taken in conjunction with the winter and March school breaks, in which case an employee may schedule two (2) consecutive weeks including the school break.
 - (f) All employees who report to the Manager of Maintenance Services or designate may take up to four (4) weeks of their annual vacation during July and August.
 - (g) In the event a paid holiday falls within an employee's regular vacation period, the employee shall be granted a day off with pay in addition to regular vacation time.

- (h) Ten (10) month employees will receive the winter and mid- winter breaks with continuation of normal pay taking into account the statutory holidays which fall during these periods. Should a further positive adjustment be necessary, it shall be made on the first pay in June. Should a negative adjustment be necessary it shall be divided equally and deducted from the last two (2) regular pays in June.

Where an employee is entitled to vacation pay prior to commencing pregnancy/parental leave, the Board agrees to delay payment of the vacation pay owing upon commencement of the leave to the first pay after the employee returns to work following the leave.

L21.03 Unscheduled Leave

Where an employee is granted an unscheduled leave for illness, bereavement or any other purpose and such leave commences immediately prior to the commencement of the employee's scheduled vacation, the vacation period shall be rescheduled upon the employee's return to work after the completion of the unscheduled leave.

- L21.04 If an employee becomes hospitalized during a vacation period, as a result of accident or illness, or suffers a qualifying bereavement under paragraph L29.01, the days involved shall not be counted as vacation time provided that the employee submits appropriate proof of such bereavement, or a medical certificate in the case of hospitalization. In the latter instance, sick days will be charged if available. Vacation days displaced as a result of hospitalization or qualifying bereavement shall be credited back to the employee. Subject to scheduling, operational needs, and with the approval of the supervisor, the vacation period may be appropriately extended, or the vacation days may be rescheduled at a later date in accordance with the provisions of this Article.

L21.05 Pro-Rating of Vacation Time and Payment

Where an employee is absent without pay, including while on LTD or being paid directly by WSIB, or has exhausted all sick leave benefits during the vacation year, the vacation time and pay owing to the employee, subject to WSIA requirements, shall be calculated based on the applicable percentage [per article L21.01(h)] of regular salary divided by the employee's regular daily earnings.

Article L22.00 – Paid Holidays

- L22.01 The Board agrees to pay each full-time employee a sum equivalent to the employee's current daily rate of pay (or part thereof in the case of a half-day holiday) for the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Heritage Day (if declared by Federal Government)	Remembrance Day
Good Friday	Half day prior to Christmas Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Half day prior to New Year's Day
Civic Holiday (August)	

Should the Federal or Provincial government enact legislation proclaiming any additional statutory holiday(s), it shall be recognized in this Collective Agreement in accordance with legislated requirements.

- L22.02 In order to qualify for the above paid holidays, the employee must be at work for their normal complete shift prior to and following the day of the holiday.
- The only exception to the above will be for leave of absence granted in writing or proven illness either the day before or the day after the holiday.
- L22.03 Where a holiday falls on a Saturday or a Sunday, employees will be granted a day's pay or a day off with pay in lieu of the holiday.
- L22.04 Employees required to work on any of the above noted holidays shall be paid at the rate of double time for actual hours worked in addition to holiday pay.
- L22.05 To be eligible for a paid holiday an employee must have completed three (3) months as a probationary employee employed to fill a permanent vacancy including time credited under Article L13.03 to a maximum of three (3) months.
- L22.06 Should schools remain open on Remembrance Day, the Board and the Union shall agree upon a "Floating Holiday" to be taken at another time in lieu of Remembrance Day.
- L22.07 If Heritage Day is not declared by the Federal Government as a National Holiday, the Board and the union shall agree upon a "Floating Holiday" to be taken at another time in lieu of this day.

Article L23.00 – Vacations and Holidays - Part-Time Employees

- L23.01 It is agreed by the parties to this Agreement that regular part-time employees shall receive a vacation and holiday allowance in an amount proportional to the amount of time normally worked by them in comparison with the normal work week in effect for custodial or maintenance staff and provided the employees meet the requirements as set out in Articles L21.00 and L22.00. In explanation of the above, for specified holidays listed in Article L22.00, the employee will be paid the regular hourly rate for the number of hours normally worked in the four (4) week period

while schools are operating preceding each holiday. In the case of Civic Holiday and Labour Day, the employee shall be paid the regular hourly rate for the number of hours worked on the day before the specified holiday.

Article L24.00 – Tools, Equipment and Cleaning Materials

L24.01 The Board will supply all tools, equipment and cleaning materials necessary to carry out the work required in maintaining the schools.

Article L25.00 – Uniforms and Safety Footwear

L25.01 A \$214.82 voucher will be provided annually to Custodians Maintenance Employees, and Cleaners, for the purpose of purchasing Board approved apparel and/or safety footwear. The voucher will be provided by no later than October 1 of each year. It is understood that safety footwear must be purchased at least once every two years, and that Board approved uniforms must be worn while on duty. A \$214.82 voucher will also be issued for new hires, on the understanding that this first voucher will be used for approved apparel. All bargaining unit members, including temporary and probationary employees must wear CSA approved safety footwear at all times while on duty. Further, the Board will provide overalls to schools and maintenance employees as required.

L25.02 The employees will be responsible for the full cost of alterations, cleaning and maintenance of the uniforms.

L25.03 It is understood that employees who have been issued uniforms shall wear these uniforms while on duty and that Board identification crests must not be removed from any uniforms or parts thereof supplied by the Board.

L25.04 Employees in the Security Monitor classification are exempt from the requirement to wear uniforms and safety footwear, as well as the entitlement to uniform allotment and footwear allowance.

Article L26.00 – First Aid Kits

L26.01 First aid kits shall be supplied and maintained by the Board and kept in places easily accessible to all employees.

Article L27.00 – Sick Leave Reporting

L27.01 Full-Time Custodians and Maintenance Personnel (see C6.00)

An employee who, because of illness or injury, is unable to report for work at the regular hour must notify the Head of Facilities Services, or such other person as may be designated, before the regular starting time in time to get a replacement and to qualify for sick pay allowance. Employees who have been absent for more than one (1) day shall be required to call in prior to reporting for work.

Article L28.00 – Sick Pay Allowance - Part-Time Personnel

L28.01 Sick Leave for Regular Part-Time Employees (see C6.00)

Article L29.00 – Bereavement

L29.01 An employee shall be allowed five (5) successive working days (not including weekends) for leave of absence, with pay, on notification of the death of an employee’s spouse/common law, child, parent, sister or brother. Bereavement leave for up to a maximum of three (3) successive working days (not including weekends), with pay, may be granted for the purpose of making the arrangements for or attending the funeral or a formal memorial service upon the death of an employee’s step sister, step brother, mother-in-law, father-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, grandchild and any other person normally in residence with the employee as part of the family unit.

Additional days travelling time without pay may be granted if required.

Should the funeral or formal memorial service not take place within the granted days, an employee may make a written request to the Superintendent responsible for People and Culture or designate to have one (1) of the allotted days held back for use on the actual day of the funeral or formal memorial service where such will occur on a scheduled work day.

Article L30.00 – Retirement Gratuity

NOTE: 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.

L30.01 A regular full-time employee with a minimum of ten (10) years continuous employment or its equivalent with the Board, retiring at their normal or earlier retirement date shall be granted a gratuity based on the employee's sick leave reserve, years of service, and salary at retirement according to the following schedule:

Years of Service	Maximum Gratuity
10	20% of the unexpended portion of sick leave reserve at the salary rate on retirement date

plus two percent (2%) for each additional year of service up to a maximum of fifty percent (50%) for twenty- five (25) years or over. This gratuity will be paid in one sum at the time of retirement or in April of the year following retirement provided

that, if the employee wishes the gratuity on retirement, the Board must be so advised in writing before December 31 of the preceding year.

- L30.02 In the event of the death of an employee, either before or after retirement but before receiving the benefits of the retirement gratuity as provided under Article L30.01, such benefits will be paid to the employee's estate.
- L30.03 Any gratuity payable under this plan shall not exceed an amount equal to the retiring employee's salary or other remuneration for the six (6) month period last worked. The amount in any event shall not exceed that permitted by the Education Act.
- L30.04 A retiring employee, as referred to in Article L30.01 above, is interpreted as being one (1) who ceases to be employed by the Board on account of age or ill health, and is not resigning to take another position or being dismissed for cause.
- L30.05 It is understood that retirement gratuity is not a severance payment, and is not payable in any instance except where an eligible employee dies, or retires having applied for, and with the intention of, taking a pension.

Article L31.00 – Job Posting Procedure and Promotions

- L31.01 When the Board decides to create a new position or declares a job vacant, the Board will electronically post the position to the Board's online posting system for ten (10) working days and copy the Union.
- (i) If a successful applicant is found unsuitable within six (6) months from the date of starting the position, they will be transferred to an available vacant position but may not move back automatically to their previous position. If the successful applicant elects to leave the new position or is found to be unsuitable within a two (2) week period of having been placed in the new position, they shall return to the position vacated and the applicant who would have been selected next from those interviewed for the vacancy will be offered the position.
 - (ii) Vacancies will not be posted during the months of July and August, but the Board shall be free to arrange to have any necessary work done during that period with whatever means are at the Board's disposal.
 - (iii) Postings shall contain the following information: classification title, qualifications required including job knowledge, education, shift, hours of work, and applicable wage or wage range.
 - (iv) Permanent full-time employees shall be given preference for full-time vacancies. Permanent part-time employees shall be given preference for part-time vacancies.

Any advertised vacant posting shall be filled as expeditiously as possible where there have been internal candidates. Employees who are appointed to permanent placements shall be so notified in writing.

All positions shall be posted internally prior to going external. All permanent bargaining unit employees who apply to externally posted positions shall be treated as external candidates.

L31.02 Applicants for posted vacancies will be considered on the basis of ability, qualifications, merit and experience with the Durham District School Board and its predecessors, and where two or more applicants are capable of performing the job and are deemed to be equal as to the above factors, seniority shall be the determining factor.

Normally, within ten (10) working days of the close of the posting date, all applicants and the Union will be notified as to the name of the successful applicant.

An employee who has applied for a new position or vacancy in accordance with Article L31.02 and has not been successful may request a debriefing session with the Board. The debriefing shall be held within fifteen (15) days of the request. Where an employee requests union representative in attendance, they will be invited.

NOTE 1: In any job posting, the senior candidate will be offered the position, without an interview, in circumstances where:

- (a) for that candidate, the job represents a lateral move, within the same position:
- (b) there are no outstanding employment concerns in relation to attendance history, disciplinary record or work performance: and,

NOTE 2: With respect to sub-paragraph (a) above, it is understood, in the case of a Lead Custodian, that a lateral move includes a move to a lesser number of classrooms; in addition, where a Lead Custodian has more than two (2) years' experience as a Lead Custodian in a higher category, a lateral move would include a move to that greater number of classrooms.

L31.03 If no applications are received by 10:00 a.m. on the fifth (5th) working day following the date of posting, the Board may start proceedings to secure applications from outside labour sources. This in no way shall limit the Board from hiring temporary employees to fill the vacancy while the posting is being processed.

L31.04 The Board reserves the right to hire external candidates provided that in its opinion the internal applicants are not capable of performing the work required. If, in the opinion of the Union, the Board has not considered all of the relevant factors, the matter may be subject to the grievance procedure.

L31.05 It is agreed that successful applicants of the job-bidding procedure will not be permitted to re-apply for a period of one (1) year except by written permission of the Board.

L31.06 Acting Lead Custodian Position

A Custodian interested in obtaining an Acting Lead Custodian position shall submit a completed Request for Acting Lead Custodian Position form, by the Board prescribed deadlines, to the Manager of Custodial Services. Vacancies will be filled in accordance with the terms and conditions contained on the Request for Acting Lead Custodian Position form.

L31.07 Temporary Summer Lead Custodial Vacancies

When a vacancy arises because the Board decides to fill in for a Lead Custodian for a period exceeding two (2) calendar weeks during the summer months, the Board shall permit an employee in the custodial classification to transfer to fill the vacancy in preference to using a temporary employee as a replacement. Prior to each summer period, employees shall be invited to state their desire to be so considered and the Board will consult with such employees as required when a vacancy occurs. It is understood that employees within the particular school will receive preference before any transfers or hirings are considered.

A list(s) of names of temporary acting Lead Custodian (in and out of area) will be copied to the Union by October 1st and February 1st.

L31.08 Employees who are absent due to illness or accident shall maintain their position and location for a two (2) year period following initial receipt of Long-Term Disability and/or Workplace Safety and Insurance Board benefits. During this time the Board shall fill the assignment with a temporary employee on a temporary basis. In the event the absent employee does not return to work after this timeframe, the position shall be posted as a vacancy.

Should the employee recover and be capable of performing the job in the classification previously held, the employee shall be entitled to fill any suitable vacancy in that classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the least senior employee in that classification within the geographic area, provided the employee has greater seniority.

L31.09 If an employee is absent from work through illness or injury and the parties agree that such absence will, in all probability, be in excess of six (6) months, the vacancy created by such employee's absence shall be filled in accordance with Article 31.06 of the Collective Agreement or by hiring an employee to fill the regular complement of staff.

Upon return of the absent employee, employees affected will revert to their original positions subject to Article L15.00. The foregoing is not intended to operate under or be affected by Article L31.08.

Article L32.00 – Hours of Work and Overtime

- L32.01 This article is not to be construed as a guarantee of hours of work per day or per week.
- L32.02 The normal hours of work for full-time employees in the bargaining unit shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusive.
- L32.03 All hours worked in excess of eight (8) hour per day or forty (40) hour per week shall be paid at the rate of time and one-half the employee's regular straight time rate of pay. Time absent by an employee due to illness, during regularly scheduled hours, or on a recognized paid holiday under Article L22.00, shall be counted as time worked for the purpose of calculating hours worked under this clause.
- L32.04 Any hours worked for which extra compensation is paid, such as school checks, week-end firing, or emergency call-backs shall not be considered as overtime hours worked.
- L32.05 When an employee is required to perform work after regular working hours for outside organizations using the facilities of the school, the employee shall be paid at the rate of time and one-half the employee's normal rate of pay, converted to an hourly rate, Monday to Saturday inclusive, and double time on Sunday. However, it is clearly understood that where regularly scheduled Saturday or Sunday programs sponsored by the Durham District School Board, or by the Recreational Commission, which extend to at least a ten-week period are required, the Board may require regular employees to work at the premium rate stipulated by this clause or may have part-time employees work at straight time rates so long as such work does not reduce the normal working hours of regular employees.
- L32.06 The hours of work for part-time employees shall be set in accordance with the requirements of the Board, with overtime applying for any work performed over eight (8) hours per day or forty (40) hours per week. Time absent by an employee due to illness, during their regularly scheduled hours, or on a recognized paid holiday under Article L22.00, shall be counted as time worked for the purpose of calculating hours worked under this clause.
- It is further understood that during the March break, summer break, and winter break, part-time employees shall be allowed to work their allotted hours in eight (8) hour shifts if the employee so desires.
- L32.07 Overtime shall be distributed as equitably as possible among those employees performing the work within the school or within a maintenance classification. In the event of absenteeism where fill-in is required, overtime will be offered to existing staff if no floater/casual help is available. Where such overtime is required, the

overtime will be first offered to the employees within the Supervisor's area of jurisdiction. For the purpose only of determining an employee's entitlement to overtime, overtime which has been scheduled and refused shall be considered as overtime worked by that same employee.

L32.08 Standard Hours During School Holidays

During school holidays, namely the winter break, March break and the summer months, (July 1st to the first day of the school year calendar for that location), the hours shall be (including a half-hour unpaid lunch):

Day Shift, Monday to Friday, shall commence between 6:00 a.m. and 7:00 a.m. and shall end between 2:30 p.m. and 3:30p.m.

Where a school is running a childcare facility or summer school programming, a Mid-Day shift will be established, and the hours shall be (including a half-hour unpaid lunch):

Mid-Day Shift, Monday to Friday, shall commence between 10:30 a.m. and 11:30 a.m. and shall end between 7:00 p.m. and 8:00 p.m.

In determining the employee in each location, where there is a childcare facility or summer school programming, to be scheduled for the above Mid-Day Shift, the shift will first be offered to all staff at that location based on seniority and on a voluntary basis for the duration of a particular school holiday period. If no volunteers come forward from that location then it will be assigned to casual staff.

In the case of a statutory holiday falling in the Monday to Friday period, it shall be counted as eight (8) hours and the balance of the work week must still equal thirty-two (32) hours.

L32.09 Hours of Work

(a) Secondary Schools

The hours of work for Custodians and Lead Custodians in the secondary schools shall normally be within the following ranges:

Day shift shall commence between 6:00 a.m. and 7:30 a.m. and shall end between 2:30 p.m. and 4:00 p.m. (including a half-hour unpaid lunch).

Afternoon shift Monday-Thursday: shall commence between 2:30 p.m. and 3:30 p.m. and shall end between 10:30 a.m. and 11:30 p.m. (including a half-hour unpaid lunch).

Friday: 1:00 p.m. to 9:00 p.m. (including a half-hour unpaid lunch).

(b) Elementary Schools

The hours of work for Custodians and Lead Custodians in the elementary schools shall normally be within the following ranges:

Day shift shall commence between 6:00 a.m. and 7:30 a.m. and shall end between 2:30 p.m. and 4:00 p.m. (including a half-hour unpaid lunch).

Afternoon shift Custodians who regularly work on the second (afternoon) shift in a two (2) custodian (or more) elementary school shall be scheduled (including a half-hour unpaid lunch):

Monday through Thursday - 2:30 p.m. to 10:30 p.m.

Friday - 1:00 p.m. to 9:00 p.m.

(c) Accommodation for Community Use of Schools

It is understood that the Board may alter particular Friday shifts to accommodate the community use of schools.

(d) Permanent Shift Arrangements

Where all custodians in a school agree to a permanent shift arrangement [i.e. days or nights] for custodians in the school, the Custodial Supervisor, in consultation with the Manager of Custodial Services, may approve the arrangement, which may be discontinued at any time in the sole discretion of the Board or in the event an employee in the school withdraws their agreement to the arrangement, with two (2) weeks' notice to the employees. Permanent shift arrangements will not apply to Lead Custodian positions; and secondary position postings shall continue to state that shift rotation is required.

L32.10 Custodians scheduled to work overtime for school or community functions and reporting for such overtime will be guaranteed pay for the time so scheduled up to a maximum of two and one-half (2½) hours at straight time rates.

L32.11 In the event of staff shortage on the day shift in an elementary school, if the Board decides to re-assign an employee to that shift, the re-assignment will be offered first to afternoon staff assigned to that school. If a shortage still exists, the senior employee at the designated high school shall be offered the opportunity to fill the shortage unless that would create an operational problem at the secondary school. If no employee accepts the assignment, an employee from the designated secondary school must fill the shortage on a rotational basis. The employee from the designated secondary school who is placed in the assignment shall normally fill it for a period of up to five (5) days, and on the next work day the shortage would be filled from the Acting Lead Custodian List, Article L31.06. For clarity, the use of the word "normally" means that in reasonable circumstances it is permissible for the

employee from the designated secondary school to continue in the position on a day-to-day basis for more than five (5) days without the shortage being filled from the Acting Lead Custodian List.

L32.12 Cleaners will be offered additional work opportunities, where appropriate and available.

Article L33.00 – General Provisions

L33.01 Vehicle Allowance

Employees required to use their own vehicles for business purposes will be reimbursed for mileage at the Board approved rate as per Board policy and procedure.

Painters required to use their own vehicles to report to work at locations more than six (6) miles from their base work locations will be reimbursed for mileage at the Board approved rate.

Maintenance employees required to carry tool boxes or heavy tools or equipment in their cars will be reimbursed for mileage at the Board approved rate plus \$0.05 per kilometer.

L33.02 New Classifications

In the event that new jobs are created or a new classification arises or significant changes in duties are made in an existing classification, it is agreed between the parties that such new job or classification shall be evaluated in accordance with Article L33.03 and paid as per Appendix A.

L33.03 Job Evaluation

Except as otherwise provided for in this Collective Agreement, job evaluations shall be conducted in accordance with, and subject to, the Job Evaluation Terms of Reference as agreed to by the Board and the Union.

The Board will make the Job Evaluation Terms of Reference document available to employees. For clarity, notwithstanding this article, the Job Evaluation Terms of Reference document, as agreed to by the Board and the Union, does not form part of the Collective Agreement.

L33.04 Credit Union

The employer agrees to deduct authorized credit union contributions from each pay and to remit such to one of the two (2) recognized credit unions within one (1) week of the date of the deduction.

L33.05 Contracting Out

In order to provide job security for the members of the Bargaining Unit, the Board agrees that no employee with seniority will be laid off as the result of work or services presently performed being contracted out, or disappearing because of mechanization or technological changes.

L33.06 Staffing Complement

The staffing complement in the Custodial/Maintenance Bargaining Unit will not be reduced below 412/38 FTE. The custodial staff complement will be discussed with the Union at Labour/Management as the Board's accommodation plan is implemented. An increase in the net number of buildings maintained by the custodial group will be reflected in an increase in the complement number of custodians in the Board. By November 15th of each year, the Head of Facilities Services or designate will provide the Union with the total complement allocation for the Custodial and Maintenance groups. Questions about the per school allocation of staffing will be discussed, as requested, at the Labour Management Committee.

L33.07 Part-Time Employment

Part-time employment is defined as being less than forty (40) hours of work per week. For employee benefit purposes, it is defined in accordance with the employee benefit booklet.

L33.08 Transfers from one School to Another

An employee wishing to transfer from one school to another, shall write to the Head of Facilities Services or designate, setting out their desire to be transferred to a particular school or location. Such transfers will be considered on the basis of the date the request was received rather than by virtue of seniority. It is understood that all employees request for transfers will be considered prior to the Board deciding to hire any new employees. Employees who are transferred in accordance with this provision will not be permitted to request another transfer for a period of one (1) year, except by written permission of the Board. Transfer requests to a new school can only be made when the Lead Custodian's job has been posted.

L33.09 Class A Driver's License

Where an employee is required, as a condition of employment, to hold a Class A Driver's License, the Employer will reimburse the employee for fees charged by a physician for the completion of any forms required for renewal of the license. Reimbursement is subject to presentation of a receipt.

L33.10 Criminal Background Checks/Offence Declarations

The Board is required by law to collect Criminal Background Checks and Offence Declarations on its employees in accordance with the regulations of Ontario. With the cooperation of the employees, the Board shall collect and manage personal documents and information including criminal background checks and Offence Declarations, in a secure manner that provides for confidentiality and privacy for employees. Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject to a grievance.

L33.11 Hold and Secure/Lockdown

In the event of an emergency where the school/work site has been placed into hold and secure, or locked down, and the members are required to stay beyond their normal working hours, they will be compensated at time and one-half for the additional hour(s), where such additional hours would otherwise have qualified as overtime.

L33.12 Personal Contact Information

It is a bargaining unit member's responsibility to update the Board with respect to any changes to personal contact information including, but not limited to, current residential address and primary phone number.

L33.13 Pay Equity Plan

The Board shall provide the Union with an annual pay equity plan for the bargaining unit by no later than April 30th, unless another date is mutually agreed upon.

L33.14 Supervision

In no case shall general student supervision be assigned to a classification or position in this bargaining unit where supervision is not a core duty of that classification.

This does not diminish any employee's obligation to assist in extenuating circumstances or in emergency situations under the Education Act.

L33.15 The Board to provide a list of those employees on leaves of absence, including WSIB, LTD, etc. to the Union twice per year as requested.

Article L34.00 – Shift Premium

L34.01 The shift premium for work performed on the afternoon shift and/or night shift is \$0.73.

The shift premium is not to be added to the employee's rate when calculating overtime.

- L34.02 An employee will be paid the shift premium if the employee's regular shift commences at 4:00 p.m. or later or if the majority of the hours of the employee's shift are worked after 4:00 p.m. An employee will be paid the shift premium if the employee's regular shift commences at midnight or later or if the majority of the hours of the employee's shift are worked after midnight.

Article L35.00 – Interpretation

- L35.01 Whenever the singular has been used throughout this Agreement, it shall be deemed to include the plural when the context so allows or requires.

Article L36.00 – Call-Back Pay

- L36.01 An employee called back to work after the completion of the employee's normal shift shall receive the greater of three (3) hours at straight time or time and one-half (1½) for all hours actually worked except for work performed on Sunday and Holidays, which will be paid at double time. It is understood that this shall not apply where the employee is called in early to report for a regularly scheduled shift or where the employee stays on from the end of the normal shift to work overtime directly following on from the shift.

Article L37.00 – Wage Rates and Classifications

- L37.01 The salary schedule and wage rate classifications shall be as shown in Schedule "A" which is attached hereto and forms part of this Agreement.

Article L38.00 – Employee Benefits

- L38.01 For detailed information on benefits, refer to the booklets provided by the insurance company or the Education Workers' Benefits Trust. The benefits as described in these booklets shall be the determining factors for health benefit coverage.

- L38.02 Board and Union agree that employees are responsible for 100% of the LTD premiums which are deducted from employees on the second (2nd) pay of each month. For employees working less than twelve (12) months, deductions will also be made on the first pay in May and June to cover the premiums for July and August. Should the Parties decide to change the carrier of the LTD Plan, they shall mutually agree on the change before the carrier is changed.

- L38.03 **Bridge to LTD Waiting Period**

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.

L38.04 Participation in the Group Life Insurance A.D. & D. and Long-Term Disability is a condition of employment.

Where employees choose to remain in employment beyond age 65, it is understood that eligibility to participate in the LTD program ends at age 65 in accordance with the Master Policy.

L38.05 Employment Insurance Rebate

Effective January, 1999, and for each year thereafter, it is agreed that the Employee's share of the E. I. premium reduction rebates will be credited for their benefit in relation to benefit improvements in the current Collective Agreement.

L38.06 The Board shall provide to the Union annually, on request, a copy of the Board's Master Long-Term Disability Policy that apply to bargaining unit employees.

Article L39.00 – Method of Payment

L39.01 Pay Days

- (a) Employees covered by this Collective Agreement shall be paid every second Thursday.
- (b) An employee's pay shall be calculated on the basis of the employee's hourly rate multiplied by the number of hours actually worked at straight time or overtime rates.

L39.02 Direct Deposit

The Board shall pay all employees covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to employees by implementing a direct deposit electronic transfer payroll system and that its obligation to employees on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

Newly-hired employees will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts by no later than the date their employment commences. A failure to provide the information on or before that date may result in a withholding of pay. Employees will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen school days prior to a pay day for the changes to be made for that pay day. Where there is insufficient information provided to allow a

direct deposit to be made, the employee's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from an employee's salary if the Board is required to perform administrative work not otherwise required but for the employee's acts or omissions respecting the employee's direct deposit responsibilities.

Article L40.00 – Pension

L40.01 The Board shall continue to pay an amount equal to the employee contribution to O.M.E.R.S. or Ontario Teachers Pension Plan, as applicable, for the Pension Plan.

It is recognized that full-time employees who have been covered by O.M.E.R.S. and who move to a part-time status shall continue to be covered by O.M.E.R.S.

Article L41.00 – Term of Agreement

L41.01 This Agreement will continue in force and effect from the date of ratification until August 31, 2026.

L41.02 Strikes and Lockout

There shall be no strike or lockout, slow down or stoppage of work, either complete or partial, during the term of this agreement.

L41.03 Either party to this Agreement may, not more than ninety (90) days and not less than thirty (30) days prior to August 31, 2026, present to the other party in writing proposed terms of a new or further agreement and/or amendments to this Agreement, and a meeting shall be held within twenty (20) days, at which time the parties will commence negotiations on the proposed amendments and/or the term of a new Agreement. Failing agreement by August 31, 2026, this Agreement and all its terms will continue in force until a new Agreement is executed or until a legal strike deadline is reached, whichever shall first occur.

Article L42.00 – Security Monitor Positions

L42.01 The provisions of this Collective Agreement apply to the security monitor classification, except where otherwise noted below or dealt with elsewhere in this Agreement.

Hours of Work

Full-time security monitors shall be assigned to work eight (8) hours per day, five days per week, on a day, evening or night shift.

L42.02 The nature of the work, and the work station for security monitors require continuous presence in the work station during the entire eight (8) hour shift. The employer will provide the amenities in the work station, such as washroom, cooking

facilities, etc., which will permit the employees to enjoy the normal lunch, coffee, and washroom breaks. It is understood that each eight (8) hour shift encompasses one (1) one-half hour paid lunch period.

- L42.03 A security monitor who works on a scheduled paid holiday (as per L22.01) shall be paid at the rate of double time for actual hours worked on the holiday, in addition to holiday pay. A security monitor shall receive eight (8) hours pay at their straight time hourly rate for a holiday not worked.
- L42.04 A security monitor is eligible for shift premium in accordance with paragraph L34.01, provided that this is not to be added to the employee's rate when calculating premium pay for overtime (see L42.05) or paid holiday purposes (see L42.03).
- L42.05 Overtime at the rate of time and one-half (1½) (exclusive of any paid holiday hours) shall be paid for any hours worked in excess of the basic assignment. Hours worked on Saturdays and Sundays shall be paid at straight time, and are not eligible for overtime premium under paragraph L32.06.
- L42.06 As part of their respective legal obligations in relation to the "duty to accommodate", the parties agree that employees requiring modified duties will be given a preference in filling security monitor vacancies, subject to qualifications, ability and experience. As a result, accommodated employees in this job classification will not be subject to bumping from other classifications in the case of lay-off, unless they are the most junior employee(s) in the system and would otherwise have been subject to lay-off.

Article L43.00 – Supplementation of Workplace Safety and Insurance Award

- L43.01 If an employee is prevented from performing regular work with the Board on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Durham District School Board will supplement the award made by the Workplace Safety & Insurance Board for the loss of wages to the employee by such an amount that the award of the Workplace Safety & Insurance Board for loss of wages together with the supplementation of the Durham District School Board will equal one hundred percent (100%) of the employee's regular wage, after normal income tax deductions considering the tax free status of Workplace Safety & Insurance income. The portion paid by the Board will be chargeable to the employee's accumulated sick credits.
- L43.02 The Board agrees to provide a copy of the Form 7, and any attached information, to the employee concerned at the time the Form 7, and attached information is submitted to the W. S. I. B.
- L43.03 The Board agrees to notify an employee of its intention to dispute their claim with the Workplace Safety and Insurance Board. Similarly, the Board and the employee, as the case may be, will advise the other at subsequent points in the claims

process, up to and including WSIAT (Workplace Safety and Insurance Appeals Tribunal), of their intention to dispute a claim or appeal.

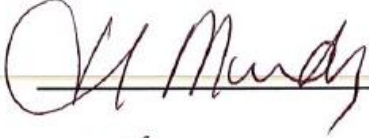
Article L44.00 – Workplace Health and Safety

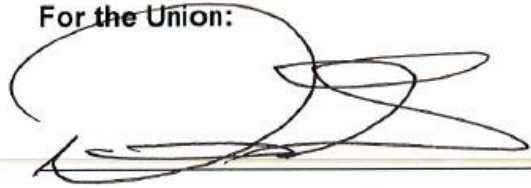
- L44.01 Unless Legislation expressly prohibits maintenance of the status quo, the minimum standard of the Board's obligations under the Ontario Occupational Health & Safety Act and Regulations, where applicable, shall be as was in effect on the final ratification date of the Collective Agreement.
- L44.02 The Union and the Board agree that issues involving workplace aggression or violence shall be brought to and discussed in the Joint Health and Safety Committee and may be referred as necessary to the Labour/Management Committee.
- L44.03 The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the *Ontario Human Rights Code* and *Occupational Health and Safety Act*.
- L44.04 The Board agrees to involve the union in the Ability Management Program. The Board shall invite the Union representative to any meeting where a return to work/accommodation plan is being discussed.

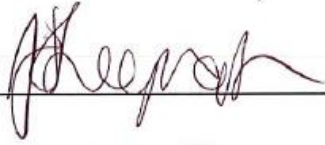
Dated at Whitby, Ontario this 18th day of May, 2023.

For the Board:

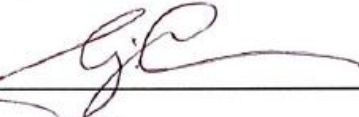
For the Union:



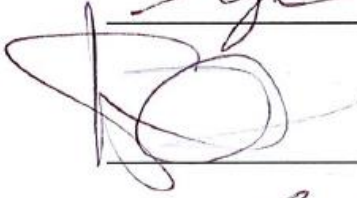






















Schedule A – Wage Rate Classifications

Notes:

1. A painter performing spray painting shall receive a premium of twenty-five cents (25¢) per hour for the hours spent in such performance.
2. Temporary summer help, when working subject to Article L31.07 in a one-person elementary school during the absence of the Lead Custodian for a period of one (1) week or more, shall receive a premium of ten cents (10¢) per hour.
3. For a Cleaner who is promoted to Custodian, the starting pay rate shall be the "after 4-month Custodian rate" rather than the "0 to 4 month Custodian rate".

WAGE RATE CLASSIFICATIONS	Sept 1/22 \$1.00	Sept 1/23 \$1.00	Sept 1/24 \$1.00	Sept 1/25 \$1.00
Cafeteria / Food School Assistant Cafeteria / Food School Cashier* Carpet Crew	\$28.64	\$29.64	\$30.64	\$31.64
SECONDARY				
<u>Building Operator</u> [Sinclair SS / Education Centre]	\$34.72	\$35.72	\$36.72	\$37.72
<u>Lead Custodian</u> DASS	\$33.26	\$34.26	\$35.26	\$36.26
All other Secondary Schools	\$33.72	\$34.72	\$35.72	\$36.72
ELEMENTARY				
<u>Lead Custodian</u> 1 - 14 Classrooms	\$30.68	\$31.68	\$32.68	\$33.68
15 - 23 Classrooms	\$33.26	\$34.26	\$35.26	\$36.26
24 Classrooms and over	\$33.72	\$34.72	\$35.72	\$36.72
SECONDARY / ELEMENTARY				
Building Conditions Co-Ordinator	\$28.64	\$29.64	\$30.64	\$31.64
Cleaner	\$24.54	\$25.54	\$26.54	\$27.54
<u>Custodian/Replacement Custodian</u> 0 - 4 Months	\$26.35	\$27.35	\$28.35	\$29.35
After 4 Months	\$27.46	\$28.46	\$29.46	\$30.46
After 8 Months	\$27.91	\$28.91	\$29.91	\$30.91
After 12 Months	\$28.59	\$29.59	\$30.59	\$31.59
High Dusting Crew	\$29.62	\$30.62	\$31.62	\$32.62

WAGE RATE CLASSIFICATIONS	Sept 1/22 \$1.00	Sept 1/23 \$1.00	Sept 1/24 \$1.00	Sept 1/25 \$1.00
SECURITY				
Reception/Security (Education Centre)	\$28.64	\$29.64	\$30.64	\$31.64
Security Monitor	\$30.05	\$31.05	\$32.05	\$33.05
Senior Security Monitor	\$30.28	\$31.28	\$32.28	\$33.28
Security/Communications Systems Technician	\$33.26	\$34.26	\$35.26	\$36.26
STORES (Purchasing)				
Truck Driver*	\$29.62	\$30.62	\$31.62	\$32.62
Shipper / Receiver*	\$30.05	\$31.05	\$32.05	\$33.05
Students	\$17.86	\$18.86	\$19.86	\$20.86
MAINTENANCE				
Carpenter Energy Systems Analyst Group Leader Painter	\$34.72	\$35.72	\$36.72	\$37.72
Electrician General Maintenance Plumber	\$35.74	\$36.74	\$37.74	\$38.74
Architectural Glass and Metal Technician Maintenance Co-Ordinator Welder Mechanic	\$33.72	\$34.72	\$35.72	\$36.72
Energy Systems Controls Technician H.V.A.C. Refrigeration Mechanic Plumber/Gas Fitter	\$37.82	\$38.82	\$39.82	\$40.82
Bricklayer Door Mechanic/Locksmith Group Leader - General Maintenance Painter Small Equipment Repair/Technician	\$33.26	\$34.26	\$35.26	\$36.26
Energy Systems Monitoring Analyst	\$30.28	\$31.28	\$32.28	\$33.28
Maintenance Clerk	\$28.64	\$29.64	\$30.64	\$31.64
General Labour Temporary Summer Help	\$25.51	\$26.51	\$27.51	\$28.51
Probationary Employees - Maintenance	\$25.14	\$26.14	\$27.14	\$28.14

*Denotes vacant position

Appendix A – Point Bands and Wage Rates

Points	Sep. 1/22 \$1.00	Sep 1/23 \$1.00	Sep 1/24 \$1.00	Sep 1/25 \$1.00
130 - 144	20.82	21.82	22.82	23.82
145 - 159	22.56	23.56	24.56	25.56
160 - 174	24.30	25.30	26.30	27.30
175 - 189	24.54	25.54	26.54	27.54
190 - 204	28.37	29.37	30.37	31.37
205 - 219	28.52	29.52	30.52	31.52
220 - 234	28.59	29.59	30.59	31.59
235 - 249	28.64	29.64	30.64	31.64
250 - 264	29.62	30.62	31.62	32.62
265 - 279	30.05	31.05	32.05	33.05
280 - 294	30.28	31.28	32.28	33.28
295 - 309	30.68	31.68	32.68	33.68
310 - 324	33.26	34.26	35.26	36.26
325 - 339	33.72	34.72	35.72	36.72
340 - 354	34.72	35.72	36.72	37.72
355 - 369	35.74	36.74	37.74	38.74
370 - 384	36.76	37.76	38.76	39.76
385 - 399	37.82	38.82	39.82	40.82

Letter of Understanding #1 – Split Shift

The Board agrees that there will be no further split shift arrangements in addition to those already in place including E.A. Fairman P.S., Mary Street Community School, Hillsdale P.S., and Valley View P.S. except by mutual written agreement between the Board and the Union.

Letter of Understanding #2 – Contracting Out of Custodial Services

The Board agrees that during the effective term of the Collective Agreement, as set out in Article L41.00 of the Collective Agreement, the Board will not contract out any schools.

Letter of Understanding #3 – Grade 12

In order to fully and finally resolve the issue of the Grade 12 qualification for custodial/maintenance employees, the parties agree that all employees permanently employed by the Board in its Custodial/Maintenance Bargaining Unit prior to December 31, 2002 will be treated for all purposes under the Collective Agreement as though they have a Grade 12 graduation diploma. This Agreement shall not be construed in any way to imply a waiver of any other qualification, term condition or requirement of a position or promotion to which an employee may apply.

Letter of Understanding #4 – Twinning

The Board agrees no further twinning of schools will occur for the life of this Collective Agreement.

Letter of Understanding #5 – Contracting In/Contracting Out

The Durham District School Board and CUPE 218 are committed to open communications and a transparent process in regard to contracting in services.

Through the Labour-Management committee the parties will review opportunities to contract in work into the bargaining unit that is currently contracted out. Any such discussions must demonstrate if the Board were to consider contracting in any services, there would be a cost savings to the Board and an ability to meet system needs.

Letter of Understanding #6 – Professional Development

The parties will discuss professional development opportunities as a standing item through Labour Management Committee. Where a separate sub-committee is appropriate based on those discussions a sub-committee of equal representation of the parties will be created with appropriate resource personnel from both parties.

Letter of Understanding #7 – On-Call Security Opportunities

Subject to the criteria specified in paragraph L31.02 note (b), bargaining unit members who wish to be considered for on-call security opportunities shall express their interest in writing to the Manager of Custodial Services. Such opportunities will be shared equitably among those

employees who meet the qualifying criteria.

Letter of Understanding #8 – Pay Equity

The parties acknowledge their joint pay equity obligations and will fulfill those obligations with consideration of the Terms of Reference for the Joint Job Evaluation Committee and the Ontario *Pay Equity Act*.

Letter of Understanding #9 – Custodial Workload Committee

The parties will strike a sub-committee coming out of the Labour Management Committee regarding custodial workload concerns. The Committee will be comprised of two (2) representatives from the Board and two (2) representatives from the Union. The Committee will meet bi-monthly, starting in September of 2023, a minimum of five (5) times per year as mutually agreed with the Parties.

The purpose of the Committee will be to:

- Review workload concerns to ensure equitable distribution of workload;
- Review system trends or concerns related to workload where possible solutions will be discussed;
- Establish guidelines for determining equitable sections.

Letter of Understanding #10 – Workplace Violence

The Parties commit to engage in collaborative discussions to examine safe working environments for staff and what can be done proactively to make working environments safe for staff in support of students. This will be done through a variety of means such as Committees and informal discussions at school or Board level.

Letter of Understanding #11 – Casual List

The Parties agree that complement of casual custodians shall not exceed 22% of the permanent custodial full time equivalent (FTE). Should the need arise to amend this staffing complement, the Board will consult with the Union.

Letter of Understanding #12 – Lateral Transfer Committee

A Lateral Transfer Committee shall be established, comprised of two (2) Employer representatives and two (2) Union representatives, and will meet to redesign the lateral transfer process as it relates to the custodian classification. Where the Committee reaches agreement on a new process, Article L33.08 will become void and have no effect. If no agreement is reached on a new process, then at either parties' request the committee shall be disbanded and the current practice outlined in L33.08 will continue.

Letter of Intent #1 – Summer Hours of Work-Summer Work Schedule

It is the intention of the Board to implement a summer work schedule for Custodial and Maintenance employees in the Custodial/Maintenance Bargaining Unit, consistent with the terms of this letter.

Make-Up Time for Each School Year

Employees shall work an additional thirty (30) minutes per day, Monday through Friday, commencing the day after labour day to a maximum of 112 days. Where an employee has not made up 56 hours in this time period, they will be permitted to continue this additional thirty (30) minutes up to May 1st. In lieu of payment for this make-up time, employees will accumulate time to allow for up to seven (7) Fridays off during the designated weeks as identified by the Board during July and August. This arrangement is subject to the following:

- (a) An individual employee will earn one (1) Friday off in the summer for each set of eight (8) hours of make-up time that the employee works in accordance with the following chart:

Total Number of Make-Up Hours Worked	Number of Summer Fridays
Less than 8	0
8 or more, less than 16	1
16 or more, less than 24	2
24 or more, less than 32	3
32 or more, less than 40	4
40 or more, less than 48	5
48 or more, less than 56	6
56	7

For clarity, make-up hours shall not be rounded. For example, seven-and-a-half (7.5) hours of make-up time shall not qualify an employee for a made-up summer Friday.

- (b) No individual employee shall make-up more than fifty-six (56) hours, prorated for less than full time employees.
- (c) Notwithstanding paragraph L32.03, overtime will only be paid for hours beyond eight (8) hours and thirty (30) minutes on the days in question.
- (d) It is recognized that the operational needs of the Board may require that a custodial or maintenance presence is maintained at a location during the designated Fridays. In this case, unless otherwise mutually agreed between the staff at the site, the least senior person in each location shall be assigned to work their regular hours. That individual will get the following Monday or an alternate day as mutually agreed to by the Board during the summer months.

- (e) Where an employee has not banked enough make-up time, they will be scheduled to work the designated Fridays or may apply to use vacation as per Article L21.00.
- (f) There will be no carry over of any unused make-up time to a subsequent school year except in the case of a statutory leave.
- (g) Cancellation
Both parties reserve the right to cancel the arrangement, by not later than August 15th of each year with the cancellation taking effect as of that September.
- (h) Resolution of Issues
The Union agrees to work co-operatively with the Employer to discuss and resolve any outstanding issues which might arise from the administration of these arrangements including additional opportunities to make-up or take the make-up time.

Letter of Intent #2 – Work Area

The Parties agree that, in the event that a concern arises with respect to the access of bargaining unit members to areas for storing personal belongings and having break and lunch, or safety concerns with respect to the storage of chemicals and equipment, the employee shall first raise the concern with their Supervisor. If the concern is not resolved or persists, the concern shall be raised to the Labour Management committee for review.