

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

THE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1280

AFFECTING

CUSTODIAL, MAINTENANCE STAFF



September 1, 2008 – August 31, 2012

11873 (05)

THIS AGREEMENT made the **14th** day of **October 2009**

- between -

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

(the "Board")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1280
AFFECTING CUSTODIAL AND MAINTENANCE EMPLOYEES

(the "Union")

OF THE SECOND PART

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ARTICLE 1

RECOGNITION

- 1.01 The Board recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Board in City of Toronto engaged in maintenance, services and plant operations, save and except supervisors, persons above the rank of supervisor, office staff and students employed during the school vacation period.
- 1.02 The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.
- 1.03 The singular shall include the plural when the context so requires.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Board to:
- (i) maintain order, discipline and efficiency;
 - (ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend or otherwise discipline employees for just cause, subject to the provisions of this Agreement;
 - (iii) establish from time to time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; AND
 - (iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.
- 2.02 The Union also acknowledges that all managerial rights of the Board shall be reserved to it except as may be inconsistent with the provisions of this Agreement.

ARTICLE 3

NO SOLICITATION

- 3.01 There shall be no union activity on any premises of the Board except as expressly permitted by this Agreement.

ARTICLE 4

NO CESSATION OF WORK

- 4.01 Neither the Union, the Local Union, nor any employees shall take part in or call or encourage any strike, sit-down, slowdown or any suspension of work or other concerted activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the employees. "Lockout" shall be as defined in The Ontario Labour Relations Act.
- 4.02 Notwithstanding the foregoing, employees covered by this collective agreement may engage in a legal strike in accordance with the provisions of the Ontario Labour Relations Act.

ARTICLE 5

UNION REPRESENTATION

- 5.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than seven (7) employees one of whom will be designated as an alternate, and one of whom shall be employed in maintenance. Such committee, together with representatives of the Union shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. The local union shall notify the Board in writing of the names of its bargaining committee members prior to the start of negotiations.
- 5.02 The Local Union may also appoint or otherwise select up to seven (7) stewards one of whom will be selected as the Chief Steward. One of such stewards shall be designated to represent the employees engaged in caretaking in each Field Service Area of the Board, and one of such stewards shall be designated to represent those engaged in maintenance, courier, and warehousing services. In the absence of the designated stewards one of the other stewards may act in their place. The Local Union's Chief Steward shall co-ordinate the activities of such stewards.
- 5.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances to the employee's supervisor and in the event of any violation of Article 4 by any employees to instruct them to return to work and perform their usual duties. A steward, with the prior permission of the steward's immediate supervisor, shall be reasonably allowed such time off as is necessary for the prompt investigation and settlement of grievances. The Board will compensate stewards and Union officers for any portion of their regularly scheduled work time spent with the permission of the Board in servicing grievances. The Board may revoke this compensation if it reasonably believes that the time off for servicing grievances is being abused.
- 5.04 Members of the bargaining committee shall suffer no loss in pay for any portion of their regularly scheduled work time spent in attending negotiations with the Board.
- 5.05 The Local Union shall notify the Board in writing of the names of its officers, Chief Steward and stewards.
- 5.06 The President of the Local union shall be supplied a copy of Board Corporate Services and Human Resources Committee meeting agendas and Regular Board meeting agendas, 48 hours prior to the meeting/s.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION BOARD

- 6.01 a) Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made in the following manner.
- b) Such representations **on behalf of a grievance** shall state the nature of the grievance, the remedy sought and any provisions of the Agreement upon which the grievance is based. Such official or other designate shall notify the employee of the time and place at which they will meet to discuss and consider the written representations and the decision given at Stage One. Every effort will be made to settle such grievance within five (5) days from the date upon which such official received written notice of the matter. Such official shall give the decision in writing on behalf of the Board. At the request of either party, a national representative of the Union may be present.
- 6.02 Stage One - An aggrieved employee shall first submit any representations in writing to the employee's immediate supervisor or other representative designated by the Board from time to time either directly or through the employee's steward. Any such grievance shall be presented within ten (10) days of the time when it arose.
- 6.03 Stage Two - If within four (4) days from the time such representations in writing, were presented a decision satisfactory to such employee is not given, then such employee accompanied by a steward may within four (4) days after such decision has been given or should have been given make representations in writing, to the Manager, or other representative designated by the Board from time to time.
- 6.04 Stage Three - If within five (5) days from the day representations at Stage Two were presented a decision satisfactory to such employee is not given, then such employee may within ten (10) days after such decision has been given or should have been given present the representations made at Stage Two to the Deputy Director of Education, or designate. The said Deputy Director shall notify the Local Union and the employee of the time and place at which the parties will meet to discuss and consider such representations and the decision at Stage Two. Such meeting shall be held within ten (10) days from the date on which the representations were presented to the said Deputy Director. The decision of the said Deputy Director will be given to the Local Union in writing within ten (10) days after such meeting. At the request of either party, a national representative of the Union may be present.

- 6.05 Any difference (hereinafter called a "policy difference") arising directly between the Board and the Local Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Local Union and representatives of the Board. If the parties are unable to settle such policy difference within ten (10) days from such discussion then the party to whom the said notice was delivered shall reply to such policy difference in writing within fifteen (15) days from such discussion.
- 6.06 Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of the employee's personal problems to any official of the Board.
- 6.07 If any grievance or policy difference, including any question as to whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to arbitration by written notice given to the other party within fifteen (15) days from the date when the decision of the Deputy Director at Stage Three was or should have been given or, in the case of a policy difference, within fifteen (15) days from the date when the written reply to the submission was or should have been delivered. The Board and the Union shall each appoint one arbitrator within seven (7) days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairperson. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.
- 6.08 If the parties fail to agree upon a chairperson within five (5) days, either party may request the Office of Arbitration of the Ministry of Labour to choose the chairperson. The decision of the majority of the arbitrators shall be final and binding upon all parties concerned and any employee affected by it, but if there is no majority decision, that of the chairperson will be the decision of the board of arbitrators. In no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 6.09 In any arbitration the written representation of the employee made at Stage Two and any decision of the Deputy Director at Stage Three or, in the case of a policy difference, the written submission and any reply thereto shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
- 6.10 Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.

- 6.11 Witness fees and allowances shall be paid by the party calling the witness.
- 6.12 Each party shall pay one-half of the expenses and fees payable to the chairperson and the whole of the expenses and fees of their own appointees.
- 6.13 If any party disagrees with the other as to the meaning or application of the decision, it may apply to the chairperson of the board of arbitrators within ten (10) days from the issue of the decision with a request that the chairperson reconvene the board to clarify the decision, and for such purpose the board may be reconvened and issue a clarification of its decision.
- 6.14 The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended by mutual consent of the parties.

ARTICLE 7

DISCHARGE AND DISCIPLINE

- 7.01 Whenever the Board censures an employee in writing it shall give the employee a copy thereof. The Board shall also send a copy to the President, Chief Steward and Recording Secretary of the Local Union.
- 7.02 An employee's claim of unjust discharge will be treated as a grievance if written statement of such grievance is lodged with the respective Manager, as outlined in section 6.03, within ten (10) working days after such employee ceases to work for the Board. Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement commencing with Stage Two.
- 7.03 At the request of an employee, the Board shall allow the employee to inspect the employee's Human Resources file maintained at the applicable departmental office. Such inspection may be made only once every six (6) months with three (3) days notice and in the presence of the employee's supervisor or designate.

The employee's Human Resources file shall be defined herein as such file containing the employee's official work record including all references to performance, evaluation, and discipline.

- 7.04 An employee with two (2) or more years of service who has not been subjected to disciplinary action within a two (2) year period immediately preceding the administration of subsequent discipline will have any previous disciplinary action disregarded and at the request of the employee, the corresponding documents will be removed from the file.
- 7.05 In the event the Board intends to establish a meeting to give a written warning to, or to suspend or discharge, an employee, it shall so inform the employee in advance. At the option of the employee who shall make the arrangements through the Chief Steward, a steward may be present at such meeting. The absence of a steward shall not render the discipline void.

ARTICLE 8

HOURS OF WORK

- 8.01 a) The normal work week shall consist of forty (40) hours, Monday through Friday, comprising eight (8) hours per day for each employee (other than part-time employees and supply caretakers) to be worked in accordance with the schedule of operations posted by the Board from time to time.
- b) Employees' assigned hours of work shall fall within the following scheduled work shifts:
- | | |
|---------------|------------------------------|
| Day Shift | 6:00 a.m. through 4:30 p.m. |
| Mid-Day Shift | 11:00 a.m. through 8:00 p.m. |
| Evening Shift | 2:00 p.m. through 11:30 p.m. |
| Night Shift | 11:00 p.m. through 8:00 a.m. |
- c) i) In the event that the Board introduces a night shift at an existing work site, the Board shall provide the Union with four (4) months' notice of such decision.
- ii) Where the introduction of a night shift at a work site results in the reduction of evening caretaker positions, any night shift positions will be offered to existing evening staff on a volunteer basis; otherwise evening staff will be declared redundant in the reverse order of seniority and shall notwithstanding Article 12.07 be entitled to bump the most junior employee in the same classification and shift on an East/West basis.
- iii) Any vacant night shift positions will then be posted and filled in accordance with the collective agreement.
- iv) The introduction of a night shift shall be limited to no more than 10% of the Board's work sites in the first applicable calendar year and 10% of the work sites in each year thereafter. The parties understand that the above will be cumulative.
- 8.02 The Board does not guarantee to provide work for any employee or to maintain the work week or working hours presently in force.
- 8.03 Employees engaged on regularly scheduled evening or night shift shall be entitled to a one-half hour paid lunch period. Such paid lunch period will be taken on the premises of the school or other building to which the employee is assigned.

8.04 Employees shall be entitled to a fifteen (15) minute rest period both in the first and second half of their scheduled work period.

8.05 If the Board schedules an employee to work outside the employee's normal work week or regular schedule for less than three (3) continuous hours, it shall pay the employee a minimum of three (3) hours at the appropriate hourly overtime rate unless such work immediately preceded or succeeded the employee's scheduled hours of work.

8.06 (a) Summer hours (July and August) for all employees shall be altered to run from 7:30 AM - 4:00 PM with one-half (1/2) hour unpaid lunch breaks, Monday through Friday,

OR

(b) Such scheduling as in (a) above will be available except where:

- i) a permit issued by the Board
- ii) summer school
- iii) leased premises, or
- iv) work schedules

requires one (1) or more employees to work at different times.

ARTICLE 9

OVERTIME AND CALLOUT

9.01 Subject to 9.04, an employee shall be paid at the rate of one and one-half (1 1/2) times the employee's applicable hourly rate for authorized time worked by the employee:

- (a) in any day in excess of eight (8) hours (except where such excess time is worked by the employee due to regular change of shift);
- (b) in any scheduled work week in excess of forty (40) hours (except where such excess is worked by the employee due to regular change of shift) less amounts paid to the employee pursuant to clause (a) hereof.

For the purpose of computing such overtime, time off on a paid holiday or any paid sick leave shall be regarded as time worked and the premium of one-half (1/2) shall not be considered as part of an employee's applicable hourly rate.

An employee shall be paid at double the applicable hourly rate for authorized overtime worked by the employee between the hours of midnight on Saturday to midnight on Sunday.

9.02 An employee who has worked overtime shall not be required to lay off during the employee's regularly scheduled hours to equalize such overtime provided the employee is capable of fulfilling the normal requirements of the job.

9.03 Subject to 9.04, overtime work shall be distributed as equally as possible among those employees who would normally perform such work within their particular school building or work place.

9.04 Within each of its Field Service areas the Board shall establish a duty roster of the names of each caretaker who has informed the Board they are willing to do scheduled overtime work at a school other than the one at which they are located but within the Field Service area within which they are located. In the event that no employee in a particular school is available for overtime work scheduled for such school then such overtime work shall be offered to an employee on the duty roster established for the area in which the school is located. Such overtime work shall be distributed as equally as practical among the employees in each area duty roster. An employee excused from working overtime shall be regarded as having been given an opportunity to work overtime for the purposes of this provision. The foregoing provision shall not apply to emergency overtime work. The Union will be provided with a quarterly list of all overtime worked by all bargaining unit employees.

- 9.05 An employee who has already left the building where the employee works or works out of after completion of the employee's scheduled hours of work and who is recalled for emergency work (for which the employee is not to blame) shall, unless such work immediately preceded the employee's scheduled hours of work, be entitled to be paid for work so performed at the applicable overtime rate for a minimum of three (3) hours.
- 9.06 Notwithstanding section 9.01, an employee entitled to overtime premium pay, other than permit overtime, may elect to take the equivalent time off at the appropriate overtime rate at a time mutually acceptable to the Board and the employee but if the Board and the employee are unable to agree on an acceptable time before the end of the calendar year, the employee shall be paid the overtime pay.

ARTICLE 10

SPECIFIED HOLIDAYS

10.01 For the purposes of this Article:

- (a) the following shall be specified as holidays under the Agreement and "holiday" means:

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

and the half day immediately before Christmas Day and the half day immediately before New Year's Day, or such day as may be established as a holiday in lieu of any said days by statute, statutory regulation, proclamation or similar authority or by the Board, and any named holiday added to said Education Act or to its regulations and enjoyed by the Board's pupils.

- (b) If the Employment Standards Act of Ontario or other statute requires that where a holiday falls on a Sunday the next day following shall be a holiday in lieu thereof, then for the purpose of this Agreement such substituted day shall be regarded as the employee's holiday notwithstanding 10.01(a).
- (c) "Qualifying day" means an employee's last scheduled work day or shift before or first scheduled work day or shift after a holiday.

10.02 A holiday shall be considered as commencing 12 midnight of the day preceding the holiday and ending 12 midnight on the holiday.

10.03 If an employee is required to work on any holiday the employee shall be paid for work so performed at the rate of three (3) times the applicable hourly rate or the employee may, with the consent of the Board, elect to take in lieu thereof twice the applicable hourly rate plus one day off with pay or the applicable hourly rate plus two (2) days off with pay.

10.04 An employee who is absent from work on a holiday because:

- a) the day is a holiday;
- b) the employee has a leave of absence with pay;
- c) is suffering from an illness or injury which requires the employee to be absent on either both of the qualifying days, which absence is supported by a physician's certificate to that effect; OR
- d) the day was the employee's regular day off and was not Remembrance Day;

shall be paid at the applicable hourly rate.

10.05 The employee shall not be paid if:

- a) the employee was absent from work on either or both of the qualifying days for a reason other than set forth in 10.04 (c);
- b) the employee has been instructed to report for work on such holiday and has failed to do so;
- c) the employee has been granted leave of absence without pay for such holiday; OR
- d) the employee has not worked in the thirty-day period immediately preceding such holiday and is not receiving sick leave pay when such holiday occurs; should the employee be absent for more than such thirty-day period and be receiving sick leave pay, such holiday will be paid.

ARTICLE 11

VACATIONS

11.01(a) An employee shall be entitled to vacation with pay as follows:

<u>Length of continuous service as at June 30</u>		<u>Length of vacation or pay in lieu thereof</u>
Less than one year	-	one day for each month of service up to a maximum of 10 days
one year or over	-	3 weeks
nine years	-	4 weeks
seventeen years	-	5 weeks
twenty-three years	-	5 weeks plus 1 day
twenty-four years	-	5 weeks plus 2 days
twenty-five years	-	5 weeks plus 3 days
twenty-six years	-	5 weeks plus 4 days
twenty-seven years	-	6 weeks

- (b) In the event of any leave of absence without pay, excluding leave because of a WSIB claim, in excess of twenty (20) **consecutive** working days in a vacation year, the paid vacation will be prorated to reflect the days paid during the time period on which the earned vacation is based.
- (c) In the event of a leave of absence because of a WSIB claim, the employee will continue to accumulate vacation entitlement during the leave for up to one (1) year from the time such leave began. There shall be no vacation entitlement for an employee for the period of time on leave in excess of one (1) year.
- (d) **An employee with 3 (three) or more years of service may, with the approval of the immediate supervisor, take one week of vacation in conjunction with the employee's vacation in the following year.**

- 11.02 It is understood and agreed that courier and caretaking employees including cleaners must ordinarily take their vacation during the months of July and August. However, the granting of vacation to employees who may elect to take their vacation at a time convenient to the Board other than during the months of July and August is subject to the following:
- (i) not more than 5% of the caretakers employed in a caretaking supervisor's area may be absent at any one time;
 - (ii) in schools with one to four caretakers on staff, only one caretaker may be absent at any one time;
 - (iii) in schools with five or more caretakers on staff, only two caretakers may be absent at any one time; AND
 - (iv) not more than one courier may be absent at any one time.
- 11.03 The Board shall pay to an employee who is entitled to a vacation with pay an amount based on the employee's applicable hourly rate for each eight-hour day or five-day week of vacation to which the employee is entitled provided the employee receives not less than the amount to which the employee is entitled under the applicable legislation.
- 11.04 If the employment of an employee is terminated for any cause or by operation of law, the employee shall be paid in lieu thereof:
- (i) in the case of an employee with less than one (1) year's continuous service, an amount equal to four percent (4%) of the employee's total pay to date of termination;
 - (ii) in the case of an employee qualified for at least ten (10) days' vacation, a sum equal to the appropriate proportion of the employee's total pay from the previous June 30.
- 11.05 If a specified holiday occurs during an employee's vacation on a day for which the employee would normally be scheduled to work, the employee shall be entitled to an extra day off with pay.
- 11.06 Vacation schedules shall be posted by May 1 each year and shall not be changed unless agreed to by the employees affected and the Board.
- 11.07 An employee shall be entitled to an unbroken period of vacation unless:
- (i) the employee and the Board otherwise agree; AND
 - (ii) the employee is entitled to six (6) weeks in which event the sixth week will be taken at a time convenient to the Board.

- 11.08 Subject to section 11.07, an employee who during any calendar year will be entitled to an additional one (1) week of vacation in excess of the employee's regular vacation of at least three (3) weeks by reason of then having completed the appropriate number of years of service with the Board shall be entitled to take such additional week at the same time as the employee's regular vacation or at such other time as may be mutually agreed upon.

ARTICLE 12

SENIORITY

12.01 An employee shall be on probation for ninety (90) days worked from the date of the employee's last hire. During such period the employee may be dismissed if the employee is unable to perform adequately the work for which the employee is employed or is otherwise unsuitable.

12.02 For the purpose of this Agreement an employee's

- (a) Bargaining unit "seniority" (other than that of a probationary employee) shall commence with the date of the employee's most recent hiring (other than as a result of a recall after a layoff) by the Board and shall be maintained and accumulated so long as the employee remains in the employ of the Board in the bargaining unit during:
 - (i) a layoff within any period during which the employee was entitled to be recalled;
 - (ii) any sickness or accident; and
 - (iii) any leave of absence.
- (b) When a probationary employee completes the probationary period the employee shall be entered on the seniority list and shall rank seniority from the date the employee was last hired.
- (c) A loss in seniority shall be deemed to have occurred if an individual employed by the Board:
 - (i) quits;
 - (ii) is discharged and is not reinstated by reason of the grievance procedure;
 - (iii) is laid off beyond the period during which the employee was entitled to be recalled; or
 - (iv) fails following a layoff, unless the employee exercises the right to refuse such work as provided in section 12.07, to notify the Board within **fourteen (14)** days of the Board sending the employee a notice to return to work of the employee's intention to return or fails to report for work on the date and at the time specified in such notice, which date is not sooner than said **fourteen (14)** days;

(v) is absent from work without permission for a period of seven (7) days.

(d) "service" or "continuous service" shall be determined by the length of the employee's actual service with the Board and shall not include any period of time while the employee was absent from work because the employee was on:

(i) leave of absence in excess of thirty (30) days;

(ii) layoff; or

(iii) strike or lockout.

12.03 The Board shall maintain a master seniority list showing the name, classification, region and hiring date of each employee. Seniority will be Board wide.

12.04 (a) An up-to-date seniority list shall be posted annually by January 30 and three copies thereof shall be sent to the Union.

(b) Every four (4) months the Board shall supply the Union with sixteen (16) copies and one computer diskette of a list of the employees in Board wide and their hiring dates. Such list shall contain any telephone numbers, if listed, and addresses but such list shall not be posted or otherwise made public.

12.05 An employee who is transferred out of the bargaining unit may at the employee's own request or at the insistence of the Board be retransferred within six (6) months from the date of such transfer to the employee's former job within the bargaining unit. Such employee's job shall not be filled during such six (6) month period. Such employee shall be subject to continuation of dues deduction and the accumulation of seniority while so employed.

12.06(a) Layoff shall include a reduction in the normal daily or weekly hours of work of one or more regular full-time or part-time employees.

(b) In all cases of layoffs and demotions due to a reduction in work force (other than layoffs and demotions of a temporary nature, i.e., two (2) weeks or less) employees shall be laid off or demoted in reverse order of their seniority ranking provided the Board may retain sufficient employees in each job classification to meet the requirements of operations. In temporarily laying off or demoting employees within a particular school in any job classification the Board shall do so in reverse order of such employees' seniority.

- (c) An employee possessing a stationary engineer's or a B.E.S. certificate shall not be laid off in accordance with section 12.07 (a) and (b) provided that the employee's position respectively requires a stationary engineer's or a B.E.S. certificate and there is no employee reasonably available with greater seniority possessing the required certificate.

12.07 An employee whose position has become redundant shall be given preference for placement in available positions in the same classification provided the employee has the necessary skills and qualifications. This preference shall be exercised as follows:

- (a) (i) the Board will first offer any available vacant positions within forty-five (45) days of the effective date of redundancy in the affected employee's east/west region prior to the posting of any such vacant positions;

In the event that there is no vacant position in the affected employee's east/west region, such employee shall be offered any available vacant position in the region other than the employee's.

- (ii) in the event that no vacant position(s) exist, a redundant employee shall be entitled to bump, on a regional basis, (first within the employee's east/ west region and then the remaining region on a board wide basis) the most junior employee in their classification. In the event, there is no junior employee within the job classification of the redundant employee, such redundant employee shall bump the most junior employee in the next lower classification on a regional basis; (firstly in the employee's region and then the remaining region).
- (iii) an employee unable to find placement through the process described above shall be subject to lay-off in accordance with the provisions of this Agreement;
- (iv) any redundant employee, who is subject to a reduction in salary, shall maintain their hourly rate of pay for a period of twelve (12) months and shall be entitled to bid on any job vacancy without restriction as otherwise outlined by Article 13.01(b).

- (b) An employee who accepts a position at the same wage level will be deemed to have received a lateral transfer and shall receive no further preference in respect to the redundancy except that if the position accepted was not in the same east/west region, the employee may bid on positions in the employee's previous region prior to being in the new position for six (6) months.
- (c) Any employee who is demoted as a result of the redundancy process shall be offered the first available vacancy in their previous classification/head caretaker code before the vacancy is posted; a refusal of such offer shall eliminate any further obligation of the Board to the employee as a redundant employee;

- (d) Any re-assigned redundant employee shall be offered the position such redundant employee held at their previous school or work site in the event that such school or work site is,
 - (i) re-opened; or
 - (ii) the staffing complement at the time of redundancy is restored.

Such preference shall be extended to redundant employees for a period of six (6) months from the effective date of redundancy. It is further understood that the redundant employee is that employee whose school has been closed or whose school's or work site's staffing complement has been reduced.

12.08 In the event of any layoff probationary employees shall be laid off first and thereafter employees shall be laid off in accordance with section 12.07. If an employee is not returned directly to the classification the employee had before the layoff the employee will have the first opportunity to be transferred back to the employee's original classification when an opening occurs.

12.09 An employee with seniority who is laid off shall retain seniority and the right of recall for the following period of months if the employee has the length of continuous service set opposite:

Period of months	Service in years
6	less than 1
12	1 to 2
24	more than 2, up to 5
30	more than 5

Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the laid off individual requiring the employee to report to work on a date not earlier than **fourteen (14)** days after the date of such notice. If the employee does not reply within said **fourteen (14)** days or fails to report for work at the time and date specified in the notice the employee shall be deemed unavailable and the next eligible laid off individual shall be called. Notwithstanding the foregoing, a laid off individual shall have the right to refuse work that is or is expected to be of ten (10) days' duration or less without loss of seniority or recall rights provided the employee so informs the Board within said **fourteen (14)** days.

12.10 No employee shall be laid off while a probationary employee is employed at a job in that employee's category or at a job which the employee is capable of doing. No probationary employee shall be engaged or recalled for any job while an employee who is capable of doing that job remains laid off and is willing to be rehired.

12.11 In the event the Board proposes to contract out any work normally performed by employees, other than work normally performed by the trades, the Board shall notify the Local Union at least two months in advance, where possible, and discuss with the Union such proposal or decision.

12.12 In the event of a reduction in the workforce causing layoffs, an Advisory Redeployment Committee shall be established no later than two (2) weeks prior to any notice of layoff is given to the Union provided that an annual cumulative minimum of 20 CUPE Local 1280 members are so affected.

The mandate of the Committee is to:

- i) identify and propose alternatives to the proposed layoff(s) of the position(s).
- ii) identify vacant positions, or positions which may become vacant, within a twelve (12) month period either;
 - a) within the bargaining unit;
 - b) within another CUPE bargaining unit.
- iii) Where applicable, identify retraining needs of workers.
- iv) The parties shall make every effort to find alternatives to layoffs.
- v) The Advisory Redeployment Committee shall be comprised of no more than four (4) representatives of the Employer and the Union. Meetings of the Advisory Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time.
- vi) Each party shall appoint a co-chair for the Advisory Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.
- vii) The Committee shall report its findings and make its recommendations to the Director of Education.

12.13 In the event the Board proposes to lay off or terminate any employee as a result of a change in method now in effect with the Board, the Board shall offer each of such employees, provided the employee has completed the probationary period, other employment with the Board which for at least six (6) months shall be at a wage rate not less than the employee was getting and the Board shall otherwise apply the provisions of section 12.06.

12.14 The Board may transfer any employee from one school or building to another school or building within his/her service quality area, for disciplinary reasons, or for emergency or for any other reason agreed to by mutual consent with the Local Union, provided that any employee such transferred employee is displacing may not, without such displaced employee's consent, be moved to a school or building outside the Service Quality area in which the school or building that the displaced employee works at is located or any Service Quality

area contiguous thereto. Other than employees transferred for a reasonable cause, an employee may be transferred from the employee's work location for up to twenty (20) working days during the currency of this Agreement. The Board shall so advise the Local Union President prior to any such transfer(s). The transferred employee and the Local Union shall be provided with the reason for the transfer in writing. Such period may be extended by mutual consent of the Board and the Local Union.

An emergency purpose is defined as any requirement that is not ongoing and does not exceed five (5) consecutive workdays.

The Board agrees not to transfer employees under this Article for punitive, arbitrary or discriminatory reasons. The Board further agrees not to return an employee to their original assigned school in order to circumvent the five (5) consecutive days restriction referenced above.

12.15 (a) The Board shall not contract out any of the caretaking services performed by employees at any of the Board's existing facilities which are owned/leased and operated by the Board except as follows:

- (i) any leased or joint use facility where a condition of the agreement includes caretaking services, or
- (ii) any facility of less than 8,000 square feet.

Within this clause, "existing school facilities" shall mean any and all of the Board's schools and office complexes established on or before September 1, 1998, including additions to and replacement thereof with the above noted exceptions.

(b) No work will be contracted out if it causes:

- (i) the termination or layoff of an employee with seniority or;
- (ii) the permanent reduction of regular non-overtime hours of work for an employee with seniority,

except work that has been contracted out, on or before the date of signing of this collective agreement.

12.16 In order to provide continuity and for the purposes of consistency, while in office, the following Union Officers will be retained regardless of seniority:

President
Vice-President
Chief Steward
Stewards
Treasurer
Recording Secretary

ARTICLE 13

JOB POSTING

- 13.01(a) When a vacancy, other than a temporary vacancy of thirteen (13) weeks or less but including a vacancy caused by the creation of a new position, occurs in any occupational classification covered by this Agreement the Board post the position within two (2) weeks for five (5) working days setting forth the duties of the position, the school or other building involved, the rate of pay, hours of work the shift if applicable and the qualifications therefor. Any employee may apply for such position in writing within such (5) days. An appointment to such posted vacancy shall be made within three (3) weeks of the close of such job posting except in those circumstances where employees who have bid on such postings have not submitted data or information required by the posting in a timely fashion and in those circumstances where employees have withdrawn their application or selected an assignment further to another job posting.
- (b) An employee who has been selected to fill a vacancy may not for a period of six (6) months from the date the employee actually fills such vacancy apply to fill any other vacancy. However, an employee may, during the six (6) month period, bid on a job which represents a promotion (i.e., a job classification with a higher hourly rate or a higher coded Head Caretaker position) and the Board may promote such employee.
- (c) An employee who accepts a temporary assignment which is less than 3 months shall not take vacation during the period of the temporary assignment unless otherwise agreed upon between the employee and the employer: such requests shall not be unreasonably withheld.
- (d) No outside advertisement for a vacancy shall be placed until the applications of employees have been considered.
- 13.02 The Board shall consider the following two factors in determining which employee is to be selected:
- (i) relative seniority of the applicants; AND
 - (ii) the ability, knowledge, training and skill of the applicant to do the job.

When factor (ii) is relatively equal as between two (2) or more applicants, their relative seniority shall govern. If none of its employees who have applied for the vacancy is qualified to fill a vacancy, the Board may engage an employee from any other source.

- 13.03 The Board shall notify the Local Union of all hirings, layoffs, recalls, transfers, promotions and terminations of employment of all employees.
- 13.04(a) An assistant caretaker shall be designated to act in the place of a head caretaker who is absent while the school is open and shall be entitled to receive the head caretaker's rate of pay during such absence provided that the Board may at any time designate a spare caretaker to act in the place of an absent head caretaker.
- (b) Any employee, designated to act in the place of a head caretaker who is absent while the school is open, shall be entitled to receive the head caretaker's rate of pay during such absence.
- (c) Any employee, designated to act in the place of a head caretaker who is absent while the school is closed during July and August shall be entitled to receive the shift leader premium as defined in Article 14.03 during such absence.
- 13.05 An employee who is a successful applicant for a position in a job classification other than that which the employee previously occupied will be placed on a trial period in this position for a period of three (3) months. During such period the employee may return voluntarily to the previous job classification in the same Field Service area or department or may be returned to the previous job classification by the Board due to unsatisfactory performance. In the event the Board determines that a position in the previous job classification mentioned above is available for this purpose, it shall notify the Local Union and 13.01 and 13.02 shall not apply.
- 13.06 The Board shall fix the wage range for any new occupational classification at a range which the Board considers to be in line with the present ranges in effect under this Agreement on the date when fixed. If the Local Union believes that the range set on any new occupational classification is not in line with such present ranges then it may discuss such new range with a representative of the Board if a request is made within thirty (30) days of the installation of the new range. If within five (5) days of initiating the discussion of the new range, the parties cannot agree, the Local Union may submit the dispute to arbitration in accordance with section 6.09. In its submission to the board of arbitration, the Local Union shall state the range it proposes for the classification and why it believes the Board's new range is out of line with present ranges. If the board of arbitration is satisfied that the new range is out of line, then it may set the range at such range as it deems appropriate, but in no event higher than the range submitted by the Local Union.

If the board of arbitration should set a range the minimum of which is higher than that of the range set initially by the Board, then an employee who has been paid less than the minimum of the range set by the board of arbitration shall be awarded the difference between the rate the employee was being paid and the minimum of the range set by the board of arbitration for all hours worked at such rate commencing with the day upon which the Local Union initiated discussions of the range with the Board.

- 13.07 Where a temporary vacancy is created as a result of an employee's election to participate in the deferred salary plan as described in Article 16, the Board, notwithstanding the provisions contained elsewhere in Article 13, shall be entitled to fill such vacancy as deemed necessary by the Board.

ARTICLE 14

WAGES

14.01 The wage rates payable by the Board to employees in the occupational classifications established from time to time by the Board during the currency of this Agreement shall be as set out in Schedule A hereto. Such wages shall be paid by bank deposit to the credit of the employee on every other Friday or the immediately prior business day if such pay day be a holiday. Such wages shall include pay for all overtime performed and reported at least one (1) week prior to the pay day.

An employee shall be paid a shift premium of **\$0.65** per hour (**effective September 1, 2009 – \$0.67; effective September 1, 2010 – \$0.69; effective September 1, 2011 – \$0.71**) for work performed by the employee during afternoon shift hours (4 PM to midnight) or during night shift hours (midnight to 8 AM). For purposes of calculating overtime pay or Sunday premium, shift premiums shall not be considered as part of an employee's applicable hourly rate.

14.03 While three (3) or more assistant caretakers and/or cleaners are employed in one school building, the supervisor shall designate one (1) of such employees as the shift leader who shall be entitled to a leader's premium of **\$0.52** per hour (**Effective September 1, 2009 - \$0.54; effective September 1, 2010 - \$0.56; effective September 1, 2011 - \$0.58**) for work performed by the employee. In filling a job vacancy for a leader the Board shall select the employee having the greatest seniority in the school if the employee can perform the normal requirements of the job. For the purpose of calculating overtime pay or Sunday premium, such leader's premium shall not be considered as part of an employee's applicable hourly rate.

14.04 The wage rates set out in said Schedule A shall be payable as shown therein.

ARTICLE 15

SICK LEAVE

- 15.01 Sick leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled or because of an accident or illness for which compensation is not payable under the Workers' Compensation Act or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as "sickness").
- 15.02(a) Each employee, other than a probationary employee, will be allowed not more than twenty-four (24) days sick leave credit per year on the basis of two (2) days for every month of service.
- (b) Five (5) of such sick days will be credited in advance upon completion of the probationary period for usage in case of illness. Usage of advance sick days may require the employee to support an absence with the certificate of a qualified medical practitioner. Advanced sick leave credits will be charged against sick days credited under Article 15.02(a).
- 15.03 If in any calendar year an employee has not used all the sick leave to which entitled, the sick leave will accumulate and such unused portion shall be carried forward for use in future years.
- 15.04 If an employee is unable to work by reason of sickness **or if required to attend a doctor's appointment** for the under mentioned periods, then a deduction in the amount set opposite shall be made from the employee's sick leave credit if any:
- | | | |
|------------------------------------|---|---------|
| 0 - 3 hours | - | nil |
| more than 3 hours
up to 6 hours | - | 1/2 day |
| more than 6 hours
up to 8 hours | - | one day |
- 15.05 The Board may require an employee to produce a physician's certificate to support an absence on account of sickness in excess of three (3) days and, if it has expressly notified the employee, may require the employee to produce such a certificate to support an absence on account of sickness of any duration. Such request, which shall not be unreasonably exercised, shall be made in writing by the employee's Senior Manager of Facilities Services.

15.06 While an employee is on a leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credit the employee may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon return from such leave or upon being rehired subsequent to being recalled.

15.07 Leave without pay shall be granted to an employee who:

- (i) is not entitled to sick leave but who is required to be absent by reason of sickness; OR
- (ii) is unable to return to work at the termination of the period for which sick leave was granted.

15.08 The Board will maintain a record of all sick leave credits and any employee may apply to the Board for information as to the amount of the employee's sick leave credit. Each employee shall be informed bi-annually in writing as to the amount of such credits.

15.09 If an employee:

- (i) dies, the beneficiary named in the group life insurance policy with the Board, OR
- (ii) retires at age fifty-five (55) or older from the Board, the employee shall be entitled to a gratuity calculated in accordance with the following:

the employee's normal hourly rate of pay multiplied by the normal numbers of hours worked per day multiplied by the number of unused accumulated days of sick leave times the applicable percentage based on years of service:

Years of Service	Percentage of Leave Credits
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	12
12	14
13	16
14	18
15	21

16	24
17	27
18	30
19	33
20	36
21	39
22	42
23	45
24	48
25	50

but in no circumstances shall such gratuity exceed 50% of the employee's annual rate of salary at the date of such retirement or death.

- 15.10 An employee who is required to remain at home as the only one available to look after the needs of a family member who is seriously ill may apply to the employee's supervisor for a leave of absence. Such leave, if granted, shall be charged against the employee's accumulated sick leave.
- 15.11 If during vacation an employee suffers an illness or accident which incapacitates the employee for more than five (5) days and such illness or accident is supported by a physician's certificate acceptable to the Board, the employee for the period of such incapacity shall be regarded as having been on sick leave to the extent the employee had accumulated sick leave credits, and shall be permitted to take such portion of vacation for which the employee was so incapacitated at a later time acceptable to the employee and to the Board.
- 15.12 Notwithstanding any other provision herein contained, **the initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illness. Any additional accumulation beyond 12 days may be used either for personal illness or other leaves of absences as defined in the collective agreement.**

ARTICLE 16

LEAVES OF ABSENCE

General

16.01(a) Leaves of absence without pay, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:

- (i) the Board shall not be required to pay benefits during the leave;
- (ii) no credits will be made to the sick leave plan during the leave; however, any sick leave credits credited or accumulated prior to such leave, shall be available on resumption of employment with the Board; and
- (iii) vacation entitlement will be prorated in accordance with 11.01(b) and 11.01(c)

(b) An employee who is on any leave without pay for any reason other than illness or accident in excess of fifteen (15) working days or an employee who is on leave without pay in excess of thirty (30) working days by reason of sickness or accident not covered by Workplace Safety and Insurance may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health and life insurance plans if the employee pays the total cost of the premiums therefor.

16.02(a) If an employee is absent from work due to illness or accident for a period of one (1) year, or if such absence is contemplated to be for a period of one (1) year or more, the Board may post the employee's last position.

(b) If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance and LTD) and the last position which the employee held has been posted, the Board will make every reasonable effort to place the returning employee in a job in the same classification in the same field service centre.

Failing such placement, the employee will be assigned a temporary position in the same job classification. Should no vacancy occur, then clause 12.06 shall be applied. The Board shall not be required to post any position filled as a result of this clause; however, the returning employee may bid on other posted jobs immediately, notwithstanding clause 13.01(b).

Union Business

- 16.03(a) An employee who is elected or appointed for a full-time position with the Union, or who is elected to political office, shall be granted a leave of absence without pay, for a period of up to three (3) years. Such leave may be extended by the Board. Any employee granted such leave of absence shall provide the Board with six (6) months notice of return to work.
- (b) Upon written request by the Local Union, given not less than ten (10) days in advance, the Board shall grant a leave of absence for up to two (2) representatives designated by the Local Union, provided:
- (i) such leave is without pay or benefits;
 - (ii) such leave is for a period of thirteen weeks or less;
 - (iii) such leave does not unduly interfere with the Board's operations; and
 - (iv) all salary and benefits shall be paid by the Local Union and shall be administered by the Board through the normal payroll process.
- 16.04 Upon written request by the Local Union given not less than ten (10) days in advance to the Board (provided that in unusual circumstances the Board may waive such ten-day requirement), the Board shall grant a leave of absence without pay to the employees named in such request to absent themselves to attend conventions or seminars of the Union, limited however, to no more than five (5) employees at any one time and not more than seventy (70) person-days every two (2) calendar years, provided:
- (i) not more than one (1) employee at any one time from a location where there are three (3) or fewer employees shall be granted such leave from the same school or, same maintenance classification;
 - (ii) not more than two (2) employees at any one time from a location where there are four (4) or more employees shall be granted such leave from the same school or, same maintenance classification;
 - (iii) apart from the President of the Local Union who shall be entitled to no more than fifteen (15) such days off in any one (1) calendar year, no one (1) employee shall be entitled to more than ten (10) such days off in any one (1) calendar year; and

- (iv) no more than fifty (50) person days may be taken in any one (1) calendar year. An employee who is selected or elected to attend union conventions, etc. shall receive the pay and benefits provided for in the Agreement, however, the Union shall reimburse the Board for all pay during the period.

Compassionate Leave

- 16.05(a) The Board shall grant a leave of absence of up to a maximum of five (5) consecutive regularly scheduled work days with pay, immediately following a death in the employee's immediate family. Immediate family is defined as spouse, parent, child, brother, sister, **grandparent, grandchild**, mother-in-law or father-in-law of the employee.
 - (b) The Board shall grant an employee a leave of absence of up to a maximum of two (2) consecutive days with pay for attendance at the funeral or for a period of mourning immediately following the death, of an uncle, aunt, brother-in-law, son-in-law, daughter-in-law **or** sister-in-law of the employee.
 - (c) Where by reason of the death of a relative referred to in (a) or (b) an employee requires additional time to that granted under (a) or (b), the Board, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.
- 16.06 The Board may grant up to eight (8) hours' leave with pay to an employee to attend a funeral during the employee's normal working hours.

Urgent Personal Business

- 16.07 Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside regular hours of work.
- An employee may be granted a leave of absence of up to two (2) days in a calendar year by the employee's Manager, or designate, for urgent personal business and such leave shall be charged against the employee's accumulated sick leave.

Pregnancy/Parental Leave

- 16.08(a) Upon request, employees shall be granted pregnancy/parental leave without pay in accordance with the Employment Standards Act.
- (b) Employees who take leaves in accordance with the Employment Standards Act shall return to the same school and/or assignment.

- (c) (i) Upon application by the employee granted a statutory pregnancy and/or parental leave, the Board shall continue to pay its share of those benefit plans which the employee already enjoys in accordance with the Employment Standards Act.
 - (ii) Employees granted statutory pregnancy and/or parental leave shall continue to accumulate seniority, sick leave credits and vacation entitlement.
 - (iii) An employee is eligible to apply for leave beyond the statutory pregnancy and/or parental leave provisions under the conditions set out in section 16.01 (a). It is understood that the total time for the statutory leave plus any discretionary leave granted under 16.01 (a) shall not exceed one year.
- (d) An employee taking a statutory pregnancy and/or parental leave who is subject to a waiting period of at least two weeks before receiving E.I. benefits, shall receive a Supplemental Unemployment Benefits (SUB) payment as described in Appendix B, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in E.I. benefits for a two week period.
 - (e) A male employee that is entitled to payments under the Employment Insurance Act by reason only of his wife's inability to look after their new-born child, as certified by a medical practitioner, shall be granted a leave of absence without pay to continue until such payments cease or for a maximum of seventeen (17) weeks.
 - (f) Board will establish a Supplemental Unemployment Benefits Plan, effective January 1, 1991, or the date the plan is approved by Human Resources Development Canada (HRDC), whichever is later, as described in Appendix B. An employee taking a maternity/adoption leave which commences on or after the day the plan commences, who is subject to a waiting period of at least two weeks before receiving E.I. benefits, shall receive a payment, upon appropriate verification to the Board. This payment shall be the same amount as the employee receives in E.I. benefits for a two week period.

Extended Vacation

- 16.09 An employee, on application to the Human Resources Department, shall be granted a leave of absence without pay for up to three (3) weeks to be taken in conjunction with the employee's annual vacation provided:
- (i) such leave shall not be granted more than once every four (4) years;
 - (ii) such leave may be denied when in the Coordinator's opinion the absence of such employee and of any other employees by reason of any leave, illness, accident or vacation would impair the efficiency of operations;

Any such denial may not be submitted to the grievance procedure set out in Article 6 but may be discussed by the Local Union officers with a representative of management designated by the Board;

- (iii) the application for such leave shall be made at least fifteen (15) days in advance but the Board may waive such requirement in unusual circumstances;
- (iv) such leave of absence if taken in conjunction with the employee's annual vacation shall not result in an absence in excess of eight (8) consecutive weeks.

Workplace Safety and Insurance

- 16.10(a) Any employee receiving Workplace Safety and Insurance benefits shall be regarded as being on leave of absence without pay beginning on the first day for which such benefits are received. Such leave shall be granted initially for a period of time not exceeding one (1) year and upon request(s) shall be extended from time to time for up to, but not exceeding, two (2) full years from the date on which the leave began.
- (b) Employees who are in receipt of compensation, except where the compensation is in the form of a permanent disability pension or a pension from the Workplace Safety and Insurance Board, remain eligible for benefits. The Board shall continue to pay its share of premiums required to be paid under Article 18.

Long Term Disability

- 16.11 Any employee receiving LTD benefits shall request a leave of absence without pay to commence at the same time as the first payment for LTD benefits. Such leave shall be granted initially for a period of time not exceeding one year. Upon request(s), such leave shall be extended from time to time for a period of up to two (2) full years from the date on which the leave began.

Deferred Salary Plan

- 16.12 The Board will grant leaves of absence of one (1) year to employees on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:
 - (i) any permanent full-time employee who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
 - (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed five (5) in any one work year;

- (iii) an employee wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the employee to be considered for participation in the Plan commencing at the start of the following prescribed work year;
- (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Director who shall make the final decision. An employee whose application is approved by the Director shall be so informed by June 1 next following;
- (v) each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:
 - (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the employee shall be paid 80% of the salary and allowances to which the employee is otherwise entitled under Article 18.
 - (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;
 - (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the employee's participation in the Plan;
 - (4) during such work year of the leave of absence the Board shall
 - A. pay the employee all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 10.02, as the employee may direct, and
 - B. pay that portion of the premiums payable for the benefit plans set out in sections 18.01, 18.02 18.06 and 18.07 which it would have paid if the employee were not on leave;
 - (5) the employee shall pay that portion of the premiums payable for such benefit plans which the employee would have paid if the employee were not on leave and the employee's contributions to the Ontario Municipal Employees Retirement System;

- (6) subject to any other provisions of the collective agreement, on the employee's return from the leave, the employee shall be returned to the same position and location, provided they still exist, in which the employee was employed immediately prior to such leave, if in the view of the Board it is practicable;
 - (7) during such leave, the employee's seniority shall accumulate;
 - (8) the employee shall not be entitled to any sick leave credits during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
 - (9) an employee declared redundant under Article 11 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The employee shall then be paid within sixty (60) days a lump sum equal to the employee's contributions plus interest accrued to date of the withdrawal;
 - (10) the employee may withdraw from the Plan
 - A. provided no replacement for the employee has been engaged by the Board,
 - B. but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board;
 - (11) notwithstanding the foregoing, the Board may, if it is unable to employ an employee as a suitable replacement for the participating employee who is on leave, defer such leave for up to one (1) year. In such event the participating employee may withdraw from the Plan and the employee shall then be paid within sixty (60) days a lump sum equal to the employee's contribution plus interest accrued to the date of such withdrawal;
 - (12) if an employee dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the employee's personal representative, in the event of the employee's death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, termination or leaving, as the case may be;
- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any employee entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by the employee in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the employee.

Other

- 16.13(a) An employee shall be entitled to the employee's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court in any proceeding in which the employee is not charged.
- (b) If an employee is charged with a criminal or quasi-criminal offence and is not found guilty of that offence and any other offence, or if the charge is withdrawn, such employee shall be entitled to draw on the employee's accumulated sick leave credits for the number of days that the employee was absent from work because of attendance at court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the employee has the option of electing to be tried in night court.
- 16.14 An employee who requires time off to attend Citizenship Court for the purpose of being admitted as a Canadian citizen shall be granted leave with pay.

ARTICLE 17

UNION SECURITY

17.01 Any employee shall become a member of the Union at the conclusion of the employee's probationary period and shall remain, as a condition of continuing employment, a member in good standing of the Union in accordance with its constitution and by-laws; provided that the Board shall not be required to discharge an employee because said individual has been expelled or suspended from membership in the Union for the reason that the employee:

- (i) was or is a member of another trade union;
- (ii) has engaged in activity against the Union or on behalf of another trade union;
- (iii) has engaged in reasonable dissent within the Union;
- (iv) has been discriminated against by the Union in the application of its membership rules; AND
- (v) has been required to pay initiation fees, dues or other assessments to the Union which are unreasonable.

17.02 The Board shall deduct from each pay cheque during the life of this Agreement a sum equal to the Union dues as determined by the Union's constitution. The Board shall remit such deductions to the national Secretary-Treasurer of the Canadian Union of Public Employees, together with a list of names of the employees from whom such deductions were made, and their respective monthly earnings, prior to the fifteenth (15th) day of the month following the month for which such deductions were made.

ARTICLE 18

WELFARE BENEFITS

18.01 The Board shall pay 100% of the premiums in effect on **June 1, 2005** for participation by each employee (and any dependents) who has completed the probationary period.

Effective **December 1, 2008** the Board shall pay 100% of the premium in effect on **June 1, 2006**.

Effective **September 1, 2009** the Board shall pay 100% of the premium in effect on **June 1, 2007**.

Effective **September 1, 2010** the Board shall pay 100% of the premium in effect on **June 1, 2008**.

Effective September 1, 2011 the Board shall pay 100% of the premium in effect on June 1, 2009.

- (i) Extended Health Care Plan - 10/20 deductible with a rider providing \$250 every two years for eye care;
- (ii) Group Life (3 times wages and a paid-up Life Policy of \$5,000 on normal retirement);
- (iii) A \$7.00 dispensing fee cap will apply to all prescriptions.
- (iv) Effective September 1, 2002 over-the-counter drugs to be ineligible for reimbursement;
- (v) Effective September 1, 2002 orthotic benefit coverage to be capped at \$500 annually;
- (vi) Effective December 1, 2005 the Extended Health Care Plan set out will include an annual aggregate of \$500 per person for all of the following: psychologist, speech therapist, podiatrist, acupuncture, chiropodist, registered massage therapist, osteopath, naturopath, chiropractor, and physiotherapist.

18.02 The Board shall provide the Dental Plan for each employee (and any dependents) who has completed 3 months of the probation period based on the applicable **2005** Ontario Dental Association (ODA) tariff, with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person.

Effective **December 1, 2008** the Board shall provide the Dental Plan based on the applicable **2006** ODA Tariff.

Effective **September 1, 2009** the Board shall provide the Dental Plan based on the applicable **2007** ODA Tariff.

Effective **September 1, 2010** the Board shall provide the Dental Plan based on the applicable **2008** ODA Tariff.

Effective September 1, 2011 the Board shall provide the Dental Plan based on the applicable 2009 ODA Tariff.

- 18.03 Benefits coverage outlined in Article 18.01 and 18.02 **are** extended to dependents up to the age of twenty-five (25) who are enrolled full-time in a post secondary school institution.
- 18.04 The Board shall have the right to determine the carrier for any of the benefit plans covered in sections 18.01, 18.02 and 18.07, provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall consult with the Union regarding any plan changes before they are implemented.
- 18.05 The Board shall continue to contribute on behalf of its employees as required by the Ontario Municipal Employees' Retirement System including Supplemental Type 1.
- 18.06 As provided in The Education Act, the Board shall reimburse an employee's legal costs where an employee has been acquitted of a criminal charge related to or arising out of employment with the Board.
- 18.07 Any EI rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article. Upon ratification of this collective agreement, the Board shall advise the Union on an annual basis, in September, of the amount of the EI rebate, if any, that had been so applied in the previous year.
- 18.08 The Board, shall continue the Long Term Disability plan in which all eligible employees are required to participate, and shall pay 75% of the premiums in effect on January 1, 1993.
- 18.09 All employees regardless of age, will be eligible to enrol in the dental and extended health care plans.**

ARTICLE 19

SUPPLY CARETAKERS, PART-TIME AND TEMPORARY EMPLOYEES

Supply Caretakers

19.01 Supply caretakers shall be entitled to or subject to the following:

- (i) the rate of pay for a supply caretaker shall be the rate of an assistant caretaker as set out in Schedule A;
- (ii) the employee shall be temporarily assigned such work as is required by the Board from time to time only to replace other employees who are absent from work because of illness, accident, while on Workers' Compensation, vacation, or authorized leave of absence; or during an emergency;
- (iii) In lieu of benefits payable under Articles 10, 15, 16 and 18, a supply caretaker who has completed probation shall be paid an amount equal to **10.77% (effective September 1, 2009 – 11.09%; effective September 1, 2010 – 11.42%; and effective September 1, 2011 – 11.76%)** of the employee's hourly rate for each hour worked.
- (iv) employees transferred for other than disciplinary reasons to a Supply Caretaker position shall continue to receive those benefits payable under Articles 10, 15, 16 and 18;
- (v) vacation pay shall be paid in accordance with the Employment Standards Act;
- (vi) the relative seniority of supply caretakers hired after June 1, 1999 and who have completed probation shall be determined by their most recent date of hire; the relative seniority of supply caretakers hired after September 1, 2005 and who have completed seniority shall be determined by the number of days worked
- (vii) the continuous service of supply caretakers shall be determined by the number of days worked;
- (viii) work assignments shall be distributed among the supply caretakers within each region as equally as practicable; assignments of two or more weeks' duration shall be made in order of seniority.
- (ix) a supply caretaker shall not be assigned the duties of a head caretaker unless there are no spare caretakers available and no assistant caretaker in the school is willing to accept the assignment.

- (x) a supply caretaker who is given an assignment of ten (10) or more continuous days is entitled to participate in that school's permit coverage rotation.

Part-time Employees

- 19.02 Employees ("part-time employees") regularly required to work less than eight (8) hours a day (e.g., cleaners), shall be entitled to the benefits herein provided, including holidays, leaves with pay, vacations, sick leave, on a pro rata basis and to the welfare benefits as set out in sections 18.01 and 18.02.
- 19.03 If a part-time employee agrees to additional hours over and above those scheduled from time to time in order to do the work of an employee in a higher pay classification who is absent, the payment for the additional hours shall be at the higher rate of pay.

Temporary Employees

- 19.04 (a) A "temporary position" is one which the Board believes will not continue for more than one year. The Board may advertise such position as a temporary position, provided the position is posted, if required, under Article 13.
- (b) A "term employee" is a person hired by the Board to fill a temporary position.
- (c) The employment status of a term employee is neither probationary nor permanent.
- (d) The employment will terminate upon completion of the job for which the term employee was hired or upon the expiration of the specified time period.
- 19.05 Term employees shall be entitled to receive the appropriate wage rate of the job classification as set out in Appendix A.
- 19.06 Term employees who have completed ninety (90) working days shall be entitled to sick leave credits in accordance with the sick leave plan, Article 15, and the coverage under the benefit plans set out in Article 18, with the exception of the Ontario Municipal Employees Retirement System, Group Life Insurance and LTD.
- 19.07 An employee who has accepted a term position may bid for posted positions which begin after the end of the duration of the term position.
- 19.08 (a) Employees who have one (1) year of continuous service with the Board in temporary positions, will be deemed to begin a probationary appointment on the day following the first anniversary of their appointment.

- (b) Further, employees who have one (1) year of continuous service with the Board in temporary positions, and who will continue in the same position which they have held for the past ninety (90) working days, will be deemed to have completed their probationary period on the day following the first anniversary of their appointment, notwithstanding clause 12.01.
- 19.09 If a temporary position subsequently becomes a permanent position, the temporary position will be deemed to have ended and the Board shall post the position.

ARTICLE 20

MISCELLANEOUS

- 20.01 The Board shall continue to supply uniforms to employees, who shall remain responsible for the laundering and repair thereof, on the following basis:
- (a) cleaners will be supplied with three (3) smocks per year,
 - (b) maintenance and truck driver employees shall be issued every two (2) years one (1) cap, one (1) jacket and one (1) winter coat (i.e. bomber jacket or parka);
 - (c) each employee, other than cleaners, shall be issued annually two (2) pairs of pants, three (3) shirts and a tie; however:
 - (i) maintenance employees may substitute one (1) pair of coveralls for one pair of pants;
 - (ii) caretakers may substitute with the approval of their immediate supervisor to the closest dollar value of three (3) shirts, two (2) pair of pants and a tie, a jacket, winter coat (i.e. bomber jacket or parka) or cap;
 - (iii) summer weight pants and short-sleeved shirts may be obtained in lieu of heavy weight pants and long-sleeved shirts;
 - (d) full uniform (as outlined in 20.01(c)) shall be provided to each new employee who has completed the probationary period.
 - (e) such of the aforementioned clothing as may be deemed appropriate by the joint union/management uniform committee shall be worn by employees on duty.
- 20.02 Each maintenance, truck driver, courier and warehouse employee shall be required to wear safety boots. To assist these employees and any other employee required by the Board to wear safety boots in the purchase of boots, the Board shall give each employee, provided the employee has completed probation, an allowance of ninety-five dollars (\$95) **(Effective January 1, 2010 Boot Allowance to be increased to \$150.00; effective January 1, 2011 Boot Allowance to be increased to \$175.00)** once every twelve (12) months and payable with the last pay of January each year.
- 20.03 In the event that an employee is transferred or assigned, after the annual January payment of the boot allowance, to a position requiring safety boots, an allowance pro-rated on the basis of the aforementioned boot allowance shall be paid to such employee with the first pay following the transfer or assignment of said employee.

- 20.04 The Board shall provide bulletin boards accessible to the employees and shall post notices of Union meetings and other notices approved by the Coordinator of Human Resources on such boards.
- 20.05 The Board shall supply all tools and equipment required by employees, other than maintenance employees, in the performance of their duties. The Board shall cause to be sharpened twice each year up to four (4) saws of each carpenter. The Board shall continue to supply all hacksaw blades and drill bits. The Board shall pay a tool allowance once every twelve (12) months and payable with the last pay of January each year to each employee in the undermentioned classifications provided the employee has completed probation:

		<u>January 1, 2010</u>	<u>January 1, 2011</u>
carpenter, plumber,	\$180	\$200	\$225
electrician & steamfitter	\$180	\$200	\$225
mason, tile setter & glazier	\$180	\$200	\$225
field service technician	\$180	\$200	\$225
fire alarm technician	\$180	\$200	\$225
maintenance mechanic	\$180	\$200	\$225
general maintenance II	\$180	\$200	\$225

- 20.06 (a) Any employee who is required to use a car (or other approved vehicle) in connection with the employee's work, shall be paid a travel allowance at the following rate:

\$0.36 per kilometre; and
\$0.42 per kilometre (effective January 1, 2009);
\$0.45 per kilometre (effective January 1, 2010).

- (b) If public transportation is used for one kilometre or more, the Board will pay the full fare.
- 20.07 If any member of the caretaking staff is absent from work during the school year, the Board shall supply substitute help by way of a spare or supply caretaker by at least the day after the second day.
- 20.08 The Board shall permit the Local Union at its expense to have installed a telephone in the caretakers' room occupied by the President and the Chief Steward of the Local Union to enable them to carry out their duties.

- 20.09 The Board shall discuss with up to three (3) representatives of the Local Union the existing facilities for eating and changing for caretakers in school buildings and for Union members at the shop and warehouse with a view to alleviating any substandard conditions. In the event the Board proposes to convert to a different use any room presently used by caretakers for eating, it shall first discuss the matter with the representatives of the Local Union.
- 20.10 A Union/Management meeting between officers of the Local Union and representatives of management will meet periodically to discuss matters of mutual concern. Union and Management will each be represented by a maximum of six (6) representatives. The party requesting the meeting shall provide a proposed agenda with any request for such a meeting. When meetings are held during an employee's working hours, no loss of pay will result.
- 20.11 Caretakers assigned to a split location shall be entitled to participate in the assignment of permit supervision duties on a pro-rated basis at each of the two schools to which they are assigned.

In the event that one of the schools of the split school assignment has no permits, such caretaker shall be entitled to a full rotation of permit supervision assignments at the school with permits.

ARTICLE 21

SKILLS AND TRAINING

- 21.01(a) Subject to the availability of funds, the Board, in each school year, shall pay the cost of tuition and the books required of employees to pursue a program leading to qualifications as a fourth class stationary engineer or other courses approved by the Board. Any funds granted to an employee for such purpose shall be in accordance with the following:
- (i) the applicant shall have a minimum of three (3) years experience with the Board;
 - (ii) applications shall be submitted in writing not later than **May 31** to the **Superintendent of Human Resources or designate**;
 - (iii) selection shall be made by a committee comprised of equal numbers of employees and the Board's administrative officials but not more than three (3) of each;
 - (iv) the committee shall make recommendations to the Director of Education taking into consideration the recommendation of the applicant's manager and the relative lengths of service of the applicants.
- (b) If the funds available are insufficient, the committee may apportion the available funds among the applicants.
- (c) The Board will make every reasonable effort to provide eligible employees with the opportunity to obtain the required steam time by:
- (i) establishing a training centre(s) at one/two secondary schools with registered steam plants;
 - (ii) reserving one of the assistant caretaker positions at such training centre for the assignment of eligible employees on a revolving basis;
 - (iii) paying eligible employees while assigned to the training centre the regular basic wage rate received just prior to such assignment; and
 - (iv) temporarily filling positions held by such employees during the training period without posting the vacancy.

ARTICLE 22

JOB MODIFICATION

Hiring the Disabled

22.01 In the event that the Board wishes to employ a person or to arrange for the return to work of an employee who has a disability that constitutes a handicap as defined in the Human Rights Code in the performance of any work to be done by such person or employee for the Board, the Board may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this Agreement.

Workplace Safety and Insurance

22.02(a) The Board agrees to meet its obligations under the Workplace Safety and Insurance Act with respect to every employee who suffers injury by accident arising out of and in the course of employment with the Board, and who has been deemed fit to return to work.

(b) The Board agrees to establish a committee comprised of not more than two (2) representatives of the Union and two (2) representatives of the Board. The committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modifications to the existing jobs and descriptions of other jobs appropriate to such employees' capabilities.

The committee will take into account:

- (i) the type of work the individual is capable of performing;
- (ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
- (iii) the level of the individual's physical and occupational abilities;
- (iv) the level of educational qualifications possessed by the individual; and
- (v) the type of training or modification of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.

(c) Should jobs be recommended by the committee requiring a new wage rate, the committee shall advise the Board and the Union, and the parties shall meet to negotiate an appropriate rate of pay for the new job or classification.

ARTICLE 23

SEXUAL HARASSMENT

- 23.01 The Sexual Harassment Policy and complaint procedures as established by the Board and as amended from time to time shall apply to all employees covered by this Collective Agreement.
- 23.02 The Board and all employees recognize that every employee has the right to freedom from assault in the workplace. The policy statements of the Board on Safe Schools shall apply to all employees covered by this Collective Agreement.
- 23.03 All employees will be issued with a copy of the Board's Sexual Harassment and Race and Ethnic Relations and Multiculturalism policies.

ARTICLE 24

TERMINATION

24.01 Except as otherwise expressly provided herein, this Agreement shall become effective on the **1st day of September, 2008**. It shall terminate at midnight on **August 31, 2012**.

ARTICLE 25

NOTICE OF RENEWAL

- 25.01 Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested. In the event such notice is given, then, notwithstanding the subsequent termination of this Agreement, the Board shall not, except with the consent of the Union, alter the rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees and the Union shall not, except with the consent of the Board, alter any term or condition of employment or any right, privilege or duty of the Board, the Union or the employees, until the lapse of the appropriate period referred to in section 86(2) of The Labour Relations Act or until the right of the Union to represent the employees has been terminated, whichever occurs first. The grievance procedure, as provided herein, including arbitration shall be available during the period while the aforesaid prohibitions continue in force with respect to any grievance or policy difference arising with respect to said rates of wages or any other term or condition of employment or any right, privilege or duty of the Board, the Union or the employees.
- 25.02 For the purpose of sending proper notices herein, the following shall be the addresses of the respective parties:

Director of Education, Business Services
Toronto Catholic District School Board
80 Sheppard Avenue East,
Toronto, ON
M2N 6E8

Canadian Union of Public Employees
305 Milner Avenue, Suite 800
Scarborough, ON
M1B 3V4

Recording Secretary
Local 1280
Canadian Union of Public Employees
(as the Board is notified)

25.03 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

IN WITNESS WHEREOF the Board has caused its corporate seal to be affixed hereto under the hands of its proper officers in that behalf and the authorized representatives of the Union and of the Local Union have set their hands and seals.

EXECUTED at Toronto as of the date first above written.

FOR THE UNION

David B. Covringe
George Ferlenda
R. Ferlenda
Joe Ferraro
Denise Carter
A. De Santis

FOR THE BOARD

Mulvaney
Branche
Drozdz
Ranfaglia
B. Kuchwisch
Mychalski

APPENDIX A

SCHEDULE A

Classification	<u>Code</u>	Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
Head Caretaker:					
0 - 29,999 sq.ft.	1	22.09	22.75	23.43	24.13
30,000 - 39,999	2	22.60	23.28	23.98	24.70
40,000 - 54,999	3	22.79	23.47	24.17	24.90
55,000 - 74,999	4	23.13	23.82	24.53	25.27
75,000 - 89,999	5	23.55	24.26	24.99	25.74
90,000 - 99,999	6	24.12	24.84	25.59	26.36
100,000 - 129,999	7	24.96	25.71	26.48	27.27
130,000 - 199,999	8	25.77	26.54	27.34	28.16
200,000 sq. ft. & over	9	26.67	27.47	28.29	29.14
Spare Caretaker		22.01	22.67	23.35	24.05
Assistant Caretaker		20.50	21.12	21.75	22.40
Cleaner		19.81	20.40	21.01	21.64
Cyclical Caretaker		20.50	21.12	21.75	22.40
Permit Supervisor		18.83	19.39	19.97	20.57
Permit Cleaner		20.50	21.12	21.75	22.40
Junior Warehouseman		20.90	21.53	22.18	22.85
L/H Truck Driver		23.85	24.57	25.31	26.07
Truck Driver		20.50	21.12	21.75	22.40
General Maintenance		20.50	21.12	21.75	22.40
General Maintenance II		22.01	22.67	23.35	24.05
Electrician		31.79	32.74	33.72	34.73
Plumber		32.57	33.55	34.56	35.60
Steamfitter		32.57	33.55	34.56	35.60
Carpenter		30.00	30.90	31.83	32.78
Senior Carpenter		30.85	31.78	32.73	33.71
Glazier		28.63	29.49	30.37	31.28
Mason/Tilesetter		30.00	30.90	31.83	32.78
Field Service Technician		26.67	27.47	28.29	29.14
Fire Alarm Technician		26.67	27.47	28.29	29.14
Security Technician		26.67	27.47	28.29	29.14
BAS Technician		32.57	33.55	34.56	35.60
Maintenance Mechanic		23.46	24.16	24.88	25.63
Head Trade		*See below			

Caretaker required to have qualifications as a Stationary Engineer and those who have Building Environmental System Class II Certificate plus **\$0.35** cents per hour.

Effective September 1, 2009 the allowance shall be increased to \$0.37.

Effective September 1, 2010 the allowance shall be increased to \$0.38.

Effective September 1, 2011 the allowance shall be increased to \$0.39.

Truck Driver required to have a "DZ" Licence plus **\$0.60** cents per hour.

Effective September 1, 2009 DZ allowance shall be increased to \$0.62.

Effective September 1, 2010 DZ allowance shall be increased to \$0.65.

Effective September 1, 2011 DZ allowance shall be increased to \$0.67.

During the probation period, an employee's hourly rate shall be \$1.00 an hour less than the employee's rate set out above for new employees.

*Head Trade to receive an allowance of **\$2.06** per hour in addition to the employee's regular hourly rates of pay.

Effective September 1, 2009 - \$2.12;

Effective September 1, 2010 - \$2.19;

Effective September 1, 2011 - \$2.25.

APPENDIX B

LETTER OF UNDERSTANDING

WHEREAS the Board has been informed by HRDC that the Supplemental Unemployment Benefit ("SUB") Plan respecting pregnancy and parental leaves under the said collective agreement does not meet all the conditions of subsection 57(13) of the Employment Insurance Regulations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter expressed and contained, the Board and the Union do covenant, undertake and agree the one with the other as follows:

1. Employees must apply for and must be in receipt of unemployment insurance benefits to receive payments under the SUB Plan within the meaning of s.57(13)(c) of the Employment Insurance Regulations.
2. Employees have no vested right to payments under the SUB Plan except to payments during a period of unemployment specified in the SUB Plan within the meaning of s.57(13)(h) of the Employment Insurance Regulations.
3. Payments to employees respecting guaranteed annual remuneration or respecting deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan within the meaning of s.57(13)(i) of the Employment Insurance Regulations.

APPENDIX C

LETTER OF AGREEMENT
Re: Application of Article 13.02

Without prejudice to the Management clauses in Article 2, the Board agrees to the following amendments to its administrative procedures relating to the application of Article 13.02:

For the purpose of this clause the following definitions apply:

Category A – Codes 1, 2, 3, 4, 5 and 6

Category B – Codes 7, 8, 9 and 9+

- (a) Any employee who:
- (i) is in the position of Head Caretaker in a Category A school or is on Prequalified List A or List B; and
 - (ii) possesses the requisite skills for the posting being sought, as determined by the immediate supervisor of the employee; and
 - (iii) has a seniority ranking greater than other applicants; and
 - (iv) applies for a Head Caretaker position in a Category A school

shall be awarded the position subject to all other provisions of the collective agreement and. be subject to the selection process that may be in effect, from time to time, with respect to the filling of Head Caretaker vacancies.

- (b) Any employee who:
- (i) is in the position of Head Caretaker in a Category B school or is on Prequalified List B; and
 - (ii) possesses the requisite skills for the posting being sought, as determined by the immediate supervisor of the employee; and
 - (iii) has a seniority ranking equal to or greater than other applicants; and
 - (iv) applies for a Head Caretaker position in a Category A or B shall be awarded the position subject to all other provisions of the collective agreement.

2. Prequalified List A and Prequalified List B shall be such list of bargaining unit members that have pre-qualified, by such selection process that may be in effect from time to time, for posted Head Caretaker vacancies in Category A and Category B schools respectively.
3. The Board agrees to,
 - (i) recognize the Seneca College Course 701 as equivalent to the Building Operator's Course
 - (ii) reimburse up to forty employees per year, who successfully complete the Seneca 701 course
 - (iii) study equivalency of courses in other community colleges.
4. The revised selection process as outlined above shall take effect January 1, 2005.

APPENDIX D

LETTER OF INTENT

RE: SELECTION PROCESS

It is the intent of the Board to amend its Head Caretaker selection process in the fall of 2004 pursuant to its proposed amendments to Appendix C of the collective agreement.

Central to the revised selection process will be the creation of lists of employees having prequalified for consideration in the selection of candidates for head caretaker.

In this regard, it will be the Board's intent to meet with the Union in order to discuss the procedures the Board intends to implement for the selection process and invite any suggestions and observations that the Union would care to make prior to the implementation of such revised selection process.

APPENDIX E

Ms. Denise Carter
National Representative
Canadian Union of Public Employees

Dear Ms. Carter:

RE: Local 1280 - OHIP

In recognition that, effective January 1, 1990, OHIP was fully funded by means of an employer payroll tax, it is agreed that all Collective Agreement provisions with respect to OHIP will be removed from the Collective Agreement. If later OHIP funding reverts back to a premium payment system, it is agreed that all OHIP provisions, removed as a result of employer payroll tax funding, will be reinstated in the Collective Agreement, with funding up to 100% of the premium levels in effect on December 31, 1989.

Yours truly,
B. Dubniak
Senior Coordinator of Employee Relations

APPENDIX F – SCHEDULE B**(Updated – January 30, 2009)**School Codes

1 – 0	– 29,999	5 – 75,000	– 89,999	9 – 200,000 & over
2 – 30,000	- 39,999	6 – 90,000	– 99,999	
3 – 40,000	– 54,999	7 – 100,000	– 129,999	
4 – 55,000	– 74,999	8 – 130,000	– 199,999	

Note: All square foot calculations in Schedule B are subject to confirmation

SCHOOL		SQUARE FT BUILDING	# OF PORTABLES	SQUARE FT PORTABLES	SQUARE FT TOTAL	CODE
CEC	Admin	144940			144940	8
WAREHOUSE	Admin	32088			32088	2
ALL SAINTS	ELEMENTARY	58062	2	1500	59562	4
ANNUNCIATION	ELEMENTARY	30548	2	1500	32048	2
BL. KATERI TEKAKWITHA	ELEMENTARY	26609	3	2250	28859	1
BL. MARGHERITA CITTA d'	ELEMENTARY	35186	0	0	35186	2
BLESSED JOHN XX111	ELEMENTARY	41469	0	0	41469	3
BLESSED SACRAMENT	ELEMENTARY	44686	0	0	44686	3
BLESSED TRINITY	ELEMENTARY	34195	1	750	34945	2
CANADIAN MARTYRS	ELEMENTARY	41557	0	0	41557	3
CARDINAL LEGER	ELEMENTARY	39887	3	2250	42137	3
CHRIST THE KING	ELEMENTARY	32140	1	750	32890	2
CORPUS CHRISTI	ELEMENTARY	57986	0	0	57986	4
D'ARCY MCGEE	ELEMENTARY	82002	0	0	82002	5
EPIPHANY OF OUR LORD	ELEMENTARY	26082	0	0	26082	1
FATHER SERRA	ELEMENTARY	31318	9	6750	38068	2
HOLY ANGELS	ELEMENTARY	33913	0	0	33913	2
HOLY CROSS	ELEMENTARY	41211	0	0	41211	3
HOLY FAMILY	ELEMENTARY	62577	0	0	62577	4
HOLY NAME	ELEMENTARY	76751	0	0	76751	5
HOLY REDEEMER	ELEMENTARY	23855	0	0	23855	1
HOLY ROSARY	ELEMENTARY	35712	0	0	35712	2
HOLY SPIRIT	ELEMENTARY	34098	4	3000	37098	2
IMM. HEART OF MARY	ELEMENTARY	28708	0	0	28708	1
IMMACULATE CONCEPTION	ELEMENTARY	55059	0	0	55059	4
J. CARDINAL SLIPYJ	ELEMENTARY	42803	10	7500	50303	3
JAMES CULNAN	ELEMENTARY	67982	0	0	67982	4
MOTHER CABRINI	ELEMENTARY	28815	2	1500	30315	2

SCHOOL		SQUARE FT BUILDING	# OF PORTABLES	SQUARE FT PORTABLES	SQUARE FT TOTAL	CODE
MSGR. JOHN CORRIGAN	ELEMENTARY	32248	0	0	32248	2
NATIVITY OF OUR LORD	ELEMENTARY	30289	10	7500	37789	2
O.L. OF FATIMA	ELEMENTARY	65506	2	1500	67006	4
O.L. OF GRACE	ELEMENTARY	29396	2	1500	30896	2
O.L. OF GUADALUPE	ELEMENTARY	23489	1	750	24239	1
O.L. OF LOURDES	ELEMENTARY	69079	0	0	69079	4
O.L. OF MT. CARMEL	ELEMENTARY	29235	0	0	29235	1
O.L. OF P. HELP	ELEMENTARY	29988	0	0	29988	1
O.L. OF PEACE	ELEMENTARY	44353	3	2250	46603	3
O.L. OF SORROWS	ELEMENTARY	61407	5	3750	65157	4
O.L. OF THE ASSUMPTION	ELEMENTARY	18593	4	3000	21593	1
O.L. OF VICTORY	ELEMENTARY	67594	0	0	67594	4
O.L. OF WISDOM	ELEMENTARY	25437	3	2250	27687	1
POPE PAUL	ELEMENTARY	44833	0	0	44833	3
PRECIOUS BLOOD	ELEMENTARY	40877	1	750	41627	3
PRINCE OF PEACE	ELEMENTARY	39521	0	0	39521	2
REGINA MUNDI	ELEMENTARY	45622	2	1500	47122	3
SACRED HEART	ELEMENTARY	41211	1	750	41961	3
SANTA MARIA	ELEMENTARY	27707	0	0	27707	1
SENHOR SANTO CRISTO	ELEMENTARY	53918	0	0	53918	3
ST JOSAPHAT (BER)	ELEMENTARY	85958	0	0	85958	5
ST. AGATHA	ELEMENTARY	21122	10	7500	28622	1
ST. AGNES	ELEMENTARY	22822	4	3000	25822	1
ST. AIDAN	ELEMENTARY	35551	1	750	36301	2
ST. ALBERT	ELEMENTARY	26674	11	8250	34924	2
ST. ALPHONSUS	ELEMENTARY	48657	0	0	48657	3
ST. AMBROSE	ELEMENTARY	35196	1	750	35946	2
ST. ANDREW	ELEMENTARY	54505	2	1500	56005	4
ST. ANGELA	ELEMENTARY	68864	0	0	68864	4
ST. ANN	ELEMENTARY	50669	0	0	50669	3
ST. ANSLEM	ELEMENTARY	29418	0	0	29418	1
ST. ANTHONY	ELEMENTARY	50195	0	0	50195	3
ST. ANTOINE DANIEL	ELEMENTARY	22704	5	3750	26454	1
ST. AUGUSTINE	ELEMENTARY	36627	11	8250	44877	3
ST. BARBARA	ELEMENTARY	34626	1	750	35376	2
ST. BARNABAS	ELEMENTARY	44495	1	750	45245	3
ST. BARTHOLOMEW	ELEMENTARY	25802	2	1500	27302	1
ST. BEDE	ELEMENTARY	42093	0	0	42093	3
ST. BENEDICT	ELEMENTARY	56070	3	2250	58320	4
ST. BERNADETTE	ELEMENTARY	31344	0	0	31344	2
ST. BERNARD	ELEMENTARY	36735	12	9000	45735	3
ST. BONAVENTURE	ELEMENTARY	32119	3	2250	34369	2
ST. BONIFACE	ELEMENTARY	29590	9	6750	36340	2
ST. BRENDAN	ELEMENTARY	49270	2	1500	50770	3
ST. BRIGID	ELEMENTARY	64345	0	0	64345	4

SCHOOL		SQUARE FT BUILDING	# OF PORTABLES	SQUARE FT PORTABLES	SQUARE FT TOTAL	CODE
ST. BRUNO	ELEMENTARY	45084	0	0	45084	3
ST. CATHERINE	ELEMENTARY	19346	0	0	19346	1
ST. CECILIA	ELEMENTARY	53004	0	0	53004	3
ST. CHARLES	ELEMENTARY	38144	0	0	38144	2
ST. CHARLES GARNIER	ELEMENTARY	37499	8	6000	43499	3
ST. CLARE	ELEMENTARY	65335	0	0	65335	4
ST. CLEMENT	ELEMENTARY	27449	5	3750	31199	2
ST. COLUMBA	ELEMENTARY	36412	0	0	36412	2
ST. CONRAD	ELEMENTARY	20494	9	6750	27244	1
ST. CYRIL	ELEMENTARY	26782	4	3000	29782	1
ST. DEMETRIUS	ELEMENTARY	34464	0	0	34464	2
ST. DENIS	ELEMENTARY	23995	0	0	23995	1
ST. DOMINIC SAVIO	ELEMENTARY	41049	0	0	41049	3
ST. DOROTHY	ELEMENTARY	67379	0	0	67379	4
ST. DUNSTAN	ELEMENTARY	36197	1	750	36947	2
ST. EDMUND CAMPION	ELEMENTARY	23855	7	5250	29105	1
ST. EDWARD	ELEMENTARY	18594	1	750	19344	1
ST. ELIZABETH	ELEMENTARY	17431	6	4500	21931	1
ST. ELIZABETH SETON	ELEMENTARY	37509	0	0	37509	2
ST. EUGENE	ELEMENTARY	22359	6	4500	26859	1
ST. FIDELIS	ELEMENTARY	38607	5	3750	42357	3
ST. FLORENCE	ELEMENTARY	29396	0	0	29396	1
ST. FRANCIS DE SALES	ELEMENTARY	62903	0	0	62903	4
ST. FRANCIS OF ASSISI (Manning Ave.)	ELEMENTARY	64646	0	0	64646	4
ST. FRANCIS OF ASSISI (New)	ELEMENTARY	33044	0	0	33044	2
ST. FRANCIS XAVIER	ELEMENTARY	47032	4	3000	50032	3
ST. GABRIEL	ELEMENTARY	39726	2	1500	41226	3
ST. GABRIEL LALEMANT	ELEMENTARY	24845	7	5250	30095	2
ST. GASPAR	ELEMENTARY	25587	0	0	25587	1
ST. GERALD	ELEMENTARY	37111	1	750	37861	2
ST. GERARD MAJELLA	ELEMENTARY	29967	2	1500	31467	2
ST. GREGORY	ELEMENTARY	72210	0	0	72210	4
ST. HELEN	ELEMENTARY	86306	0	0	86306	5
ST. HENRY	ELEMENTARY	28708	6	4500	33208	2
ST. IGNATIUS LOYOLA	ELEMENTARY	31000	1	750	31750	2
ST. ISAAC JOGUES	ELEMENTARY	27987	1	750	28737	1
ST. JAMES	ELEMENTARY	27051	1	750	27801	1
ST. JANE FRANCES	ELEMENTARY	76168	7	5250	81418	5
ST. JEAN DE BREBEUF	ELEMENTARY	23285	5	3750	27035	1
ST. JEROME	ELEMENTARY	38467	1	750	39217	2
ST. JOACHIM	ELEMENTARY	21466	4	3000	24466	1
ST. JOHN	ELEMENTARY	64678	0	0	64678	4

SCHOOL		SQUARE FT BUILDING	# OF PORTABLES	SQUARE FT PORTABLES	SQUARE FT TOTAL	CODE
ST. JOHN BOSCO	ELEMENTARY	34486	0	0	34486	2
ST. JOHN FISHER	ELEMENTARY	23855	0	0	23855	1
ST. JOHN THE EVANGELIST	ELEMENTARY	26276	7	5250	31526	2
ST. JOHN VIANNEY	ELEMENTARY	37387	0	0	37387	2
ST. JOSEPH	ELEMENTARY	74373	0	0	74373	4
ST. JUDE	ELEMENTARY	58362	0	0	58362	4
ST. KEVIN	ELEMENTARY	20358	7	5250	25608	1
ST. LAWRENCE	ELEMENTARY	35293	3	2250	37543	2
ST. LEO	ELEMENTARY	50185	0	0	50185	3
ST. LEONARD	ELEMENTARY	23812	0	0	23812	1
ST. LOUIS	ELEMENTARY	30236	0	0	30236	2
ST. LUIGI	ELEMENTARY	30612	5	3750	34362	2
ST. LUKE	ELEMENTARY	54198	0	0	54198	3
ST. MALACHY	ELEMENTARY	24974	5	3750	28724	1
ST. MARCELLUS	ELEMENTARY	48482	0	0	48482	3
ST. MARG. BOURGEOYS	ELEMENTARY	27255	0	0	27255	1
ST. MARGARET	ELEMENTARY	35261	10	7500	42761	3
ST. MARIA GORETTI	ELEMENTARY	72393	5	3750	76143	5
ST. MARK	ELEMENTARY	38768	0	0	38768	2
ST. MARTHA	ELEMENTARY	31043	1	750	31793	2
ST. MARTIN	ELEMENTARY	30623	0	0	30623	2
ST. MARTIN DE PORRES	ELEMENTARY	30429	9	6750	37179	2
ST. MARY	ELEMENTARY	63258	0	0	63258	4
ST. MARY OF THE ANGELS	ELEMENTARY	45956	0	0	45956	3
ST. MATTHEW	ELEMENTARY	41361	1	750	42111	3
ST. MATTHIAS	ELEMENTARY	23855	2	1500	25355	1
ST. MAURICE	ELEMENTARY	42405	0	0	42405	3
ST. MAXIMILIAN KOLBE	ELEMENTARY	35745	0	0	35745	2
ST. MICHAEL	ELEMENTARY	26050	0	0	26050	1
ST. MONICA	ELEMENTARY	32086	0	0	32086	2
ST. NICHOLAS	ELEMENTARY	19594	10	7500	27094	1
ST. NICHOLAS OF BARI	ELEMENTARY	65168	0	0	65168	4
ST. NORBERT	ELEMENTARY	19809	3	2250	22059	1
ST. PASCHAL BAYLON	ELEMENTARY	29160	7	5250	34410	2
ST. PAUL	ELEMENTARY	41996	0	0	41996	3
ST. PETER	ELEMENTARY	38306	0	0	38306	2
ST. PHILIP NERI	ELEMENTARY	47279	0	0	47279	3
ST. PIUS X	ELEMENTARY	29450	3	2250	31700	2
ST. RAPHAEL	ELEMENTARY	33087	8	6000	39087	2
ST. RAYMOND	ELEMENTARY	65485	0	0	65485	4
ST. RENE GOUPIL	ELEMENTARY	31021	1	750	31771	2
ST. RICHARD	ELEMENTARY	41953	3	2250	44203	3
ST. RITA	ELEMENTARY	41856	0	0	41856	3
ST. ROBERT	ELEMENTARY	52218	0	0	52218	3

SCHOOL		SQUARE FT BUILDING	# OF PORTABLES	SQUARE FT PORTABLES	SQUARE FT TOTAL	CODE
ST. ROCH	ELEMENTARY	47344	1	750	48094	3
ST. ROSE OF LIMA	ELEMENTARY	39597	1	750	40347	3
ST. SEBASTIAN	ELEMENTARY	51917	0	0	51917	3
ST. SIMON	ELEMENTARY	29805	3	2250	32055	2
ST. STEPHEN	ELEMENTARY	40770	3	2250	43020	3
ST. SYLVESTER	ELEMENTARY	23199	3	2250	25449	1
ST. TERESA	ELEMENTARY	41738	0	0	41738	3
ST. THERESA SHRINE	ELEMENTARY	34615	1	750	35365	2
ST. THOMAS AQUINAS	ELEMENTARY	66260	0	0	66260	4
ST. THOMAS MORE	ELEMENTARY	23812	8	6000	29812	1
ST. TIMOTHY	ELEMENTARY	58254	0	0	58254	4
ST. URSULA	ELEMENTARY	18314	5	3750	22064	1
ST. VERONICA	ELEMENTARY	36433	0	0	36433	2
ST. VICTOR	ELEMENTARY	22714	4	3000	25714	1
ST. VINCENT DE PAUL	ELEMENTARY	49851	0	0	49851	3
ST. WILFRID	ELEMENTARY	55425	0	0	55425	4
ST. WILLIAM	ELEMENTARY	32667	0	0	32667	2
STELLA MARIS	ELEMENTARY	59922	0	0	59922	4
STS. COSMAS & DAMIAN	ELEMENTARY	25207	7	5250	30457	2
THE DIVINE INFANT	ELEMENTARY	37509	0	0	37509	2
TRANSFIGURATION	ELEMENTARY	35928	1	750	36678	2
VEN. JOHN MERLINI	ELEMENTARY	42859	0	0	42859	3
ARCHBISHOP ROMERO	SECONDARY	157053	0	0	157053	8
BISHOP ALLEN	SECONDARY	128765	20	15000	143765	8
BISHOP MARROCCO	SECONDARY	240680	0	0	240680	9
BLESSED MOTHER TERESA	SECONDARY	143517			143517	8
BREBEUF COLLEGE	SECONDARY	146475	0	0	146475	8
CARDINAL CARTER	SECONDARY	83372	0	0	83372	5
CARDINAL NEWMAN	SECONDARY	148542	20	15000	163542	8
CHAMINADE	SECONDARY	88942	5	3750	92692	6
DANTE ALIGHIERI	SECONDARY	76780	21	15750	92530	6
DANTE ALIGHIERI Beatrice	SECONDARY	71659	0	0	71659	4
DON BOSCO	SECONDARY	132606	7	5250	137856	8
FATHER HENRY CARR (new)	SECONDARY	120275	0	0	120275	7
FATHER HENRY CARR (old)	SECONDARY	100348	0	0	100348	7
FATHER JOHN REDMOND	SECONDARY	130045	0	0	130045	8
FRANCIS LIBERMANN	SECONDARY	89343	6	4500	93843	6
JAMES CARDINAL MCGUIGAN	SECONDARY	126753	0	0	126753	7

SCHOOL		SQUARE FT BUILDING	# OF PORTABLES	SQUARE FT PORTABLES	SQUARE FT TOTAL	CODE
JEAN VANIER	SECONDARY	126344	0	0	126344	7
LORETTO ABBEY	SECONDARY	92592	0	0	92592	6
LORETTO COLLEGE	SECONDARY	78419	0	0	78419	5
MADONNA	SECONDARY	78430	0	0	78430	5
MARSHALL MCLUHAN	SECONDARY	146003	0	0	146003	8
MARY WARD	SECONDARY	155353	0	0	155353	8
MICHAEL POWER/ST. JOSEPH	SECONDARY	219655	6	4500	224155	9
MSGR FRASER ALT. ST DAVID	SECONDARY	46892	0	0	46892	3
MSGR FRASER/ REGINA PACIS	SECONDARY	87124	0	0	87124	5
MSGR FRASER ORIENTCENTRE	SECONDARY	33805	0	0	33805	2
MSGR PERCY JOHNSON	SECONDARY	140735	0	0	140735	8
MSGR FRASER (OLGC)	SECONDARY	26071	8	6000	32071	2
MSGR FRASER (TORONTO)	SECONDARY	25630	7	5250	30880	2
NEIL MCNEIL	SECONDARY	78871	3	2250	81121	5
NOTRE DAME	SECONDARY	68477	0	0	68477	4
POPE JOHN PAUL II	SECONDARY	141376	13	9750	151126	8
SENATOR O'CONNOR	SECONDARY	130928	0	0	130928	8
ST. BASIL COLLEGE	SECONDARY	171778	0	0	171778	8
ST. JOSEPH COLLEGE	SECONDARY	95134	0	0	95134	6
ST. JOSEPH MORROW PARK	SECONDARY	93303	10	7500	100803	7
ST. MARY SECONDARY	SECONDARY	93515	0	0	93515	6
ST. MICHAEL CHOIR	SECONDARY	69830		0	69830	4
ST. PATRICK	SECONDARY	210336		0	210336	9

APPENDIX G**LETTER OF UNDERSTANDING****RE: JOB DESCRIPTIONS**

During the course of negotiations, the Union expressed concerns with regard to the lack of job descriptions for the classifications listed under Schedule A of the collective agreement.

By way of Letter of Understanding the Board shall upon ratification of the collective agreement undertake the preparation of job descriptions for the classifications outlined in Schedule A. The Board shall seek the input of the Union with respect to the development of any job description prior to its implementation.

APPENDIX H**LETTER OF UNDERSTANDING****RE: SUMMER HOURS**

Following ratification of this collective agreement the parties shall meet through the joint union/management committee to discuss the issue of summer hour schedules and the possibility of implementing a mutually agreeable option as a pilot project with a view of a possible permanent implementation.

APPENDIX I**PERMITS****LETTER OF UNDERSTANDING**

For the purpose of clarity and the efficient and timely resolution of grievances, any representations regarding differences/grievances involving permit supervision hours and/or pay, *not including work rotation*, shall be submitted to the Manager of Permits for consideration within the provisions of Article 6 – Grievances Procedures and Arbitration Board.

APPENDIX J
LETTER OF UNDERSTANDING
BOARD-WIDE PROJECT

The Board agrees to have a yearly conversation with the local union to identify one board-wide project that would contribute to the public's positive perception of the quality of the Board properties, contingent on resources available to the School Board. This may include the use of existing discussion forums or committees.

APPENDIX K
LETTER OF UNDERSTANDING
SUPERVISION

Bargaining unit members will not be required to supervise students where such supervision is not a duty of the bargaining unit member's classification.

APPENDIX L
LETTER OF UNDERSTANDING
REFRESHER COURSE – HEAD CARETAKER

The Board agrees to provide a refresher course with respect to the head caretaker's pre-qualifying tests. The refresher course shall be provided yearly for the life of the current agreement subject to minimum registration requirements.

Participation will be subject to any maximum limits imposed by the refresher course provider. Participation will be afforded on a seniority basis.

APPENDIX M**LETTER OF UNDERSTANDING****PROFESSIONAL DEVELOPMENT ALLOCATION**

The board will receive, in 2008-2009, a one time allocation for professional development and training for support workers. The parties shall establish a joint committee upon ratification to make recommendations to the Board for the expenditure of such one time funding. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in the 2008-2009 and/or 2009-2010 school years. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The bargaining unit's allocation of the enhancement shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized support workers as reported in the 2006/2007 Financial Statements.

The Board shall share the financial analysis and calculations of the allocation with the Local Union.

APPENDIX N**LETTER OF UNDERSTANDING****STAFFING ENHANCEMENT FOR 2009-2010
CUSTODIAL/MAINTENANCE STAFF (SCHOOL OPERATIONS)**

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-2010 the School Operations benchmark per square meter by \$1.41.

WHEREAS the Government will require that this funding enhancement in 2009-2010 be fully used to address the workload of Custodial/Maintenance/Skilled Trades/Warehouse/Courier;

Subject to the above, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- (a) Offset staff reductions in Custodial/Maintenance/Skilled Trades/Warehouse/Courier Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;**
- (b) Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades/Warehouse/Courier Staff in 2009-2010 school year.**

The Board shall share the financial analysis and calculations of this allocation with the Local Union.

APPENDIX O**BENEFITS AND OTHER WORKING CONDITIONS ENHANCEMENT
(September 2010)**

The parties agree to establish a joint committee following January 1, 2010 to determine the manner in which additional funding for benefits and other working conditions as per the PDT agreement effective the 2010/2011 school year is to be allocated.

The Local Union's bargaining unit share of the Board's allocation in this regard shall be the ratio of its FTE employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported as at October 31, 2008. Occasional Teachers are excluded from these ratio calculations.

APPENDIX P

OMERS CONTRIBUTORY EARNINGS

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

Contributory earnings must include all regular earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected to normally occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CCP) the balance of the extension period becomes unpurchasable service;
- Stand-by pay/call in pay (pay for being on call, not pay for hours worked when call in) where this pay is in relation to duties that are an extension of the member's normal job;

- **Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);**
- **Ongoing taxable payments to pay for costs (for example, educational or car allowance);**
- **Taxable premiums for life insurance;**
- **Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;**
- **Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.**

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