

2005 - 2008

COLLECTIVE AGREEMENT

between

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

and

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

February 5, 2005
to
December 31, 2008

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ARTICLE 1 - INTENT AND SCOPE

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

ARTICLE 2 – RECOGNITION

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

ARTICLE 3 - RELATIONSHIP

- 3.01 All Custodians are eligible to become members of the Union. Whether members or not, union dues shall be deducted in accordance with Article 4.01.

ARTICLE 3 - RELATIONSHIP

- 3.02 The Board agrees that no custodian shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 3.03 The Union agrees it will not discriminate against, coerce or restrain any custodian because of his/her membership or non-membership, his/her activity or his/her lack of activity in the Union.
- 3.04 The Board will provide, at no cost to the custodian, a copy of the Collective Agreement within 30 days of his/her start date. Costs of printing the Collective Agreement will be shared equally between the Board and the Union.

ARTICLE 4 - DEDUCTION OF UNION DUES

- 4.01 On each pay date on which a custodian receives a pay cheque, the Board shall deduct, from each custodian, the amount of "regular union dues" as directed by the Union and in accordance with the Labour Relations Act. The Board will remit the union dues to the union on a monthly basis.
- 4.02 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions required by the Union.
- 4.03 The Employer shall list the dues deducted on the custodian's T-4 slip for income tax purposes.

ARTICLE 5 - NO STRIKE OR LOCKOUT

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

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes that all rights heretofore exercised by the Board are reserved to and vested exclusively in the Board unless specifically limited by this agreement without restricting the generality of the foregoing.
- 6.02 The Union recognizes that the Board has the right, duty and responsibility to provide, operate and manage the schools under its jurisdiction in accordance with the Education Act, the prescribed Regulations thereunder, and all other applicable statutes.
- 6.03 The Union recognizes that the Board has all the rights and privileges enjoyed by the Roman Catholic Separate Schools as granted under the Constitution Act, 1867.
- 6.04 Nothing in this Collective Agreement shall be construed to adversely affect the denominational rights or privileges of the Board or of its supporters enjoyed under the Constitution Act, 1867, the Education Act and the Charter of Rights and Freedoms.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The employer shall recognize a Steward group of three regular custodians. These Stewards shall select a Chief Steward and comprise a Grievance Committee of three members to include the Chief Steward. The Union shall inform the Board of the names of its representatives on any and all committees initially. New lists shall be forwarded to the Board regarding any changes.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.02 The privilege of Stewards and members of the Grievance Committee to leave their work without loss of basic pay to attend Union business is granted on the following conditions:
- (a) Custodians having grievances cannot discuss these with the Stewards or Grievance Committee members in working hours, except in the case of a discharged custodian or during a properly constituted break.
 - (b) The time shall be devoted to the prompt handling of necessary grievance investigation.
 - (c) The Stewards and members of the Grievance Committee concerned shall obtain permission from the Manager of Custodial Services or designate before leaving their work to investigate or present the grievance. Such permission shall not be unreasonably withheld.
 - (d) The time away from work shall be reported to the Manager of Custodial Services or designate so that a proper record of same may be kept.
- 7.03
- a) A “grievance” shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of this agreement.
 - b) A “party” shall be defined as either the Union or the Employer.
 - c) “Days” shall mean regular work days unless otherwise indicated
 - d) A grievance shall include:
 - i) a description of how the alleged dispute is in violation of the Collective Agreement; and
 - ii) a description of when the alleged violation took place; and
 - iii) the clauses in the Collective Agreement alleged to be violated; and
 - iv) the relief sought (remedy);
 - v) the signature of the duly authorized official of the local Union and Employee.
- 7.04 A member, with the concurrence of the Union, may initiate a complaint within ten (10) days after the member or Union becomes aware of the circumstances, or could reasonably be expected to become aware of the circumstances giving rise to the grievance, with immediate supervisor, Manager of Custodial Services, who shall answer the complaint within five (5) days after receipt of the complaint.

7.05 Grievance Procedure-Individual

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

7.05 Step 1

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

Step 2

If the reply as issued at Step 1 is not acceptable to the Union, the Union may make a written request within five (5) days to the Director of Education or designate who shall meet with the Union within ten (10) days of receipt of the grievance. The Director of Education or designate shall answer the grievance to the Union, in writing, within five (5) days of such meeting.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.05 Step 3

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

7.06 Grievance Procedure-Policy or Party

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

Step 2

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

7.07 Grievance Mediation

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

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

7.08 Discharge, Suspension and Discipline Cases

Any permanent Custodian or floater who is discharged from employment with the Board, or suspended with or without pay shall, for the purpose of this article, become an automatic grievance at Step 2 of the grievance procedure

ARTICLE 8 – ARBITRATION

8.01 Arbitration

If a grievance, including a policy grievance, is not satisfactorily settled pursuant to the provisions of this Article, either party may, within five (5) days of receipt of the answer given in Step 3, Section 7.05 or of the decision given under Step 2, Section 7.06 hereof, notify the other party in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of that party's appointee to the arbitration board. The party receiving the notice shall, within five (5) days inform the other party of its appointee to the arbitration board. The two appointees shall within five (5) days or such longer time as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limit, either the Union or the Board may request the appointment of a chair by the Minister of Labour. Notwithstanding the provisions set out above respecting a Board of Arbitration, if the Employer and the Union mutually agree in writing that a particular grievance might be arbitrated by a single arbitrator, and if the Employer and the Union can agree on the selection of a single arbitrator in writing, then the grievance may be heard by such single arbitrator instead of a three (3) person Board of Arbitration.

ARTICLE 8 – ARBITRATION

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

ARTICLE 9 - SENIORITY

- 9.01 For the purposes of this Article, “seniority” is defined as the length of continuous service since the most recent date of hire by the Simcoe Muskoka Catholic District School Board or a predecessor Board. (A “predecessor Board” is defined as a Board which was amalgamated to form part of the Simcoe Muskoka Catholic District School Board.)
- 9.02 Seniority shall be established after a Custodian has served a probationary period of three (3) continuous months. Part time Custodians will acquire seniority on a pro-rata basis in accordance with time worked.
- 9.03 The Board will provide an up-to-date seniority list to each Custodian by February 15th of each year, indicating seniority to February 1st of that year. Such seniority list shall be provided to the Local Recording Secretary. Any questions regarding the accuracy of the seniority list must be submitted, in writing, to Human Resources, with a copy to the Local Recording Secretary, within twenty (20) working days. The seniority list will be determined to be correct as published unless the accuracy is questioned within twenty (20) working days.
- 9.04 Seniority status, once acquired, shall be lost only due to the following:
- A) Resignation
 - B) Dismissal
 - C) Retirement
 - D) Lay off of twenty-four (24) consecutive months
 - E) Failure to indicate within three (3) working days of being notified of a recall from a lay off a willingness to return to work in a reasonable time.
 - F) Failure to comply with the terms of a leave of absence.
 - G) Absence without permission or notification acceptable to the Board.

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

- 9.05 If any Employee of the Board who is not covered by this Agreement is the successful applicant to a position covered by this Agreement then his or her seniority shall commence as of the date of transfer to the Union.

ARTICLE 9 - SENIORITY

- 9.06 A Custodian absent due to proven illness or accident shall continue to accumulate seniority only for the first twenty-four (24) months of such illness or accident or until the Custodian's sick leave credits are exhausted, whichever is greater.
- 9.07 In the event that a Custodian is promoted outside of the Union such Custodians shall maintain their seniority status for a period not to exceed one year. Such employees shall continue to pay union dues during this leave. Custodians who surpass the one year period shall lose all seniority. However, they may be rehired at day one status.

ARTICLE 10 - LAYOFF AND RECALL

- 10.01 In the event of a reduction in staff, a lay-off shall be according to seniority on the seniority list. Probationary Custodians and those with the least seniority will be laid off first, unless because of their qualifications, they are needed to perform available work.

It is understood between the parties that in the event of a Layoff Floaters will not be called in to cover for these absences or vacancies.

- 10.02 Any Employee shall have the right to refuse any position due to travel requirements beyond sixty (60) kilometres without forfeiting seniority rights.
- 10.03 Employees who are laid off shall continue to accumulate seniority for up to twenty-four(24) months while on lay off.
- 10.04 An employee laid off will be given the opportunity of bumping, in order of seniority, any employee with less seniority in the following order:
- a) any employee with less seniority in the same classification for which the employee is qualified to perform the duties of the job, if there is no less senior employee, then
 - b) any employee with less seniority in the next lowest classification for which the employee is qualified to perform the duties of the job
 - c) if the employee does not bump, then the employee shall be laid off.
- 10.05 The Employee shall make their decision to bump, and to which position, or to be laid off, within five (5) working days of receipt of notice of layoff. Such decision shall be made in writing to the Manager of Custodial Services with a copy to Human Resources.
- 10.06 An employee who bumps into a position with less pay shall have their pay level red circled until the pay they would earn in the new position catches up or exceeds that at which they were red circled.
- 10.07 Employees who have changed positions under this article shall have the right of reinstatement to a position, if such becomes available within eighteen (18) months of accepting the new position. The employee shall be reinstated at the salary step that would have been attained had there been no change in positions.
- 10.08 An Employee who is given notice of layoff may, in writing, waive the right of recall and receive a severance allowance equal to two (2) weeks salary for each year of service. The Board shall have no further obligation to an employee who elects to receive a severance allowance and they shall be considered terminated from employment with the Board.

ARTICLE 11 - RECALL PROCEDURE

- 11.01 An employee on lay-off and maintaining the right of recall will be entitled to recall in order of greatest seniority with the bargaining unit, provided the individuals have the skills and qualifications to fill the position for which they are recalled.
- 11.02 No new employee will be hired without first offering positions to those who are on lay-off, provided they are qualified and capable of performing the work for the available position(s).
- 11.03 An employee who accepts a position in accordance with this article shall be reinstated as though there had been no interruption in service with full rights and benefits commencing on the date of re-instatement unless specifically modified by this agreement.
- 11.04 All employees eligible for recall shall file with the Employer and the Union their most recent address and telephone number.
- 11.05 The Employer shall send notice of recall to the eligible member(s) on lay-off by registered mail.
- 11.06 If an employee is recalled to a permanent position from layoff within twenty-four (24) months of the date of layoff, the employee's seniority and sick leave will be reinstated as if there was no interruption in service.

ARTICLE 12 - CLASSIFICATION OF CUSTODIAL STAFF

- 12.01 Custodial staff employed by the Board shall be classified as follows:
- (a) Chief Custodian
 - (b) Acting Chief Custodian
 - (c) Custodian
 - (d) Floater
 - (e) Student other than students hired during school vacation period.
- 12.02 Custodial staff as outlined in Article 12.01, are employed on a continuing basis and may be either full-time or part-time.
- a) Definition of a full-time Employee:
A full-time Employee is a permanent Employee who works forty (40) hours per week.
 - (b) Definition of a part-time Employee:
A part-time Employee is a permanent Employee who works less than forty (40) hours per week.
 - (c) Floaters can be called in to cover absences/vacancies. Floaters shall be paid in accordance with Schedule 'A' as found in this Collective Agreement.
 - (d) Floaters and students shall not acquire seniority and shall not have any seniority rights for the purpose of this agreement. Students shall be paid in accordance with Schedule 'A' as found in this Collective Agreement.

ARTICLE 13 - JOB POSTINGS

- 13.01 A. Permanent positions that are vacant shall be filled in the following order:
- 1. By transfer for employees who have applied for transfer from the same classification and hours to the same classification and hours, (Chief Custodian to Chief Custodian position; Custodian to Custodian position) provided the employee has completed their probationary period.

ARTICLE 13 - JOB POSTINGS

- 13.01 A. 2. By employee request for additional hours within their own classification (Chief Custodian to Chief Custodian position; Custodian to Custodian position) for those employees who have successfully completed their probationary period.
3. If no employees accept a permanent position as outlined in items 1 & 2, then the position shall be filled in accordance with the agreed upon articles and/or procedures for either the Chief Custodian or Custodian positions.
- B. Temporary Chief Custodian positions that are vacant shall be filled in the following order:
1. Temporary Chief Custodian positions that are vacant for less than ten (10) days will be filled by a Custodian at the school location in order of seniority. If no custodian at the school accepts the temporary position then it shall be filled by a suitable floater. If no suitable floater is available then the custodian in the school location with the least seniority and the same number of hours shall fill the position.
 2. Temporary Chief Custodian positions that are vacant beyond then (10) days will be filled through the Chief Custodian Pool. If no employee from the Pool accepts the position then it shall be offered in order of seniority within the school. If no one from the school accepts the position, then it shall be posted in accordance with the collective agreement.
 3. In locations where there is no evening Custodian, replacement by a Floater will be arranged by the Chief Custodian for those positions that are vacant under ten (10) days.
 4. In locations where there is no evening Custodian, replacement by an employee from the Chief Custodian Pool will be arranged by the Coordinator for those positions that are vacant over then (10) days.
- C. Temporary Custodian positions that are vacant shall be filled in the following order:
1. Temporary Custodian positions that are vacant for less than ten (10) days will be filled by Custodians at the school location with less hours than the vacant position in order to reach a maximum of eight (8) hours. Any remaining hours will be assigned to a Floater.
 2. Temporary Custodian positions that are vacant beyond ten (10) days will be filled by Custodians who have requested additional hours on a seniority basis.
- D. i) Custodians can not abandon their permanent hours of work in order to accept additional temporary hours of work to a total combined maximum of eight (8) hours in the custodial classification.
- ii) Custodians may abandon their permanent hours of work when filling in for a Chief Custodian on a temporary basis.
- E. Vacancies that are filled by transfer or additional hours requests as note above shall be filled in order of seniority.
- 13.02 New or vacant Chief Custodian positions shall be filled with those Custodians who are eligible from the Chief Custodian pool as outlined in Appendix "A" of this Collective Agreement.

ARTICLE 13 - JOB POSTINGS

- 13.03 In the event a Chief Custodian position has to be posted the posting shall contain the following information.
1. Nature of position and location.
 2. Qualifications
 3. Hours of work.
 4. Salary rate.
 5. Date of issue.
 6. Closing date.
- 13.04 Providing there are no eligible employees in the Chief Custodian pool, Custodians' previous experience shall be recognized by the Board, which will be given due consideration prior to the Board seeking external candidates. The Board will have sole discretion as to the amount and type of experience it shall recognize.
- 13.05 Permanent Custodian positions will be approved by the Board.
- 13.06 All permanent Custodian positions will be assigned to a location which will be deemed the normal workplace for the purposes of this agreement or Board Policy.
- 13.07 Floaters shall be considered for permanent positions prior to new hires.

ARTICLE 14 - TRANSFERS

- 14.01 A. Chief Custodians/Custodians requesting a transfer to another location may do so on a seniority basis in the same classification. Chief Custodians/Custodians presently working four (4) hours or more may transfer up to a position in the same classification to a maximum not to exceed eight (8) hours on a seniority basis. All transfer requests must be submitted between January 1st and January 31st of each year and will become active as of February 1st of each year. Transfer requests received after January 31st in any year shall be given consideration based on date of receipt. Transfer requests shall be valid until January 31st of each year and must be resubmitted annually. The Board shall provide the Union copies of all such requests.
- B. Chief Custodians/Custodians who receive a transfer as requested are not eligible to re-apply for a transfer for a period of twelve (12) months after the transfer has taken place.

ARTICLE 15 – ADDITIONAL HOURS

- 15.01 A. Chief Custodians/Custodians requesting additional hours may do so, on a seniority basis. All requests for additional hours must be submitted between January 1st and January 31st of each year, and will become active as of February 1st of each year. Additional Hours requests received after January 31st in any year shall be given consideration based on date of receipt. Additional Hours requests shall be valid until January 31st of each year and must be resubmitted annually. Requests for Additional Hours will only be granted after the Transfer Request process has been completed, and there are still vacant positions. The Board shall provide the Union copies of all such requests.
- B. Permanent part time members requesting additional hours shall not abandon their permanent part time position in order to accept a temporary increase in hours.

Permanent part-time members may accept a new permanent part-time position that results in increased permanent part-time hours. The member will be deemed to have resigned from their previous part-time hours.

ARTICLE 15 – ADDITIONAL HOURS

- 15.01 C. Staff who work more than two (2) locations as of the date of ratification of this collective agreement will be considered as being “grandfathered” for purposes of this clause.

This article applies to both permanent and temporary hours of work.

ARTICLE 16 – SALARY SCHEDULE AND OVERTIME

- 16.01 A. Hours of Work:

1. In general the regular hours of work shall be scheduled between the hours of 7:00 a.m. and 4:30 p.m. for day shifts; 11:00 a.m. to 9:30 p.m. for mid-shifts; and 3:00 p.m. to 12:00 a.m. for night shifts, these hours of work are scheduled by the Custodial Services department for each work location.
2. The mid-shift schedule will be restored for the following schools effective Monday, September 26, 2005: Holy Trinity High School, St. Thomas Aquinas Catholic Secondary School, St. Joan of Arc High School, St. Theresa’s High School, St. Joseph’s High School
3. Should the remaining secondary schools without a mid-shift wish to introduce a mid-shift to their school location, all custodial staff at the school shall be consulted and achieve consensus amongst themselves in support of a mid-shift. The custodial staff shall bring their decision to the Manager of Custodial Services for final approval and a plan for implementation.
4. Daily hours of work for a full time employee shall be eight (8) hours, excluding the lunch break.
5. The parties agree that certain schools will require flexibility in terms of scheduling beyond the regular work schedule. The work schedules at elementary schools that have a split shift (ie; a break of more than one (1) hour between blocks of scheduled work time) shall be grandfathered for the life of this collective agreement.

- B. All Custodians working shifts receive a premium of thirty-five (\$0.35) cents per hour for all work performed after 3:30 p.m.

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

- D. All Custodians will be considered a probationary employee, and paid the probationary rate for a period of three (3) months calculated from the date of hire. It is expressly understood by both parties that during the probationary period, a Custodian shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Board. The probationary period may be extended at the sole discretion of the Board to ensure three (3) months of actual on the job supervision.

- E. Transfers shall not be granted to probationary employees.

- 16.02 (a) Custodians requested by the Board to relieve in a location other than their normal workplace, will receive mileage allowance according to Board Policy, should the distance to the other location exceed that from the Custodian’s residence to their normal workplace.

- (b) Employees who are required to work more than one school location shall be allowed paid travel time and their break periods in addition to the mileage. Custodians shall not be required to work more than two locations.

- 16.03 A. Overtime for Custodians

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

ARTICLE 16 – SALARY SCHEDULE AND OVERTIME

- 16.03 A. 2. Time worked on a Sunday shall be paid at a rate of time and one half the custodian’s regular hourly rate of pay.
- 3. Overtime must be approved, in advance by the Manager of Custodial Services or designate.
- 4. Hours worked beyond eight (8) hours in a day and/or forty (40) in a week to make up time for Board and Union approved closure related to holiday periods shall not be considered as overtime hours and will be paid for at their regular hourly rate

B. Minimum Call Time

Custodians who are called in and are required to work outside their regular working hours shall be paid for a minimum of three (3) hours at applicable overtime rates.

C. Overtime Compensation

Compensation for overtime will be either monetary or time off in lieu. Time in lieu shall be at the request of the Custodian, and at the discretion of the Manager of Custodial Services. The time off shall be taken at a mutually agreeable time. Time in lieu shall not accumulate past December 31, with Custodians being paid for any time in lieu outstanding on that date.

ARTICLE 17 - VACATIONS WITH PAY

17.01 Vacations with pay shall be granted in accordance with the following:

- (a) Calculations of pay will be based on the fiscal year.
- (b) The fiscal year will be from July 1st to June 30th.
- (c) Custodians with less than one (1) year of service by June 30th of any year shall receive vacation pay of 4% of earnings payable in the first pay of July.

17.02 (a) Custodians who have more than one (1) year of service by June 30th of any year shall receive vacation as defined below:

Service as of June 30 th	Weeks of Vacation with Pay
1 year	2 weeks
2 years	3 weeks

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

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

ARTICLE 17 - VACATIONS WITH PAY

17.02 (b) Vacations will be scheduled during the months of July and August shut down each year. Custodians will notify the Manager of Custodial Services of their desired vacation by May 1st of each year. Up to one (1) week of vacation may be taken in other months with the approval of the Manager of Custodial Services, providing notice is provided at least one (1) month in advance. Such approval shall not be unreasonably withheld.

(c) Employees who are hospitalized subject to medical verification, while on scheduled vacation, shall have those days credited to their remaining vacation entitlement. Deductions shall be made from the appropriate provisions of this Agreement.17.03 Each Custodian is entitled to one (1) Floating Holiday per year in addition to the regular vacation entitlement. The floating holiday is to be used in the calendar year for which it is given. Application for leave shall be made to the Manager of Custodial Services.

17.04 Statutory Holidays

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

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

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

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

Easter Monday
Christmas Eve Day

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

ARTICLE 18 - WORKPLACE SAFETY INSURANCE BOARD

18.01 When a Custodian is approved to receive payments from Workplace Safety Insurance Board (WSIB), the following shall apply:

- A. The Custodian shall cause the benefit payments to be remitted to the Board.
- B. If Revenue Canada continues to not require the reporting of WSIB payments for income tax purposes, the Board shall pay to the Custodian a salary calculated so that the net total of basic salary, and the WSIB payment for any pay period does not exceed the normal net salary for the same pay period.
- C. In the event that WSIB payments become subject to income tax, the Board shall pay the Custodian at the full rate of pay, including allowances.

ARTICLE 18 - WORKPLACE SAFETY INSURANCE BOARD

- 18.01 D. The Custodian shall receive the full net salary as calculated in B or C above for the duration of the WSIB benefit entitlement if the Custodian continues to have accumulated statutory sick leave credits. When a Custodian's statutory sick leave credit is exhausted the Custodian shall receive only the WSIB benefits applicable to the claim.
- E. The difference between the Custodian's normal salary and the WSIB payments shall be deducted from the Custodian's statutory sick leave credits on a pro rata basis.
- F. An updated medical certificate must be provided on a monthly basis to the Manager of Custodial Services or designate in accordance with the Board's Back on Board Program from Custodians who are on Long Term Illness or WSIB. The Employer will re-imburse the cost of the medical certificate upon the submission of appropriate receipt.
- G. A member shall have the option of using sick credits to top up their pay or they can choose to be paid directly by WSIB when absent from work due to illness and in receipt of WSIB benefits per claim, provided they do not switch from one option to the other during the course of absence.

ARTICLE 19 - BENEFITS

- 19.01 For the purpose of this Article, eligible Custodians are defined as Permanent Custodians.
- 19.02 The Board shall participate in the Ontario Municipal Employees Retirement System for all eligible employees.
- 19.03 Group Insurance Coverage
- A. Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board shall assume undernoted contributions to the Plans for Custodians working twenty-five (25) hours or more per week.
- B. Custodians working less than twenty-five (25) hours per week may be enrolled in the group benefit plans at their own expense. The Board will cover the administration cost.
- C. The agreement to pay the cost, in whole or in part, of a group benefit plan, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under such group plan to any Custodian should the insurer fail or refuse to pay or provide same, in whole or in part.
- 19.04 The Board's share of the premiums shall be 95% (commencing the first of the month following date of ratification) for the following group plans:
- A. Group Life Insurance - \$25,000.00 and \$50,000.00
- Custodians may choose coverage beyond \$50,000.00 in multiples of \$25,000.00 up to \$150,000.00 at their full premium cost.
- B. Extended Health Care
- Single or Family Plans with eyeglasses at \$200.00 every two years and hearing aids/devices at \$500.00 every three years.
- C. Dental Insurance - Single or Family Plan
- Preventative Part A; Restorative Part B

ARTICLE 19 - BENEFITS

19.05 Long Term Disability

Conditions of this benefit are as follows:

- (a) The Board will administer the Plan.
- (b) The premium costs are to be the sole responsibility of the Custodian.

19.06 The remaining portions and/or full cost of the premiums as the case may be, of the plans listed in Articles 19.04 and 19.05 shall be paid by the Custodian by means of equal payroll deduction.

19.07 Coverage in the plans listed in Articles 19.04 and 19.05 are available to Custodians on approved leave of absence, but the full premiums become the responsibility of the Custodian for the duration of the leave of absence. Arrangements for such coverage must be made at least six (6) weeks prior to commencement of leave.

19.08 Those permanent employees who are entitled to receive uniforms shall receive them annually on a mutually agreed upon date or when they reach the 25 hour threshold.

- A. 3 work shirts or smocks
2 pairs of work pants
1 pair of shorts
With the option of being able to substitute one shirt for one pair of pants.

Raincoats will be supplied to each school according to the following:

- (1) in each school, one (1) raincoat;
 - (2) in a school with more than one custodian, two (2) raincoats;
 - (3) raincoats to be replaced when wear dictates.
- B. The Board shall contribute \$125 each year towards the cost of approved safety footwear upon proper submission of receipts for said footwear.
 - C. Upon request, up to every third year, the Board will supply all permanent custodians working more than twenty-five (25) hours per week, a winter parka or spring jacket.
 - D. Uniforms must be kept in a clean and tidy condition, and be worn in an appropriate manner at all times. Safety footwear must be worn at all times.
 - E. Uniforms will be delivered to Permanent Custodians upon completion of probationary period.
 - F. A medical certificate must be provided to the Manager of Custodial Services or designate on an annual basis by the Member if he or she is unable to wear safety footwear. The Employer will re-imburse the cost of the medical certificate upon the submission of appropriate receipt.

19.09 Cumulative Sick Leave Plan

- (a) Each full-time Custodian, working forty (40) hours per week shall be allowed two (2) days sick leave per month with pay to a maximum of twenty-four (24) days per year. Each part-time Custodian shall have sick days prorated to coincide with the percentage to full-time employment.
- (b) Each Custodian shall have 100% of unused annual sick leave transferred to his/her credit until a maximum of two hundred and sixty (260) days has been reached.

ARTICLE 19 - BENEFITS

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

19.10 Leave of Absence/Bereavement Leave

Application for leave under this section shall be done verbally with a follow up submission of the appropriate form to the Manager of Custodial Services.

A. Leave of Absence without loss of pay or deduction from cumulative sick leave shall be granted as follows:

1. Up to five (5) consecutive working days for the death of a spouse, parent, child, brother or sister.
2. Up to three (3) consecutive working days for the death of immediate in-laws, grandparent or grandchild.
3. Up to two (2) days when the member's child is born or if the member has adopted a child. Such days shall be taken within the first two weeks of birth or adoption.
4. One day to attend the funeral of a relative or friend not mentioned in #1 or #2 above.

B. Discretionary Leave

The Manager of Custodial Services or Designate may grant an employee leave of absence with pay for discretionary leave. The granting of this leave under this article shall be charged against accumulated sick credits.

It is understood for purposes of this article that twelve (12) days per year must be reserved for the employee's own sickness and disability. The parties agree that this is in compliance with EI provisions for purposes of premium reduction.

C. Jury Duty

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

ARTICLE 19 - BENEFITS

19.11 Pregnancy and Parental Leaves

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

1. The Custodian must provide the Manager of Custodial Services with at least two (2) weeks' written notice of the date they wish to begin a Pregnancy leave, accompanied by a certificate from a legally qualified medical practitioner stating the expected birth date. Custodians who wish to end the leave earlier must provide the Manager of Custodial Services with at least four (4) weeks' written notice.
2. The Custodian must provide the Manager of Custodial Services with at least two (2) weeks' written notice of the date they wish to begin a Parental leave. Custodians who wish to end the leave earlier must provide the Manager of Custodial Services with at least four (4) weeks' written notice.
3. Sick leave credits shall not apply during a Pregnancy or Parental Leave.
4. The Custodian shall be returned to his/her position according to the Employment Standards Act.
5. Duration of the Pregnancy/Parental or Parental Leave shall be in accordance with the Employment Standards Act. Custodians wishing to have leave beyond what is provided for in the Employment Standards Act may apply for Discretionary Leave as provided for elsewhere in this Collective Agreement.

ARTICLE 20 - GENERAL PROVISIONS

20.01 Direct Deposit

All custodians shall be paid on a bi-weekly basis through the direct deposit system. Each custodian shall receive pay statements of all deductions and deposit.

20.02 Floaters shall be paid in accordance with existing payroll administrative procedures.

20.03 A. All Custodians shall have access, during normal business hours and in the presence of a member of the Human Resources Department, to their personnel files upon written request to the Manager of Human Resources through the Manager of Custodial Services.

B. All Custodians may have copies of any material contained in their personnel file.

C. Letters of discipline shall be removed from an employee's record twenty-four (24) months from the date of the original incident, providing there were no similar incidents.

20.04 No member of the Bargaining Unit shall be laid off or suffer a reduction of regular hours, or salary, due to contracting out of current Bargaining Unit work that is currently performed by Bargaining Unit employees for the duration of this Collective Agreement.

20.05 The Employer agrees that work normally performed by the employees within the Bargaining Unit shall continue to be performed by the employees within the Bargaining Unit during the duration of this agreement.

ARTICLE 21 - DURATION AND RENEWAL

- 21.01 This agreement shall take effect as of February 5, 2005 to December 31, 2008 and shall continue in full force and effect from year to year thereafter unless written notice of intention to amend this agreement is given by either party to the other party not more than ninety (90) days and not less than sixty (60) days before its termination.
- 21.02 Subject to either parties request, a meeting shall take place within thirty (30) working days of being provided with notice in accordance with this collective agreement to exchange proposals.
- 21.03 Notice given to or received by the Union shall be considered as notice given to or received by all Custodians covered under this agreement.
- 21.04 Notwithstanding any article in this section, the parties may amend, delete, or add to this Collective Agreement, except for its term of operation, if mutually agreed upon in writing.

ARTICLE 22 – INCLEMENT WEATHER

- 22.01 When schools and/or Board offices are not officially closed due to weather conditions but vehicles are unable to travel on the same roads that an employee must use to get to work, there shall be no loss of pay or deduction from the sick leave account for any employee who:
- i) makes every effort to reach the nearest school within the jurisdiction of this Board.
 - ii) contacts their Co-Ordinator for further instructions as early as possible on that day.

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SCHEDULE A

	Feb 5/05	Sep 1/05	Feb 1/06	Sep 1/06	Mar 1/07	Mar 1/08
Chief Custodian						
Probationary	\$16.96	\$17.21	\$17.47	\$17.73	\$18.17	\$18.72
3 months	\$17.51	\$17.77	\$18.04	\$18.31	\$18.77	\$19.33
1 year	\$18.21	\$18.48	\$18.76	\$19.04	\$19.52	\$20.11
2 year	\$18.78	\$19.06	\$19.35	\$19.64	\$20.13	\$20.73
Custodian						
Probationary	\$15.61	\$15.84	\$16.08	\$16.32	\$16.73	\$17.23
3 months	\$16.13	\$16.37	\$16.62	\$16.87	\$17.29	\$17.81
1 year	\$16.82	\$17.07	\$17.33	\$17.59	\$18.03	\$18.57
2 year	\$17.37	\$17.63	\$17.89	\$18.16	\$18.61	\$19.17
Floater >10 days						
Chief Custodian	\$15.15	\$15.38	\$15.61	\$15.84	\$16.24	\$16.73
Custodian	\$14.79	\$15.01	\$15.24	\$15.47	\$15.86	\$16.34
Floater <10 days						
Chief Custodian	\$14.85	\$15.07	\$15.30	\$15.53	\$15.92	\$16.40
Custodian	\$14.34	\$14.56	\$14.78	\$15.00	\$15.38	\$15.84
Student						
Under 18	\$7.57	\$7.68	\$7.80	\$7.92	\$8.12	\$8.36
Over 18	\$8.11	\$8.23	\$8.35	\$8.48	\$8.69	\$8.95

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LETTER OF UNDERSTANDING #1

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: USE OF SCHOOL FACILITIES

CUPE Local 3987 has the right to request use of facilities under the Board Policy PLANT 1-98, as do all other employees.

LETTER OF UNDERSTANDING #2

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: LABOUR MANAGEMENT COMMITTEE

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

1. The Labour Management Committee shall be comprised of five (5) members appointed by the Employer and five (5) members appointed by the Union.
2. Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Union members of the Committee.
3. The Committee shall meet semi-annually or as mutually agreed between the parties to discuss matters of common concern that are not the subject of a grievance including, but not limited to, the following:

Square footage and staffing formula:

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

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LETTER OF UNDERSTANDING #3

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: JOINT COMMITTEES

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

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LETTER OF UNDERSTANDING #4

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: COURIER

Custodians continue to have access to the Board courier system to distribute properly addressed correspondence to their members.

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LETTER OF UNDERSTANDING #5

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: HIGHER PAYING POSITIONS

All Custodians promoted to a higher paying position will be considered a probationary employee in that position and shall be placed on the Chief Custodian grid at the next logical step so as to afford an increase over their current rate, calculated from the date of the appointment. It is expressly understood by both parties, that during the probationary period, a Custodian shall be deemed to be employed on a trial basis and may be returned to their previous position at any time at the discretion of the Board or the Custodian.

LETTER OF UNDERSTANDING #6

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: OVERTIME FOR SCHOOL USE PERMITS

In the event that a Use of Schools permit is issued for a time when a Custodian is not scheduled to be at work, overtime will be offered to Custodians in the following order:

For Internal (i.e. – non-paying) clients:

Floater

For External (i.e. – paying) clients *

Chief Custodian

Custodian

Floater

* Overtime shall be shared as equitably as possible between the Chief Custodian and Custodians

Where the Chief Custodian does not accept the overtime hours, and there is more than one Custodian assigned to the school, the overtime will be offered in order of seniority.

In the event that a Use of Schools permit is issued for a time that extends beyond the time when a Custodian's shift would normally end, the overtime will then be offered to that Custodian. In the event that there is more than one Custodian assigned to the school, the overtime will be offered in order of seniority.

LETTER OF UNDERSTANDING #7

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: REPLACEMENT FOR ABSENCES

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

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

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

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

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

LETTER OF UNDERSTANDING #8

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

CHIEF CUSTODIAL POOL

It is understood and agreed between the parties that the implementation of the Chief Custodial Pool is a new venture during the life of this Collective Agreement. As such, the processes outlined in the appendix to this letter (Appendix A) are subject to discussion and review through the Labour Management Committee.

It is understood between the parties that as this is a new venture, there will be no grievances filed by either party with regard to the implementation of processes related to the Chief Custodial Pool.

CHIEF CUSTODIAL POOL PROCESS

1. Once yearly in April, the Board will post the opportunity for permanent custodians to apply for placement in the Chief Custodial Pool and will invite resumes from interested internal candidates only.
2. Interested candidates will submit detailed resumes which outline their qualifications pertaining to this position. Qualifications will include but are not limited to:

Minimum two years FTE with the SMCD SB

Must have updated WHMIS training

Must be compliant with H & S guidelines

Must be in good standing as based on a history of both satisfactory job performance and attendance

All other qualifications listed on posting

Only candidates meeting re prerequisite qualifications will be considered for interview.

3. The Board may, prior to interviewing, provide specified training and opportunities and candidates will be tested and accredited. Only certified employees will be interviewed for the Chief Custodial Pool. It is expected that potential candidates should show initiative by under taking courses to enhance their qualifications.
4. The selection process will include:
 1. Written test from the Custodial Guidelines Manual
 2. Interview (team of 1 Principal, Co-ordinator, 1 HR representative, 1 Union observer)
 3. Board reference checks
 4. Successful candidates will be ranked and placed on a qualified chief custodial list.
5. Candidates placed on the Chief Custodial Pool list will remain on the list for 3 years provided that the candidate remains in good standing.
6. When a position becomes vacant and after transfers have been applied, the position will be filled from the Chief Custodial Pool by the Manager of Custodial Services or designate. Using the ranked system, ranked employees who decline a school location shall maintain their ranked status on the list.
7. If no internal Chief Custodian or eligible person from the Chief Custodial Pool accepts a permanent position as offered, the Board may seek a qualified custodial employee via a posting and recruitment process.
8. If no internal Chief Custodian or eligible person from the Chief Custodial Pool accepts a temporary position (as defined within the Collective Agreement), the position may be filled in accordance with the processes outlined with the Collective Agreement - Article 13.

LETTER OF UNDERSTANDING #9

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: DEFERRED SALARY LEAVE PLAN

1. The Deferred Salary Leave Plan allows employees the opportunity of taking a one (1) year paid Leave of Absence with pay by spreading four (4) years salary payments over a five (5) year period.
2. A employee who has completed at least three (3) years of continuous service as a permanent employee with the Board may apply for such leave.
3. A employee shall apply, in writing, to the Director of Education on or before December 31, requesting such leave to begin the following September 1st. Participation in the plan shall not unreasonably be withheld. Written acceptance or denial of the employee's request, with explanation shall be forwarded to the employee by April 1st in the school year the original request is made.
4. All employees participating in the Plan must sign a form of agreement approved by the Union and the Board which outlines the conditions of the leave.
5. The payment of the salary, benefits and timing of the one (1) year Leave of Absence shall be as follows:
 - a) During the first four (4) years of the Plan, a employee will be paid eighty percent (80%) of the annual salary. The remaining twenty percent (20%) will be accumulated and this plus any interest earned shall be retained by the Board to fund the year of the leave.
 - b) The salary that is held back, shall be held in trust in an account at the Board's Bank and shall accumulate interest at the prevailing rate and time schedule extended to the Board by its Bank.
 - c) During the period of leave, the Board shall pay to the employee, the amount of salary held back. The method of payment during the period of leave shall be as per current pay schedule.
 - i) The interest earned shall be paid to the employee in the taxation year that it is earned as outlined in the agreement.
 - ii) The Board shall make the appropriate deductions, including pension plan contributions subject to the regulations of the pension plan, from the payment(s) made to the employee.
6.
 - a) The employee's benefits will be maintained by the Board during the initial four (4) years of the Plan in accordance with Article 17, Benefits, as if the employee was being paid one hundred percent (100%) of their annual salary.
 - b) During the actual year of Absence the Board will maintain the employee's benefits but only where the employee so desires and at full cost to the employee.
7. The plan in this Letter of Understanding is subject to any Revenue Canada regulations or Rulings. The President of the Bargaining Unit shall be notified of any such regulations and rulings.
8. If the employee ceases to be employed by the Board, withdraws from the agreement of paid leave, or dies prior to taking the leave of absence, the Board shall pay to the employee or the employee's estate, as the case may be, the full amount of the salary held back together with the accrued interest as soon as possible but no longer than three (3) months from the time of withdrawal or death whichever is applicable.

LETTER OF UNDERSTANDING #9

RE: DEFERRED SALARY LEAVE PLAN

9.
 - a) Upon return to work, the employee shall return to their original position/location held prior to the leave or if it does not exist, to a comparable position, subject to Article 11, Recall Procedure.
 - b) Sick Leave Credits will not accumulate during the year spent on Leave, but will be reinstated on return.
 - c) There shall be no break in seniority or service because of the leave.

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LETTER OF UNDERSTANDING #10

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: TWO POSITIONS IN THE BOARD

Custodians shall be allowed to hold two (2) positions within the Board providing the Employee does not exceed forty (40) hours per week. This includes positions outside of the bargaining unit.

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LETTER OF UNDERSTANDING #11

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: SHUT DOWN

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

LETTER OF UNDERSTANDING #12

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: JOB SECURITY

The parties agree that for the duration of this collective agreement the overall permanent employee staff complement (FTE) as at February 5, 2003, will not be reduced.

In order to meet this commitment, it is understood between the parties that vacancies may be held in abeyance so as to ensure the application of the existing staffing formula based on 20,000 square feet for 8 hour custodial shift.

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

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LETTER OF UNDERSTANDING #13

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: MINISTRY ANNOUNCEMENTS

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

Dated at Barrie, Ontario this the _____ day of _____, 2005.

SIGNED ON BEHALF OF:

SIMCOE MUSKOKA CATHOLIC
DISTRICT SCHOOL BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL 3987
