

COLLECTIVE AGREEMENT

Between

YORK CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called the “Board”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1571

(Hereinafter called the “Union”)

September 1, 2022 – August 31, 2026

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APPENDIX I

PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

- a. There shall be established a Central Dispute Resolution Committee ("The Committee"), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency ("the central parties"), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.
- b. The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.

- c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d. For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a. Dispute Resolution

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

- b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

- a. The central parties shall each have the following rights:
 - i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.

- iv. To withdraw a dispute or grievance it filed.
- v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
- vi. To refer a grievance it filed to final and binding arbitration.
- vii. To mutually agree to voluntary mediation.
- b. The Crown shall have the following rights:
 - i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

- a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.
- b. Where such a dispute is filed:

- i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c. Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

- b. The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days or at the next scheduled meeting of the Committee.
- c. If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:
 - i. Continue informal discussions; or
 - ii. Refer the dispute back to the local grievance procedure
- d. If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
 - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
 - ii. Refer the grievance to Arbitration.

C4.14 Timelines

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.
- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.

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

C4.16 Arbitration

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

C5.00 Benefits

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

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

C5.3 Cost Sharing

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 Sick leave

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

“Casual Employees” means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short-term disability days remaining from the previous year,

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The

employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

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

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

l) Sick Leave to Establish EI Maternity Benefits

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

C7.00 Central labour relations committee

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

At all central bargaining meetings with the Employer representatives the union will be represented by the OSBCU negotiations committee.

The union will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive.

C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

The parties (OSBCU and the CTA) agree to meet within 30 days (or another mutually agreed time) of receiving written notice of a decision to fully or partially merge, amalgamate or integrate a school board or authority. The Crown shall receive an invitation to participate in the meeting. The parties agree to discuss the impact to the affected school board or authority of the merger, amalgamation or integration, including possible redeployment strategies.

C14.00 SPECIALIZED JOB CLASSES

The following language applies to a particular position that requires post-secondary training, licensing, and is not funded on a provincial grid. It also includes a position in the information technology sector requiring specialized skills.

Where a school board determines that an evaluation is necessary, and where the compensation package for the position is determined to be below the local market value outside of the education sector, as evidenced by a local market value assessment, the applicable school board may adjust the base wage or salary rate for the position following a discussion between the local Parties.

C15.00 PROFESSIONAL ACTIVITY DAYS

The parties agree that if the Ministry of Education declares a change in the number of PA Days the following shall apply:

The parties agree that there will be no loss of pay for CUPE members (excluding casual employees) as a result of the change in the number of PA Days determined by the Ministry of Education. The scheduling of PA days shall not change the number of paid days for the work year as per the Collective Agreement.

APPENDIX A

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

I, _____ hereby authorize my Health Care Professional(s) _____ to disclose medical information to my employer, _____. In order to determine my ability to fulfill my duties as a _____ from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated _____ dd _____ mm _____ yyyy for my absence starting on the _____ dd _____ mm _____ yyyy Signature _____ Date _____ Employee ID: _____	Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible. <u>Please return the completed form to the attention of:</u> _____ Telephone No: _____
--	---

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

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

Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Following Directions: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Decision-Making/Supervision: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Multi-Tasking: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Memory: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Social Interaction: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Communication: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>).			
Additional comments on Limitations (not able to do) and/or Restrictions (<u>should/must</u> not do) for all medical conditions:			
Health Care Professional: The following information should be completed by the Health Care Professional			

From the date of this assessment, the above will apply for approximately: ☐ 1-2 days ☐ 3-7 days ☐ 8-14 days ☐ 15 + days ☐ Permanent	Have you discussed return to work with your patient? ☐ Yes ☐ No
---	---

PART 3 – Confirmation and Attestation

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

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

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Signature:

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues: To be Updated as Necessary

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

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

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

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

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

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

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

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

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

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

LETTER OF AGREEMENT # 13

BETWEEN

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

and

The Canadian Union of Public Employees

(hereinafter 'CUPE')

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

PART B: LOCAL TERMS

Article 1 – RECOGNITION

1.01 Bargaining Agent

The Board recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Board, including those regularly employed for not more than twenty-four (24) hours per week, engaged in maintenance, services and plant operations, save and except foreperson, persons above the rank of foreperson, office staff and students working during summer vacation.

1.02 Definition - Employee

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 Gender Neutral Collective Agreement

All gender specific pronouns throughout the Collective Agreement will be referred to as they/them/their.

Article 2 – MANAGEMENT

2.01 Function of the Board

The Union acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) 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;
- c) establish from time to time and enforce written rules and regulations, policies, procedures and guidelines, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and,
- d) generally to manage, maintain and operate its Catholic school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.

2.02 Managerial Rights

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.

2.03 No Discrimination

No party to this Collective Agreement will engage in discrimination or discriminatory practices contrary to the protected grounds under the *Ontario Human Rights Code*: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy and breastfeeding), sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability.

No party to this Collective Agreement will engage in discrimination or discriminatory practices by reason of political affiliation or by reason of Union membership or activity, whichever is applicable.

Article 3 – NO SOLICITATION

3.01 On Board Premises

There shall be no solicitation or membership in any Union or collection of Union dues, assessments or fines or any Union activity on any premises of the Board except as expressly permitted by this Agreement.

Article 4 – NO CESSATION OF WORK

4.01 Strikes / Lockouts

There shall be no strikes or lock-outs as long as this Agreement continues to operate.

4.02 Violation of Article 4

In the event of any violation of Article 4 by any employees, the Board shall notify the President of the Local Union who shall instruct them to return to work and perform their usual duties.

4.03 Labour Disruption

Employees may refuse to cross a picket line erected by members of a different bargaining unit during a legal strike. Employees who refuse to cross such a picket line shall be placed on an unpaid leave of absence until they either return to work or the legal strike has ended.

Article 5 – UNION REPRESENTATION

5.01 Union Representation

a) Bargaining Committee

In negotiations for a new or renewal Collective Agreement, each of the parties shall be represented by a committee of not more than seven (7) employees, exclusive of a lead spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.

Such committee, together with representatives of the Union, shall represent the Local Union in all negotiations with representatives of the Board for a renewal of this agreement. Members of such committees shall be paid at their applicable straight time rates for all times they are absent from their regularly scheduled work while engaged in negotiations with Board representatives.

Upon seventy-two (72) hours' notice to the Employer, members of the negotiating committee may access the Union's negotiations prep bank to prepare for negotiations and will be paid by the Employer their regular rate of pay for the time which they were released from their normal working hours. It is understood that preparation shall only be taken in full day increments. The bank shall be established at a level of 112 hours during

the term of this Agreement. Additional leaves of absence, without pay, for the negotiating committee to prepare for negotiations may be granted by the Employer.

Approval will not be unreasonably withheld.

When meetings with the Employer's negotiating committee are held during regular working hours of an employee who is a member of the Union negotiating committee, such employee shall be released from their work assignment without loss of pay or any other benefits under the Collective Agreement. Time spent in negotiations shall be considered time worked exclusive of any overtime provision.

b) Other Bargaining Unit Business

A committee member or Union officer will obtain permission from their immediate supervisor, or the applicable manager if unable to contact the supervisor, before leaving regular duties and will give a reasonable explanation as to the length of time spent in the performance of bargaining unit duties.

Such permission shall not be unreasonably withheld. Committee members and Union officers shall suffer no loss of wages or benefits for such purposes.

c) Labour Management Committee

The parties shall meet at least once every two (2) months for the term of the Collective Agreement for the purpose of discussing issues of mutual interest directly related to the administration of the Collective Agreement. Such meetings shall not occur during the statutory freeze period. Additional meetings may be scheduled by mutual agreement.

The Labour Management Committee members shall comprise of the Local Union President, Vice President, Recording Secretary, Lead Steward and up to 1 additional member as determined by the Union President in consideration to the agenda.

The Board shall pay those members of the committee not on fulltime release from their employment with the Board at their applicable straight time rate for the time they are absent from their regularly scheduled work while participating in such meetings.

The Union shall have the right to have the Union National Servicing Representative in attendance. The Board will chair the Labour Management Committee.

The Union will send to the Board proposed agenda items within ten (10) days in advance of the date of the meeting. The Board will send a draft agenda, including the Board's agenda items, within two (2) days of receipt of the Union's agenda items. Minutes of each meeting shall be prepared by the Board and a copy provided to the President one (1) week prior to the next committee meeting. These minutes will not be deemed agreed to until approved at the Labour Management Committee.

5.02 Shop Steward - Representation

The Local Union shall also appoint or otherwise select a steward to represent employees engaged in custodial work in each area (as listed in Schedule A) and stewards to represent those engaged in maintenance, one of whom shall be designated as lead

steward. The selecting of a steward in a designated area does not in any way restrict the steward to that area.

The Local Union shall notify the Board in writing of the names of its officers, lead steward, stewards and members of the bargaining and grievance committees and of any changes upon occurrence.

5.03 Shop Steward – Function

A steward's function shall be to assist an employee in the preparation and presentation of grievances to the Manager of Human Resources. A steward with the prior permission of the steward's supervisor shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Such permission shall not be unreasonably withheld.

5.04 Shop Steward – Compensation

Until such time as it believes the privilege of time off for servicing grievances is being abused, the Board will compensate stewards for any portion of their regularly scheduled work time spent with the prior permission of the steward's supervisor in servicing grievances.

5.05 Return to Work

Employees requiring workplace accommodation or returning to work after an approved medical leave of absence will be required to provide medical documentation in accordance with Appendix C in the Central Terms. It is further understood that all parties to the return-to-work process are to actively participate, cooperate and accept reasonable, bonafide, and medically supported offers of accommodated work. To achieve a safe and timely return to work for an employee and due to the unique complexities of the individual employee's file, or as requested by the employee, a return to work/accommodation meeting will be arranged with all parties. If deemed necessary by the Board a written plan of accommodation will be provided to the employee and copied to the Union. It is understood that the employee and their Union representative are integral to a successful return to work process. The Union shall be notified of any employees with workplace accommodations.

Article 6 – GRIEVANCE PROCEDURE AND ARBITRATION

6.01 Time Limits

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 in writing by mutual consent of the parties.

6.02 Settlement

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 delay shall be made in the following manner:

6.03 Step One

The Union shall submit the employee's grievance, in writing, to the Manager of Human Resources, within seven (7) working days of the date the alleged violation occurred. The grievance shall state the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based.

The Manager of Human Resources, shall call a meeting of the grievor, the employee's steward, the lead or designate, the Department Manager, within seven (7) working days of the receipt of the written grievance.

An official written response will be given to the Union within seven (7) working days of the date of the meeting.

6.04 Step Two

If the response given at Step One is not satisfactory to the Union, the Union shall resubmit the grievance to the Superintendent of Human Resources within seven (7) working days of the receipt of the response.

The Superintendent of Human Resources shall meet with the grievor, the grievance committee, the National CUPE representative and the Superintendent of Human Resources to discuss and consider the grievance and the response given by the Manager of Human Resources, at Step One within (7) working days from receipt of the Step Two grievance.

The Superintendent of Human Resources will make every effort to settle such grievance and will respond in writing to the Union within seven (7) working days of the Step Two meeting.

6.05 Step Three

If the response given at Step Two is not satisfactory to the Union, the Union shall resubmit the grievance to the Director or designate within seven (7) working days of the receipt of the response.

The Director or designate shall meet with the Grievor, the grievance committee and the National CUPE Representative to discuss and consider the grievance and the response given by the Superintendent of Human Resources at Step Two within seven (7) working days of receipt of the Step three grievance.

The Director or designate will make every effort to settle such grievance and will respond in writing to the Union within seven (7) working days of the Step Three meeting.

6.06 Policy Grievance

For the purpose of this Agreement, a policy grievance shall be defined as a difference between the Board and the Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees.

The Union shall submit the policy grievance initiated at Step Two in writing, to the Superintendent of Human Resources, stating the nature of the alleged violation, the remedy sought and any provisions of the Agreement upon which the grievance is based.

If the policy grievance is being put forward by the Board, it shall be submitted, in writing, as above, to the CUPE 1571 President.

The Superintendent of Human Resources, shall convene a meeting with appropriate Board and/or Union personnel to clarify and discuss the details of the policy grievance within ten (10) working days of receipt of the written grievance.

A response (by the Union or the Board) will be provided within ten (10) days of the Policy Grievance meeting.

6.07 to 6.12 Mediation/Arbitration

6.07 a) Mediation

Failing settlement being reached at Step Three, upon mutual agreement, the grievance may be referred to an impartial grievance mediator. The selection of the mediator will be made jointly by both the Union and the Board.

The costs of the mediator shall be shared equally between the Union and the Board.

b) Arbitration

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, may be referred to a sole arbitrator at the written request of either the Union or the Board within fifteen (15) working days of the reply under Step Three of the grievance procedure or within fifteen (15) working days of failing settlement being reached at mediation.

No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy grievance.

6.08 a) The Union or the Board may, refer the grievance to arbitration to be dealt with by a sole arbitrator. The other party shall within five (5) working days of receipt of such notice reply in writing stating whether arbitration by a sole arbitrator is acceptable.

b) If in the reply referred to in 6.08 (a), the other party states that arbitration by a sole arbitrator is acceptable, the parties shall endeavor to agree upon the selection of a sole arbitrator. If the parties fail to select a sole arbitrator within ten (10) working days, the appointment should be made by the Ministry of Labour upon the written request by either party.

6.09 The decision, of a sole arbitrator, shall be binding on both parties.

- 6.10** The sole arbitrator 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.
- 6.11** Each of the Parties to this Agreement will jointly bear the fees and expenses, if any, of the sole arbitrator.
- 6.12** Witness fees and allowances shall be paid by the party calling the witness.

Article 7 – DISCIPLINE / DISCHARGE

7.01 Probationary Employees

A new employee shall be considered as a probationary employee for a period of ninety (90) days worked.

The probation period is calculated from the date of first commencing work for the Board.

The Union will not question the discharge or discipline of any probationary employee provided there has been no contravention of the Ontario Human Rights Code, nor shall such discharge or disciplinary action be the subject of a grievance. The probationary employee will have the right to the presence of the Union for any discipline or discharge.

7.02 Just Cause

The Board and the Union recognize the value of progressive discipline with the purpose of being corrective in nature. Discipline will be in accordance with the Board's Progressive Discipline Policy subject to the misconduct and any aggravating and/or mitigating factors.

Where an employee has been disciplined by the Board, the Board shall provide them and the Union with written confirmation including the reasons for the discipline imposed under the circumstances.

No employee, other than a probationary employee, shall be discharged or disciplined without just cause.

7.03 Grievance Procedure

Such grievance may be settled under the grievance procedure, including mediation or arbitration, provided by this Agreement, commencing with Step Three.

7.04 Documentation

The Board shall provide the President and the Union Representative, present at the meeting, a copy of any document given to an employee warning the employee of possible discharge.

7.05 Union Representation

The Board will ensure that employees are notified of their right to have Union Representation designated by the President present at any meetings with management regarding discipline or discharge. The Union Representative and the employee will be provided with a room in which to meet to discuss the issue for up to one hour.

Article 8 – HOURS OF WORK

8.01 Function of the Board

A) Custodial Staff

Days – A	6:30 am to 3:00 pm	½ hour unpaid lunch, lunch 11 - 12
Days – B	7:00 am to 3:30 pm	½ hour unpaid lunch, lunch 11 – 12
Days - C	8:30 am to 5:00 pm	½ hour unpaid lunch
Mid Shift	11:00 am to 7:30 pm	½ hour unpaid lunch, afternoon premium
Afternoons – A	2:45 pm to 10:45 pm	½ hour paid lunch, afternoon premium
Afternoons – B	3:15 pm to 11:15 pm	½ hour paid lunch, afternoon premium
Nights	11:30 pm to 7:30 am	½ hour paid lunch, night premium
<i>No employee in the employ of the Board as of September 1, 1989, will be forced to accept the night shift.</i>		

B) Custodians

i. Professional Activity/Educational/Faith Days

The hours of work on Professional Activity, Educational and Faith Days shall be from 9:00 am to 5:30 pm for those ordinarily working the afternoon shift and shall remain the day shift for those ordinarily working the day shift.

ii. Summer Months

During summer months all custodial staff will work from 6:30 am to 3:00 pm with the following exceptions:

- a) **Elementary Panel:** During the first week of July and the last week of August one afternoon custodial staff shall work from 9:00 am to 5:30pm. This shift may be rotated amongst all afternoon custodians.

Secondary Panel: During the first week of July and the last two (2) weeks of August one afternoon custodial staff shall work from 9:00 am to 5:30 pm. This shift may be rotated amongst all afternoon custodians.

- b) In schools where continuing education programs are offered during the summer months all afternoon custodial staff shall work from 9:00 am to 5:30 pm while the program is operating.

iii. School Breaks

During the student Christmas break and March break the hours of work for all custodial staff shall be the day shift.

C) Couriers

Days: 8:00 am to 4:00 pm, ½ hour paid lunch

D) Maintenance Staff

- i. Days: 6:30 am to 3:00 pm, ½ hour unpaid lunch

However, an employee may choose, where mutually agreeable, to work the shift which follows:

- ii. Afternoons – 2:45 pm to 10:45 pm – ½ hour paid lunch
- iii. Four Day Shift – 12:00 noon to 10:00 pm – ½ hour paid lunch, 4 day – 10 hour Shift
- iv. Nights -11:30 pm to 7:00 am - ½ hour paid lunch

In the event that work must be done outside the presence of users of the Board buildings, Maintenance staff will be assigned to the Night Shift as follows:

- a) The employee will be given advance notice of at least one week.
- b) The assignment will be for a minimum of one and a maximum of 4 consecutive weeks.
- c) There is a maximum of 3 such assignments per year (September – August) unless the employee agrees to do more.
- d) There will be a minimum of 2 employees assigned to do such work per night shift.

E) Part-Time Employees

The normal work week for each part-time employee shall be less than forty (40) hours and shall consist of such number of hours and be worked at such time or times as is set out in a schedule or operations posted by the Board from time to time.

Employees regularly required to work less than seven (7) hours a day shall be entitled to the benefits provided in this Agreement, including holidays, vacations, leave with pay and sick leave, and to the plans referred to in section 17.01 on a pro rata basis.

F) Hours of Work

The hours of work as specified in this article may be modified by mutual agreement between the Union and the Employer.

Such agreement will not be unreasonably withheld.

8.02 No Guarantee

The Board does not guarantee to provide work for any employee or to maintain the work week or working hours to be in force at the commencement of the Agreement. In the event of a system-wide reduction of the hours or work in the work location, the employees whose hours are reduced will be those in each job classification (Schedule B) with the least seniority.

8.03 Overtime – Saturdays/Sundays

An employee may be required, in the event of an emergency or heavy workload, as determined by the Board, to work in excess of the employee's normal work week, including Saturday and Sunday.

It is agreed that for all time worked on Saturday, employees shall be paid at the rate of time and one-half (1 ½) and for all time worked on a Sunday, employees shall be paid at the rate of double (2) time. On Saturday and Sunday employees will be paid a minimum of four (4) hours at time and a half for Saturday and double time for Sunday.

This overtime pay does not apply to the night shift that commences Friday night and ends Saturday morning.

Distribution of overtime will be accomplished in the following way:

A) For Custodial Employees:

1. The Board will maintain a list of employees who have expressed a willingness to accept overtime. This list will be posted in every location.
2. Overtime will be shared fairly among employees in each location. Employees on the list may refuse the overtime. In this event, such employee goes to the bottom of the list as if the employee had accepted the overtime.
3. In the event that no one on the lists accepts the overtime, it shall be offered, on a rotation basis, to employees within the same feeder schools who have indicated an interest in working overtime.
4. In the event that no one accepts the overtime, it shall be assigned to the least senior employee(s) on duty at the time and location that the overtime is required.

B) For Maintenance Employees:

1. The Board will maintain a list of employees who have expressed a willingness to accept overtime.
2. Overtime will be shared fairly among employees who are willing, qualified and available to perform the work which is required. Employees on the list may refuse the overtime. In this event, such employee goes to the bottom of the list as if the employee had accepted the overtime.
3. In the event that no one on the list accepts the overtime, it shall be assigned to the least senior employee(s) on duty at the time who is/are qualified and available to perform the work which is required on a rotation basis.

8.04 Emergency Call-Backs

In the event that an emergency necessitates the recall of an employee to work, such employee will be paid at one and one-half (1½) the regular rate with a minimum guarantee of four (4) hours straight time. If such recall occurs after 12:01 AM and does not immediately precede the start of the morning shift, the employee shall receive a minimum of six (6) hours straight time.

The assignment of such emergency recalls is the exclusive responsibility of the Board.

All calls from security which do not require a recall back shall be paid a minimum of two (2) hours.

8.05 Overtime During Workweek

All time worked in excess of a regular full-time workday or workweek as specified in Article 8 shall be considered as overtime and shall be paid for at the rate of time and one-half (1½).

8.06 Overtime Distribution

A list shall be provided to the Union executive every six (6) months showing the distribution of overtime or upon request by the Union.

Article 9 – SPECIFIED HOLIDAY

9.01 Definition

a) The following shall be specified as holidays under this Agreement:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, or such day as may be established as a holiday in lieu of any said days.

When Christmas falls on any day other than Monday or Sunday, the period from noon on the preceding day shall be a holiday.

In addition to the above, a “**Float Day**” shall be provided in lieu of Heritage Day. In the event that Heritage Day or Remembrance Day is proclaimed a school holiday, that holiday will replace the float day. The scheduling of the float day shall be determined by the Board each year and will occur during Christmas break.

b) “**Qualifying Day**” means all of an employee's last regularly scheduled work day or shift before the specified holiday or first regularly scheduled work day or shift after a specified holiday.

9.02 Time Frame

For the night shift, the holiday begins at 10:30 PM – 12:00 AM on the day of the holiday depending on the particular school start time.

9.03 Overtime – Specified Holidays

If an employee is required to work on any holiday, the employee shall be paid for work so performed at the rate of two (2) times (double-time) the employee's applicable hourly rate in addition to any holiday pay to which the employee may be entitled under section 9.04

or the employee may, with the consent of the Board, elect to take an extra day off in lieu thereof.

9.04 Conditions

A) An employee (other than a probationary employee) who is absent from work on a holiday shall be paid under these specific conditions:

- i. the day is a holiday;
- ii. the employee has Leave of Absence with pay;
- iii. the employee is suffering from an illness or injury which requires the employee to be absent on either or both of the qualifying days, which absence is supported by a Physician's certificate to that effect, or;
- iv. the day was the employee's regular day off; shall be paid at the employee's applicable hourly rate.

B) The employee shall not be paid if:

- i. the employee is absent from work on either or both of the qualifying days for a reason other than as set forth in III) above;
- ii. the employee has been instructed to report for work on such holiday and has failed to do so;
- iii. the employee has been granted Leave of Absence without pay for such holiday.

9.05 Probation

An employee who completes the probationary period shall be paid for all holidays for which the employee would have been entitled to be paid if the employee had not been a probationary employee retroactive to the date of permanent hire, as per Article 7.01.

Article 10 – VACATIONS

10.01 Definition

An employee shall be entitled to vacation with pay based on straight time regular earnings as follows:

- a) From the date of employ, continuous service to the first June 30th reached, 1 day per month* up to a maximum of 10 days.

As of that first June 30th, the employee is deemed to have completed the first year of service, regardless of the number of months employed. Subsequent years of service shall begin on July 1st and end on June 30th.

*In computing months of service, an employee is credited with a full month of service if at least $\frac{1}{2}$ of the normal work days for that month are worked by the employee.

Subsequent entitlement based on number of full years' service completed by June 30th of the vacation year:

- b) 2 years but less than 3 years of service = 10 days

- c) 3 years but less than 9 years of service = 15 days
- d) 9 years but less than 18 years of service = 20 days
- e) 18 years but less than 25 years of service = 25 days
- f) 25 year or more of service = 30 days

10.02 Restrictions

- a) The Board reserves the right to limit vacations one (1) week-before and one (1) week after the first day of school for students in any school year.
- b) Two (2) weeks notice using the Board's online reporting system.

10.03 Payment in Lieu Of

Each year the Board will, during the month of July, compute each employee's gross wages for the period between July 1st and June 30th past. In the event the gross wages for that period are greater than the regular wages (straight time) for that period, the Board shall remit to each employee affected, a cheque based on the formula which follows:

$(\text{Gross Wages} - \text{Regular Wages}) \times \text{Applicable Rate}$

The applicable rates are:

For the employee mentioned in 10.01 (A) 4%

For the employee mentioned in 10.01 (B) 4%

For the employee mentioned in 10.01 (C) 6%

For the employee mentioned in 10.01 (D) 8%

For the employee mentioned in 10.01 (E) 10%

For the employee mentioned in 10.01 (F) 12%

10.04 Schedules

Vacation schedules shall be posted by June 30th in each year and shall not be changed unless agreed to by the employees affected and the Board.

10.05 Specified Holiday During Vacation

If a holiday occurs while an employee is on vacation for which holiday the employee would otherwise have been entitled to be paid, the employee shall be entitled to a day off with pay at a time mutually convenient to the employee and to the Board.

10.06 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or confinement to bed for a period of five (5) days and which is verified by a medical certificate acceptable to the Board.

The employee shall be permitted to take the employee's vacation, or such portion thereof, as the employee was seriously ill, at a later time acceptable to the employee and the Board.

10.07 Vacation Pay

During an employee's scheduled vacation, the employee will receive the regular straight time salary the employee would have received had the employee been at work on the regular pay date(s).

10.08 Employee Vacation Quotas

The Board will maintain a record of all vacation allocations accessible to all employees through the Board's online portal. Allocations will include used quotas and balances.

Article 11 – SENIORITY & LAYOFF PROCEDURES

11.01 Requirements, Loss of Seniority & Service

- a) For the purposes of this Agreement an employee's "Seniority" (other than that of a probationary employee) shall commence with the date of the employee's most recent hiring to the bargaining unit by the Board or any immediate predecessor Board.

Seniority shall be maintained and accumulated so long as the employee remains in the employ of the Board during:

- i) a lay off within a period during which the employee was entitled to be recalled,
- ii) any illness/injury, or,
- iii) any approved leave of absence.

When an employee completes the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the date the employee was hired to a permanent position.

- b) 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 for at least twenty-four (24) consecutive months;
 - iv) fails, following a layoff, to notify the Board within seven (7) working 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 seven (7) days;

v) fails to return from a leave of absence on the prearranged return to work date, unless reasonable explanation acceptable to the Board is given for the late Return.

- c) "Service" or "continuous service" shall be determined by the length of the employee's actual service with the Board and any immediate predecessor Board.

11.02 Seniority List

- a) The Board shall maintain a master seniority list showing the hiring date of each employee, name, job classification, location of permanent position, and seniority date of each permanent employee. Seniority will be unit-wide.
- b) A copy of the seniority list shall be provided to the President of the local Union, in an electronic excel format, in the months of April and October of each year.

11.03 Posting

A seniority list shall be posted annually in each site and a copy thereof shall be sent to the Recording Secretary of the Union.

11.04 to 11.07 Layoff & Recall Procedure

- 11.04** In all cases of layoffs and demotions due to a reduction in work force (other than layoffs and demotions of a temporary nature) 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 the event of a layoff of a permanent or long term nature or the elimination of a position within the bargaining unit, the Board shall provide the Union with no less than thirty (30) days notice of the proposed layoff or elimination of the position and provide to the affected employee(s) if any, no less than thirty (30) days written notice or pay in lieu thereof.

- 11.05** In the event of any layoff, probationary employees shall be laid off after all supply custodians and thereafter employees shall be laid off in accordance with section 11.04.

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.

- 11.06** No employee shall be laid off while a supply custodian is employed at a job in the employee's classification or at a job which the employee is capable of doing.

11.07 Recall Procedures

Employees with seniority who are laid off shall retain their seniority and right of recall for a period of twenty-four (24) months.

When a vacancy occurs, the Board will recall individuals with a right of recall to any job classification provided they are qualified to fill the normal requirements of the job and able to perform the required work, in reverse order to which they were laid off.

Employees on the recall list are responsible for maintaining accurate contact information through the Board's Employee Self Service portal. The Board shall notify such employees of this responsibility upon the receipt of layoff along with continued access to such portal during the life of their recall rights.

Notice of recall shall be sent by registered mail or courier to the last address recorded with the Board by the employee, requiring the employee to report to work on a date not earlier than seven (7) working days after the date of such notice. If the employee does not reply within seven (7) working 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 employee shall be called. While recalling an individual in accordance with the foregoing, the Board shall be entitled to fill any job available on a temporary basis not to exceed ten (10) working days, but it shall give a laid-off individual an opportunity consistent with the requirements of such job and the seniority of the laid-off individual, to so such job if the employee is readily available and can perform the work.

Regardless of classification, employees on the recall list shall be recalled to positions for which they are qualified or for temporary positions as available.

No supply custodian shall be hired for any job while an employee who is capable of doing that job remains laid off and is willing to be recalled.

11.08 Alternative Employment

The Board will offer alternative employment with the Board to any employee who has at least three (3) years' service with the Board, if it is proposing to layoff as a direct result of the Board contracting out any work.

11.09 Contracting – Custodian Duties

During the term of the Agreement the Board will not enter into any contract with any contractor for the performance of custodial services in any Board Facility.

11.10 Contracting - Operations

While it is recognized that the Board has the right to contract out in case of emergency or temporary work load the Board agrees that there will be no change in the present practice of Maintenance or Courier operations and that no Maintenance or Courier employee will be laid off or suffer a change in job status as a result of contracting out.

11.11 Severance

Permanent employees on the recall list may elect to receive severance by surrendering their recall rights of 24 months from the date of layoff from their permanent job classification. Such election must be submitted in writing.

Permanent employees who elect to receive severance are entitled to pay in accordance with the Employment Standards Act. Employees whose recall rights expire shall be paid termination and severance pay in accordance with the Employment Standards Act.

The Board shall inform the Union of the names of all permanent employee(s) who surrender their recall rights and have elected severance pay.

Article 12 – JOB POSTING

12.01 Conditions

When (i) a vacancy, other than a temporary vacancy as defined in Article 12.04, occurs in any job classification covered by this Agreement, or (ii) a new job classification covered by this Agreement is created, the Board shall, within ten (10) working days fill such vacancy or new job classification, post on the Board's online recruitment platform, for five (5) working days, setting forth the position, the location, the shifts, the rate(s) of pay, and the qualifications necessary to perform the normally required work.

Timelines may be extended by mutual agreement.

Any employee may apply for such a position within such five (5) days.

12.02 Selection

The Board shall consider the following two (2) factors in determining which employee is to be selected:

- a) the seniority of the applicants, and
- b) the skill, the training, the knowledge, the related experience and the ability to perform the normally required work.

When in the judgment of the Board which shall not be exercised in any unfair and unreasonable manner, factor (b) is relatively equal as between two (2) or more applicants, their seniority shall govern. If none of its existing employees are qualified to fill a vacancy, the Board shall consider the supply applicants. If none are qualified to fill the vacancy, the Board may engage an employee from another source.

The Board will notify the Union and will post the name of the successful applicant on the Board's online system.

An employee promoted to a new position shall serve a sixty (60) work day trial period.

The parties agree that an employee's position prior to an employee's trial period, shall not be subject to Article 12.01 - Job Postings until the employee's sixty (60) day trial period has been completed.

If an employee's performance during the trial period is not satisfactory, the employee shall be returned to the position and wages from which such employee was moved. This is with the understanding that the employee may be returned to the original school from which the employee was moved.

If this is impossible because there is no vacancy in the original school, the Board shall make every attempt to assign the employee to a school in the area and give them priority, notwithstanding their seniority, for any suitable opening in their original school.

All vacancies shall be filled within fifteen (15) days after closing of the posting period.

12.03 Notification

The Board shall notify the local Union of all hiring, layoffs, recalls, filling of vacancies and new job classifications pursuant to clause 12.01, transfers and terminations of employment.

12.04 Temporary Vacancy

A temporary vacancy is defined as:

- a) A temporary vacancy, less than six (6) months, in a head custodian or lead hand position will be filled by the senior employee at the location where the vacancy exists, provided the employee has the capacity to perform the normally required work.
- b) A temporary vacancy, greater than six (6) months, in a head custodian, lead hand, day shift, or mid shift position will be posted for five (5) working days setting forth the job responsibilities, qualifications and job requirements, the worksite involved, the rate of pay. Any bargaining unit employee may apply for such a position in writing within such five (5) days. The Board shall be entitled to assign a floater/supply employee to fill the position of the employee who fills such temporary vacancy.

12.05 Restrictions

Employees shall be limited to two (2) lateral moves within the current school year, defined as September 1 to August 31, unless it represents a promotion or a lesser paying position.

Employees assigned by the Board to any split position are not subject to this article.

Article 13 – WAGES

13.01 Schedules B

The wage rates payable by the Board to employees in the job classifications established from time to time by the Board for the duration of this Agreement shall be as set out in Schedule "B" hereto, which said schedule forms a part of this Agreement. Payment shall be made by direct deposit.

13.02 Wages Repayment

- a) The Board shall not make deductions from wages unless authorized by the employee, statute, court order, an arbitration order, or by this Collective Agreement. This shall not be applicable where the permanent bargaining unit employee has exhausted entitlements under the Collective Agreement.
- b) Notwithstanding the above, in the case of overpayment of wages, the Board shall contact the employee in writing with respect to a mutually agreed repayment plan. The President of the Union shall be copied on said correspondence.

Article 14 – SICK LEAVE

14.01 Definition

Sick leave means the period of time an employee is permitted to be absent from work with pay by reason of being sick, disabled because of an accident or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as “sickness”).

14.02 WSIB Benefits

If an employee is unable to work by reason of sickness for the under mentioned periods, then a deduction in the amount set opposite shall be made from the employee’s credited sick leave (if any):

0 – 4 hours (.5 day)

4 – 8 hours (1 day)

In the event that an employee’s absence qualifies them for WSIB benefits, full wages will continue to be paid if pro-rated sick leave credits are available to be deducted for the portion not covered by WSIB.

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2022 - 2026 Collective Agreement.

14.03 Physicians’ Certificate

The Board may require an employee to produce a Medical Certificate, in accordance with Appendix C, to support an absence on account of sickness, as per the central terms of this agreement. The requested certificate will be delivered to the Disability Management Coordinator only.

14.04 Sick Leave Without Pay

Leave without pay shall be granted to an employee who:

- a) is not entitled to sick leave but who is required to be absent by reason of sickness, or
- b) is unable to return to work at the termination of the period for which sick leave was granted by reason of the employee’s continued sickness provide such leave shall not prejudice the Board’s right to discharge an employee because of frequent absences from work.

14.05 Employee Quotas

The Board will maintain a record of all sick leave allocations accessible to all employees through the Board’s online system. Allocations will include used quotas and balances.

14.06 Leaves Notification

Through the Manager of Human Resources, the President and WSIB Representative of the Union shall be provided, not later than the 15th of the month, an electronic excel

spreadsheet of all employees in the bargaining unit who are on a leave of absence. The list will include:

- Employee Name
- Home Address
- Phone Number on file
- Classification
- Work Location
- Hours Worked
- Current Employment Status - if the employee is on a leave of absence due to illness and/or injury, the start date of the leave.

Article 15 – LEAVES OF ABSENCE

15.01 Bereavement Leave

The Board shall grant to an employee requiring leave from work by reason of death in the employee's immediate family (spouse/partner, child, mother, father, mother-in-law, father in-law, brother, sister, grandparent or grandchild) five (5) working days with pay. The actual length of such leave shall be determined by the Board in accordance with the circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

In the case of a sister-in-law or brother-in-law the actual length of such leave shall be determined by the Board in accordance with circumstances of such death and the responsibility of the employee for the funeral and other arrangements.

15.02 Funeral

The Board shall grant up to one (1) working day leave with pay to an employee to attend a funeral, provided such employee has the previous authorization of the employee's supervisor, which shall not be unreasonably withheld.

15.03 Jury Duty / Subpoena

An employee who is called for jury duty or is subpoenaed as a witness other than in the employee's own cause and who as a result thereof loses time from work shall receive for each day so lost the difference between the employee's applicable hourly wage rate and the jury or witness fee (other than any mileage fee) to which the employee is entitled for such day. The Board will require the employee to furnish a certificate of service signed by the Clerk of the Court before making any such payment.

15.04 Union Business

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 to no more than seven (7) employees at any one time and to not more than sixty (60) work days per calendar year, provided:

Not more than two (2) employees at any one time shall be granted such leave from same school or building or maintenance classification, and

Granting of any of the foregoing leaves may be withheld due to the Board's operational needs. During such leaves, the employees will receive their regular remuneration from the Board and the Board shall invoice the Local Union for the costs incurred. The Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice.

15.05 Unpaid Leave

An employee, with a minimum of three (3) years seniority, on application to the Board may be granted a leave of absence without pay for up to six (6) months, subject to the following provisions:

- i) such leave shall not be granted more than once every three (3) years,
- ii) such leave may be denied when in the opinion of the supervisor the absence of such employee would impair the efficiency of operations, and,
- iii) the application for such leave shall be made at least thirty (30) days in advance, but this period may be abbreviated in unusual circumstances.

15.06 Family Assistance

The Board may grant an employee up to twenty-four (24) hours per school year paid leave of absence where the Board is satisfied that such time off is necessary to enable the employee to assist a member of the employee's immediate family (as defined in section 15.01). The Board reserves the right to deny such time off for any reason including the requirements of operations. Additional days may be granted at the discretion of the Manager of Human Resources, which shall not be unreasonably withheld.

15.07 Personal Time

The Board may grant leave without loss of pay, not to exceed, in total, sixteen (16) hours per year, for the purposes of:

- a) a dental, doctor or lawyer's appointment;
- b) inclement weather;
- c) moving to a new place of residence;
- d) attending a parent/teacher interview or graduation (which includes the employee's child, spouse/partner or their own);
- e) attend Canadian Citizenship ceremony (for employee);
- f) effective September 1, 2005 the Board may grant an employee leave of absence without loss of pay for personal reasons. Such leave must be applied for at least two weeks in advance of the day of absence. Each employee shall be granted one day per school year.
- g) voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and

- h) attendance at Indigenous cultural/ceremonial events for employees who self-identify as Indigenous.

15.08 Pregnancy / Parental Leave

Pregnancy and Parental leaves will be in accordance with Sections 45-49 & 51-53 of the Employment Standards Act. (Appendix A)

Upon written request of the employee at the time of requesting the Pregnancy/Parental Leave, the Board will grant a leave of absence without pay to extend such period(s) to a one full year leave from the start of the Pregnancy/Parental leave. An employee taking a pregnancy or parental leave is eligible to participate in the Board's SUB plan. The Board will use the Employment Insurance benefits stub as presented by the employee to the Board to determine the amount the employee will receive. This amount is equal to the Employment Insurance benefit for a two-week period. Should the Board extend the SUB plan to Parental Leaves for Adoption, the members of Local 1571 will be eligible for such plan under the same conditions.

Maternity Benefits/SEB Plan

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

15.09 Union Release Time

Upon written request from the Union, the Board shall approve the release of an

employee to the position of Union President. Such request shall be submitted to the Manager of Human Resources, prior to April 1st for the following school year.

During the term of the release, the position vacated by the Union President will be posted and filled as a temporary position. The position vacated by the successful applicant to the temporary posting will be filled by a supply custodian. When the term as local Union President ends, the incumbent and the employee temporarily replacing the incumbent shall be returned to the same positions they held previously.

The local Union shall pay the yearly salary of the employee, less \$6,000 per school year, representing an out of pocket expense to the Union President. The Board shall administer such salary and benefits through the normal payroll process. The Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice.

15.10 Election Leave

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the term of office.

15.11 WSIB Representative

Where an employee in the bargaining unit is elected or appointed as CUPE WSIB representative, such an employee may submit a request for an unpaid leave of absence for up to two (2) years without pay and loss of seniority to the Manager of Human Resources. Such a leave may be granted subject to the Board's operational needs but shall not be unreasonably denied. Where the Union requests that the Board administer the pay and benefits for the employee related to the leave, the Board will continue the salary and benefits in accordance with the appropriate Collective Agreement. On return from the leave, the employee will be placed in their previous position. The Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice.

15.12 Union Office

Any permanent employee who is elected or selected for a full-time position with the National or Provincial Union or Labour body with whom the Union is affiliated, shall be granted a leave of absence without pay and without loss of seniority, by the Board, for a period of two (2) years. On return from the leave, the employee will be placed in their previous position.

If an extension for the leave is requested, the Board may renew such leave on a yearly basis. On return from the extended leave the employee will be placed in a comparable position. Such extension shall be without pay and without loss of seniority.

Article 16 – UNION DUES

16.01 Deductions

The Board shall deduct, for each employee a percentage of the earnings for each pay period as determined by the Union's constitution.

The Board shall forward, an electronic list in excel, to the Secretary Treasurer and President of the Union no later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied by with an electronic list including the following information regarding each employee:

- Employee Name
- Home Address
- Phone number
- Classification
- Work Location
- Hours Worked
- Wage Rate
- Wages Earned
- Dues Paid
- Seniority Date

16.02 Conditions

Any employee presently a member of the Union shall remain such during the currency of this Agreement as a condition of the employee's continued employment.

Any employee hired on or after the date of this Agreement shall become a member of the Union and shall remain as such during the currency of this Agreement as a condition of the employee's continued employment.

16.03 Mandatory Membership

The Board shall advise all newly-hired employees of the requirement they join the

Union, in accordance with Article 16.02, and the Board shall also provide the employee with a copy of the Agreement.

16.04 Indemnification

The Union agrees to indemnify and save the Board harmless against any claim or liability arising and out of application of this article.

16.05 Union Orientation

Upon a new hires' start date, the Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, supply), start date of all employees hired into the bargaining unit.

On commencing employment in a position within the bargaining unit, all new employees will be provided with an opportunity to be introduced to their Union Representative.

Where the Board conducts staff orientation sessions, the Union will be provided with an opportunity during such session to make a presentation about membership in the Union. The Board will leave the room during the Union presentation.

16.06 Distribution of Collective Agreement

The Board shall within ninety (90) days of ratification of this Agreement, in a mutually agreed format, provide a copy of this Agreement to all bargaining unit employees. The cost of printing shall be mutually shared between the parties. New employees shall be given a copy of the Agreement on the date of hire by the Board.

Article 17 – EMPLOYEE BENEFITS

17.01 O.M.E.R.S.

The Board shall contribute on behalf of its employees as required by the Ontario Municipal Employees Retirement System (Basic Plan). See Appendix A for a definition of “contributory earnings”.

17.02 Tuition Fee Reimbursement

The Board shall pay 100% to a maximum of \$350 towards the cost of tuition fees for a job related course offered through an accredited educational institution upon successful completion of the course. In order to be eligible to receive reimbursement, an employee must first request Board approval in writing by providing details of the cost of the course and a course outline.

Article 18 – MISCELLANEOUS

18.01 Uniforms

a) The Board will provide to all regular employees a uniform and safety footwear voucher each year equivalent in value of \$450.00 for custodial & courier employees and \$500.00 for maintenance and CCSTW employees as of September 1, 2023.

b) All employees shall be responsible for the maintenance and cleaning of their Uniforms and shall be properly dressed and wearing safety footwear at all times when on duty. Maintenance employees shall be issued coveralls and/or overalls as required at the cost of the Board.

Note: Raincoats will be provided on the Uniform voucher.

c) The parties agree to the establishment of a uniform committee to discuss the custodian and maintenance employee’s uniform voucher. Such committee shall meet at least once per school year or upon request by either party.

18.02 Bulletin Boards

The Board shall provide bulletin boards accessible to bargaining unit employees at all workplace locations, where the Union shall maintain and post notices of Union meetings and other Union information approved by the Superintendent of Human Resources on such boards.

18.03 Use of Personal Vehicle

If an employee uses the employee's vehicle on Board business as authorized by the employee's supervisor, the employee will be reimbursed as per Board Policy, Travel, Meals and Expense Reimbursement. Employees required to travel from work site to work site shall be paid a mileage allowance as specified above for the distance from work site to work site.

18.04 Tools

The Board will supply tools as are determined by the Maintenance Controller.

18.05 Performance Evaluation

The employer will advise the employee in regards to appraisals the following rights:

- The employee be advised a week (five (5) school days) in advance of the performance appraisal meeting and
- No employee shall be appraised by another bargaining unit employee and no employee will be required to assess his/her own performance.
- Provide the employee with the opportunity to take a copy of the performance appraisal and consider it before adding their own comments to the document.
- It is agreed that the performance appraisal will be done on scheduled work time.

18.06 Employee Records

Employment files maintained in the Human Resources Department shall be the only documents used in the making of any determination regarding an employee's employment. Access to an employment file may occur once per school year at a mutually convenient time. The employee may be accompanied by a Union representative. Any copies of documents contained in the employment file must be made at the employee's own expense.

Documents of a disciplinary nature shall not be placed in an employee's file without the employee's knowledge; such documents may be removed at the sole discretion of the Manager of Human Resources, which shall not be exercised in an unfair or unreasonable manner, upon receiving a written request from an employee.

18.07 Facilities

The Union may use Board facilities up to once per month for Union business at no cost to either party. This shall be requested through the Community Use of Schools permit process. Meetings are to be held outside the school day. If any extenuating circumstances, these will be addressed in consultation with the Union.

18.08 Legal Costs

The Board may at its discretion, which shall not be exercised in an unfair or unreasonable manner, reimburse an employee's legal costs where an employee has chosen to appoint their own legal counsel and has been acquitted of a criminal charge arising out of any act, error or omission that occurred during the performance of an employee's duties while employed with the Board.

The Board shall, if circumstances render it inappropriate for an employee to continue his or her duties, suspend an employee with full pay and benefits

pending the disposition of an investigation.

The Board may at its sole discretion suspend an employee without pay, when a legal proceeding renders it inappropriate for an employee to continue his or her employment duties.

18.09 Joint Health and Safety Committee

The parties are committed to ensuring healthy workplaces that foster safe work practices that are in compliance with the *Occupational Health and Safety Act* (<https://www.ontario.ca/laws/statute/90o01>).

As part of this joint commitment, CUPE 1571 shall have 2 representatives on the Joint Health and Safety Committee. Time spent attending Joint Health & Safety Committee meetings with the Board will be considered work hours with no loss of earnings or benefits.

Article 19 – TECHNOLOGICAL CHANGE

19.01 Union Notification

The Board agrees to notify the Union sixty (60) calendar days in advance, of any technological changes which would result in the loss of employment or layoff of any employee in the bargaining unit. The Board also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff.

The Board agrees to provide training to an employee(s) impacted by technological change that does not result in a layoff or loss of employment.

Article 20 – TERMINATION

20.01 Dates

This Agreement shall become effective September 1, 2022 and shall terminate at midnight on August 31, 2026.

Article 21 – NOTICE OF RENEWAL

21.01 Conditions

Either party hereto, in accordance with the School Board Collective Bargaining Act, may require the other party to enter into negotiations for the renewal of the Agreement on ten (10) 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 in Section 81(1) 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 to 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.

21.02 Notification – Addresses

For the purpose of sending notices herein, the following shall be addresses of respective Parties:

Superintendent of Human Resources

York Catholic District School Board
Catholic Education Centre
320 Bloomington Road West
Aurora, Ontario L4G 0M1

Canadian Union of Public Employees

80 Commerce Valley Drive East
Markham, Ontario L3T 0B2

Local 1571

588 Edward Avenue, Unit 30
Richmond Hill, Ontario
L4C 9Y6

21.03 Notice

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

SCHEDULE A – LIST OF SCHOOLS

Cardinal Carter	Fr. Bressani	Fr. Michael McGivney	Holy Cross
Fr. Frederick McGinn Holy Name ² Light of Christ Our Lady of Annunciation Our Lady of Hope St. Mary Divine Mercy (Dual Feeder Area F) Holy Jubilee (Dual Feeder Area F) St. David (Dual Feeder Area F) St. James (Dual Feeder Area F) St. Raphael the Archangel (Dual Feeder Area F)	Immaculate Conception St. Catherine of Siena (Streets Incl. Fieldstone, Fuschase, Minton, Nova Star and Pottery) St. Clare (South of Rutherford) St. Gabriel the Archangel St. Gregory the Great St. John Bosco St. Margaret Mary (Golf Ave. Subdivision) Our Lady of Fatima (North of Rutherford Dual Feeder Area A) (South of Rutherford Dual Feeder Area E) St. Andrew (Dual Feeder Area A) St. Padre Pio (Dual Feeder Area A) St. Stephen (Sonoma Heights - Dual Feeder Area A)	Sir Richard W. Scott St. Benedict St. Frands Xavier	Our Lady of Fatima (North of Rutherford Dual Feeder Area A) (South of Rutherford Dual Feeder Area E) Pope Francis San Marco St. Angela Merid St. Catherine of Siena (Streets Excl. Fieldstone, Fuschase, Minton, Nova Star and Pottery) St. Clement St. Margaret Mary (excl. Golf Ave Subdiv) St. Peter St. Andrew (Dual Feeder Area A) St. Padre Pio (Dual Feeder Area A) St. Stephen (Dual Feeder Area A)
Our Lady Queen of the World	Our Lady Of The Lake	Sacred Heart	St. Augustine
Corpus Christi Our Lady Help of Christians St. Joseph, Richmond Hill St. Marguerite d'Youville (East of Yonge St. Only) ²	Prince of Peace St. Bernadette St. Thomas Aquinas	Canadian Martyrs Good Shepherd St. Elizabeth Seton St. Paul Our Lady of Good Counsel Notre Dame (Dual Feeder Area D) St. Nicholas	All Saints St. John XXIII St. Justin Martyr St. Matthew St. Monica
Saint Brother Andre	St. Elizabeth	St. Jean de Brebeuf	St. Joan of Arc
San Lorenzo Ruiz St. Brigid St. Brendan St. Joseph, Markham St. Julia Billart St. Kateri Tekakwitha St. Mark ¹ St. Patrick, Markham	Blessed Scalabrini Our Lady of the Rosary St. Cecilia (Dual Feeder Area G) St. David (Dual Feeder Area C) St. Joseph the Worker Blessed Trinity (Dual Feeder Area C) Father John Kelly (Dual Feeder Area C)	Guardian Angels Our Lady of Fatima (North of Rutherford Dual Feeder Area A) St. Agnes of Assisi St. Andrew (Dual Feeder Area A) St. Clare (North of Rutherford) St. Emily St. Mary of the Angels St. Michael the Archangel St. Padre Pio (Dual Feeder Area A) St. Stephen (Dual Feeder Area A) St. Veronica	Blessed Trinity (Dual Feeder Area C) Divine Mercy (Dual Feeder Area F) Father John Kelly (Dual Feeder Area C) Holy Jubilee (Dual Feeder Area F) St. Raphael the Archangel (Dual Feeder Area F) St. David (Dual Feeder Area F) St. James (Dual Feeder Area F) St. Cecilia (Dual Feeder Area G)
St. Maximilian Kolbe	St. Robert	St. Theresa of Lisieux	
Holy Spirit Holy Name ² Notre Dame (Dual Feeder Area D) Our Lady of Grace St. John Chrysostom St. Jerome St. Mark ¹ St. Patrick, Schomberg	Christ the King St. Anthony St. John Paul II St. Michael St. Rene Goupil-St. Luke	St. Marguerite d'Youville ¹ Fr. Henri Nouwen St. Mary Immaculate St. Anne St. Charles Garnier	

BOUNDARY NOTES

1. St. Mark (St. Brother Andre) includes the area south of Bloomington until McCowan, then south of Vandorf/ Hillsdale. St. Mark (St. Maximilian Kolbe) includes the area north of Bloomington until McCowan, then north of Vandorf/ Hillsdale.
2. The Holy Name (St. Maximilian Kolbe) includes portion of Holy Name from Highway 9 / Davis Dr. to south of including Both sides of 17 Sideroad Holy Name (Cardinal Carter) includes portion of Holy Name south of (Not Including) 17th Sideroad.
3. Jefferson Forest community (East of Yonge St.) is a dual feeder area for St. Theresa of Lisieux and Our Lady Queen of the World

Area	Elementary Feeder Areas	Secondary School Options	Board Approval Date(s)
A	St. Andrew St. Padre Pio St. Stephen (<i>Sonoma Heights Only</i>) Our Lady of Fatima (<i>North of Rutherford Road</i>)	Holy Cross St. Jean de Brebeuf Father Bressani	December 9, 2008 November 9, 2010
B	St. Marguerite d'Youville (<i>East of Yonge St</i>)	St. Theresa of Lisieux Our Lady Queen of the World	January 22, 2008
C	Blessed Trinity Father John Kelly St. David (<i>South side of Major Mackenzie Drive</i>)	St. Joan of Arc St. Elizabeth	December 9, 2003 November 15, 2011
D	Notre Dame	St. Maximilian Kolbe Sacred Heart	January 22, 2008
E	Our Lady of Fatima (<i>South of Rutherford Road</i>)	Holy Cross Father Bressani	November 9, 2010
F	Divine Mercy Holy Jubilee St. David (<i>North side of Major Mackenzie Drive</i>) St. James St. Raphael the Archangel	St. Joan of Arc Cardinal Carter	November 11, 2010 November 15, 2011
G	St. Cecilia	St. Elizabeth St. Joan of Arc	November 9, 2010

SCHEDULE B – OCCUPATIONAL CLASSIFICATIONS

A. CUSTODIAL CATEGORY – JOB CLASSIFICATIONS

- Custodian
- Elementary Head Custodian
- Secondary Head Custodian
- Custodial Central Service Team Worker

a) Head Custodian in an elementary school who is responsible for a school in which less than two (2) custodians are regularly employed on a full time basis.

b) Head Custodian in an elementary school who is responsible for a school in which two (2) or three (3) custodians are regularly employed on a full time basis.

c) Head Custodian in an elementary school who is responsible for a school in which four (4) or more custodians are regularly employed on a full time basis or a Head Custodian in an elementary school with a wastewater treatment system.

d) Head Custodian responsible for any secondary school or Catholic Education Centre.

B. CUSTODIAL CENTRAL SERVICE TEAM WORKER

C. COURIER

D. MAINTENANCE WORKER CATEGORY – JOB CLASSIFICATIONS

- Maintenance Carpenter*
- Maintenance Electrician*
- Maintenance HVAC Technician*
- Maintenance Locksmith Technician*
- Maintenance Plumber*
- Maintenance Security Technician*
- Maintenance BAS Technician*
- General Maintenance
- Maintenance Mechanic
- Apprentice

*Requires proof of certification

SALARY SCHEDULES

Effective September 1, 2022	Start	After Probation
Supply Custodian	20.26	
Custodian	25.08	25.30
Elementary Head Custodian A	25.97	26.18
Elementary Head Custodian B	26.51	26.72
Elementary Head Custodian C	27.33	27.52
Secondary Head Custodian	28.40	28.61
Lead Hand		26.03
Custodial Central Service Team Worker		31.57
Courier	26.05	26.70
Maintenance Carpenter *	35.21	35.42
Maintenance Electrician *	35.21	35.42
Maintenance HVAC Technician *	35.21	35.42
Maintenance Locksmith Technician *	35.21	35.42
Maintenance Plumber *	35.21	35.42
Maintenance Security Technician *	35.21	35.42
Maintenance BAS Technician *	35.21	35.42
General Maintenance	34.22	34.52
Maintenance Mechanic	34.22	34.52
Apprentice 1		25.30
Apprentice 2		25.72
Apprentice 3		28.67
Apprentice 4		31.58

Effective September 1, 2023	Start	After Probation
Supply Custodian	21.26	
Custodian	26.08	26.30
Elementary Head Custodian A	26.97	27.18
Elementary Head Custodian B	27.51	27.72
Elementary Head Custodian C	28.33	28.52
Secondary Head Custodian	29.40	29.61
Lead Hand		27.03
Custodial Central Service Team Worker		32.57
Courier	27.05	27.70
Maintenance Carpenter *	36.21	36.42
Maintenance Electrician *	36.21	36.42
Maintenance HVAC Technician *	36.21	36.42
Maintenance Locksmith Technician *	36.21	36.42
Maintenance Plumber *	36.21	36.42
Maintenance Security Technician *	36.21	36.42
Maintenance BAS Technician *	36.21	36.42
General Maintenance	35.22	35.52
Maintenance Mechanic	35.22	35.52
Apprentice 1		26.30
Apprentice 2		26.72
Apprentice 3		29.67
Apprentice 4		32.58

Effective September 1, 2024	Start	After Probation
Supply Custodian	22.26	
Custodian	27.08	27.30
Elementary Head Custodian A	27.97	28.18
Elementary Head Custodian B	28.51	28.72
Elementary Head Custodian C	29.33	29.52
Secondary Head Custodian	30.40	30.61
Lead Hand		28.03
Custodial Central Service Team Worker		33.57
Courier	28.05	28.70
Maintenance Carpenter *	37.21	37.42
Maintenance Electrician *	37.21	37.42
Maintenance HVAC Technician *	37.21	37.42
Maintenance Locksmith Technician *	37.21	37.42
Maintenance Plumber *	37.21	37.42
Maintenance Security Technician *	37.21	37.42
Maintenance BAS Technician *	37.21	37.42
General Maintenance	36.22	36.52
Maintenance Mechanic	36.22	36.52
Apprentice 1		27.30
Apprentice 2		27.72
Apprentice 3		30.67
Apprentice 4		33.58

Effective September 1, 2025	Start	After Probation
Supply Custodian	23.26	
Custodian	28.08	28.30
Elementary Head Custodian A	28.97	29.18
Elementary Head Custodian B	29.51	29.72
Elementary Head Custodian C	30.33	30.52
Secondary Head Custodian	31.40	31.61
Lead Hand		29.03
Custodial Central Service Team Worker		34.57
Courier	29.05	29.70
Maintenance Carpenter *	38.21	38.42
Maintenance Electrician *	38.21	38.42
Maintenance HVAC Technician *	38.21	38.42
Maintenance Locksmith Technician *	38.21	38.42
Maintenance Plumber *	38.21	38.42
Maintenance Security Technician *	38.21	38.42
Maintenance BAS Technician *	38.21	38.42
General Maintenance	37.22	37.52
Maintenance Mechanic	37.22	37.52
Apprentice 1		28.30
Apprentice 2		28.72
Apprentice 3		31.67
Apprentice 4		34.58

ALLOWANCES/SHIFT PREMIUMS

1. While a custodian is placed in charge of a school during the absence of a Head Custodian, the employee shall be paid at the rate of the Head Custodian probationary rate for the time the employee replaces the Head Custodian.
 2. A. A custodian employee on either of the:
 - a) Mid shift (11:00am – 7:30pm) OR
 - b) Afternoon shift (2:45 pm – 10:45 pm) (4:00 pm – Midnight)shall be paid a shift premium of fifty (Should be updated to reflect 2019 % increases50) cents an hour.
 - B. A custodial employee on the night shift (11:30 pm to 7:30 am) shall be paid a shift premium of sixty (Should be updated to reflect 2019 % increases60) cents an hour.
 - C. A maintenance employee on the
 - a) Afternoon and Four Day shifts shall be paid a shift premium of fifty (Should be updated to reflect 2019 % increases50) cents an hour.
 - b) Night shift shall be paid a shift premium of sixty (Should be updated to reflect 2019 % increases60) cents an hour.
- For the purposes of calculation pay for overtime on a holiday or on a callout, such shift premium shall not be considered as part of an employee's applicable hourly rate.
3. The Board will post a Lead Hand classification on either the Afternoon or Night Shifts in a secondary school in which three or more Custodians are regularly employed on a full time basis, such Lead Hand shall be entitled to an additional fifty (Should be updated to reflect 2019 % increases50) cents an hour.
 4. During the term of the agreement, the Board will staff its buildings and schools in accordance with the relevant cleaning model/industry standards for the publicly-funded school board sector, Ministry funding, facility size, and student enrolment.

The Board's staffing allocation will be discussed through the Joint Custodial Workload Committee. The Committee will be comprised of the CUPE Local 1571 President and designate, as well as the Manager, Facility Services and the Manager, Human Resources. The parties may agree to invite resource personnel as required per the meeting agenda. The committee will meet bi-annually, the first meeting prior to the commencement of the school year.

The mandate of the Committee is to:

- review custodial workload assignments per the cleaning model/industry standards and per the Board's staffing allocations;
- consult on custodial cleaning and school building/grounds-maintenance expectations and standards;
- assess and evaluate custodial equipment and products; and
- address issues of mutual interest that affect custodial workload, including but not limited to relevant factors such as employee absences and workplace accommodations.

The Committee will report their findings and recommendations to the Superintendent of Facilities and Plant and the Superintendent of Human Resources for final approval and system implementation, which shall not be unreasonably withheld. The agreed upon report and cleaning model shall be posted to the electronic Custodial Resources.

The parties will agree to meet within 120 days of local ratification of Part B of the Collective Agreement to review the cleaning model/relevant industry standards, and current practices.

LETTERS OF UNDERSTANDING

#1 Supply Custodian

a) The supply custodian employee pool shall be the main source for the hiring of permanent custodial employees who will be subject to the successful completion of a probationary period.

Supply Custodians who complete 16 months of regular duties shall not be subject to the probationary period in Article 7.01.

b) Supply custodians will be hired by seniority to a permanent custodian's position.

c) Supply custodian shall be paid as per the Salary Schedule without a shift premium and no benefits except for statutory benefits.

d) All supply custodians shall pay union dues but will not be eligible for recognition of seniority service until hired into a permanent position.

e) Supply custodian shall not be considered as part of the custodian complement.

f) A supply custodian may decline a work assignment up to three times without penalty as long as reasonable explanation exists; otherwise the supply custodian will be removed from the Board's supply list. In the event a supply custodian has not worked within twelve (12) months, the individual shall be removed from the Board's supply list.

It is understood that illness may excuse a supply custodian from this provision of the letter of understanding and that the Board has the right to request a medical certificate in support of any claim to illness.

In addition to the information required by the Collective Agreement, the Union may meet with management at a mutually agreeable time to discuss supply custodian hours of work and location(s) at which supply custodian are assigned.

#2 Contracting Out

The parties agree to the following understandings regarding contracting out:

YCDSB is committed to open communication and a transparent process in regards to the contracting out of work that may be considered bargaining unit work. No bargaining unit work shall be contracted out without prior notice given to the Union unless it is an emergency situation.

#3 Professional Development

The YCDSB and CUPE 1571 have jointly agreed to a philosophy which encourages professional development for all members. A professional development committee, with representation from management and CUPE 1571, shall be established. CUPE 1571 is recognized as an equal participant in the professional development committee.

#4 Protected Complement

The parties agree that in accordance with Letter of Understanding #3 of the Central Collective Agreement, the FTE number (excluding temporary, supply and/or occasional positions) as of December 19, 2022, the date of central ratification, is: 477.0:

- Custodial: 443.0 FTE
- Maintenance: 31.0 FTE
- Couriers: 3.0 FTE
- TOTAL = 477.0 FTE

#5 Supervision

The parties agree that the general supervision of students shall not be assigned to any classification or position, where supervision is not a core duty of that classification. Except in emergency situations CUPE 1571 members shall not be required to supervise student(s) in the absence of a teacher.

#6 Self-Funded Leave

The parties agree to the following terms for the provision of a self-funded leave for CUPE Local 1571 members:

1. The Board may grant leaves of absence of one year to CUPE 1571 members on the basis of one of the following Plans 1 or 2:

Plan 1 – spreading 4 years' salary over 5 years (hereinafter called "Plan 1") on the following terms and conditions

or

Plan 2 – spreading 3 years' salary over 4 years (hereinafter called "Plan 2") on the following terms and conditions.

2. Any employee, who has completed at least five (5) years' active service for the Board may apply to participate in such Plan;

3. An employee wishing to participate in such Plan shall apply in writing to the Manager of Human Resources, on or before May 31st to participate in the Plan commencing the following September 1st;

4. The Board shall consider applications for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to employees with longer service.

5. Each employee permitted to participate in the Plan shall enter into an agreement with the Board as follows:

i) In the case of Plan 1 – in each of the four (4) years of the Plan commencing September 1st next following approval, the employee shall be paid 80% of the salary to which the employee is otherwise entitled;

In the case of Plan 2 – in each of the three (3) years of the Plan commencing September 1st next following approval, the employee shall be paid 75% of the salary to which the employee is otherwise entitled;

ii) In the case of Plan 1 – the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In the case of Plan 2 - the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

iii) In the case of Plan 1 – the leave of absence shall commence on the September 1st of the 5th year from the commencement of the employee's participation in the Plan;

In the case of Plan 2 – the leave of absence shall commence on the September 1st of the 4th year from the commencement of the employee's participation in the Plan;

iv) During such school year of the leave of absence the Board shall pay the employee all the funds accumulated pursuant to ii) and interest earned in accordance with the foregoing either in a lump sum or in installments on a bi-weekly basis;

v) The employee shall be responsible for all contributions to OMERS (ie. both employee and employer) and the employee will be responsible for arranging with the Board the payment of all premiums for benefit plans (ie. both employee and employer);

vi) Subject to any other provisions of the Collective Agreement, on the employee's return from the leave the employee shall be reinstated to a position considered comparable to that held at the commencement of the leave;

vii) During such leave the employee's seniority shall accumulate but will not be regarded as continuous service;

viii) 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;

ix) An employee laid off or who leaves active employment with the Board while participating in the Plan must withdraw there from. 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;

x) Permission to withdraw from the Plan will be solely at the discretion of the Board;

xi) If an employee dies, retires, is dismissed 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, or leaving, as the case may be.

LETTERS OF INTENT

#1 O.H.I.P.

To: Canadian Union of Public Employees Local 1571

This letter confirms that in recognition that, effective January 1, 1990, O.H.I.P. is fully funded by way of an employer payroll tax, it is agreed that all provisions respecting O.H.I.P. will be removed from the Collective Agreement. If at any time, O.H.I.P. funding reverts back to a premium payment system, it is understood and agreed that all O.H.I.P. provisions, removed as a result of employer payroll tax funding, will be returned to the Collective Agreement.

#2 Compensating Time

Employees will be allowed to work an extra fifteen (15) minutes per day:

Dayshift Employees - the fifteen (15) minutes will be worked prior to the start of their shift.

Afternoon Employees - the fifteen (15) minutes will be worked at the conclusion of their shift.

This will be worked from October 1st to May 31st in order to have five (5) days off with pay.

A minimum of one (1) day will be taken during the Christmas Break, and the remaining days during the March Break or the summer of the current school year, and may not be banked nor paid out.

Any compensation days taken adjacent to a sick day will not be paid.

3 Contact Information

The Board will provide the Union a listing of bargaining unit employees which will include name, job/classification, employment status, home mailing address and telephone number including mobile number if provided. The list shall be sent to the Recording Secretary and the President of the local on an annual basis no later than October 31st.

#4 Union Secretary Treasurer Release Time

Upon notice to the employee's immediate supervisor, the Board may grant a leave of absence without pay for the Secretary Treasurer of the Union, one (1) day per month for the purpose of conducting the financial obligations of the Union. Such leave shall not be unreasonably withheld. During such leaves, the employee will receive their regular remuneration from the Board and the Board shall invoice the Local Union for the costs incurred. The Union shall reimburse the Board within thirty (30) days of receiving the Board's invoice. Such leaves shall not be credited against Article 15.04.

#5 Specialized Job Classes

Within 120 days of ratification, and in accordance with Article C14 Central Terms, the parties will jointly initiate a market value assessment of maintenance positions within the

bargaining unit. Specifically, these bargaining unit positions will be limited to: Maintenance Carpenter, Maintenance Electrician, Maintenance HVAC Technician, and Maintenance Plumber. The assessments will be based on organizations within the broader public sector.

For clarity, any market assessment rates, to the extent that these are greater than the collectively bargained job rate for the aforementioned specific positions, shall not be considered permanent. Any subsequent market assessments shall be conducted using the same comparative broader public sector organizations. Should the market assessment result in a pay uplift, that uplift shall only remain in effect for the duration of the contract. Where successive market value assessments do not support continuation of the higher market assessment rate, the job rate for the named position shall revert to the collectively bargained job rate.

APPENDIX A – O.M.E.R.S. Definition of Contributory Earnings (For Information Only and Non Grievable)

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 recurring earnings as follows:

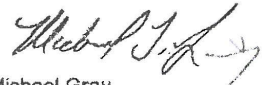
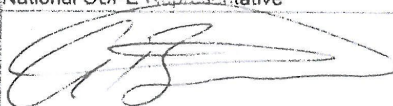
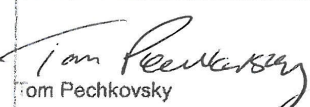
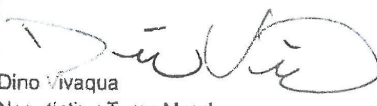
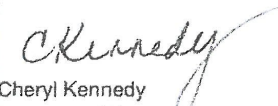
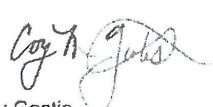
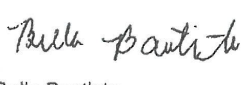
- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all 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 normally to 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 of 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 unpurchaseable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called 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 or 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

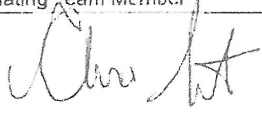
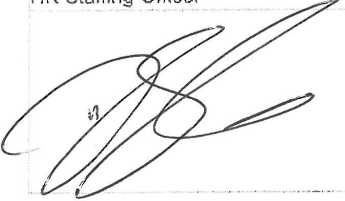
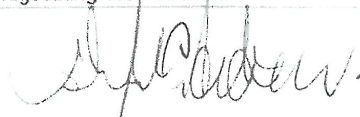
reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;

- 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.

**Memorandum of Settlement
Between
York Catholic District School Board
(the Board)
and
Canadian Union of Public Employees and its Local 1571
(the Union)**

DATED AT Richmond Hill, ON the 16th day of May, 2023.

For the Board:	For the Unit and Agents of the Bargaining Unit
 Carol Cotton, Trustee	 Carlette Krajci National CUPE Representative
 Michael Gray Superintendent of Human Resources & International Education	 Antonio Bove President, CUPE 1571
 Khaled Elgharbawy Superintendent of Facilities and Plant	 Vito Cannatelli Vice President, CUPE 1571
 Tom Pechkovsky Coordinating Manager of Planning & Operations	 Dino Vivaqua Negotiating Team Member
 Cheryl Kennedy Manager of Human Resources	 Marian Pawliszko Negotiating Team Member
 Cory Gastis Manager of Facilities	 Bella Bautista Negotiating Team Member

 Paula Martins Principal	 Michael Filice Negotiating Team Member
 Dannie Papasodaro HR Staffing Officer	 Christopher Smith Negotiating Team Member
	 John McAndrew Negotiating Team Member

MEMORANDUM OF AGREEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1571

(The Union)

and

YORK CATHOLIC DISTRICT SCHOOL BOARD

(The Employer)

WHEREAS the Union and the Employer ("the Parties") are Parties to a Collective Agreement in effect from September 1, 2022 to August 31, 2026;

AND WHEREAS the Employer determined that an evaluation on specialized job classes was necessary as per the Central Terms article C14.00;

AND WHEREAS the Parties have completed a joint market value assessment for the positions of Maintenance Carpenter, Maintenance Electrician, Maintenance HVAC Technician, and Maintenance Plumber as per the Local Terms Letter of Intent #5;

NOW THEREFORE the Parties agree to the following:

1. The Board shall adjust the start and post-probation rates of pay for the identified positions with an effective date of December 1, 2023. The rate changes are separate and distinct from any centrally negotiated wage increases. For clarity, during the course of the current collective agreement, the rates are as follows:

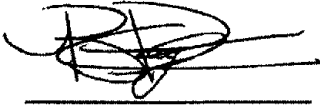
Effective December 1, 2023	Start	After Probation
Maintenance Carpenter *	37.29	37.50
Maintenance Electrician *	39.06	39.27
Maintenance HVAC Technician *	39.06	39.27
Maintenance Plumber *	39.06	39.27

Effective September 1, 2024	Start	After Probation
Maintenance Carpenter *	38.29	38.50
Maintenance Electrician *	40.06	40.27
Maintenance HVAC Technician *	40.06	40.27
Maintenance Plumber *	40.06	40.27

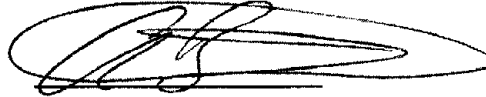
Effective September 1, 2025	Start	After Probation
Maintenance Carpenter *	39.29	39.50
Maintenance Electrician *	41.06	41.27
Maintenance HVAC Technician *	41.06	41.27
Maintenance Plumber *	41.06	41.27

2. This Memorandum of Agreement is in accordance with the objectives identified in the Central Terms, article C14.00 and satisfies the objectives of the Local Terms, Letter of Intent #5.
3. This Memorandum of Agreement is without precedent and prejudice, to any other matters between the Parties.

DATED THIS 4 DAY OF DECEMBER 2023



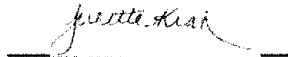
For the Board: Brandon Pageau



For the Union: Antonio Bove



For the Board: Khaled Elgharbawy



For the Union: Janette Krajci

ADDENDUM TO THE COLLECTIVE AGREEMENT
FOR WAGE GRIDS WITH BILL 124 REMEDY APPLIED
(Effective September 1, 2019 – August 31, 2026)
BETWEEN
YORK CATHOLIC DISTRICT SCHOOL BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1571

The Parties to this Addendum, the York Catholic District School Board (YCDSB) and the Canadian Union of Public Employees, Local 1571 (CUPE 1571), hereby agree to the following wage grids (Appendix B), affecting the employees of YCDSB and bargaining unit members of CUPE 1571.

DATED THIS <u>10</u> DAY OF APRIL, 2024	
For the YCDSB  _____ Marianne Fedrigoni Superintendent of Human Resources	For the Union – CUPE 1571  _____ Antonio Bove President, CUPE Local 1571
  _____ Calum McNeil Chief Financial Officer and Treasurer	  _____ Janette Krajci National Representative, CUPE

Effective September 1, 2019 with Bill 124 Remedy	Start	After Probation
Custodians	23.78	24.00
Labourers		
Elementary Head Custodian A	24.66	24.87
Elementary Head Custodian B	25.20	25.41
Elementary Head Custodian C	26.00	26.20
Secondary Head Custodian	27.06	27.27
Courier	24.73	25.39
Lead Hand		24.71
Supply Custodian	19.02	
Custodial Central Service Team Worker		30.19
Maintenance Unlicensed	32.80	33.11
Maintenance Licenced	33.78	33.99
Apprentice 1		24.00
Apprentice 2		24.42
Apprentice 3		27.33
Apprentice 4		30.20
Shift Premium - Afternoon		0.51
Shift Premium - Nights		0.61

Effective September 1, 2020 with Bill 124 Remedy	Start	After Probation
Custodians	24.20	24.42
Labourers		
Elementary Head Custodian A	25.09	25.31
Elementary Head Custodian B	25.64	25.85
Elementary Head Custodian C	26.46	26.66
Secondary Head Custodian	27.53	27.75
Courier	25.16	25.83
Lead Hand		25.14
Supply Custodian	19.35	
Custodial Central Service Team Worker		30.72
Maintenance Unlicensed	33.37	33.69
Maintenance Licenced	34.37	34.58
Apprentice 1		24.42
Apprentice 2		24.85
Apprentice 3		27.81
Apprentice 4		30.73
Shift Premium - Afternoon		0.52
Shift Premium - Nights		0.62

Effective September 1, 2021 with Bill 124 Remedy	Start	After Probation
Custodians	25.11	25.34
Labourers		
Elementary Head Custodian A	26.03	26.26
Elementary Head Custodian B	26.60	26.82
Elementary Head Custodian C	27.45	27.66
Secondary Head Custodian	28.56	28.79
Courier	26.10	26.80
Lead Hand		26.08
Supply Custodian	20.08	
Custodial Central Service Team Worker		31.87
Maintenance Unlicensed	34.62	34.95
Maintenance Licenced	35.66	35.88
Apprentice 1		25.34
Apprentice 2		25.78
Apprentice 3		28.85
Apprentice 4		31.88
Shift Premium - Afternoon		0.54
Shift Premium - Nights		0.64

Effective September 1, 2022 with Bill 124 Remedy	Start	After Probation
Supply Custodian	21.08	
Custodian	26.11	26.34
Elementary Head Custodian A	27.03	27.26
Elementary Head Custodian B	27.60	27.82
Elementary Head Custodian C	28.45	28.66
Secondary Head Custodian	29.56	29.79
Lead Hand		27.08
Custodial Central Service Team Worker		32.87
Courier	27.10	27.80
Maintenance Carpenter *	36.66	36.88
Maintenance Electrician *	36.66	36.88
Maintenance HVAC Technician *	36.66	36.88
Maintenance Locksmith Technician *	36.66	36.88
Maintenance Plumber *	36.66	36.88
Maintenance Security Technician *	36.66	36.88
Maintenance BAS Technician *	36.66	36.88
General Maintenance	35.62	35.95
Maintenance Mechanic	35.62	35.95
Apprentice 1		26.34
Apprentice 2		26.78
Apprentice 3		29.85
Apprentice 4		32.88
Shift Premium – Afternoon		0.54
Shift Premium - Nights		0.64

*** Requires Certification.**

Effective September 1, 2023 with Bill 124 Remedy	Start	After Probation
Supply Custodian	22.08	
Custodian	27.11	27.34
Elementary Head Custodian A	28.03	28.26
Elementary Head Custodian B	28.60	28.82
Elementary Head Custodian C	29.45	29.66
Secondary Head Custodian	30.56	30.79
Lead Hand		28.08
Custodial Central Service Team Worker		33.87
Courier	28.10	28.80
Maintenance Carpenter *	37.66	37.88
Maintenance Electrician *	37.66	37.88
Maintenance HVAC Technician *	37.66	37.88
Maintenance Locksmith Technician *	37.66	37.88
Maintenance Plumber *	37.66	37.88
Maintenance Security Technician *	37.66	37.88
Maintenance BAS Technician *	37.66	37.88
General Maintenance	36.62	36.95
Maintenance Mechanic	36.62	36.95
Apprentice 1		27.34
Apprentice 2		27.78
Apprentice 3		30.85
Apprentice 4		33.88
Shift Premium – Afternoon		0.54
Shift Premium - Nights		0.64

*** Requires Certification.**

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Supply Custodian	22.08	
Custodian	27.11	27.34
Elementary Head Custodian A	28.03	28.26
Elementary Head Custodian B	28.60	28.82
Elementary Head Custodian C	29.45	29.66
Secondary Head Custodian	30.56	30.79
Lead Hand		28.08
Custodial Central Service Team Worker		33.87
Courier	28.10	28.80
Maintenance Carpenter *	38.87	39.09
Maintenance Electrician *	40.72	40.94
Maintenance HVAC Technician *	40.72	40.94
Maintenance Locksmith Technician *	37.66	37.88
Maintenance Plumber *	40.72	40.94
Maintenance Security Technician *	37.66	37.88
Maintenance BAS Technician *	40.72	40.94
General Maintenance	36.62	36.95
Maintenance Mechanic	36.62	36.95
Apprentice 1		27.34
Apprentice 2		27.78
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Elementary Head Custodian B	29.60	29.82
Elementary Head Custodian C	30.45	30.66
Secondary Head Custodian	31.56	31.79
Lead Hand		29.08
Custodial Central Service Team Worker		34.87
Courier	29.10	29.80
Maintenance Carpenter *	39.87	40.09
Maintenance Electrician *	41.72	41.94
Maintenance HVAC Technician *	41.72	41.94
Maintenance Locksmith Technician *	38.66	38.88
Maintenance Plumber *	41.72	41.94
Maintenance Security Technician *	38.66	38.88
Maintenance BAS Technician *	41.72	41.94
General Maintenance	37.62	37.95
Maintenance Mechanic	37.62	37.95
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Effective September 1, 2025 with Bill 124 Remedy	Start	After Probation
Supply Custodian	24.08	
Custodian	29.11	29.34
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Elementary Head Custodian B	30.60	30.82
Elementary Head Custodian C	31.45	31.66
Secondary Head Custodian	32.56	32.79
Lead Hand		30.08
Custodial Central Service Team Worker		35.87
Courier	30.10	30.80
Maintenance Carpenter *	40.87	41.09
Maintenance Electrician *	42.72	42.94
Maintenance HVAC Technician *	42.72	42.94
Maintenance Locksmith Technician *	39.66	39.88
Maintenance Plumber *	42.72	42.94
Maintenance Security Technician *	39.66	39.88
Maintenance BAS Technician *	42.72	42.94
General Maintenance	38.62	38.95
Maintenance Mechanic	38.62	38.95
Apprentice 1		29.34
Apprentice 2		29.78
Apprentice 3		32.85
Apprentice 4		35.88
Shift Premium – Afternoon		0.54
Shift Premium - Nights		0.64

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