

2008 - 2012

COLLECTIVE AGREEMENT

between

SIMCOE MUSKOKA CATHOLIC  
DISTRICT **SCHOOLBOARD**  
(hereinafter called the "**Board**")

and

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

September 1, 2008  
to  
August 31, 2012

13075(03)

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ARTICLE 1 - INTENT AND SCOPE

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - RELATIONSHIP

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

ARTICLE 3 -RELATIONSHIP

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

ARTICLE 4 - DEDUCTION OF UNION DUES

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

ARTICLE 5 -NO STRIKE OR LOCKOUT

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

ARTICLE 6 -MANAGEMENT RIGHTS

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

ARTICLE 7 -GRIEVANCEPROCEDURE

- 7.01** The employer will recognize a Steward group of three regular custodians. These Stewards will select a Chief Steward and comprise a Grievance Committee of three members to include the Chief Steward. The Union will inform the Board of the names of its representatives on any and all committees initially. New lists will be forwarded to the Board regarding any changes.
- 7.02** The privilege of Stewards and members of the Grievance Committee to leave their work without loss of basic pay to attend Union business is granted on the following conditions:

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.02 (a) Custodians having grievances cannot discuss these with the Stewards or Grievance Committee members in working hours, except in the case of a discharged custodian or during a properly constituted break
- (b) The time will be devoted to the prompt handling of necessary grievance investigation
- (c) The Stewards and members of the Grievance Committee concerned will obtain permission from the Manager of Custodial Services or designate before leaving their work to investigate or present the grievance. Such permission will not be unreasonably withheld.
- (d) The time away from work will be reported to the Manager of Custodial Services or designate so that a proper record of Same may be kept.
- 7.03 (a) A "grievance" will be defined as any difference arising from the interpretation, application, administration, or alleged violation of this agreement
- (b) "A "party" will be defined as either the Union or the Employer."
- (c) "Days" will mean regular work days unless otherwise indicated
- (d) A grievance will include:
- i) a description of how the alleged dispute is in violation of the Collective Agreement; and
  - ii) a description of when the alleged violation took place; and
  - iii) the clauses in the Collective Agreement alleged to be violated; and
  - iv) the relief sought (remedy);
  - v) the signature of the duly authorized official of the local Union and Employee.
- 7.04 A member, with the concurrence of the Union, may initiate a complaint within ten (10) days after the member or Union becomes aware of the circumstances, or could reasonably be expected to become aware of the circumstances giving rise to the grievance, with immediate supervisor, Manager of Custodial Services, who will answer the complaint within five (5) days after receipt of the complaint

7.05 Grievance Procedure – Individual

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

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

Step 2

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

## ARTICLE 7 – GRIEVANCE PROCEDURE

### 7.05 Step 3

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

### 7.06 Grievance Procedure-Policy or Party

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

#### Step 2

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

### 7.07 Grievance Mediation

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

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

### 7.08 Discharge, Suspension and Discipline Cases

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

## ARTICLE 8 – ARBITRATION

### 8.01 Arbitration

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

ARTICLE 8-- ARBITRATION

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

ARTICLE 9 - SENIORITY

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

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



ARTICLE 9 - SENIORITY

- 9.05 If any Employee of the Board who is not covered by this Agreement is the successful applicant to a position covered by this Agreement then his or her seniority will commence as of the date of transfer to the Union.
- 9.06 A Custodian absent due to proven illness or accident will continue to accumulate seniority only for the first twenty-four (24) months of such illness or accident or until the Custodian's sick leave credits are exhausted, whichever is greater.
- 9.07 In the event that a Custodian is promoted outside of the Union such Custodians will maintain their seniority status for a period not to exceed one year. Such employees will continue to pay union dues during this leave. Custodians who surpass the one year period will lose all seniority. However, they may be rehired at day one status.

ARTICLE 10 - LAYOFF AND RECALL

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

ARTICLE 11 - RECALL PROCEDURE

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

ARTICLE 12 - CLASSIFICATION OF CUSTODIAL STAFF

- 12.01 Custodial staff employed by the Board will be classified as follows:
- (a) Chief Custodian
  - (b) Acting Chief Custodian
  - (c) Custodian
  - (d) Supply Custodian
  - (e) Student other than students hired during school vacation period
- 12.02 Custodial staff as outlined in Article 12.01, are employed on a continuing basis and may be either full-time or part-time.
- a) Definition of a full-time Employee:  
A full-time Employee is a permanent Employee who works forty (40) hours per week, Monday to Friday.
  - b) Definition of a part-time Employee:  
A part-time Employee is a permanent Employee who works less than forty (40) hours per week, Monday to Friday.
  - c) Supply Custodians can be called in to cover absences/vacancies as per Article 13, and in accordance with Letter of Understanding #6. Supply Custodians will be paid in accordance with Schedule 'A' as found in this Collective Agreement.
  - d) Time served by Supply Custodian will be taken into consideration for purposes of Article 13 only.
  - e) Students will not acquire seniority and will not have any seniority rights for the purpose of this agreement. Students will be paid in accordance with Schedule 'A' as found in this Collective Agreement.

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ARTICLE 13 -JOB POSTINGS

- 13.01 The Board recognizes the principle of seniority within the classification for the purposes of job postings in the Board. The Board will fill jobs within the classification on that basis. The Board further recognizes that all internal candidates will be considered prior to any external applicants being hired for any posting within the Board.
- 13.02 Posting of positions:
1. All permanent vacancies that are ~~new~~ or open will be posted ~~as~~ internal, on the Board's website and e-mail system.
  2. ~~As~~ outlined in Article 13.01, all current internal applicants who have applied for the position will be considered and a selection decision ~~will~~ be made prior to considering external applicants.
  3. Vacancies can be posted internally and externally at the same time if needed
- 13.03 Chief Custodian Position Vacancies:
1. Permanent Chief Custodian position vacancies that are new or open will be posted on the Board's website and e-mail system
  2. In filling Chief Custodian vacancies where ~~no~~ other Chief Custodian has applied the Board agrees to fill the position from the Chief Custodial pool as outlined in Article 13.07 of this Agreement. In the event that no qualified Chiefs are available from the pool, the following process will apply.  
  
In filling all Chief Custodian vacancies under this Agreement, the Board will base its decision on the applicant's skills, qualifications and ability ~~to~~ perform ~~the~~ duties of the position. When these factors are equal, seniority will ~~be~~ the deciding factor.
  3. All ~~postings~~ will include the following information: position title, a summarized description of the duties and responsibilities, the skills, qualifications, and ability requirements for the position (including satisfactory performance appraisal and attendance record), position status (temporary or permanent), ~~range~~ wage range, expected ~~start~~ date, location of position, hours of work, closing ~~date~~ for acceptance of applications, where applications are ~~to~~ **be sent**.
  4. Custodial employees, who are members of the Bargaining Unit, and have applied for the Chief Custodian vacancy, will be given first consideration, for filling the position in the following order:
    - i) by seniority to eligible Chief Custodian members who have applied for the Chief Custodian vacancy and have completed their probationary period; then,
    - ii) if there ~~are no~~ eligible permanent Chief custodian applicants, then to eligible applicants from the Chief Custodial pool; ~~then,~~
    - iii) if there are ~~no~~ eligible applicants from the Chief Custodial pool, then to skilled and qualified permanent custodian applicants who have applied for the Chief Custodian vacancy and have ~~completed~~ their probationary period; then,
    - iv) if there are no skilled and ~~qualified~~ custodian applicants then ~~to~~ skilled and qualified supply custodian applicants who have applied for the Chief Custodial position; then,
    - v) if there are ~~no~~ skilled and qualified supply ~~custodian~~ applicants then to skilled and qualified applicants ~~from~~ outside ~~the~~ Bargaining Unit
  5. Members who accept a permanent part-time Chief Custodian position (~~less than 8~~ hours) may abandon their position if they apply for and accept a Chief Custodian position that provides the opportunity to increase their hours at any time.

**ARTICLE 13 -JOB POSTINGS**

- 13.03** 6. Members who accept a permanent, full-time Chief Custodian position must remain in the position for a full 12 month period which includes the probationary period.
- 13.04** Temporary Chief Custodian Position Vacancies:
1. Temporary chief custodian position vacancies (less than or **equal** to 20 working days) including those that may be **less** than 8 hours per day (part-time). These temporary chief custodian position vacancies that provide additional available hours **will** be filled in the following order:
    - i) **by** a custodian at the school location in order of seniority who is located at the work site/school location where the temporary part time chief custodian position vacancy exists to a maximum of 8 hours **per** day; then
    - ii) if **no** custodian accepts the temporary chief custodian position vacancy then it will be filled by a supply custodian; then
    - iii) if **no** supply custodian is available then the custodian in the **work** site/school location with the least seniority will fill the position
  2. Temporary chief custodian vacancies (more than 20 working days or expected to be more than 20 days) including those that may be **less** than 8 hours per day (part-time). These temporary vacancies that provide additional available hours will be posted and filled in accordance with item **13.03, 13.04 & 13.05**.
- 13.05** Custodian Position Vacancies:
1. Job posting for permanent custodian positions Will be posted on the Board's website and via the Board's e-mail system or externally as required.
  2. **All** posting Will include the following information: position **title**, a summarized description of the duties and responsibilities, the skills, qualifications, and ability requirements for the position (including satisfactory performance appraisal and attendance record), position status (temporary or permanent), **wage range**, expected **start** date, location of position, hours of work, closing date for acceptance of applications, where applications **are** to be **sent**
  3. **In** filling of custodian positions under **this** agreement for applicants wanting to move to a higher classification, the Board will base its decision and appointment will be made of the applicant **who** meets the requirements **as** noted in the job posting and with the greatest seniority.
  4. Custodian employees, who are members of the Bargaining Unit, and have applied for the custodian vacancy, will be given **first** consideration, for filling the position in the following order:
    - i) to eligible permanent custodian members who have applied and **have** completed their probationary period; **then**
    - ii) if there are **no** eligible permanent custodian applicants, then to skilled and qualified (including hours of **service**) supply custodian applicants who have applied for the custodian vacancy; then
    - iii) if there are no skilled and qualified supply custodian applicants **then** to applicants from outside the Bargaining Unit
  5. Members who accept a permanent, full-time Custodian position must remain in the position for a full 12 month period which includes the probationary period.

## ARTICLE 13 - JOB POSTINGS

13.04 6. Members who accept a permanent part-time Custodian position (less than 8 hours) may apply for and accept additional permanent Custodian hours at any time.

13.05 7. Members who accept a permanent part-time Custodian position (less than 8 hours) may abandon their position if they apply for and accept a permanent Custodian position that provides the opportunity to increase their hours at any time.

13.06 Temporary Custodian Vacancies:

1. Temporary custodian vacancies (less than or equal to 20 working days) that may be less than 8 hours per day (part-time). These temporary vacancies that provide additional available hours will be filled in the following order:
  - i) to eligible permanent part-time custodians who are located at the work site where the temporary part time custodian vacancy exists to a maximum of 8 hours per day; then
  - ii) to eligible permanent part time custodians on a seniority basis to a maximum of 8 hours per day; then
  - iii) to eligible supply custodians in good standing via the automated call-out system if applicable.
2. Temporary custodian vacancies (more than 20 working days) that may be 8 hours or less will be posted. Custodian employees, who are members of the Bargaining Unit, and have applied for the temporary custodian vacancy, will be given first consideration, for filling the position in the following order:
  - i) to eligible permanent part-time custodian members who have applied for the position and have completed their probationary period; then,
  - ii) if there are no eligible permanent custodian applicants, then, to skilled and qualified supply custodian applicants who have applied for the temporary vacancy; then
  - iii) if there are no skilled and qualified supply custodian applicants, then, to applicants from outside the Bargaining Unit
3. Permanent part-time custodians applying for additional hours can not abandon their permanent part time hours in order to accept additional temporary hours.

13.07 Chief Custodial Pool

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

Minimum two years FTE with the SMCDSB

Must have updated WHMIS training

Must be compliant with H & S guidelines

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

All other qualifications listed on posting

Only candidates meeting the prerequisite qualifications will be considered for interview for placement into the Chief Custodian Pool.

ARTICLE 13 - JOB POSTINGS

- 13.07** 3. The Board may, prior to interviewing, provide specified training and opportunities and candidates will be tested and accredited. Only certified employees will be interviewed for the Chief Custodian Pool. It is expected that potential candidates should show initiative by under taking courses to enhance their qualifications.
4. The selection process will include:
- i) Written test from the Custodial Guidelines Manual
  - ii) Interview by Board team including one Union observer
  - iii) Board reference checks
  - iv) Successful candidates will be ranked and placed on a qualified chief custodial list
5. Candidates placed on the Chief Custodian Pool list will remain on the list for 3 years provided that the candidate remains in good standing.
6. Once placed on the Chief Custodian Pool list, custodians may apply for vacant Chief Custodian positions in accordance with Article 13.03 and 13.04.
- 13.08** Permanent Custodian positions will be approved by the Board.
- 13.09** All permanent Custodian positions will be assigned to a location which will be deemed the normal workplace for the purposes of this agreement or Board Policy.

ARTICLE 14 - SALARY SCHEDULE AND OVERTIME**14.01 A** Hours of Work:

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

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

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

2. The mid shift schedule is in effect at Holy Trinity HS, St. Thomas Aquinas SS, St. Joan of Arc HS, St. Theresa's HS, St. Joseph's HS, Patrick Fogarty SS, St. Peter's SS and St. Dominic SS.
3. Should the remaining secondary schools without a mid-shift wish to introduce a mid-shift to their school location, all custodial staff at the school will be consulted and achieve a consensus amongst themselves in support of a mid-shift. The custodial staff will bring their decision to the Manager of Custodial Services for final approval and a plan for implementation.
4. The parties agree that certain schools will require flexibility in terms of scheduling beyond the regular work schedule. The work schedules at elementary schools that have a split shift (ie; a break of more than one (1) hour between blocks of scheduled work time) will be grandfathered for the life of this collective agreement.

**ARTICLE 14 – SALARY SCHEDULE AND OVERTIME**

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

1-Jan-9	1-Jan-10	1-Jan-11	1-Jan-12
\$0.36	\$0.37	\$0.38	\$0.39

- C. Any individual requested to carry out the duties of a higher paid position for **three (3)** days or more will receive the rate of pay for that position for all time in that position.
- D. All Custodians will be considered a probationary employee, and paid **the** probationary rate for a period of three **(3)** months calculated from the date of hire. It is expressly understood by both **parties** that **during** the probationary period, a Custodian will be considered **as** being employed **on a trial** basis and may be discharged at any time at the sole discretion of the Board. The probationary period may be extended at the sole discretion of the Board to ensure three **(3)** months of actual on the job supervision.
- E. Transfers will not **be** granted to probationary employees.
- 14.02 (a) Custodians requested by the Board to relieve in a location other than their normal workplace, will receive mileage allowance according to Board Policy, should the distance to the other location **exceed** that from the Custodian's residence to **their** normal workplace.
- (b) Employees who are required to work more than **one** school location will be allowed paid travel time and their break periods in addition to the mileage. Custodians will not be required to work more than two locations.

14.03 A Overtime for Custodians

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

B. *Minimum Call Time*

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

C. Overtime Compensation

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

## ARTICLE 15 - VACATIONS WITH PAY

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

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

15.02 (a) Custodians who have more than one (1) year of service by June 30 of any year will receive vacation as defined ~~below~~

Service as of June 30	<b>weeks</b> of Vacation with Pay
1 year	<b>2 weeks</b>
2 years	<b>3 weeks</b>

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

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

- (5) Vacations will be scheduled during the months of July and August shut down each year. Custodians will notify the Manager of Custodial **Services** of their desired vacation **by** May 1<sup>st</sup> of each year. Up to one (1) week of vacation may **be** taken in other months with the approval of **the** Manager of Custodial Services, providing **notice is** provided **at** least one (1) month in advance. Such approval will not be unreasonably withheld.
- (c) Employees who **are** hospitalized subject to medical verification, **while** on scheduled vacation, will have those days credited to **their** remaining vacation entitlement. Deductions will be made from the appropriate provisions of this Agreement

15.03 Each Custodian is entitled to one (1) Floating Holiday per year in addition to the regular vacation entitlement. The floating holiday is to be used in the calendar year for which it is given. Application for leave will be made to the Manager of Custodial **Services**.

15.04 Statutory Holidays

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

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

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



ARTICLE 15 - VACATIONS WITH PAY

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

Easter Monday  
Christmas Eve Day

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

ARTICLE 16 - WORKPLACE SAFETY INSURANCE BOARD

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

- A. The Custodian will cause the benefit payments to be remitted to the Board.
- B. If Revenue Canada continues to not require the reporting of WSIB payments for income tax purposes, the Board will pay to the Custodian a salary calculated so that the net total of basic salary, and the WSIB payment for any pay period does not exceed the normal net salary for the same pay period.
- C. In the event that WSIB payments become subject to income tax, the Board will pay the Custodian at the full rate of pay, including allowances.
- D. The Custodian will receive the full net salary as calculated in B or C above for the duration of the WSIB benefit entitlement if the Custodian continues to have accumulated statutory sick leave credits. When a Custodian's statutory sick leave credit is exhausted the Custodian will receive only the WSIB benefits applicable to the claim.
- E. The difference between the Custodian's normal salary and the WSIB payments will be deducted from the Custodian's statutory sick leave credits on a pro rata basis.
- F. An updated medical certificate must be provided on a monthly basis to the Manager of Custodial Services or designate in accordance with the Board's Back on Board Program from Custodians who are on Long Term Illness or WSIB. The Employer will reimburse the cost of the medical certificate upon the submission of appropriate receipt.
- G. A member will have the option of using sick credits to top up their pay or they can choose to be paid directly by WSIB when absent from work due to illness and in receipt of WSIB benefits per claim, provided they do not switch from one option to the other during the course of absence.

ARTICLE 17 - BENEFITS

- 17.01 For the purpose of this Article, eligible Custodians are defined as Permanent Custodians.
- 17.02 The Board will participate in the Ontario Municipal Employees Retirement System for all eligible employees.
- 17.03 Group Insurance Coverage
- A. Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board will assume undormoted contributions to the Plans for Custodians working twenty-five (25) hours or more per week.

## ARTICLE 17 - BENEFITS

- 17.03 B. Custodians working ~~less~~ than twenty-five (25) hours per week may be enrolled in the group benefit plans at their ~~own expense~~. The Board will cover ~~the~~ administration cost
- C. The agreement to pay the cost, in whole or in ~~part~~, of a ~~group~~ benefit plan, will not be construed as an intention or obligation on the part of the Board to pay or provide the ~~benefits~~ under such group plan to any Custodian should the insurer fail or refuse to pay or provide same, in whole or in part.
- 17.04 The Board's share of the premiums will be 95% (commencing the first of the month following date of ratification) for the following group plans:
- A. Group Life Insurance- ~~\$25,000.00~~ and \$50,000.00
- Custodians may choose coverage beyond ~~\$50,000.00~~ in multiples of \$25,000.00 up to \$150,000.00 at their full premium cost
- B. Extended Health Care
- Single or Family Plans with eyeglasses at \$200.00 ~~every~~ two years and hearing aids/devices at ~~\$500.00 every~~ three years.
- C. Dental Insurance - Single or Family Plan
- Preventative ~~Part A~~; Restorative Part B
- 17.05 Long Term Disability
- Conditions of ~~this~~ benefit ~~are as~~ follows:
- (a) The Board will administer ~~the~~ Plan
- (b) ~~The~~ premium costs are to be the sole responsibility of ~~the~~ Custodian
- 17.06 The remaining portions and/or full ~~cost of the~~ premiums ~~as the~~ case may be, of the plans listed in Articles 17.04 and 17.05 will be paid by ~~the~~ Custodian by means of equal payroll deduction.
- 17.07 Coverage in the plans listed in Articles 17.04 and 17.05 are available to Custodians on approved leave of absence, but the full premiums become ~~the~~ responsibility of ~~the~~ Custodian for the duration of ~~the~~ leave of absence. Arrangements for such coverage must be made at least ~~six (6)~~ weeks prior to commencement of leave.
- 17.08 A) ~~Permanent~~ Custodians (working 25 hours per week or more) must wear uniforms (as per the approved work clothing list) appropriately at all times. Uniforms must be kept ~~in~~ a clean and tidy condition.
- B) ~~Permanent~~ employees will receive a uniform and safety footwear voucher (in an annual amount of \$260, ~~plus applicable taxes~~) by September 30<sup>th</sup> of each year or when a permanent employee reaches the 25 hour per week threshold. Such uniform voucher will allow employees to select work wear from a range of approved work clothing and safety footwear.
- The determination of the voucher for 2008—09 is based on the purchase value of three shirts, ~~two~~ pants, one pair of shorts, safety shoes and the value of the voucher will be amended from year to year as may be required

ARTICLE 17 - BENEFITS

- 17.08 C) The allowance will be adjusted during the year that a winter or spring jacket purchase must be made (once every three years).
- D) Raincoats will be supplied to each school according to the following:
- i) in each school, one (1) raincoat
  - ii) in a school with more than one custodian, two (2) raincoats
  - iii) raincoats to be replaced as needed
- E) All custodians must wear safety footwear at all times.
- F) Employees with existing medical conditions/limitations to wearing safety footwear and who have provided a medical certificate to support such conditions/limitations will be accommodated accordingly and will be reviewed as needed.

## 17.09 Cumulative Sick Leave Plan

- (a) Each full-time Custodian, working forty (40) hours per week will be allowed two (2) days sick leave per month with pay to a maximum of twenty-four (24) days per year. Each part-time Custodian will have sick days prorated to coincide with the percentage to full-time employment.
- (b) Each Custodian will have 100% of unused annual sick leave transferred to his/her credit until a maximum of two hundred and sixty (260) days has been reached.
- (c) If because of absence the cumulative sick leave credit has been reduced, it will be built up again in subsequent years.
- (d) The Board will maintain a sick leave register and a statement of accumulated sick Leave credits will be issued to each Custodian in January.
- (e) All absences must be reported to the Manager of Custodial Services or designate as early as possible and no later than 7:00 a.m. on the day of absence, or three (3) hours prior to the shift start up. Replacement of Custodial staff on the first day of any absence will be at the discretion of the Manager of Custodial Services.
- (f) The Board, in writing, may require a Custodian to submit a certificate from a qualified medical or dental practitioner at Board expense to justify an absence, due to illness if, in the opinion of the Manager of Custodial Services, such action is necessary. Any abuse of the sick leave plan will be brought to the attention of Human Resources by the Manager of Custodial Services.
- (g) After three (3) days or more of absence, the Manager of Custodial Services or designate, will be notified the day prior to returning to work, during normal working hours. Failure to give notice will result in the Custodian being sent home without pay.

## 17.10 Leave of Absence/Bereavement Leave

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

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

ARTICLE 17 - BENEFITS

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

1. Up to five (5) consecutive working days for the death of a spouse, parent, child, brother, or sister, immediate in-laws, grandchild.
2. One (1) day in the event of serious illness of any of those mentioned in #1.
3. Up to three (3) consecutive working days for the death of grandparent
4. Up to two (2) days when the member's child is born or if the member has adopted a child. Such days will be taken within the first two weeks of birth or adoption.
5. One day to attend the funeral of a relative or friend not mentioned in #1 or #3 above.
6. One (1) day (ie. one work shift) per calendar year, per person outlined below, when the member attends the **post** secondary graduation of the member's spouse, child, step-child or grandchild.

B. Discretionary Leave

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

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

C. Jury Duty

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

D. Leave **with** pay and without loss of benefits, experience or seniority will be granted to any Custodial Staff required to be absent from work because he/she is prevented by order of medical health authority, or who is requested by the medical health authority to place themselves under voluntary quarantine from attending to his/her duties on Board premises.

17.11 Pregnancy and Parental Leaves

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

1. The Custodian must provide the Manager of Custodial Services with at least two (2) weeks' written notice of the **date** they wish to begin a Pregnancy leave, accompanied by a certificate from a legally qualified medical practitioner stating the expected birth date. Custodians who wish to end the leave earlier must provide the Manager of Custodial Services with at least four (4) weeks' written notice.

ARTICLE 17 - BENEFITS

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

ARTICLE 18 - GENERAL PROVISIONS18.01 **Direct Deposit**

All custodians will be paid on a bi-weekly basis through the direct deposit system. Each custodian will receive pay statements of all deductions and deposits through courier and/or electronic mail.

## 18.02 Supply Custodians will be paid in accordance with existing payroll administrative procedures

- 18.03 A. All Custodians will have access, during normal business hours and in the presence of a member of the Human Resources Department, to their employment file upon written request to the appropriate Human Resources Generalist (or designate) through the Manager of Custodial Services.
- B. All Custodians may have copies of any material contained in their employment file.
- C. There is only one employment file per custodian and it will be maintained in the Human Resources Department of the Board.
- D. Letters of discipline will be removed from an employee's record twenty-four (24) months from the date of the original incident, providing there were no similar incidents.
- E. The parties agree that only employment related documents/information will form part of the employment file and will be kept in accordance with the Municipal Freedom of Information and Protection of Privacy Act.
- 18.04 No member of the Bargaining Unit will be laid off or suffer a reduction of regular hours, or salary, due to contracting out of current Bargaining Unit work that is currently performed by Bargaining Unit employees for the duration of this Collective Agreement.
- 18.05 The Employer agrees that work normally performed by the employees within the Bargaining Unit will continue to be performed by the employees within the Bargaining Unit during the duration of this agreement

ARTICLE 19 -DURATION AND RENEWAL

- 19.01 This agreement will **take** effect as of September 1, 2008 to August 31, 2012 and will continue in full force and effect from year to year thereafter **unless** Written notice of intention to amend this agreement is given by either party to the other party not more than ninety (90) days and not **less** than sixty (60) days before its termination.
- 19.02 Subject to either parties request, a meeting will **take** place within thirty (30) working days of being provided with notice in accordance with this collective agreement to exchange proposals.
- 19.03 Notice given to or received **by** the Union will be considered as notice **gi ven** to or received by all Custodians covered under this agreement.
- 19.04 Notwithstanding any article in this section, the parties may amend, delete, or add to this Collective Agreement, except for its term of operation, if mutually agreed upon in writing.

ARTICLE 20 – INCLEMENT WEATHER

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

## Schedule A

	I-Jan09	1-Jan-10	1-Jan-11	1-Jan-12
Chief Custodian				
Probationary	\$19.28	\$19.86	\$20.46	<b>\$21.07</b>
<b>3 months</b>	\$19.91	\$20.51	\$21.13	\$21.76
<b>1 year</b>	\$20.71	\$21.33	\$21.97	\$22.63
<b>2 year</b>	\$21.35	\$21.99	\$22.65	\$23.33
Custodian				
Probationary	\$17.75	\$18.28	\$18.83	\$19.39
<b>3 months</b>	\$18.34	\$18.89	\$19.46	\$20.04
<b>1 year</b>	\$19.13	\$19.70	\$20.29	<b>\$20.90</b>
<b>2 year</b>	\$19.75	\$20.34	\$20.95	\$21.58
Supply Custodian > 10 days				
Chief Custodian	\$17.23	\$17.75	\$18.28	\$18.83
<b>Custodian</b>	\$16.83	\$17.33	\$17.85	\$18.39
Supply Custodian < 10 days				
Chief Custodian	\$16.89	\$17.40	\$17.92	\$18.46
Custodian	\$16.32	\$16.81	\$17.31	\$17.83

LETTER OF UNDERSTANDING#1

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

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

RE: USE OF SCHOOL FACILITIES

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



LETTER OF UNDERSTANDING #2

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

**AND**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: LABOUR MANAGEMENT COMMITTEE

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

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

Square ~~footage~~ and staffing formula:

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

LETTER OF UNDERSTANDING#3

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: JOINT COMMITTEES

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

LETTER OF UNDERSTANDING #4

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: COURIER

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

LETTER OF **UNDERSTANDING#5**

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

**AND**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: HIGHER PAYING POSITIONS

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

LETTER OF UNDERSTANDING #6

BETWEEN:

SIMCOE MUSKOKA CATHOLIC ~~DISTRICT~~ SCHOOL BOARD

AND

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

RE: OVERTIME FOR SCHOOL USE PERMITS

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

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

Supply Custodian

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

Chief Custodian

Custodian

Supply Custodian

- \* Overtime will be shared as equitably as possible between the Chief Custodian and Custodians

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

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

LETTER OF UNDERSTANDING #7

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: REPLACEMENT FOR ABSENCES

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

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

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

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

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

LETTER OF UNDERSTANDING #3

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: DEFERRED SALARY LEAVE PLAN

1. The Deferred Salary Leave Plan allows employees the opportunity of taking a one (1) year paid Leave of Absence with pay by spreading four (4) years salary payments over a five (5) year period.
2. An employee who has completed at least three (3) years of continuous service as a permanent employee with the Board may apply for such leave.
3. An employee will apply, in writing, to the Director of Education on or before December 31<sup>st</sup>, requesting such leave to begin the following September 1<sup>st</sup>. Participation in the plan will not unreasonably be withheld. Written acceptance or denial of the employee's request, with explanation will be forwarded to the employee by April 1<sup>st</sup> in the school year the original request is made.
4. All employees participating in the Plan must sign a form of agreement approved by the Union and the Board which outlines the conditions of the leave.
5. The payment of the salary, benefits and timing of the one (1) year Leave of Absence will be as follows:
  - a) During the first four (4) years of the Plan, an employee will be paid eighty percent (80%) of the annual salary. The remaining twenty percent (20%) will be accumulated and this plus any interest earned will be retained by the Board to fund the year of the leave.
  - b) The salary that is held back, will be held in trust in an account at the Board's Bank and will accumulate interest at the prevailing rate and time schedule extended to the Board by its Bank
  - c) During the period of leave, the Board will pay to the employee, the amount of salary held back. The method of payment during the period of leave will be as per current pay schedule.
    - i) The interest earned will be paid to the employee in the taxation year that it is earned as outlined in the agreement.
    - ii) The Board will make the appropriate deductions, including pension plan contributions subject to the regulations of the pension plan, from the payment(s) made to the employee.
6. a) The employee's benefits will be maintained by the Board during the initial four (4) years of the Plan in accordance with Article 15, Benefits, as if the employee was being paid one hundred percent (100%) of their annual salary.
  - b) During the actual year of Absence the Board will maintain the employee's benefits but only where the employee so desires and at full cost to the employee.
7. The plan in this Letter of Understanding is subject to any Revenue Canada regulations or Rulings. The President of the Bargaining Unit will be notified of any such regulations and rulings.

LETTER OF UNDERSTANDING #8

RE: **DEFERRED SALARY LEAVE PLAN**

8. If the employee ceases to be employed by the Board, withdraws from the agreement of paid leave, or dies prior to **taking** the leave of absence, the Board will pay to the employee or the employee's estate, **as the case may be**, the full amount of the salary held tacked together with the accrued interest **as soon as possible** but **no longer than three (3) months** from the **time** of withdrawal or death whichever is applicable.
9.
  - a) Upon **return** to work, the employee will return to their original position/location held prior to the leave or if it does *not* exist, to a comparable position, **subject to Article 11, Recall Procedure.**
  - b) Sick Leave Credits will not accumulate during **the year spent on Leave**, but will be reinstated **on return.**
  - c) There will be **no** break in seniority or service because of the leave.



LETTER OF UNDERSTANDING#9

BETWEEN

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: TWO POSITIONS IN THE BOARD

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

LETTER OF UNDERSTANDING#10

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT **SCHOOL BOARD**

AND

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

RE: SHUTDOWN

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

LETTER OF UNDERSTANDING# I I

BETWEEN:

SIMCOEMUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

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

RE: JOB SECURITY

The parties agree that for the duration of this collective agreement the overall permanent employee staff complement (FTE) as at May 27, 2008, will not be reduced.

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

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

LETTER OF UNDERSTANDING #12

BETWEEN:

SIMCOEMUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AM)

THE CANADIAN UNION OF PUBLIC EMPLOYEES AM) ITS LOCAL 3987

RE: MINISTRY ANNOUNCEMENTS

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

LETTER OF UNDERSTANDING#13

BETWEEN:

SIMCOE MUSKOKA CATHOLIC ~~DISTRICT~~ SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: JOB RECOGNITION

It is understood that no **Custodial Staff** will be required to do annual performance **appraisals** on themselves or other union members. These will **be done** by the **Supervisor of Custodial Services** only with five (5) days **notice**.

LETTER OF UNDERSTANDING #14

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

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

RE: JOB DESCRIPTIONS

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

LETTER OF UNDERSTANDING #15

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

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

RE: BENEFITS

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

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

LETTER OF UNDERSTANDING #16

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

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

RE: PROFESSIONAL DEVELOPMENT

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

Recommendations will be forwarded to the Labour Management Committee.

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

The projected one time Professional Development funding allocation for the CUPE bargaining unit in accordance with the PDT is approximately \$35,000 for 2008-09.



LETTER OF UNDERSTANDING#17

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: PDT STAFFING

Base line permanent staffing (custodians only) full time equivalent (FTE) numbers for the bargaining unit for all PDT staffing issues Will be set at the May 27, 2008 levels. For information purposes only, the FTE (custodians only) as at May 27, 2008 was 130.65 the FTE (custodians only) as at October 9, 2008 was 133.21; the projected FTE (custodians only) for the 2008-09 year is 134.21, further projections are not available.

LETTER OF UNDERSTANDING#18

BETWEEN

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

**RE: CONTRACTING IN**

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

LETTER OF UNDERSTANDING#19

BETWEEN

SIMCOE MUSKOKA CATHOLIC ~~DISTRICT~~ SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: SUPERVISION

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

In no instance will a custodian be assigned scheduled supervision of students.

LETTER OF UNDERSTANDING #20

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: WATER FLUSHING

1. In order to address the requirement for water flushing at each school site, overtime will be paid to the Chief Custodian (or alternate) who is scheduled and does the required work, at the rate of time and one half the regular hourly rate of pay as follows. The time for water flushing is to be used as necessary for each school site, up to a maximum of one and a half hours for secondary and up to twenty minutes for elementary, immediately prior to the start of the regular day shift.
2. Payment will be made on a bi-weekly basis upon the submission of a separate time sheet for hours worked for water flushing. Overtime may also be taken as time off in lieu in accordance with Article 14.03 C. of the current Collective Agreement
3. All Custodians working shifts receive a premium in accordance with Article 14.01 B. for all work performed after 3:15 p.m.
4. Chief Custodians that have successfully received the water certificate through the Walkerton Clean Water Centre or comparable certificate and are doing the water testing at the four (4) schools (Notre Dame, Orillia; Our Lady of Mercy, Honey Harbour, Our Lady of the Assumption, New Lowell; St. Mary's, Collingwood) that are on wells will receive an additional twenty minutes prior to shift start to complete this testing on a daily basis.
5. The parties agree that this will be reviewed as mutually agreed.
6. It is understood that if the legislative requirements for water flushing change, and overtime is no longer required, the regular hours of work will remain in place as outlined in Article 14.01.

LETTER OF UNDERSTANDING#21

BETWEEN:

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3987

RE: TEAMCLEANING

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

## APPENDIX A: OMERS DEFINITION OF CONTRIBUTORY EARNINGS

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

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

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

Dated at Barrie, Ontario this the 23rd day of October, 2008.

SIGNED ON BEHALF OF

<p>For the Board</p> <p><u>Michael O'Keefe</u></p> <p><u>Walter Br</u></p> <p><u>Frank Thornton</u></p> <p><u>Peter Hannon</u></p> <p><u>James Conroy</u></p> <p><u>[Signature]</u></p> <p>_____</p>	<p>For the Union</p> <p><u>James Kersham</u></p> <p><u>[Signature]</u></p> <p><u>Steve Cl</u></p> <p><u>Maureen Browning</u></p> <p><u>Shan M.</u></p> <p>_____</p> <p>_____</p> <p style="text-align: center;">47</p>
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