
Collective Agreement

Between

Canadian Union of Public Employees and its Local 2544

and

Peel District School Board

September 1, 2022 – August 31, 2026

Table of Contents

CUPE – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	4
C1.1	Separate Central and Local Terms	4
C1.2	Implementation	4
C1.3	Parties	4
C1.4	Single Collective Agreement	4
C2.00	DEFINITIONS	4
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN	5
C3.1	Term of Agreement	5
C3.2	Term of Letters of Agreement/Understanding	5
C3.3	Amendment of Terms	5
C3.4	Notice to Bargain	5
C4.00	CENTRAL DISPUTE RESOLUTION PROCESS	6
C4.1	Statement of Purpose	6
C4.2	Parties to the Process	6
C4.3	Meetings of the Committee	7
C4.4	Selection of Representatives	7
C4.5	Mandate of the Committee	7
C4.6	Role of the Central Parties and Crown	8
C4.7	Referral of Disputes	8
C4.8	Carriage Rights	8
C4.9	Responsibility to Communicate	8
C4.10	Language of Proceedings	9
C4.11	Definition of Dispute	9
C4.12	Notice of Disputes	9
C4.13	Referral to the Committee	10
C4.14	Timelines	10
C4.15	Voluntary Mediation /Expedited Meditation	11
C4.16	Arbitration	12
C5.00	BENEFITS	13
C5.1	Eligibility and Coverage	13
C5.2	Funding	Error! Bookmark not defined.
C5.3	Cost Sharing	14
C5.4	Full-Time Equivalent (FTE) and Employer Contributions	14
C5.5	Payment in Lieu of Benefits	15
C5.6	Benefits Committee	15
C5.7	Privacy	15
C6.00	SICK LEAVE	15
C6.1	Sick Leave/Short Term Leave and Disability Plan	15
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE	22
C7.1	Preamble	22
C7.2	Membership	22
C7.3	Co-Chair Selection	23
C7.4	Meetings	23

C7.5	Agenda and Minutes.....	23
C7.6	Without Prejudice or Precedent.....	23
C7.7	Cost of Labour Relations Meetings.....	23
C8.00	CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	23
C9.00	ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS	23
C10.00	CASUAL SENIORITY EMPLOYEE LIST	24
C11.00	UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING.....	24
C12.00	STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)	24
C12.1	Family Medical Leave or Critical Illness Leave	24
	Supplemental Employment Benefits (SEB)	25
C13.00	MERGER, AMALGAMATION OR INTEGRATION	25
C14.00	SPECIALIZED JOB CLASSES	26
C15.00	PROFESSIONAL ACTIVITY DAYS.....	26
APPENDIX A.....		27
APPENDIX B.....		28
	Sick Leave Credit-Based Retirement Gratuities (where applicable)	28
	Other Retirement Gratuities	28
APPENDIX C - MEDICAL CERTIFICATE		29
LETTER OF UNDERSTANDING #1		35
Re: Status Quo Central Items.....		35
LETTER OF UNDERSTANDING #2		36
Re: Status Quo Central Items and Items Requiring Amendment and Incorporation		36
LETTER OF UNDERSTANDING #3		39
Re: Job Security: Protected Complement		39
LETTER OF UNDERSTANDING #4		41
Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference.....		41
LETTER OF UNDERSTANDING #5		43
Re: Sick Leave		43
LETTER OF UNDERSTANDING #6		44
Re: Central Labour Relations Committee.....		44
LETTER OF UNDERSTANDING #7		45
RE: List of Arbitrators		45
LETTER OF UNDERSTANDING #8		46
Re: Children’s Mental Health, Special Needs, and Other Initiatives		46
LETTER OF UNDERSTANDING #9		47
Re: Provincial Working Group – Health and Safety.....		47
LETTER OF UNDERSTANDING # 10		48
RE: Ministry Initiatives Committee		48
LETTER OF UNDERSTANDING #11		49
RE: Bereavement Leave.....		49
LETTER OF UNDERSTANDING #12		51
RE: Short Term Paid Leave		51
LETTER OF AGREEMENT # 13		52
RE: Learning and Services Continuity and Absenteeism Task Force		52

PART A

CENTRAL AGREEMENT BETWEEN:

The Ontario Public School Boards' Association
hereinafter called the "OPSBA"

and

The Canadian Union of Public Employees and its Local 2544
hereinafter called the "CUPE"

APPENDIX I

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

- i. within 90 (ninety) days of the expiry date of the collective agreement;
or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

b) Notice to bargain centrally constitutes notice to bargain locally.

c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

information every September. Any changes in representation will be confirmed in writing.

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a. Dispute Resolution

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

- b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

- a. It shall be the responsibility of a central party to refer a dispute to the Committee, or to arbitration, in a timely manner.
- b. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute

at each step in the CDRP, including mediation and arbitration, and to direct them accordingly.

C4.10 Language of Proceedings

- a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.
- b. Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c. Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

- iv. The remedy requested.

C4.13 Referral to the Committee

- a. A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b. The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days or at the next scheduled meeting of the Committee.
- c. If the dispute is not settled or withdrawn, within twenty (20) working days of the Committee meeting, the central party submitting the dispute may:
 - i. Continue informal discussions; or
 - ii. Refer the dispute back to the local grievance procedure
- d. If the dispute remains unresolved for longer than sixty (60) working days the dispute may be referred as a grievance. Once referred as a grievance the parties may:
 - i. Refer the grievance to Voluntary Mediation or Expedited Mediation
 - ii. Refer the grievance to Arbitration.

C4.14 Timelines

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.
- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.

- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.
 - Any relevant documentation.

- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. 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) months 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

<p>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 _____ vvvv for my absence starting on the ____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p> <p>Employee ID: _____</p>	<p>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.</p> <p><u>Please return the completed form to the attention of:</u></p>
<p>Employee Address: _____</p>	<p>Telephone No: _____</p> <p>Work Location: _____</p>

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

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision : <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
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 (should/must not do) for all medical conditions:			
Health Care Professional: The following information should be completed by the Health Care Professional			

<p>From the date of this assessment, the above will apply for approximately:</p> <p><input type="checkbox"/> 1-2 days <input type="checkbox"/> 3-7 days <input type="checkbox"/> 8-14 days</p> <p><input type="checkbox"/> 15 + days <input type="checkbox"/> Permanent</p>	<p>Have you discussed return to work with your patient?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Recommendations for work hours and start date (if applicable):</p> <p><input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours</p> <p><input type="checkbox"/> Graduated hours</p>	<p>Start Date: dd mm yyyy</p>
<p>Is the patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Has a referral to another Health Care Professional been made?</p> <p><input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No</p> <p>If a referral has been made, will you continue to be the patient's primary Health Care Provider?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Please check one:</p> <p><input type="checkbox"/> Patient is capable of returning to work with no restrictions.</p> <p><input type="checkbox"/> Patient is capable of returning to work with restrictions. (Complete Part 2)</p> <p><input type="checkbox"/> I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.</p>	
<p>Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy</p>	

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:

- 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 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 AGREEMENT BETWEEN:

The Peel District School Board
(hereinafter referred to as "The Board")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2544
(hereinafter referred to as "The Union")

September 1, 2022 to August 31, 2026

Table of Contents

CUPE 2544 – PART B: LOCAL TERMS

ARTICLE 1 - DEFINITIONS.....	56
ARTICLE 2 - PURPOSE.....	58
ARTICLE 3 - RECOGNITION	59
ARTICLE 4 - BOARD'S RIGHTS	60
ARTICLE 5 - UNION SECURITY	60
ARTICLE 6 - GRIEVANCE PROCEDURE.....	63
ARTICLE 7 - ARBITRATION PROCEDURE	66
ARTICLE 8 - SENIORITY	67
ARTICLE 9 - NO STRIKE, NO LOCKOUT.....	70
ARTICLE 10 - UNION EXECUTIVE AND GRIEVANCE COMMITTEE	71
ARTICLE 11 - JOB POSTING	74
ARTICLE 12 - SAFETY PROVISIONS	77
ARTICLE 13 - PROBATIONARY PERIOD	78
ARTICLE 14 - LEAVES OF ABSENCE	79
ARTICLE 15 - HOURS OF WORK.....	81
ARTICLE 16 - SICK LEAVE	80
ARTICLE 17 - RETIREMENT GRATUITY	84
ARTICLE 18 - FRINGE BENEFITS	85
ARTICLE 19 - VACATIONS	86
ARTICLE 20 - PAID HOLIDAYS.....	88
ARTICLE 21 - ANNUAL INCREMENTS	89
ARTICLE 22 - WAGES.....	90
ARTICLE 23 - MISCELLANEOUS PROVISIONS.....	91
ARTICLE 24 - JOINT MODIFIED WORK COMMITTEE	93
ARTICLE 25 - TERMINATION	94
SCHEDULE "A" - FACILITIES SERVICES DEPARTMENT	95
SCHEDULE "A" - MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE DEPARTMENTS.....	100
SALARY SCHEDULE NOTATION	104
'SCHEDULE B'	123
LETTER OF INTENT- RE: SCHOOL PAINTING	125
LETTER OF INTENT- MAINTENANCE SERVICES DELIVERY MODEL	126
LETTER OF INTENT- JOB EVALUATION.....	127
LETTER OF INTENT- UNION SECURITY	128
LETTER OF INTENT- CASUAL EMPLOYEES	129
LETTER OF INTENT- FACILITIES STAFFING PROTOCOL	130
LETTER OF UNDERSTANDING 1. LEAVES POLICY 2. HEATING SEASON	131
LETTER OF UNDERSTANDING- DISPLACEMENT.....	ERROR! BOOKMARK NOT DEFINED.
LETTER OF UNDERSTANDING- STAFFING FUNDING ENHANCEMENT FOR 2009-10.....	133
LETTER OF UNDERSTANDING- OMERS CONTRIBUTORY EARNINGS	134
LETTER OF UNDERSTANDING- IN-SCHOOL REPLACEMENT	136
LETTER OF UNDERSTANDING- FOOD SERVICES ASSISTANT.....	137

LETTER OF UNDERSTANDING- SHORT-TERM PAID LEAVE INDIGENOUS EMPLOYEES	138
MEMORANDUM OF SETTLEMENT- NOVEMBER 27, 1996.....	139
LETTER OF UNDERSTANDING- FLOATER CUSTODIAN MILEAGE	140
LETTER OF UNDERSTANDING- PERMITS.....	141
LETTER OF UNDERSTANDING- ELECTRONIC PROCESSES	142
LETTER OF UNDERSTANDING- SCHOOL ATTENDANT ADDITIONAL HOURS	143
LETTER OF UNDERSTANDING- ACTING LISTS.....	144
LETTER OF UNDERSTANDING- CASUAL CUSTODIANS	ERROR! BOOKMARK NOT DEFINED.
LETTER OF UNDERSTANDING- SENIORITY LIST	ERROR! BOOKMARK NOT DEFINED.
LETTER OF INTENT- ACTING ASSIGNMENTS AND OVERTIME.....	149
LETTER OF INTENT- OVERPAYMENTS.....	150
LETTER OF INTENT- CONDITIONING OF HARDWOOD FLOORS	151
HISTORICAL COLLECTIVE AGREEMENT LANGUAGE.....	152

ARTICLE 1 - DEFINITIONS

- 1.01 "Board" means The Peel District School Board.
- 1.02 "Union" means the Canadian Union of Public Employees, and its Local 2544.
- 1.03 "Parties" shall mean both the Board and the Union.
- 1.04 "Employee" means an employee of the Board included in the bargaining unit defined in paragraph 3.01.
- 1.05 The parties to this Collective Agreement agree that it shall be written in gender neutral language.
- 1.06 "Regular hourly rate" means the applicable hourly rate set forth in the salary schedules contained in Schedule A to this agreement.
- 1.07 The Board recognizes and aligns the definition of trades in accordance with the Skilled Trades Ontario as compulsory or non-compulsory trades. Any further classification which the Board, after consultation with the Union, may from time to time wish to designate as certificated. Employees within these groups must hold certificates, licenses, etc., required by the Skilled Trades Ontario, where applicable.

Compulsory and Red Seal	Non-Compulsory	Other
<ul style="list-style-type: none"> • Electrician (309A) • Plumber (306A) • Controls Technician (313A) + Gasfitter 1 • HVACR (313A) + Gasfitter 1 	<ul style="list-style-type: none"> • Small Engines Mechanic (435A) • Locksmith • Painter / Decorator • Welder (RS) (456A) • Carpenter (RS) (403A) 	<ul style="list-style-type: none"> • Electronics Technician • Preventive Maintenance Mechanic Leadhand • Preventative Maintenance Mechanic • Heating Technician 1, • Heating Technician 2 • Refrigeration Mechanic • Maintenance "A" • Digital equipment Operator • Printer • Intermediate printer/bindery person • Inventory warehouse clerk • Bindery person • Chief Technical Repair Person • Technical Repair Person 1 • Technical Repair Person 2 • Interior Finisher • Floor Care Equipment Technician • Outdoor Grounds Worker

- *RS = Red Seal required

- 1.08 "Casual Employee" shall mean a person employed by the Board who is a member of the bargaining unit and does not work a regular number of assigned hours. At a minimum Casual Employees should be available for work for three (3) days per week and their work assignment will be in accordance with operational requirements or when called in by the Board to do so. Casual Employee shall not permanently replace a Regular employee.
- 1.09 "Facilities Staff" and "Facilities Services" shall be deemed to include the classification of "School Attendant", but the term "Custodian" and "Head Custodian" shall be deemed not to include or refer to the classification of "School Attendant".
- 1.10 "Regular part-time employee" shall mean a person employed by the Board who is a member of the bargaining unit and works a regular number of assigned hours per week, which shall normally be less than 24 hours per week.
- 1.11 "Students" shall mean a student employed by the Board during the summer vacation period to perform custodial and maintenance duties. The following provisions of the collective agreement shall be the only provisions which apply to such students:
- Article 2 - Purpose
 - Article 3 - Recognition
 - Article 4 - Board's Rights
 - Article 5 - Union Security
 - Article 6 - Grievance Procedure
 - Article 7 - Arbitration Procedure
 - Article 9 - No Strike, No Lockout
 - Article 10 - Union Executive and Grievance Committee
 - Article 12 - Safety Provisions
 - Article 22 & Chart 1, Schedule "A" - Salary Schedule (Student Rate only)
 - Article 25 - Termination
- 1.12 An "emergency" is defined as any situation which threatens the operation of the school/building/site, endangers students, staff or the public, or threatens damage to Board property.

ARTICLE 2 - PURPOSE

- 2.01 The general purpose of this Agreement is to maintain harmonious relations between the Board and its employees, to provide for collective bargaining, for the prompt and equitable disposition of grievances, and to establish salary levels, hours of work and working conditions generally for all employees who are subject to the provisions of this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all its custodial staff, maintenance staff, printing staff, and food service staff, save and except Assistant Supervisors, persons above the rank of Assistant Supervisor, those employed as office personnel, and any other employees covered by a subsisting Collective Agreement.
- 3.02 Part B of this Agreement contains all the terms and conditions agreed upon by the Board and the Union and, during the term of this Agreement, neither will be required to negotiate on any further matter affecting these terms and conditions or on any other subject not included in this Agreement.

ARTICLE 4 - BOARD'S RIGHTS

4.01 The Union acknowledges that it is the right of the Board to:

- a) maintain order, discipline and efficiency;
- b) lay-off subject to the provisions of Article 8;
- c) hire, direct, classify, transfer, promote;
- d) discharge, demote, suspend or otherwise discipline employees for just cause;
- e) maintain and enforce rules and regulations;
- f) generally to manage Board affairs, and without restricting the generality of the foregoing, to determine the number of personnel required, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of Board facilities not otherwise specifically dealt with elsewhere in this Agreement;
- g) none of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 The Board shall deduct Union dues from each pay of each employee, and remit the sum deducted together with a list of employees from whom this pay deduction is made by the 15th of the month following. Such list shall include the following information: name, employee number, earnings for the period, amount of dues deducted, year to date dues, overtime earnings, shift premium earning and FTE. The Union shall notify the Board in writing of the amount of such dues from time to time. The Board agrees to insert on the T-4 slips given to each employee the amount of dues deducted each year.
- 5.02 The Board shall not be required to discharge any employee who is not a member of the Union other than for the refusal of such employee to comply with Section 5.01 of Article 5.
- 5.03 No member of the bargaining unit having completed probation and classified as a permanent employee as per Article 8.02 shall be terminated, nor for a period of one (1) year, be demoted or suffer any loss of salary as a result of the Board contracting out work or services which are performed by members of the bargaining unit.

After this period of one (1) year the employee will be paid the maximum salary for the services the employee is performing.

5.04 Facilities Services Transfers

- a) In situations where a Facilities Services employee is declared excess to a location, the following will apply:
- i. When an employee is declared excess to a location the individual will be given the opportunity to take a transfer to a position with consideration to the employee's classification/category at the time of being declared excess. The Board will make available to the individual the first three (3) vacancies at or below the employee's job rate for which the employee is qualified.
 - ii. If the individual accepts one of the three (3) vacancies as offered, the Union agrees to waive the requirements for job posting under Article 11 of the Collective Agreement. The board will then implement the transfer. Notwithstanding the above, Article 11.07 will apply.
 - iii. If the individual declines the first three (3) vacancies as offered, the Board will place the individual at a location. Under this circumstance, Article 11.07 will not apply.

ARTICLE 5 - UNION SECURITY (Continued)

- b) All other transfers of a Facilities Services employee will be deemed an administrative transfer and the following will apply:
 - i. The individual will be placed temporarily "at large".
 - ii. The individual's name shall be applied towards all future postings at their job classification in their preferred geographic location until they are successful in a job competition. Geographic location will be considered to be either North or South of Highway 401.
 - iii. Under this circumstance, Article 11.07 will not apply.

Notwithstanding the above, the Board may transfer an employee to address required accommodation obligations.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 a) It is the mutual desire of the Parties hereto that complaints by employees be addressed as quickly as possible and it is understood that an employee has no grievance until they have first given their immediate non-bargaining unit supervisor an opportunity to address their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor within ten (10) working days after the employee becomes aware or would reasonably be expected to have become aware of the circumstances giving rise to the complaint and in doing so the employee may have the assistance of a Union representative as designated by the Union, if the employee so desires. Their immediate supervisor will, within ten (10) working days of having been made aware by the employee of their complaint, advise the employee, in writing, of the supervisor's decision regarding the complaint. The employee may then, within ten (10) working days of receiving their immediate supervisor's decision, take the matter up as a grievance in the following manner and sequence.

b) A grievance relating to the termination of an employee will commence at Step 3 of the Grievance Procedure within fifteen (15) working days of the date of termination. A grievance relating to the suspension of an employee will commence at Step 1 of the Grievance Procedure within ten (10) working days of the date of suspension.

STEP 1

The Union will present the alleged grievance to the Employee & Labour Relations Department in writing in a form such as that attached as Schedule "B" to this Agreement which shall include:

- a) the nature of the grievance;
- b) the remedy sought; and
- c) the Article(s) of this Agreement alleged to have been violated.

The Controller of Facilities and Environmental Support Services or their designate shall convene a meeting with the appropriate Board Officials, the grieving employee, the Union Grievance Committee and such others as they require within ten (10) working days following the presentation of the grievance to them. The decision, in writing, to Union shall be rendered within ten (10) working days following the above meeting.

STEP 2

If the employee is not satisfied with the decision rendered at Step 1, they may within ten (10) working days thereafter submit their grievance in writing to the Manager of Employee & Labour Relations.

ARTICLE 6 - GRIEVANCE PROCEDURE (Continued)

The Manager of Employee & Labour Relations, or designate, shall convene a meeting with the appropriate Superintendent/Director/Controller or designate, the grieving employee, and the Union and such others as required within ten (10) working days following the presentation of the grievance. The decision, in writing, to the grieving employee and to the Union shall be rendered within ten (10) working days following the above meeting.

STEP 3

If the Union is not satisfied with the decision rendered at Step 2, the Union may, within ten (10) working days, submit the grievance to the Board's Grievance Committee through the Executive Officer, Human Resources, Partnerships & Equity. The employee will be assisted by the Union.

The Board's Grievance Committee shall convene a meeting within fifteen (15) working days to deal with such grievance. If a meeting is convened, the Grievor shall be entitled to attend at this meeting.

The Board's Grievance Committee shall render its decision in writing to the grieving employee and to the Union or in the case of a Union grievance, the Union within ten (10) working days following the meeting.

STEP 4

If the Union is not satisfied with the decision rendered in Step 3, the Union may, demand, in writing, that the matter be taken to arbitration in accordance with the procedure set out hereunder.

- 6.02 Any of the time limits specified in the Grievance Procedure may be extended by the mutual agreement of the Parties. Where no such agreement has been made or where the agreed extension has expired:

(a) the grieving employee, or in the case of a Union Grievance, the Union may proceed to the next step of the procedure if the appropriate Board Official exceeds the time allowed to act; or

(b) the Board may consider the grievance abandoned if the grieving employee, or in the case of a Union Grievance, the Union exceeds the time allowed to act.

- 6.03 A complaint or grievance arising directly between the Board and the Union may be initiated by either party commencing with Step 2 within ten (10) working days of the occurrence complained of.

ARTICLE 6 - GRIEVANCE PROCEDURE (Continued)

- 6.04 At any Step of the Grievance Procedure, the number of Union members will be restricted to a maximum of five (5) including the grievor, with the exception of Step 3 at which the number of union members will be restricted to a maximum of seven (7) including the grievor.
- 6.05 When any employee covered by this Agreement is called to the office to appear before the General Manager, Facilities Operations or Assistant Controller, Maintenance Services or other non-bargaining unit supervisors for the purpose of being disciplined or discharged, the employee shall be accompanied by at least one designated Union Representative. The Union shall be notified of the date and time of this meeting prior to it taking place.
- 6.06 The Board agrees to place copies of any disciplinary letters or documents in each employee's personnel file. A signed copy of the letter must be given to the employee and to the Union.

ARTICLE 7 - ARBITRATION PROCEDURE

- 7.01 Both Parties to this Agreement agree that any dispute or grievance concerning the interpretation, application or administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable which has been properly carried to Step 3 of the grievance procedure outlined in Article 6 above and which has not been settled will be referred within thirty (30) working days to a Board of Arbitration at the request of either of the Parties hereto.
- 7.02 The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.
- 7.03 No person shall be appointed as an arbitrator who has been involved in an attempt to settle the grievance or alleged violation.
- 7.04 Within ten (10) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.
- 7.05 Should the person chosen by the Board to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person within twenty (20) working days of notification mentioned in 7.04 above, the Minister of Labour of the Province of Ontario will be asked to nominate someone as an impartial Chairperson utilizing the services of the Labour Management Arbitration Commission.
- 7.06 The decision of the Board of Arbitration or a majority thereof constituted in the above manner shall be binding upon both Parties. If there is no majority award, the award of the Chairperson shall govern.
- 7.07 The Board of Arbitration shall not make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of its existing provisions.
- 7.08 Each of the Parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the Parties will jointly bear the expenses of the proceedings including the Arbitration Chairperson.
- 7.09 Notwithstanding the above, the Parties to this Agreement may mutually agree to the appointment of a single arbitrator rather than a Board of Arbitration.

If the Parties do not agree to the appointment of a single arbitrator, then the provisions of Article 7.02 shall apply.

ARTICLE 8 - SENIORITY

- 8.01 a) Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Board or its predecessors, in a position now included in this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 1628. However, employees employed under the Local 1628 collective agreement shall have no seniority rights under this agreement unless and until they become employed in this bargaining unit.
- b) The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.
- c) Casual employees will accrue seniority and will receive preference over non-bargaining unit applicants when applying for regular positions.
- d) Notwithstanding the foregoing a casual employee who is subsequently hired as a regular employee, without any interruption of the employee's continuous service, shall be credited with seniority on the basis of the employee's most recent date of hire as a casual employee.
- 8.02 a) A newly hired person will be on probation and will not have any seniority standing until after the employee has worked for a total of six (6) months, provided the employee has worked a minimum of three hundred and ninety (390) hours. The employee will then be considered a permanent employee and the employee's seniority will date back six (6) months. Notwithstanding the provisions of Article 4.01 (d), the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 23.06 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. The Board will notify the Union when it decides to discharge a probationary employee. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance, except as noted above.
- b) Notwithstanding 8.02 (a), where the Board is not satisfied that it wishes to retain a probationary employee beyond the end of the normal probationary period, but the Board has not decided to terminate the employee's employment immediately, the Parties may agree in writing to an extension of the normal probationary period, pursuant to such terms and conditions as they consider reasonable in the circumstances. Such an extension agreement must normally include the employee's consent, unless the employee is not available or able to provide it at the relevant time.

ARTICLE 8 - SENIORITY (Continued)

- 8.03 Whenever, in the judgement of the Board, lay-offs of members of the bargaining unit will be required, the Board will notify the Union in writing, at least twenty-one (21) calendar days or as required by legislation, whichever is greater, prior to the lay-offs involved, the number of personnel affected and any variations from normal seniority which will be required as the result of Article 8.05.
- 8.04 a) A current seniority list of all employees, current as of October 1st and February 1st of each year will be posted electronically. The seniority lists will include all current members of the bargaining unit listed in order of seniority. The Board shall send a copy of the seniority list to the President of the Union.
- b) The seniority list is deemed to be accurate if the Union does not advise the Board of any discrepancies within a period of ten (10) days. In the event that the Union challenges the accuracy of the seniority list, and the Board determines that a change is required, after consultation with the Union, the revised seniority list shall be sent to the President of the Union and redistributed to the system.
- c) Ties will be broken by the Human Resources Services Department with the use of computer technology. All employees hired prior to September 1, 2004, will have random tie breaking as of September 1, 2015 and will then maintain that relative seniority order on a going forward basis. All employees hired September 1, 2004, or later will have the ties broken once and will then maintain that relative seniority order on a going forward basis.
- 8.05 In all cases of lay-off or recall from lay-off seniority will govern provided the employee has the ability and qualifications to perform the job.
- a) In cases of lay-off which include employees who have been trained in particular job functions which remain a Board requirement, such employees will not be laid off unless more senior members of the bargaining unit who would otherwise be laid off are fully capable of carrying out the functions of the job.
- b) In cases of recall where the work which becomes available is of a special nature, the most senior members of the bargaining unit on the lay-off list capable of carrying out the special functions will be recalled.

ARTICLE 8 - SENIORITY (Continued)

- 8.06 In all cases under Article 8.05 or 8.07, a member of the bargaining unit replacing a less senior member, the individual "Bumping In" to the position, will be given ten (10) working days to familiarize themselves with the new job. This period is not to be deemed a training period. If after ten (10) working days the individual in the judgement of the Board is not capable of carrying out the duties of the position, the Union and the employee will be notified why the employee is so considered and will be laid off subject to recall in accordance with the recall procedure, when a suitable job which the employee is capable of performing is vacant and available.
- 8.07 Permanent employees who are laid off because of lack of work will be retained on the seniority list for a period equal to their seniority at the time of lay-off but in no event to exceed twenty-four (24) months. During that period, they will be subject to recall if suitable work becomes available which they are qualified to perform.
- 8.08 Recall to work shall be by email and registered letter addressed to the last address recorded by the employee with the Board. It shall be the duty of the employee to notify the Board promptly of any change of address. Should an employee fail to do this, the Board shall not be responsible for failure of a notice sent by registered mail to reach such employee. An employee who is recalled to work must signify their intention to return within five (5) working days after a notice of recall has been deemed received by registered letter and must return within a further ten (10) working days or forfeit their right to recall.
- 8.09 Seniority previously accumulated will be lost and the employee's service deemed terminated whenever an employee:
- a) voluntarily leaves the employ of the Board;
 - b) is discharged and not reinstated through the grievance or arbitration procedures;
 - c) is absent from work without permission and without a reasonable explanation in excess of three working days;
 - d) fails to return to work upon termination of an authorized leave of absence, unless excused by the Board, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - e) retires.
- 8.10 An employee who is or has been transferred from a position which is not part of the bargaining unit may be returned to the said bargaining unit by the Board and the employee shall retain full accumulated seniority. The employee may not, however, displace any employee as a result unless that employee is the most junior member of the bargaining unit. In such cases the provisions of Article 11.01, Job Posting, will not apply. It is understood that there will be no accumulation of seniority for services outside of the bargaining unit.

ARTICLE 8 - SENIORITY (Continued)

- 8.11 a) An employee temporarily appointed by the Board to an acting position outside of the bargaining unit shall not be required to pay union dues while in the temporary acting assignment. Such an employee will be entitled to return to the bargaining unit and retain their full accumulated seniority provided such employee returns to the bargaining unit within a period of not more than two (2) consecutive years. It is understood that there will be no accumulation of seniority for services outside of the bargaining unit. The Board will notify the President of the Union regarding these acting assignments.
- b) In the event that an employee in 8.11 a) above does not return to the bargaining unit within two (2) years and if the Board determines there is a vacancy, and chooses to fill the vacancy, the position shall be posted in accordance with Article 11.01.
- 8.12 No employee shall be dismissed or have hours reduced due to technological change.

ARTICLE 8 - SENIORITY (Continued)

Technological change

- 8.13 Subject to Article 8.12, the Board may make adjustment in the number and assignment of its employees as a result of technological changes and may make any such changes which are necessary to maintain efficient operations and optimal service to the public. In recognition of the impact that any such major changes may have upon employees and the concern of the Parties regarding employees who may be affected, the following will apply.
- a) The employer undertakes to advise the Union as far in advance as feasible of any such changes which the Board has decided to introduce which will result in significant and immediate changes in the employment status of employees.
 - b) In providing such notice the Board shall advise the Union of the following information:
 - i) the nature of the change;
 - ii) the approximate date on which the employer proposes to effect the change;
 - iii) the approximate number classification and location of employees likely to be affected;
 - iv) the effects the change may be expected to have on the employees' employment status.
 - c) Either the Union or the Employer may refer to the Joint Training Committee the issue of what, if any, training may be necessary as a result of the notice given by the Employer.

ARTICLE 9 - NO STRIKE, NO LOCKOUT

9.01 During the term of this Agreement the Board agrees that there will be no lockout and the Union agrees that there will be no strike.

Strike and lockout shall be as defined in The Ontario Labour Relations Act.

ARTICLE 10 - UNION EXECUTIVE AND GRIEVANCE COMMITTEE

10.01 The Board agrees to recognize not more than a total of twenty-four (24) members of the Union as members of the Union Executive and related Committees. The negotiating committee shall be composed of not more than ten (10) members.

10.02 a) It is understood that a member of the Union Executive or a committee member has their regular work to perform. If it is necessary to deal with matters arising out of this Agreement or to attend negotiations for a new Agreement during working hours they will not leave their work without first obtaining the written permission (in an emergency situation oral permission may be obtained with follow up written permission) of the Superintendent/Director of Human Resources Support Services or designate. The supervisor and applicable school official shall record the leaving and returning time of Union members absent on Union business. The Union will be responsible for reimbursing the Board for time off on Union business at the individual's applicable rates. No employee, other than those described in 10.01 shall engage in any Union activity during their regular working hours unless a request for approval for such activity from a member of the Union Executive has been received and approved in writing by the Superintendent/Director of Human Resources Support Services or designate. The Superintendent/Director of Human Resources Support Services will set out the terms and conditions of said permission in the written approval.

b) Notwithstanding the above, the Union will not be responsible for reimbursing the Board for:

- the first (1st) one hundred and twenty-five (125) days utilized per contract year;
- the attendance of up to five (5) representatives who serve on the Parties Joint Labour Management Committee under Article 23.02;
- the attendance of up to three (3) representatives who serve on the Training and Professional Development Committee under Article 23.03;
- the attendance of up to two (2) representatives who serve on the Joint Modified Work Committee under Article 24.01; and
- the attendance of the union representatives on ad-hoc Committees agreed through Letters of Intent in the Collective Agreement.

10.03 The Union shall keep the Board informed of the names and areas of responsibility of its executive and committee members. The effective date of appointment shall be included in such notifications.

ARTICLE 11 - JOB POSTING

11.01 In the event new jobs are created or vacancies occur in jobs, the Board shall post such new jobs or vacancies for a period of five (5) working days in order to allow employees to apply in writing, before outside applications are invited. The new vacancies will be posted in a reasonable and timely manner, within 15 working days unless there are extenuating circumstances. When the ability and qualifications of more than one applicant for the posted position are relatively equal, seniority shall be used as the determining factor by the Board. No outside advertisements shall be placed until present employees have had an opportunity to apply. If the Board chooses to fill the vacancy, the Board shall, if possible, make posting awards within twenty (20) working days of the closing date of the posting.

11.02 a) Employees shall be given five (5) working days' notice regarding permanent transfers to other locations.

b) The successful applicant for the specific job posting will be transferred to the new position in accordance with the timelines below, unless there are workplace accommodation requirements that warrant an extension to the timelines. The Union will be notified of the above requests for extensions to timelines.

i. If the job posting is awarded between Monday to Wednesday of the working week, normally the employee shall be transferred on the first (1st) forthcoming Monday.

ii. When the job posting is awarded between Thursday and Friday of the Work week, normally the employee shall be transferred on the second (2nd) Monday referenced in b1.

11.03 a) The Employer may hire personnel on a temporary or casual basis for special projects and during periods of heavy workload and in cases of emergency, for a period of not more than 90 calendar days in any 12 month period and such personnel shall not thereby become permanent or probationary employees and are not covered by any of the terms and conditions of this Agreement save for the rates of pay in Schedule A. The Union will be informed of all such hirings at the time of hiring. In the event any such temporary or casual employee is later hired by the Employer on a permanent basis, the employee shall acquire seniority as provided in Article 8. It is the intention of the Parties that no employee who has acquired seniority under this Agreement and who is shown on a seniority list will be laid off work by reason of the employer hiring personnel under this Article. The time periods provided for herein may be extended by mutual agreement between the Employer and the Union.

ARTICLE 11 - JOB POSTING (Continued)

11.03 b) In case of an employee who is on a pregnancy or parental leave of absence, the Union agrees to waive 90 calendar days in Article (a) for the duration of the leave.

c) When a casual employee is hired as a replacement for a regular employee who is off work on a long-term illness, supported by a Doctor's certificate indicating the period of absence is likely to be in excess of 90 days or extended leave of absence in excess of 90 days, the 90 calendar day period will not apply for such periods of absence of up to 12 months duration. In such circumstances the casual employee may only fill the position for which the casual employee was originally hired. The Union will be informed of all such hirings at the time of hiring.

11.04 Job Posting Applications and all required documentation as specified in the posting are to be received by the Human Resources Services Department.

11.05 All notices of vacancies or new jobs inviting applications shall be posted in each location and shall be numbered sequentially.

Effective July 1, 2016 or on a date as agreed by the Electronic Processes Committee, all postings shall be posted electronically on the Board's internal job board.

11.06 Each job posting must include the following information if relevant:

- a) classification;
- b) name and location;
- c) category of school;
- d) square footage of school including portables and additional buildings where applicable;
- e) qualifications - such qualifications shall not be established in an arbitrary or discriminatory manner;
- f) hours of work

Notwithstanding the above, nothing in the job posting limits the ability of the employer to revise any of the above information as required. Any changes to the job posting will be highlighted and communicated to the Union President.

ARTICLE 11 - JOB POSTING (Continued)

- 11.07 An employee who has been successful in a job competition must remain in the position for a 12-month period before applying for another position, unless the employee has approval of the appropriate department Manager. In order to be eligible to apply for a posted position, approval must have been obtained ten (10) days prior to the date of the posting. The Union will be advised, in writing at the same time as Human Resources, when approval has been granted.

Notwithstanding the above, the employee may apply for a position in a lower or higher classification.

- 11.08 The Board shall acknowledge each employee who has made an application for a job posting. Acknowledgement will be in accordance with current practice until electronic communications for the job posting process is implemented as outlined in the Letter of Understanding regarding electronic processes.

The Board shall post a list electronically on a current basis, announcing the names of successful applicants for job postings.

- 11.09 Prior to invoking the provisions of Article 11.03, the Board will offer such work to qualified part-time employees, namely School Attendants, who have positions with scheduled daily work of up to four and three quarter (4.75) hours will be offered the opportunity to work additional unscheduled hours as a School Attendant, up to a maximum of seven (7) hours a day.

An employee may indicate that they do not wish to accept any additional assignments. The employee may indicate their willingness to accept additional assignments at a future date.

- 11.10 When an employee applies for a Food Services position that is lateral to their current position the employee will not be subject to an interview and reference checks, including testing will not be required.

When an employee applies for a Food Services position that is promotional, the employee will be subject to an interview, reference checks and testing.

- 11.11 When a casual maintenance employee applies for a position within the classification, they are casual for, the position will be a lateral transfer based on seniority, in accordance with Article 13 (Probationary Period).

ARTICLE 12 - SAFETY PROVISIONS

- 12.01 It is mutually agreed that both Parties will co-operate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 12.02 Safety equipment required by the Ministry of Labour or the Board, shall be supplied by the Board and must be used or worn where and when conditions demand.
- 12.03 Whereas the Board and the Union recognize their obligations under the Occupational Health and Safety Act and are Parties to an agreement entitled "Terms of Reference for Multi-Workplace Joint Health and Safety Committee", the Board and the Union agree to continue to participate in a Multi-Workplace Joint Health and Safety Committee.
- 12.04 Violence shall be defined as per the definition in the Ontario Occupational Health and Safety Act, 2019.
- 12.05 The Multi-Workplace Joint Occupational Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace. The Board agrees to have in place policies and procedures to deal with violence, including the prevention of violence and the management of violent situations.

ARTICLE 13 - PROBATIONARY PERIOD

- 13.01 A newly hired person is considered to be on probation for a period of six (6) calendar months after the date of assuming their position with the Board, provided the employee has worked a minimum of three hundred and ninety (390) hours. During this period the employee is eligible to be a member of the Union. Notwithstanding the provisions of Article 4.01 (d), the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 23.06 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. The Board will notify the Union when it decides to discharge a probationary employee. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance, except as noted above.
- 13.02 Notwithstanding 13.01, where the Board is not satisfied that it wishes to retain a probationary employee beyond the end of the normal probationary period, but the Board has not decided to terminate the employee's employment immediately, the Parties may agree in writing to an extension of the normal probationary period, pursuant to such terms and conditions as they consider reasonable in the
- circumstances. Such an extension agreement must normally include the employee's consent, unless the employee is not available or able to provide it at the relevant time.
- 13.03 The probationary period under Article 13.01 shall be extended for employees who during their probationary period are absent from work due to any leave of absence. The probationary period shall be extended by the length of time required to complete the probationary period.
- 13.04 A casual maintenance employee who has not received any earnings in their casual position for a full calendar year period, the employee will be removed from their casual position and the employee will be required to reapply for employment in the casual group.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Leaves of Absence shall be as per Board Policy and Procedure (Board Policies and OPs - HRS 42.pdf - All Documents (sharepoint.com)). The Board will not amend the Policy in such a way that the number and duration of the leaves of absence for this bargaining unit are reduced during the term of this agreement.

14.02 Union Leaves of Absence

If, at some future time, the duties of the President and/or other executive officer of the Union become full-time positions, they shall be allowed Leaves of Absence for the duration of their term of Office. This leave shall be without loss of seniority. At the end of the leave the employee shall have the right to return to their former position and location.

14.03 An employee who is not on any other leave of absence or lay-off shall be entitled to two (2) days leave with pay for:

- a) paternity leave at the time of birth of a son or daughter;
- b) adoption leave at the time of adoption.

14.04 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.
- 14.04 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.

ARTICLE 14 – LEAVES OF ABSENCE (Continued)

- 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.

ARTICLE 15 - HOURS OF WORK

- 15.01 Hours of work for full-time facilities staff normally shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday. For the term of this Collective Agreement, for full-time facilities staff, a day shift shall normally commence between 6:30 a.m. and 7:30 a.m. and an afternoon shift shall normally commence between 3:00 p.m. and 3:30 p.m., but the Board may schedule shifts to start at other times in accordance with the provisions of Article 15.02. As of January 12, 2016 requests from employees to commence work prior to 6:30 a.m. but no earlier than 6:00 a.m. will be considered and granted based on the operational needs of the location.

The regular hours of work for a School Attendant who is a regular part-time employee, shall normally be scheduled between 8:00 a.m. and 11:30 p.m.

The normal hours of work for the maintenance department and the print shop shall be from 7:30 a.m. to 4:00 p.m. but the Board may schedule shifts at other times in accordance with the provisions of Article 15.02. As of January 12, 2016 requests from employees to commence work prior to 7:30 a.m. but no earlier than 6:00 a.m. will be considered and granted based on the operational needs of the location.

Notwithstanding the foregoing, the shift for Interior Finishers will continue to commence no earlier than 12:00 p.m. and end no later than 12:00 a.m.

The normal hours of work for Food Service Assistant and Food Service Assistant - Group Leader shall be at least twenty-four (24) hours per week and up to thirty-five (35) hours per week, Monday to Friday.

During the school year calendar breaks, the normal hours of work for full and regular part-time employees shall be scheduled between 6:30 a.m. and 5:00 p.m., Monday to Friday, except at locations where evening activities are held in which case hours may be scheduled later than 5:00 p.m. and all hours worked after 6:30 p.m. shall be paid at time and one-half the employee's regular hourly rate. As of January 12, 2016 requests from employees to commence work prior to 6:30 a.m. but no earlier than 6:00 a.m. will be considered and granted based on the operational needs of the location.

- 15.02 It is understood that the Board will prepare a regular schedule of hours to be worked by employees. Where changes in that schedule are necessary involving three (3) or more employees the Board will provide the employee and the President of the Union with at least seven (7) calendar days advance notice. However, in the case of emergency there shall be no obligation on the part of the Board to give such notice.

ARTICLE 15 - HOURS OF WORK (Continued)

- 15.03 All employees are expected, as a condition of their employment, to work in excess of their regular hours on request. The Board shall endeavour to give forty-eight (48) hours' notice except where emergency conditions exist. Employees required to carry out such work shall be expected to do so unless they can demonstrate urgent personal reasons why they cannot.
- 15.04 a) An employee who is regularly scheduled to work but is unable to do so is required to call in as per department guidelines giving the reason for the absence.
- b) The Board shall endeavour to notify casual employees before 1:00 p.m. on the day in question, if they are required to fill in for an absent employee.

ARTICLE 16 - SICK LEAVE

Sick Leave Provisions are now contained within the Central Agreement Part A

16.01 An employee shall notify their immediate supervisor as soon as possible or as outlined in their departmental directives, of any illness or other reason which will prevent the employee from performing their duties.

16.02 The Board shall replace a Food Service staff employee who is absent on sick leave for a period in excess of five (5) consecutive working days. Where an absence due to sick leave is known to be five (5) consecutive working days or more, upon approval of such leave, the Food Services staff employee will be replaced as of the commencement of the leave.

Notwithstanding the foregoing, locations with a single Food Services staff employee absent due to sick leave will be replaced on the first day of absence provided a replacement is available.

16.03 The Board will provide replacements in accordance with Article 16.02 provided suitable replacements are available.

16.04 The Board shall ensure that all medical records are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent/Director of Human Resources Support Services, the Abilities, Wellness and Attendance department and those personnel designated by the Superintendent/Director. The Superintendent/Director of Human Resources Support Services shall, upon request, advise the Union Executive of the names of those so designated. Such personnel shall not be members of the Union.

ARTICLE 17 - RETIREMENT GRATUITY

17.01 "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."

Each full-time employee on staff as of June 30th, 1978 is eligible for a retirement gratuity after ten (10) years continuous service with the Board. The gratuity is paid to an employee who has attained the age of sixty (60) years or who is eligible for retirement under O.M.E.R.S. After ten (10) years continuous service, the gratuity will be twenty (20) percent of the current salary. The gratuity will increase two (2) percent per year of service up to a maximum of fifty (50) percent.

ARTICLE 18 - FRINGE BENEFITS

- 18.01 The Board agrees to contribute 100% of the prevailing premium rates for O.H.I.P., Extended Health Benefits (including vision and hearing), Group Life Insurance and Dental Plan.
- 18.02 Board contributions for regular part-time employees (i.e. excluding casual employees) will be pro-rated in proportion to the number of hours worked except for employees whose normal hours of work per week are thirty-five (35) hours or more.
- 18.03 Upon retirement from the Board, an employee with 10 or more years of continuous service with the Board or its predecessors may elect to continue to participate in any Fringe Benefit Plans in which they are enrolled, until the employee reaches the age of sixty-five (65). The retired employee shall assume the full cost of the premiums for such plans.
- 18.04 The Board shall administer a Long Term Disability Plan provided that:
- a) any such plan conforms to the requirements of the Board's insurer;
 - b) the necessary level of employee participation is ensured;
 - c) the employees assume 100% of the premium cost, which shall include an administration fee of not more than 5% of the premiums, which shall be paid to the Board.
- 18.05 Effective July 1, 1989 the Board shall pay 100% of the premium cost of any plan under Article 18 in which the employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

ARTICLE 19 - VACATIONS

19.01 Members of the Union shall be allowed an annual vacation in accordance with the following:

26 or more years service completed
as of the employee's anniversary date - 6 weeks

20 - 25 years service completed
as of the employee's anniversary date - 5 weeks

9 - 19 years of service completed
as of the employee's anniversary date - 4 weeks

1 - 8 years of service completed as
of the employee's anniversary date - 3 weeks

Less than one (1) year of service - 1-1/4 days
per month

Vacation pay shall be calculated on the basis of the standard work week and day as outlined in Article 15 at the regular hourly rate applicable.

Such annual vacation shall be allocated and reported in hours on the employee's paystub.

Employees on unpaid absence from work as scheduled in excess of twenty (20) days of work during the calendar year shall receive vacation pay based on a pro-rata portion of full vacation.

19.02 Should a paid holiday as defined in Article 20.01, fall or be observed during an employee's vacation period, the employee will not be charged vacation for the paid holiday.

19.03 The Board reserves the right to schedule vacations to meet its operating requirements. Subject to the approval of the appropriate supervisor, employees may schedule vacation at any time during the year. Employees may elect to take their full vacation at one time subject to the agreement of the appropriate supervisor.

19.04 Where an employee is on an unpaid medical leave of absence, an employee shall not accumulate vacation credits during this unpaid leave.

ARTICLE 19 - VACATIONS (Continued)

19.05 Vacations shall not accumulate from year to year except that an employee may carry over vacations to the next year in accordance with the following:

- i) Employees with three (3) weeks of vacation but less than four (4) weeks may carry over up to ten (10) days of vacation entitlement.
- ii) Employees with four (4) weeks of vacation or more may carry over up to fifteen (15) days of vacation entitlement.
- iii) Employees on an approved statutory leave or medical leave of absence may carry over up to an additional fifteen (15) days of vacation entitlement to be used no later than three (3) months after the end of the approved leave.

For the purpose of this Article 19.05, a year is defined as the period from September 1 until August 31 of each year.

19.06 An employee whose employment is terminated at any time in their vacation year before the employee has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, their estate will be credited with the value of vacation credits owing to the employee.

19.07 Ten month employees shall receive vacation pay at the end of May of each year in accordance with Article 19.

19.08 School Attendant vacation pay shall be calculated on the basis of regularly scheduled hours of work at the regular hourly rate applicable. Any acting hours worked in excess of regularly scheduled hours of work shall be entitled to a proportionate payment of vacation pay in lieu of such vacation, to be paid out bi-weekly in accordance with Article 19.

ARTICLE 20 - PAID HOLIDAYS

20.01 The paid holidays recognized by the Board are undernoted:

- New Year's Day
- Heritage Day (if proclaimed and is a school holiday)
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day (if declared a school holiday by the Ministry of Education)
- Christmas Day
- Boxing Day

20.02 In order to qualify for paid holidays, the employee must work their full scheduled work period immediately preceding and following the holiday or be on authorized vacation during this period or be on authorized paid leave.

ARTICLE 21 - ANNUAL INCREMENTS

- 21.01 With the exception of preventive maintenance mechanics, new employees on completion of six (6) months service from starting date, will be brought to one half (1/2) of the maximum of salary range, and on completion of one (1) year service from starting date, will be brought to maximum of salary range.
- 21.02 The Preventive Maintenance Training Program will be of three (3) years' duration. Each participant will progress from minimum to maximum salary in three (3) yearly increments each equal to one third (1/3) of the difference between minimum and maximum salary. These increments will only be allowed if the participant has been successful in all required classroom training and related examinations and in the opinion of the Assistant Controller, Maintenance Services has progressed favourably within the training program. Increments will be applied on each participant's anniversary of joining the program. One half (1/2) of the increment will be considered applicable to the classroom training and related examinations, the other one half (1/2) to job experience and progress.
- 21.03 Any tradespersons who are required to take compulsory courses in order to maintain their present licenses shall be permitted paid leave for time spent at the course if held during normal working hours. Compensation for tuition and material will be given in all cases. Transportation expenses will be reimbursed in accordance with the Board's travel and expense reimbursement policy.

ARTICLE 22 - WAGES

- 22.01 The Board agrees to pay and the Union agrees to accept, for the term of this Agreement, the rates and wages as outlined in Schedule "A" attached hereto and forming part of this Agreement.
- 22.02 The direct deposit payroll method will apply to bargaining unit employees and paystubs will be provided electronically.
- 22.03 a) The Board shall not make deductions from wages and salaries unless authorized by the employee, statute, court order, an arbitration order or by this collective agreement.
- b) Notwithstanding the above, in the case where an overpayment has been determined to have been made to an employee and an overpayment adjustment is required, the Board shall cease the overpayment. The Board's payroll department shall provide a written explanation (eg. E-mail) to the employee with respect to the overpayment, with a copy to the Union. The employee will be required to repay the overpayment and may propose a repayment plan authorizing the Board to make deductions over several pay periods. A copy of the final agreed payment plan will be provided to the employee and the Union.

ARTICLE 23 - MISCELLANEOUS PROVISIONS

- 23.01 Copies of the new Agreement in a mutually agreed format shall be issued to all employees. New employees shall be given a copy of the contract on their date of hire by the Board. The cost of printing will be shared equally by the Board and the Union.
- 23.02 A Labour Management Committee shall meet once a month during the school year or as otherwise mutually agreed. The Committee shall not meet during the months of July and August. The agenda for meetings will identify the issue and the department responsible. Board and Union representatives on the Committee may vary depending on the issues to be discussed. The Committee shall attempt to solve problems arising during the term of the Agreement.
- 23.03 There shall be a training and professional development committee consisting of up to three (3) representatives of the Board and up to three (3) representatives of the Union. The mandate of the training and professional development committee shall be to review the needs of the employees and the Board with respect to the training of bargaining unit members. The committee shall make recommendations to the Board. The committee shall have such resources and assistance as may be agreed to be necessary. It shall meet every two months or as otherwise mutually agreed. Without limiting the generality of the foregoing, the committee's mandate shall include the development of the annual Professional Development Programme for bargaining unit employees.
- 23.04 The Board shall notify the Union of all promotions, demotions, hirings, transfers, recalls, resignations, retirements, deaths or other terminations of employment, provided however, that failure by the Board to do so shall not nullify or affect the validity of any such Board action.
- 23.05 The Union shall be provided annually and at other times as mutually agreed, with an electronic mailing list of Union members' addresses, home telephone numbers and names. It is the responsibility of the employee to ensure that their personal information is accurately recorded in the Board's self-serve personnel system.

ARTICLE 23 - MISCELLANEOUS PROVISIONS (Continued)

23.06 Neither the Board, the Union nor the employees shall discriminate against any employee in their employment, because of race, creed, colour, national origin, religion, age, sex, or disability, as those terms are defined by the Ontario Human Rights Code, nor by reason of membership or non-membership in a union.

23.07 Personnel Files

An employee shall have reasonable access to review their personnel file, in the presence of an appropriate member of the Human Resources Department.

An employee may make a copy of any material contained in their personnel file.

An employee may request the removal of documents of a disciplinary nature from their personnel file two (2) years after the date of any such document. Such request shall be made in writing to the Superintendent/Director of Human Resources Support Services who shall review the request and render a decision in their sole discretion.

23.08 a) The Board shall provide all newly hired employees with such information regarding the Union as the Board and the Union may agree is appropriate.

b) A Union representative, whose release time will be paid by the Employer, shall be entitled to attend the group orientation session for new employees provided by Facilities Services and will be placed on the agenda in order to give the Union representative an opportunity to speak to the new employees in attendance.

23.09 Employees are not required to provide general supervision of students, except as may be required in emergency situations.

Notwithstanding the above, a Food Service Assistant may be required to monitor and assist students as part of their duties.

ARTICLE 24 - JOINT MODIFIED WORK COMMITTEE

- 24.01 a) The Parties agree to establish a Joint Modified Work Committee consisting of the employee, up to two (2) members selected or appointed by the local Union, the employee's Supervisor(s) or designate together with the Board's Manager of Abilities, Wellness and Attendance or designate, who shall act as the Committee Chair. The Union shall provide to the Board, in writing, the names of the Union representatives to the Committee and advise the Board, in writing, of any changes.
- b) The Board and the Union agree to work cooperatively to accommodate ill or injured employees in accordance with the Workplace Safety and Insurance Act, and the Ontario Human Rights Code.
- c) The Committee shall meet once per month excluding July and August. The parties may mutually agree to cancel the meeting where necessary. All such authorized time spent in Committee meetings shall be in accordance with Article 10.02.

ARTICLE 25 - TERMINATION

- 25.01 This Agreement shall continue in effect from September 1, 2019 to August 31, 2022 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 25.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in the preceding paragraph or any longer period which may be mutually suitable.

SCHEDULE "A" - FACILITIES SERVICES DEPARTMENT

a) Annual Salary - see attached Chart "1".

b) Overtime (Board Operation)

i) Authorized overtime in excess of eight (8) hours per day will be paid at the rate of one and one half (1-1/2) times the employee's regular hourly rate.

Work performed on Sundays and Statutory holidays will be paid at the rate of two (2) times the employee's regular hourly rate.

ii) An employee called in to work outside the employee's scheduled shift without previous notice shall be paid for a minimum of two (2) hours at the appropriate overtime rate.

iii) All work performed after 4:30 p.m. on the day before Christmas and the day before New Years will be paid at twice the regular rate.

c) Summer Playground Allowance

An allowance of \$31 per week will be paid to a Custodian who looks after a drop-in Supervised Summer Playground program held at their school whether for part or full day. Effective September 1, 2009, the Summer Playground Allowance will increase to \$32 per week. Effective September 1, 2010, the Summer Playground Allowance will increase to \$33 per week. Effective September 1, 2011, the Summer Playground Allowance will increase to \$34 per week. Effective September 1, 2019, the Summer Playground Allowance will increase to \$34.34 per week. Effective September 1, 2020, the Summer Playground Allowance will increase to \$34.68 per week. Effective September 1, 2021, the Summer Playground Allowance will increase to \$35.03 per week.

d) Promotion- Trial Period

Any employee appointed to a higher classification, upon satisfactory completion of a trial period of sixty (60) calendar days, is to be confirmed in that appointment. In the event that a trial period is interrupted by an absence, the uncompleted balance of the trial period will be completed upon the return of the employee to work. The Union will be notified of any such extension.

SCHEDULE "A" - FACILITIES SERVICES DEPARTMENT (continued)

e) Allowance Paid on Appointment to Higher Classification

When an employee is appointed to a higher category the employee shall receive the maximum salary of that classification immediately upon their appointment, including during the trial period referred to in clause (d). When an employee is demoted from one category to another, the employee's salary will be reduced to the maximum of their new category.

f) Acting Positions

If an employee is temporarily appointed to a higher classification, the employee shall be paid at the rate of that classification commencing with the first full day. Acting appointments may not be made as a direct result of absence due to vacation during the summer vacation period.

The Parties agreed to add Letter of Understanding dated October 7, 2020, to the collective agreement (see page 97).

LETTER OF UNDERSTANDING

BETWEEN:

PEEL DISTRICT SCHOOL BOARD

"the Employer"

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2544

"the Union"

MINUTES OF SETTLEMENT

WHEREAS the Employer and the Union are parties to a collective agreement;

AND WHEREAS the Union filed a Policy grievance corresponding to #104-19-2544 which contested that the Board does not have a consistent practice of compensating employees in day to day acting roles for overtime worked.

THE PARTIES AGREE AS FOLLOWS:

1. CUPE 2544 employees that work two (2) consecutive days in an acting position will receive overtime paid at the corresponding acting wage.
2. Acting positions that commence on Friday and continue on the subsequent Monday will be considered consecutive days and hours worked on overtime for Saturday and Sunday will be paid at the corresponding acting wage.
3. This Agreement will be effective from the date the Agreement is executed by the Parties.
4. This shall be in full and final settlement of all matters between the parties.
5. This settlement is strictly without prejudice or precedent in any other matter. In entering into these Minutes of Settlement, the Employer makes no admission of any liability whatsoever, any such admission is specifically denied.

Dated at Mississauga, Ont this 7th day of Oct. 2020

SCHEDULE "A" - FACILITIES SERVICES DEPARTMENT (continued)

g) Uniforms

Upon employment, an employee shall receive a voucher equivalent to \$267.46 plus sales tax to purchase a full set of uniforms from the Board's authorized uniform supplier. For each subsequent school year employees will receive a voucher with a value to a maximum of \$267.46 per year plus sales tax which will be used to purchase uniform replacements from the Board authorized uniform supplier. The annual uniform replacement allowance may be used to purchase safety apparel (glasses, shoes, snowsuits and smocks).

Employees required to wear approved safety footwear will receive additional voucher value of \$134.27 plus sales tax for the purchase of approved safety footwear from the Board authorized supplier.

A School Attendant shall receive a voucher with a value of \$150.38.

Appropriate uniforms, once supplied, must be worn at all times during regular and overtime working hours, except with the approval of the appropriate department Manager and consultation with the Abilities, Wellness and Attendance department, if required.

All uniform vouchers will be distributed by December 31st of the school year.

h) Shift Premium

The Board agrees to pay a shift premium per hour on any shift that commences at or after 12 noon on Monday to Friday inclusive and that the shift premium be paid on all hours worked in that shift. Effective September 1, 2022, the shift premium shall increase to 67 cents per hour.

SCHEDULE "A" - FACILITIES SERVICES DEPARTMENT (continued)

i) Compensating Time in Lieu of Overtime

Compensating time off in lieu of overtime pay will be granted up to a maximum of forty (40) hours per contract year and will be calculated at time and one half or double time.

Compensating time off can only be taken with the approval of the appropriate supervisor provided such time off does not interfere with the Board's operating requirements and provided at least two (2) working days' notice has been given of intent to take time off. Such approval shall not be unreasonably withheld. There shall be no carry-over of such accumulation from year to year.

If, in the judgment of the supervisor, the granting of compensating time off will interfere with the Board's operating requirements the employee may be required to accept payment at the appropriate overtime rate in lieu of compensating time off.

j) In-School Replacements

Subject to the provisions of paragraph (f) of Schedule "A" of the Collective Agreement, the following procedure shall be used to provide opportunities for the use of School Attendants, on an as needed basis, to perform temporary assignments in a higher classification:

- i) School Attendants may request through their Manager the ability to be considered for the Custodian In Training course.
- ii) When the employee successfully completes the Custodian in Training course, they will be eligible for custodial assignments.
- iii) It is understood that the foregoing procedure does not diminish the Board's right to accommodate temporary vacancies or absences in Custodian positions through other methods, consistent with the collective agreement.

**SCHEDULE "A" - MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S.
AND FOOD SERVICE DEPARTMENTS**

a) Annual Salary - see attached Chart "2".

b) Apprentices - Annual Salary

The minimum annual salary for apprentices will be that percentage of the Board's trades' rates as established under the Ontario Apprenticeship Act.

c) Overtime

i) Authorized overtime in excess of eight (8) hours per day will be paid at the rate of one and one half (1-1/2) times the employee's regular hourly rate.

Work performed on Sundays and Statutory holidays will be paid at the rate of two (2) times the employee's regular hourly rate.

ii) An employee called in to work outside their scheduled shift without previous notice shall be paid for a minimum of two (2) hours at the appropriate overtime rate. Notwithstanding the above, call in pay will not apply if an employee is called in one (1) hour or less prior to the beginning of his/her scheduled shift.

iii) All work performed after 4:15 p.m. on the day before Christmas and the day before New Years will be paid at twice the regular rate.

d) Uniforms

Upon employment, Maintenance Department employees will receive a voucher equivalent to \$287.87 plus tax to purchase a full set of uniforms from the Board authorized uniform supplier.

Tradespersons requiring prescribed specified safety equipment will be supplied such equipment upon employment and replacements will be provided as deemed necessary by the Board or in accordance with any prescribed legislation.

**SCHEDULE "A" - MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S.
AND FOOD SERVICE DEPARTMENTS (continued)**

For each subsequent school year, employees will receive a voucher with a value to a maximum of \$287.87 per year plus sales tax which will be used to purchase uniform replacements from the Board authorized uniform supplier. Tradespersons are required to report for work dressed in the approved uniform clothing and are responsible for any expenditure over and above the annual uniform replacement allowance required to maintain this clothing. The annual uniform replacement allowance may be used to purchase safety apparel (glasses, shoes, snowsuits, etc.).

For Printing and Stores Department staff, the uniform replacement voucher will be \$267.46 per year effective September 1, 2022 which will be used to purchase uniform replacements from the Board authorized uniform supplier and coveralls will not be provided.

Food Service Assistants will receive a voucher of \$160.05 per year which will be used to purchase uniform replacements from the Board authorized uniform supplier.

Notwithstanding the above, Maintenance, Printing and Stores Department staff shall be supplied with their first pair of C.S.A. approved safety footwear, at the Board's expense, upon commencement of employment in these Departments.

Safety footwear must be worn by the employees at all times during regular and overtime working hours.

A safety footwear replacement allowance of \$134.27 per year will be included in the uniform replacement allowance for these employees, or for any other employees who in the future are required to wear safety footwear by the Ministry of Labour or the Board.

**SCHEDULE "A" - MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S.
AND FOOD SERVICE DEPARTMENTS (continued)**

Appropriate uniforms, once supplied, must be worn at all times during regular and overtime working hours, except with the approval of the appropriate department Manager and consultation with Abilities, Wellness and Attendance Department, if required.

Food Services Staff will be required to wear approved anti slip footwear from the Board authorized supplier. The staff will receive voucher value of \$134.27 per year plus sales tax, effective September 1, 2022.

e) Allowance Paid on Appointment to Higher Classification

When an employee is appointed to a higher classification the employee shall receive the maximum salary of that classification immediately upon their appointment, including the trial period referred to in clause (f) below. When an employee is demoted from one classification to another, the employee's salary will be reduced to the maximum of their new classification.

f) Promotion - Trial Period

Any employee appointed to a higher classification, upon satisfactory completion of a trial period of sixty (60) calendar days, is to be confirmed in that appointment. In the event that a trial period is interrupted by an absence, the uncompleted balance of the trial period will be completed upon the return of the employee to work. The employee and the Union will be notified of any such extension.

g) Compensating Time in Lieu of Overtime

Compensating time off in lieu of overtime pay will be granted up to a maximum of one hundred and twenty (120) hours per contract year and will be calculated at time and one half or double time.

Compensating time off can only be taken with the approval of the appropriate supervisor provided such time off does not interfere with the Board's operating requirements, and provided at least two (2) working days' notice has been given of intent to take time off. Such approval shall not be unreasonably withheld. There shall be no carryover of such accumulation from year to year.

If, in the judgement of the supervisor, the granting of compensating time off will interfere with the Board's operating requirements the employee may be required to accept payment at the appropriate overtime rate in lieu of compensating time off.

**SCHEDULE "A" - MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S.
AND FOOD SERVICE DEPARTMENTS (continued)**

h) Acting Positions

If an employee is temporarily appointed to a higher classification, the employee shall be paid at the rate of that classification commencing with the first full day. Acting appointments may not be made as a direct result of absence due to vacation during the summer vacation period.

i) Acting Lists

The Board will establish an acting list for Preventative Maintenance Mechanic Leadhand, Locksmith, Food Service Assistant, and Maintenance "A", Outdoor Grounds Worker, Interior Finisher and Floor Care Equipment Technician acting positions, and any other acting list agreed upon by the Parties. Qualified employees will be given the opportunity to apply to the lists on an annual basis. A copy of the acting lists will be provided to the President of the Union on an annual basis. Employees on the lists will be appointed by the Board to acting positions on a rotational basis in seniority order. An employee appointed from this list will be permitted to remain in an acting position for a period of up to two (2) years and then the position will be subject to the normal rotation. The vacancy created by the appointment to an acting position will normally be filled for the duration of the acting assignment.

Salary Schedule Notation

To calculate the weekly salary, divide the annual salary by 52 weeks.

To calculate the hourly rate, divide the annual salary by 2080 hours for those staff working 40 hours per week. For those staff working 35 hours per week divide the annual salary by 1820 hours to calculate the hourly rate.

Chart "1", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E LOCAL 2544
SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2022
(Updated June 20, 2024 due to Bill 124 Remedy)

FACILITIES SERVICES DEPARTMENT

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Custodian	52,356	(1006.85) 25.17	54,544	(1,048.92) 26.22	56,678	(1,089.96) 27.25
In School Replacement	52,356	(1006.85) 25.17	54,544	(1,048.92) 26.22	56,678	(1,089.96) 27.25
<u>Head Custodian</u>						
Category 01 Less than 35,000 sq. ft.	53,999	(1038.44) 25.96	57,147	(1,098.98) 27.47	60,290	(1,159.42) 28.99
Category 02 35,000 - 65,000 sq. ft.	55,394	(1,065.27) 26.63	58,547	(1,125.90) 28.15	61,705	(1,186.63) 29.67
Category 03 65,000 - 85,000 sq. ft.	56,931	(1,094.83) 27.37	60,424	(1,162.00) 29.05	63,866	(1,228.19) 30.70
Category 04 + 85,000 sq.ft.	59,310	(1,140.58) 28.51	62,869	(1,209.02) 30.23	66,377	(1,276.48) 31.91
<u>Night Head Custodian</u>						
Category 1 Less than 200,000 sq. ft.	53,999	(1038.44) 25.96	57,147	(1,098.98) 27.47	60,290	(1,159.42) 28.99
Category 02 + 200,000 sq. ft.	55,394	(1,065.27) 26.63	58,547	(1,125.90) 28.15	61,705	(1,186.63) 29.67
<u>Building Leadhand</u>						
Category 01 130,000 - 175,000 sq. ft.	66,405	(1,277.02) 31.93	67,099	(1,290.37) 32.26	67,750	(1,302.88) 32.57

Category 02	68,144	(1,310.46)	68,792	(1,322.92)	69,442	(1,335.42)
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+ 175,000 – 200,000 sq. ft.		32.76		33.07		33.39
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Category 03

+ 200,000	68,738	(1,321.88)	69,512	(1,336.77)	71,178	(1,368.81)
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		33.05		33.42		34.22
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School Attendant	38,846	21.35	41,368	22.73	43,870	24.11
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Chart "2", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2022
(Updated June 20, 2024 due to Bill 124 Remedy)

MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE
DEPARTMENTS

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Preventive Mtce. Mech. – Leadhand/Floor Care Equipment Technician	64,206	(1,234.73)	68,539	(1,318.06)	72,855	(1,401.06)
		30.87		32.95		35.03
Preventive Mtce. Mech.	61,558	(1,183.81)	65,886	(1,267.04)	70,166	(1,349.35)
		29.60		31.68		33.73
Maintenance "A"	55,387	(1,065.13)	58,784	(1,130.46)	62,179	(1,195.75)
		26.63		28.26		29.89
Maintenance Clerk	45,055	(866.44)	47,950	(922.12)	50,841	(977.71)
		24.76		26.35		27.93
Storeperson Driver - 1	54,064	(1039.69)	57,368	(1,103.23)	60,678	(1,166.88)
		25.99		27.58		29.17
Storeperson Driver - Leadhand	56,800	(1,092.31)	60,061	(1,155.02)	63,327	(1,217.83)
		27.31		28.88		30.45
Carpenter, Welder, Electrician, Plumber, Small Engine Repair Mechanic, Refrigeration Mechanic & Heating Ventilation, Airconditioning & Refrigeration Controls Technician Fire Alarm Technician					85,576	(1,645.69)
						41.14
Outdoor Grounds Worker					64,742	(1,245.04)
						31.13
Grounds and Transportation - Leadhand					65,402	(1,257.73)
						31.44
Locksmith and Plasterer Mason					79,445	(1,527.79)
						38.19

Technical Repair Person 1	71,360	(1,372.31)
		34.31
Technical Repair Person 2	62,179	(1,195.75)
		29.89
Chief Technical Repair Person	79.445	(1,527.79)
		38.19

Chart "2", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2022
(Updated June 20, 2024 due to Bill 124 Remedy)

MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE
DEPARTMENTS (continued)

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Heating Technician - 1					79,445	(1,527.79) 38.19
Heating Technician - 2					72,372	(1,391.77) 34.79
Inventory/Warehouse Clerk	52,356	(1006.85) 25.17	54,544	(1,048.92) 26.22	56,678	(1,089.96) 27.25
Digital Equipment Operator - Leadhand					69,442	(1,335.42) 33.39
Digital Equipment Operator					65,402	(1,257.73) 31.44
Printer	55,516	(1,067.62) 26.69	57,680	(1,109.23) 27.73	59,797	(1,149.94) 28.75
Bindery Person	46,031	(885.21) 22.13	48,099	(924.98) 23.12	50,137	(964.17) 24.10
Intermediate Printer/ Bindery Person	50,749	(975.94) 24.40	52,870	(1016.73) 25.42	54,982	(1,057.35) 26.43
Food Service Assistant - Group Leader					47,369	26.02
Food Service Assistant					43,870	24.10
Interior Finisher					71,360	

Chart "1", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E LOCAL 2544
SALARY SCHEDULE – SEPTEMBER 1, 2023
(Updated June 20, 2024 due to Bill 124 Remedy)

FACILITIES SERVICES DEPARTMENT

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Custodian	54,436	(1,046.85) 26.17	56,624	(1,088.92) 27.22	58,758	(1,129.96) 28.25
In School Replacement	54,436	(1,046.85) 26.17	56,624	(1,088.92) 27.22	58,758	(1,129.96) 28.25
<u>Head Custodian</u>						
Category 01 Less than 35,000 sq. ft.	56,079	(1,078.44) 26.96	59,227	(1,138.98) 28.47	62,370	(1,199.42) 29.99
Category 02 35,000 - 65,000 sq. ft.	57,474	(1,105.27) 27.63	60,627	(1,165.90) 29.15	63,785	(1,226.63) 30.67
Category 03 65,000 - 85,000 sq. ft.	59,011	(1,134.83) 28.37	62,504	(1,202.00) 30.05	65,946	(1,268.19) 31.70
Category 04 + 85,000 sq. ft.	61,390	(1,180.58) 29.51	64,949	(1,249.02) 31.23	68,457	(1,316.48) 32.91
<u>Night Head Custodian</u>						
Category 1 Less than 200,000 sq. ft.	56,079	(1,078.44) 26.96	59,227	(1,138.98) 28.47	62,370	(1,199.42) 29.99
Category 02 + 200,000 sq. ft.	57,474	(1,105.27) 27.63	60,627	(1,165.90) 29.15	63,785	(1,226.63) 30.67
<u>Building Leadhand</u>						
Category 01 130,000 - 175,000 sq. ft.	68,485	(1,317.02) 32.93	69,179	(1,330.37) 33.26	69,830	(1,342.88) 33.57
Category 02 + 175,000 – 200,000 sq. ft.	70,224	(1,350.46) 33.76	70,872	(1,362.92) 34.07	71,522	(1,375.42) 34.39
Category 03 + 200,000	70,818	(1,361.88) 34.05	71,592	(1,376.77) 34.42	73,258	(1,408.81) 35.22
School Attendant	40,677	22.35	43,189	23.73	45,700	25.11

Chart "2", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2023
(Updated June 14, 2024 due to Bill 124 Remedy)

MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE
DEPARTMENTS

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Preventive Mtce. Mech. – Leadhand/Floor Care Equipment Technician	66,286	(1,274.73)	70,619	(1,358.06)	74,935	(1,441.06)
		31.87		33.95		36.03
Preventive Mtce. Mech.	63,638	(1,223.81)	67,966	(1,307.04)	72,246	(1,389.35)
		30.60		32.68		34.73
Maintenance "A"	57,467	(1,105.13)	60,864	(1,170.46)	64,259	(1,235.75)
		27.63		29.26		30.89
Maintenance Clerk	47,135	(906.44)	50,030	(962.12)	52,921	(1017.71)
		25.90		27.49		29.08
Storesperson Driver - 1	56,144	(1,079.69)	59,448	(1,143.23)	62,758	(1,206.88)
		26.99		28.58		30.17
Storesperson Driver - Leadhand	58,880	(1,132.31)	62,141	(1,195.02)	65,407	(1,257.83)
		28.31		29.88		31.45
Carpenter, Welder, Electrician, Plumber, Small Engine Repair Mechanic, Refrigeration Mechanic & Heating Ventilation, Airconditioning & Refrigeration Controls Technician Fire Alarm Technician					87,656	(1,685.69)
						42.14
Outdoor Grounds Worker					66,822	(1,285.04)
						32.13
Grounds and Transportation - Leadhand					67,482	(1,297.73)
						32.44
Locksmith and Plasterer Mason					81,525	(1,567.79)
						39.19

Technical Repair Person 1	73,440	(1,412.31) 35.31
Technical Repair Person 2	64,259	(1,235.75) 30.89
Chief Technical Repair Person	81,525	(1,567.79) 39.19

Chart "2", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2023
(Updated June 20, 2024 due to Bill 124 Remedy)

MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE
DEPARTMENTS (continued)

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Heating Technician - 1					81,525	(1,567.79) 39.19
Heating Technician - 2					74,452	(1,431.77) 35.79
Inventory/Warehouse Clerk	54,436	(1,046.85) 26.17	56,624	(1,088.92) 27.22	58,758	(1,129.96) 28.25
Digital Equipment Operator - Leadhand					71,522	(1,375.42) 34.39
Digital Equipment Operator					67,482	(1,297.73) 32.44
Printer	57,596	(1,107.62) 27.69	59,760	(1,149.23) 28.73	61,877	(1,189.94) 29.75
Bindery Person	48,111	(925.21) 23.13	50,179	(964.98) 24.12	52,217	(1,004.17) 25.10
Intermediate Printer/ Bindery Person	52,829	(1,015.94) 25.40	54,950	(1,056.73) 26.42	57,062	(1,097.35) 27.43
Food Service Assistant - Group Leader					49,176	27.02
Food Service Assistant					45,690	25.10
Interior Finisher					73,440	

Chart "1", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2024
(Updated June 20, 2024 due to Bill 124 Remedy)

FACILITIES SERVICES DEPARTMENT

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Custodian	56,516	(1,086.85) 27.17	58,704	(1,128.92) 28.22	60,838	(1,169.96) 29.25
In School Replacement	56,516	(1,086.85) 27.17	58,704	(1,128.92) 28.22	60,838	(1,169.96) 29.25
<u>Head Custodian</u>						
Category 01 Less than 35,000 sq. ft.	58,159	(1,118.44) 27.96	61,307	(1,178.98) 29.47	64,450	(1,239.42) 30.99
Category 02 35,000 - 65,000 sq. ft.	59,554	(1,145.27) 28.63	62,707	(1,205.90) 30.15	65,865	(1,266.63) 31.67
Category 03 65,000 – 175,000 sq. ft.	61,091	(1,174.83) 29.37	64,584	(1,242.00) 31.05	68,026	(1,308.19) 32.70
Category 04 + 175,000 sq.ft.	63,470	(1,220.58) 30.51	67,029	(1,289.02) 32.23	70,537	(1,356.48) 33.91
<u>Night Head Custodian</u>						
Category 1 Less than 200,000 sq. ft.	58,159	(1,118.44) 27.96	61,307	(1,178.98) 29.47	64,450	(1,239.42) 30.99
Category 02 + 200,000 sq. ft.	59,554	(1,145.27) 28.63	62,707	(1,205.90) 30.15	65,865	(1,266.63) 31.67
<u>Building Leadhand</u>						
Category 01 130,000 - 175,000 sq. ft.	70,565	(1,357.02) 33.93	71,259	(1,370.37) 34.26	71,910	(1,382.88) 34.57
Category 02 + 175,000 – 200,000 sq. ft.	72,304	(1,390.46) 34.76	72,952	(1,402.92) 35.07	73,602	(1,415.42) 35.39
Category 03 + 200,000	72,898	(1,401.88) 35.05	73,672	(1,416.77) 35.42	75,338	(1,448.81) 36.22
School Attendant	42,497	23.35	45,009	24.73	47,520	26.11

Chart "2", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2024
(Updated June 20, 2024 due to Bill 124 Remedy)

MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE DEPARTMENTS

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Preventive Mtce.	68,366	(1,314.73)	72,699	(1,398.06)	77,015	(1,481.06)
Mech. – Leadhand/Floor Care Equipment Technician		32.87		34.95		37.03
Preventive Mtce.	65,718	(1,263.81)	70,046	(1,347.04)	74,326	(1,429.35)
Mech.		31.60		33.68		35.73
Maintenance "A"	59,547	(1,145.13)	62,944	(1,210.46)	66,339	(1,275.75)
		28.63		30.26		31.89
Maintenance Clerk	49,215	(946.44)	52,110	(1002.12)	55,001	(1,057.71)
		27.04		28.63		30.22
Storeperson Driver - I	58,224	(1,119.69)	61,528	(1,183.23)	64,838	(1,246.88)
		27.99		29.58		31.17
Storeperson Driver - Leadhand	60,960	(1,172.31)	64,221	(1,235.02)	67,487	(1,297.83)
		29.31		30.88		32.45
Carpenter, Welder, Electrician, Plumber, Small Engine Repair Mechanic, Refrigeration Mechanic & Heating Ventilation, Airconditioning and Refrigeration Controls Technician Fire Alarm Technician					89,736	(1,725.69)
						43.14
Outdoor Grounds Worker					68,902	(1,325.04)
						33.13
Grounds and Transportation - Leadhand					69,562	(1,337.73)
						33.44
Locksmith and Plasterer Mason					83,605	(1,607.79)
						40.19
Technical Repair Person 1					75,520	(1,452.31)
						36.31
Technical Repair Person 2					66,339	(1,275.75)
						31.89

Chief Technical Repair
Person

83,605 (1,607.79)
40.19

Chart "2", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2024
(Updated June 20, 2024 due to Bill 124 Remedy)

MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE
DEPARTMENTS (continued)

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Heating Technician - 1					83,605	(1,607.79) 40.19
Heating Technician - 2					76,532	(1,471.77) 36.79
Inventory/Warehouse Clerk	56,516	(1,086.85) 27.17	58,704	(1,128.92) 28.22	60,838	(1,169.96) 29.25
Digital Equipment Operator Leadhand					73,602	(1,415.42) 35.39
Digital Equipment Operator					69,562	(1,337.73) 33.44
Printer	59,676	(1,147.62) 28.69	61,840	(1,189.23) 29.73	63,957	(1,229.94) 30.75
Bindery Person	50,191	(965.21) 24.13	52,259	(1004.98) 25.12	54,297	(1,044.17) 26.10
Intermediate Printer/ Bindery Person	54,909	(1,055.94) 26.40	57,030	(1,096.73) 27.42	59,142	(1,137.35) 28.43
Food Service Assistant - Group Leader					50,996	28.02
Food Service Assistant					47,510	26.10
Interior Finisher					75,520	

Chart "1", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2025
(Updated June 20, 2024 due to Bill 124 Remedy)

FACILITIES SERVICES DEPARTMENT

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Custodian	58,596	(1,126.85) 28.17	60,784	(1,168.92) 29.22	62,918	(1,209.96) 30.25
In School Replacement	58,596	(1,126.85) 28.17	60,784	(1,168.92) 29.22	62,918	(1,209.96) 30.25
<u>Head Custodian</u>						
Category 01 Less than 35,000 sq. ft.	60,239	(1,158.44) 28.96	63,387	(1,218.98) 30.47	66,530	(1,279.42) 31.99
Category 02 35,000 - 65,000 sq. ft.	61,634	(1,185.27) 29.63	64,787	(1,245.90) 31.15	67,945	(1,306.63) 32.67
Category 03 65,000 – 175,000 sq. ft.	63,171	(1,214.83) 30.37	66,664	(1,282.00) 32.05	70,106	(1,348.19) 33.70
Category 04 + 175,000 sq.ft.	65,550	(1,260.58) 31.51	69,109	(1,329.02) 33.23	72,617	(1,396.48) 34.91
<u>Night Head Custodian</u>						
Category 1	60,239	(1,158.44)	63,387	(1,218.98)	66,530	(1,279.42)
Less than 200,000 sq. ft.		28.96		30.47		31.99
Category 02 + 200,000 sq. ft.	61,634	(1,185.27) 29.63	64,787	(1,245.90) 31.15	67,945	(1,306.63) 32.67
<u>Building Leadhand</u>						
Category 01	72,645	(1,397.02)	73,339	(1,410.37)	73,990	(1,422.88)
130,000 - 175,000 sq. ft.		34.93		35.26		35.57
Category 02	74,384	(1,430.46)	75,032	(1,442.92)	75,682	(1,455.42)

+ 175,000 – 200,000 sq. ft.		35.76		36.07		36.39
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Category 03

+ 200,000	74,978	(1,441.88)	75,752	(1,456.77)	77,418	(1,488.81)
		36.05		36.42		37.22
School Attendant	44,826	24.35	47,348	25.73	49,850	27.11

Chart "2", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2025
(Updated June 20, 2024 due to Bill 124 Remedy)

MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE DEPARTMENTS

<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>6 MONTH</u>		<u>MAXIMUM</u>	
Preventive Mtce. Mech. – Leadhand/Floor Care Equipment Technician	70,446	(1,354.73)	74,779	(1,438.06)	79,095 (1,521.06)
		33.87		35.95	38.03
Preventive Mtce. Mech.	67,798	(1,303.81)	72,126	(1,387.04)	76,406 (1,469.35)
		32.60		34.68	36.73
Maintenance "A"	61,627	(1,185.13)	65,024	(1,250.46)	68,419 (1,315.75)
		29.63		31.26	32.89
Maintenance Clerk	51,295	(986.44)	54,190	(1,042.12)	57,081 (1,097.71)
		28.18		29.77	31.36
Storeperson Driver - I	60,304	(1,159.69)	63,608	(1,223.23)	66,918 (1,286.88)
		28.99		30.58	32.17
Storeperson Driver - Leadhand	63,040	(1,212.31)	66,301	(1,275.02)	69,567 (1,337.83)
		30.31		31.88	33.45
Carpenter, Welder, Electrician, Plumber, Small Engine Repair Mechanic, Refrigeration Mechanic & Heating Ventilation, Airconditioning and Refrigeration Controls Technician Fire Alarm Technician					91,816 (1,765.69)
					44.14
Outdoor Grounds Worker					70,982 (1,365.04)
					34.13
Grounds and Transportation - Leadhand					71,642 (1,377.73)
					34.44
Locksmith and Plasterer Mason					85,685 (1,647.79)
					41.19

Technical Repair Person 1	77,600	(1,492.31) 37.31
Technical Repair Person 2	68,419	(1,315.75) 32.89
Chief Technical Repair Person	85,685	(1,647.79) 41.19

Chart "2", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE - SEPTEMBER 1, 2025
(Updated June 14, 2024 due to Bill 124 Remedy)

MAINTENANCE SERVICES, PRINT SHOP, PURCHASING, L.T.S.S. AND FOOD SERVICE
DEPARTMENTS (continued)

<u>JOB TITLE</u>	<u>MINIMUM</u>		<u>6 MONTH</u>		<u>MAXIMUM</u>	
Heating Technician - 1					85,685	(1,647.79) 41.19
Heating Technician - 2					78,612	(1,511.77) 37.79
Inventory/Warehouse Clerk	58,596	(1,126.85) 28.17	60,784	(1,168.92) 29.22	62,918	(1,209.96) 30.25
Digital Equipment Operator					75,682	(1,455.42)
- Leadhand						36.39
Digital Equipment Operator					71,642	(1,377.73) 34.44
Printer	61,756	(1,187.62) 29.69	63,920	(1,229.23) 30.73	66,037	(1,269.94) 31.75
Bindery Person	52,271	(1,005.21) 25.13	54,339	(1,044.98) 26.12	56,377	(1,084.17) 27.10
Intermediate Printer/ Bindery Person	56,989	(1,095.94) 27.40	59,110	(1,136.73) 28.42	61,222	(1,177.35) 29.43
Food Service Assistant - Group Leader					52,816	29.02
Food Service Assistant					49,330	27.10
Interior Finisher					77,600	

This Collective Agreement

Signed at Mississauga this 12th day of October 2023

For the Board:

Heidi Thompson
[Signature]
[Signature]
[Signature]

For the Union:

Elaine
[Signature]
[Signature]
R. Brown
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

'Schedule B'



CUPE

GRIEVANCE FORM

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Date: June 23, 2005

Revise and Issue: October 12, 2023

Memo to: Superintendents, Principals of Secondary Schools, Principals of Elementary Schools,
Facilities Managers, Members of C.U.P.E. Local 2544

Re: School Painting

This is a reminder that a letter of intent was agreed to by The Peel District School Board and C.U.P.E. Local 2544 some years ago as follows:

LETTER OF INTENT

It is the Intent of the Board to advise Principals and Superintendents that major requirements for painting should be referred to the Facilities Managers.

It is further the intent of The Board to advise the Superintendents and Principals that the painting requirements for Custodians will generally include such areas as outside doors, boiler room floors, fan room floors, conditioning gym floors and existing parking lot lines.

Any further clarification you may need on this matter should be sought from the Facilities Managers.

It has come to our attention that this agreement is not being upheld in some locations within the system. Would you please ensure that the custodial staff are not requested to do any painting beyond these parameters. The Facilities and Transportation Support Services department will not be approving any expenditure of funds for any paint supplies that do not meet these guidelines.

Jaspal Gill
Associate Director of
Operations and Equity of Access

Thomas Tsung
Controller of Facilities and
Environmental Support Services

LETTER OF INTENT

RE: MAINTENANCE SERVICES DELIVERY MODEL

At recent collective bargaining negotiations, the parties agreed that in the event a change to the maintenance services delivery model is being considered by the Board, the Board will consult with the Union with regards to the potential impact to maintenance employees. In the event consultation is required, the Board will convene a committee comprised of three (3) representatives of the Board and three (3) representatives of the Union to discuss the impacts.

Where the Union wishes to provide ideas for consideration regarding the maintenance services delivery model, the Union may present those ideas to the Assistant Controller, Maintenance Services at the Labour Management Committee.

LETTER OF INTENT

RE: JOB EVALUATION

At recent collective bargaining negotiations, the Union raised the issue of job evaluation. The Board agreed to meet with the Union during the term of the Agreement to discuss the issue of job evaluation.

LETTER OF INTENT

RE: UNION SECURITY

At recent collective bargaining negotiations, the Union raised concerns regarding the use of contracted services by school locations. The Board agreed that it would establish a committee comprised of three (3) representatives of the Board and three (3) representatives of the Union, plus appropriate resources, to review these concerns. The Parties agreed to have their first meeting no later than October 2005.

LETTER OF INTENT

RE: CASUAL EMPLOYEES

At recent collective bargaining negotiations, the Union requested information from the Board regarding the use of casual employees, the Board agreed that it would produce a list of all hours worked by casual employees for each month and forward the list electronically to the Union.

LETTER OF INTENT

RE: FACILITIES STAFFING PROTOCOLS

At recent collective bargaining negotiations, the parties agreed that in the event a change to the existing Facilities Services staffing levels due to funding adjustments, the Board will consult with the Union in regards to the potential impact to Facilities employees through a committee of up to three (3) representatives of the Board and up to three (3) representatives of the Union, plus an appropriate resources required to review the impacts.

LETTER OF UNDERSTANDING

- 1) This will confirm the Board's intention to provide a copy of its Leaves Policy to new hires and to update all bargaining unit members when a change is made.
- 2) During the heating season in schools with oil or gas fired boilers, if the Board requires a custodian and/or maintenance employee to perform work on a Saturday, Sunday or a statutory holiday, the Board will call in a custodian and/or maintenance employee in accordance with the provisions of Schedule "A" - Custodial Services Department (b)(i) and/or (ii) and/or the provisions of Schedule "A" - Maintenance Services, Print Shop, Purchasing, L.T.S.S. & Food Service Department (c)(i) and/or (ii) as may be applicable.

1. TRUST UNDERSTANDING

1.1

Peel District School Board

(hereafter called "the Board")

1.2

U.P.E. Loc 12544

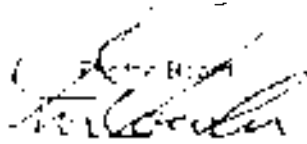
(hereinafter called "the U.P.E.")

1.3 The Board and the U.P.E. have entered into a collective agreement which provides for the representation of the Board by the U.P.E. in the Board's negotiations with the Board.

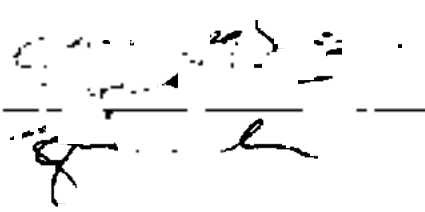
The Board agrees that the U.P.E. shall have the right to participate in the Board's negotiations with the Board, and that the Board shall not enter into any agreement with the Board without the consent of the U.P.E. The Board also agrees that the U.P.E. shall have the right to participate in the Board's negotiations with the Board, and that the Board shall not enter into any agreement with the Board without the consent of the U.P.E.

The parties agree that they will negotiate in good faith and will not engage in any conduct which would constitute a breach of the collective agreement. The Board also agrees that the U.P.E. shall have the right to participate in the Board's negotiations with the Board, and that the Board shall not enter into any agreement with the Board without the consent of the U.P.E.

DATED at Mississauga, Ontario 7th August, 1977



For the



LETTER OF UNDERSTANDING

RE: STAFFING FUNDING ENHANCEMENT FOR 2009-10 **CUSTODIAL/MAINTENANCE STAFF (SCHOOL OPERATIONS)**

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square meter by \$1.41;

WHEREAS the Government will require that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/Maintenance/Skilled Trades Staff;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share (approximately \$2.5 million) in the following order:

- 1) Offset staff reductions in Custodial/Maintenance/Skilled Trades Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- 2) Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades Staff in 2009-10.

The Board shall share the financial analysis and calculations of this allocation with the Union. For information purposes only, the full-time equivalent (f.t.e.) for C.U.P.E. Local 2544 as of May 27th, 2008 was 1063.46 f.t.e.

The Parties agree to establish a Joint Staffing Funding Enhancement Committee comprised of up to three (3) representatives of the Union and up to three (3) representatives of the Board, plus appropriate resources. The Committee will commence its deliberations no later than sixty (60) days following the date of ratification.

The Committee shall be responsible for reviewing and determining the staffing funding enhancements in paragraph 2) above. It is understood that the total amount used for the staffing funding enhancements shall not exceed the Board's share of this new allocation.

In determining the additional unionized staff, the Committee will review the trades classifications in the Collective Agreement including: Electrician, Preventative Maintenance, Plumber, Heating and Pneumatic Control Technician, Carpenter, Maintenance A, Painter, Landscape Gardener, Small Engine Repair Mechanic, Locksmith, Plasterer Mason, and Welder. In addition, the Committee will also review Inventory/Warehouse Clerk, Storesperson Driver, auto scrubber repair, glaziers (window repair) and vacuum/buffer repair.

LETTER OF UNDERSTANDING

RE: OMERS CONTRIBUTORY EARNINGS

The Parties agreed that this Letter of Understanding is for information purposes only and is not grievable.

As a reference for employees, the Parties have agreed to include the definition of contributory earnings under the OMERS Pension Plan, as amended from time to time. For more information, employees may access the OMERS website at www.omers.com.

Definition of Contributory Earnings:

Contributory earnings must include all regular recurring earnings for all plan members including the following:

- 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;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when 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 of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence 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 members pension will begin on the first day of the month following the revised retirement date.

LETTER OF UNDERSTANDING

RE: IN-SCHOOL REPLACEMENTS

At recent collective bargaining negotiations, the parties agreed that where an In-School Replacement replaces a Custodian at any time during their shift, the employee shall be paid at the Custodian rate for their full shift.

LETTER OF UNDERSTANDING

RE: FOOD SERVICES ASSISTANT

At recent collective bargaining negotiations, the parties discussed the need to establish an ad hoc committee to discuss summer work options in Facilities Services for Food Services Assistants.

The Parties will each have two (2) representatives on the process committee. The Parties will meet up to three times per year. Any recommendations from the Parties will be presented to the Controller of Facilities Services and Executive Officer of Human Resources.

LETTER OF UNDERSTANDING

RE: SHORT TERM PAID LEAVE INDIGENOUS EMPLOYEES

Short term paid leave of five (5) days per school year shall be provided to Indigenous employees to use existing short term paid leave derived from three (3) paid Creed Observance Days and two (2) paid Family Responsibility days for the 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.

MEMORANDUM OF SETTLEMENT

BETWEEN
THE PEEL BOARD OF EDUCATION (BOARD)
AND
CUPE AND ITS LOCAL 2544 (UNION)

RE: GRIEVANCES 19-96, 21-96, 22-96, 23-96, 24-96, 62-96, 63-96, 65 to 71-96 inclusive and 76-96, and all other grievances by individual school attendants related to the issues in Grievance 21-96 (29 to 36-96 inclusive; 38 to 54-96 inclusive; and 56 to 57-96 inclusive).

At the request of arbitrator, Mr. Mitchnick, the Parties entered into settlement discussions which resulted in this Memorandum of Settlement. The Board and Union hereby agree to settle the above-noted grievances on the following terms based on the facts to date:

If, in the future, the Board considers it necessary to effect a temporary layoff of custodial staff without a total shutdown, casuals shall be laid off first, and then any necessary temporary layoff of custodial staff shall be in reverse order of seniority. In consideration of this, it is understood that the Board shall have the necessary flexibility to temporarily transfer during this layoff any employee who is retained to ensure that the necessary tasks can be carried out in each location. In making the transfer decisions, the Board will take into account the availability of public and private transportation for the employee to be transferred but in no event will an employee be transferred beyond the municipality of the employee's home location or the adjacent municipality except by mutual consent.

Dated at Toronto this 27 day of November, 1996

Peter Torchia
Union

M.A. Fowler
Employer

LETTER OF UNDERSTANDING

RE: FLOATER CUSTODIAN MILEAGE

At recent collective bargaining negotiations, the parties agreed to amend the practice of payment of mileage paid to Floater Custodians to comply with the Board's Travel and Mileage reimbursement policy and Revenue Canada guidelines. The current practice will remain in place until June 30, 2016 for existing Floater Custodians as of January 12, 2016.

- Mileage is paid, to the Floater Custodian, from the Floater Custodian's home to their first work location or if the employee does not live in Peel, from the Peel District School Board border to the employee's first work location.
- Mileage is then paid to the Floater Custodian for any travel between Board locations during the course of the work day.
- Mileage is not paid to the Floater Custodian to return home from the employee's last work location of the day.

Effective July 1, 2016 the revised process is as follows:

- Each Floater Custodian will be assigned to a "home location" at one of the Board's secondary schools in the area which they support.
- Mileage is paid, to the Floater Custodian, from the Floater Custodian's assigned home location to their first work location.
- Mileage is then paid to the Floater Custodian for any travel between Board locations during the course of the work day.
- Mileage is not paid to the Floater Custodian to return home from the employee's last work location of the day

Effective commencing February 1, 2016 all Floater Custodian postings will indicate the area and assigned secondary school location.

LETTER OF UNDERSTANDING

RE: PERMITS

At recent collective bargaining negotiations, the Board agreed that it will provide a Board location to the union for ratification purposes and for the annual children's Christmas party. The Union's permit will be staffed with one (1) custodian and the Board will not charge the union for any permit charges.

LETTER OF UNDERSTANDING

RE: ELECTRONIC PROCESSES

At recent collective bargaining negotiations, the parties discussed the need to transition to electronic processes for the job posting process. It was agreed that effective July 1, 2016 or on a date as agreed by the Electronic Processes Committee, all postings shall be posted electronically on the Board's internal job board and all communications regarding job postings be sent electronically to employees.

The Board will convene a committee comprised of three (3) members of the Bargaining Unit and up to three (3) representatives of the Board to discuss the timing, implementation and general requirements for employees to transition to the electronic job posting process. Other resources to support the work of this committee will be provided as necessary. The committee will consider the implementation requirements for the electronic processes which may include, but are not limited to, training requirements and technological requirements. The committee will commence meetings by February 15, 2016 and will complete its work by April 30, 2016 unless otherwise agreed by the committee.

The parties agree to renew this Letter of Understanding effective September 24, 2019. The committee will continue to meet until the work is completed unless otherwise agreed by the committee.

LETTER OF UNDERSTANDING

Between:

Peel District School Board
(hereinafter called "the Board")
- and -

C.U.P.E. Local 2544
(hereinafter called "the Union")

(collectively the "parties")

Re: School Attendant Additional Hours

In an attempt to provide opportunities for School Attendants to obtain additional hours, the parties agree as follows:

1. School Attendants shall be allowed to exceed 4.75 hours per day to a maximum of 7 hours per day on a temporary basis for the purposes of covering:
 - Absent School Attendants
 - Vacant positions (on a temporary basis)
 - Locations that have less than 3.5 School Attendant hours when all School Attendant positions are filled
 - Special cleaning requirements
2. All School Attendant work, including additional hours beyond 4.75 hours, shall be paid at the School Attendant rate of pay;
3. Common Area Washroom cleaning and portables will be considered a Custodian function;
4. The maximum number of hours on a permanent School Attendant posting shall be 4.75 hours per day;
5. The minimum number of hours on a permanent School Attendant posting shall be 3.5 hours per day; and
6. The parties also agree that this Letter of Understanding does not change the parties understanding that School Attendants and Custodian are different job classifications and as such are appropriately paid differently.

LETTER OF UNDERSTANDING

Between:

Peel District School Board
(hereinafter called "the Board")
- and -

C.U.P.E. Local 2544
(hereinafter called "the Union")

(collectively the "Parties")

Re: Acting Lists - Schedule "A" - Preventative Maintenance Mechanic Leadhand, Locksmith,
Food Service Assistant, Maintenance "A", Interior Finisher, Outdoor Worker and Small Engines
Mechanic

In establishing the acting lists for Preventative Maintenance Mechanic Leadhand, Locksmith, Food Service Assistant and Maintenance "A" under Schedule "A"-Maintenance Services, Print Shop, Purchasing, L.T.S.S. and Food Services Department, Article i), the Parties agree that after successfully applying to their respective acting list, individual employees may re-apply to and remain on the acting list from year to year without having to rewrite any tests or undergo any interviews.

In addition to the positions listed in Article i), the Parties agree to the same process for the positions of Interior Finisher and Outdoor Worker, and Small Engines Mechanic.

This exemption from testing and interviews to remain on the acting list from year to year will remain in effect until such time as the requirements for the position are changed or amended, at which such time, employees who re-apply to the acting list will be required to write any new test and participate in the interview process.

Dated at Mississauga this 24th day of September 2019.

LETTER OF UNDERSTANDING

Between:

Peel District School Board
(hereinafter called "the Board")

- and -

C.U.P.E. Local 2544
(hereinafter called "the Union")

(collectively the "Parties")

Re: Casual Customians

The Parties agree that the following provisions shall apply to all casual customians employed by the Board and the Union, and shall be subject to the following conditions:

All casual customians must comply with the Board's Customians and Labor Relations and Employment Policies.

2. Casual customians shall be employed on a maximum of 12 months.

3. Casual customians shall be employed on a temporary basis as per the Board's Policy on Casual Customians, Chapter 2, Article A.

4. Casual customians shall be permitted to work scheduled shifts.

5. Casual customians shall be permitted to work on a long-term assignment for a maximum of 12 months. The Board shall have the right to assign casual customians to long-term assignments.

6. Casual customians shall be permitted to work as a substitute for a regular employee.

7. The Parties agree that the Board shall have the right to assign casual customians to long-term assignments for a maximum of 12 months.

Date of Mississauga at the 11th of September, 1918.

For the Board:

the Clerk:

[Handwritten signatures and marks]

LETTER OF UNDERSTANDING

Between:

Peel District School Board

(hereinafter called "the Board")

- and -

C.U.P.E. Local 2544

(hereinafter called "the Union")

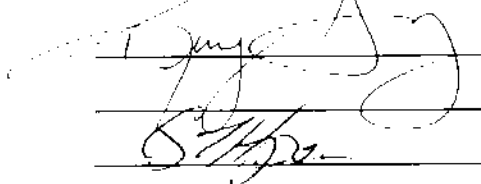
Re: Seniority List

The parties agree that:

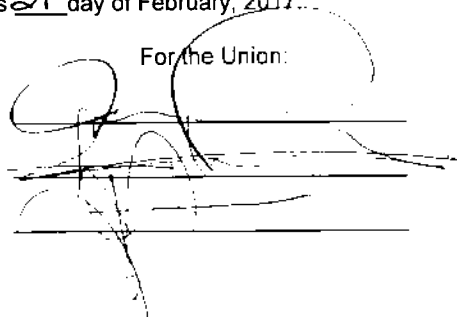
1. The Board will maintain two (2) separate seniority lists, a permanent/probationary seniority list and a casual seniority list;
2. The permanent/probationary seniority list will be released electronically as per Article 8.04 a). The Bargaining Unit will advise the Board within ten (10) working days of any discrepancies as per Article 8.04 b);
3. Probationary employees will be identified on the seniority list with a notation of 'P'. Probationary employees will not have any seniority standing until they have completed their probationary period as per Article 8.02 a);
4. Employees who temporarily take an acting position outside the bargaining unit as per Article 8.11 a), will have their seniority adjusted upon return to the bargaining unit. Should the new seniority placement on the list result in a tie with another employee(s), they will be placed on the seniority list below those employee(s);
5. The casual seniority list will be released electronically as of September 1st each year;
6. Employees newly hired to the casual list with the same seniority date will have the tie broken through an electronic tie breaker and be provided with their relative seniority at orientation. The relative seniority order of these employees will be maintained upon hire to a probationary position;
7. Should an employee fail to attend the orientation session, that employee will be removed from their place on the seniority list and all others scheduled at that session will have seniority ranks adjusted accordingly;
8. Casual employees hired to a probationary position with the same start date will be placed on the seniority list with the same relative seniority from the casual list.

Dated at Mississauga this 21st day of February, 2017.

For the Board:

A handwritten signature in black ink, appearing to be "T. Jones", written over three horizontal lines.

For the Union:

A handwritten signature in black ink, appearing to be "R. [unclear]", written over three horizontal lines.

LETTER OF INTENT

RE: ACTING ASSIGNMENTS AND OVERTIME

At recent collective bargaining negotiations, the parties discussed the need for a consistent practice regarding when overtime is paid in an acting assignment. The Board agreed that it would establish an ad-hoc Committee comprised of three (3) representatives from the Board and three (3) representatives from the Union whose mandate it will be to develop a consistent practice to compensation employees for all hours work in an acting assignment inclusive of overtime.

The Committee will commence meetings by November 15, 2019 and will complete its work by April 15, 2020 unless otherwise agreed by the Committee.

LETTER OF INTENT

RE: OVERPAYMENTS

At recent collective bargaining negotiations, the parties discussed the issue of overpayments. The Board agreed that it would establish an ad-hoc Committee comprised of three (3) representatives from the Board and three (3) representatives from the Union whose mandate it will be to develop a consistent practice for recovering funds when an employee in CUPE 2544 is overpaid.

The Committee will commence meetings by November 15, 2019 and will make a recommendation to the Director's Office by May 15, 2020 unless otherwise agreed by the Committee.

LETTER OF INTENT

RE: CONDITIONING OF HARDWOOD FLOORS

At recent collective bargaining negotiations, the parties discussed the Letter of Intent Re: School Painting, specifically the conditioning of gym floors. The parties agree to meet and discuss the issue of the conditioning of hardwood floors in school buildings. The intent of the meeting(s) will be to determine the provisions of those services by the bargaining unit. The outcome of the work will be included in the Letter of Intent Re: School Painting, and such Letter of Intent will be updated and reissued.

HISTORICAL COLLECTIVE AGREEMENT LANGUAGE

The following articles contain historical language from the 2012-2014 Collective Agreement that were replaced during 2014-2017 collective bargaining. They have been included for reference purposes only and are no longer applicable.

ARTICLE 14 - LEAVES OF ABSENCE

14.04 a) An employee granted a Pregnancy Leave or Parental Leave in accordance with the provisions of the Employment Standards Act pursuant to the Board's Leaves Policy shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved S.E.B. Plan provided that the employee:

- i) is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and**
- ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.**

The plan will pay:

- a) during the two (2) week waiting period for pregnancy or parental benefits under E.I. regulations, 95% of the employee's normal weekly insurable earnings;**
- b) effective September 1, 2005, during the six (6) weeks immediately following the birth of a child, the child's natural mother shall be eligible for 100% of her normal weekly earnings minus the E.I. benefits the employee receives in respect of that period. For further clarity, the combined level of E.I. benefits, S.E.B. payments and other earnings shall not exceed 100% of the employee's normal weekly earnings. Where this benefit period overlaps with the period described in clause A), this benefit shall be provided; and**
- c) if an employee is not eligible for E.I. and supplementary employment benefits under clause B), the employee may apply for sick leave benefits in accordance with Article 16 in respect of the six (6) week period immediately following the birth of her child.**

HISTORICAL COLLECTIVE AGREEMENT LANGUAGE (Continued)

The following articles contain historical language from the 2012-2014 Collective Agreement that were replaced during 2014-2017 collective bargaining. They have been included for reference purposes only and are no longer applicable.

ARTICLE 14 - LEAVES OF ABSENCE (Continued)

No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10 month employment). The supplementary plan shall be subject to approval by E.I.C.

- b) The pay and benefits provided for in Article 14.03, 14.04, and 18.05 shall be the only entitlements for pay and benefits of employees on Pregnancy Leave or Parental Leave.

ARTICLE 16 - SICK LEAVE

- 16.01 Employees will be entitled to accumulate sick leave at the rate of two (2) days per month of service. At no time, however, shall such sick leave exceed the maximum accumulation of 320 days.
- 16.02 For absence in excess of five (5) consecutive working days, the employee shall provide medical evidence verifying the illness. The Board may require an employee to produce a medical certificate as proof of illness of any duration. Such request must normally be made prior to the employee's return to work.
- 16.04 In the case of injury which is covered by the Workplace Safety and Insurance Board, employees will be paid their wages in full by the Board up to a maximum of nine (9) months from the time of the injury and the Board will receive compensation for wages awarded by the Workplace Safety and Insurance Board.
- 16.05 Where an employee has used all of his/her accumulated sick leave, no further sick leave may be accumulated until the employee returns to active employment.