

COLLECTIVE AGREEMENT

between

THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1369. C.L.C.**

(2008-2012)

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PREAMBLE

In adherence to the philosophy of Catholic Education, employees of the Sudbury Catholic District School Board are encouraged to direct their school taxes to the separate school system.

ARTICLE 1 - PURPOSE

The purpose of the Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide a process for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - SCOPE

The Scope of this agreement shall apply to all employees of the Sudbury Catholic District School Board of the Warehousing, Operations and Facility Management staff save and except Forepersons, persons above the rank of Forepersons, Office Staff, students employed during the summer, Christmas and mid-winter holidays and educational work placements.

ARTICLE 3 - UNION RECOGNITION

3.01 - Bargaining Agent

The Board hereby recognizes CUPE and its Local 1369 as the sole Collective Bargaining Agent for all employees covered by Article 2 - Scope, in respect to hours of work, wages and all other conditions pertaining to this Agreement.

3.02 - No Discrimination

There shall be no discrimination or intimidation by the Board or the Union against any employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, mental or parental status, family relationship, place of residence, disability or in accordance with the Ontario Human Rights Code, nor by reason of membership or activity in the Union.

3.03 - Employees Defined

- (1) A full-time employee is an employee who is regularly employed for more than twenty-four (24) hours per week.
- (2) A part-time employee is an employee who is regularly employed for twenty-four (24) hours or less per week and subject to the terms of Schedule "E".
- (3) A full-time temporary employee is an employee working more than twenty-four (24) hours per week on a regular basis for a specified duration not to exceed six (6) months, within the Facility Management Division for purposes of Capital Renovation Projects and subject to the terms of Schedule "F". Such term shall not be extended without the written agreement of the employer, the employee and the union.
- (4) A casual employee is an employee who is not regularly scheduled and is called on an as required basis, and will not regularly work more than 24 hours/week and subject to the terms of Schedule "D".

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 - Workforce

The Union agrees that the Board has the right, subject to the terms and provisions of this Agreement, to manage all departments, to direct the forces, to hire, promote, demote, transfer, lay-off, suspend, discipline or discharge employees for just cause.

4.02 - Functions

The Board agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of the employee to lodge a grievance as set forth herein.

4.03 - Certificate Requirement

The Union agrees that the Board has the right to require from the employees covered by this Agreement, a certificate of medical fitness from a Doctor mutually agreed upon. The cost of such examination to be borne by the Board.

4.04 - Regulations

The Union agrees that the Board has the right to make and alter from time to time rules and regulations to be observed which are not inconsistent with the provisions of this Agreement.

4.05 - Discipline

The official personnel file of an Employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action including letters

of reprimand or any adverse reports. It is understood that the twenty-four (24) months begins from the date of the incident or occurrence.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.00 - Definitions

- (1) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, and is identified as one of the following:
 - (a) An individual grievance is a grievance lodged on behalf of one member of the Union.
 - (b) A group grievance is a grievance lodged on behalf of two or more members by the Union upon a common issue.
 - (c) A policy grievance is a grievance lodged by either party, other than under (a) or (b) above.
- (2) A party is:
 - (a) the Union
 - (b) the Board
- (3) A member is an employee of the Board who is a member of CUPE Local 1369 as defined in Article 2.
- (4) Days shall mean Board business days unless otherwise stated.

5.01 - Terms

The Board and the Union agree that the prompt and effective settlement of grievances is desirable and both parties agree to expedite such settlements. Therefore, both parties agree to adjust any complaints or grievances through the regularly constituted Grievance Procedure hereinafter set forth.

5.02 - Work Stoppage

In the event of any dispute or grievance arising between the Board and the Union, there shall be no suspension of work on the part of the Board or employee on account of such dispute or grievance. Grievances shall not be discussed when individual or group stoppages occur until the employee or employees participating return to work.

5.03 - Complaint

It is the mutual desire of the Parties hereto that complaints of employees be adjusted as

quickly as possible. Therefore, an employee's complaint may be taken up verbally by the employee affected with his/her immediate Supervisor/designate within three (3) working days.

Employees shall be accompanied by their Steward unless they do not wish a Steward present. The Immediate Supervisor/designate shall give a verbal answer within three (3) working days from the date the complaint was lodged.

5.04 - Grievance

It is agreed that an employee has no grievance unless the First Step of the Grievance Procedure has been taken within fifteen (15) working days from the time such grievance arose.

5.05 - Steps

The steps to be taken in the Grievance Procedure shall be as follows:

- (1) In this the First Step, the written grievance shall be discussed between the Superintendent of Employee Relations or designate who may be accompanied by another Board designate, the grieving employee or employees concerned together with a Steward within fifteen (15) working days from receipt of the written grievance. The Superintendent of Employee Relations or designate shall reply in writing to the Union within ten(10) days of the meeting. The Step 1 meeting will include the grievor(s), up to two (2) CUPE representatives and up to three (3) Board representatives.
- (2) If a satisfactory settlement is not reached at Step 1, the Union may request within ten(10) days of the receipt of the reply of the Superintendent of Employee Relations or designate that the grievance be referred to the Director of Education for a meeting within ten (10) days of receipt of such request.
- (3) In this, the Second Step, the Director of Education shall meet with the grieving employee or employees accompanied by a Steward and a CUPE Representative. The Director of Education shall advise the Union in writing of his/her decision within ten (10) days following the meeting.
- (4) If the reply of the Director of Education is not satisfactory and the Union wishes to proceed in the grievance procedure, then within ten (10) working days after the receipt of the Director of Education's decision, the Union shall advise the Board through the Superintendent of Employee Relations or designate in writing of its intention to refer the case to Arbitration. The notice shall contain the name of the Union's Nominee to the Arbitration Board. Alternatively, either party may invoke the provisions of Section 49 of the Ontario Labour Relations Act.

Notwithstanding the above, where the reply of the Director of Education is not satisfactory and the employment relationship is in jeopardy, the Union may request in writing that the matter be referred to the Committee of the Whole Board.

The Board of Trustees shall meet with the grieving employee or employees accompanied by a Steward and a CUPE Representative at its next regular meeting or special meeting called for the purpose. The Superintendent of Employee Relations or designate shall advise the Union of the Board of Trustees' decision in writing within five (5) days of the meeting.

If a satisfactory settlement is not reached, the Union may continue through the arbitration process as herein described in 5.05 (4).

- (5) Superintendent of Employee Relations or designate, shall within five (5) working days of the receipt of the notice, advise the Union of the Board's nominee.
- (6) The two appointees shall within five (5) working days of the appointment of the second, nominate a third party who shall be the Chairperson. In the event of their failure to select a third party, the Minister of Labour for Ontario shall select a third party.
- (7) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. Such decision shall be final and binding upon the Board and the Union, but shall not have the effect of altering or annulling any part of this Agreement.
- (8) The Board and the Union shall pay the costs of their own appointees and shall share equally the cost of the third member.

5.06 - Policy Grievance

A policy grievance as defined in Article 5.00 (1) shall be originated at Step 1 within ten (10) working days following the circumstances giving rise to the complaint or grievance.

5.07 - Time Lines

- (1) Either Party may extend the time limits outlined at the various steps of the grievance procedure by ten (10) working days by advising the other Party accordingly and in writing.
- (2) Any extension in excess of the ones invoked in 5.07 (1) above may be extended by written agreement between the Superintendent of Employee Relations or designate and the Union.

5.08 - Leave for Representatives

Subject to the approval of the appropriate supervisor, representatives of the employees

shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the Supervisory Personnel of the Board, for the purpose of investigation, consideration, and adjustment of grievances, or any other business pertaining to this Collective Agreement.

The Union will endeavour to ensure this provision is limited to two (2) employees at one time, with a maximum of one (1) from the Maintenance/Warehouse Department.

5.09 - Responses

Replies to grievances shall be in writing at all stages. All grievances and grievance related matters shall be sent to the Superintendent of Employee Relations or designate.

5.10 - Reinstatement

Should it be found upon investigation, that an employee has been unjustly suspended, disciplined or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge, suspension or discipline, (less amounts earned during period of suspension, discipline or discharge) or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

5.11 - Suspension / Discharge

Prior to the imposition of a suspension or discharge, an employee shall be given the reason, in the presence of his/her Steward or Union Representative if the employee so desires. Such employee and the Union shall be notified promptly in writing by the employer with full disclosure of the reason for such suspension or discharge.

5.12 - Employee File

- (1) An employee shall have the right, at anytime by submitting written notification, which includes by email, to the Human Resources Department, to have access to and review his/her official personnel file.
- (2) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (3) No evidence from the employee's official personnel file may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (4) An employee shall have the right to take notes of any material contained in his/her official personnel file.

ARTICLE 6 - UNION SECURITY

6.01 - Deduction of Dues

It is agreed by all parties hereto that there shall be a compulsory check-off upon all employees who come within the scope of this agreement except students employed during the summer, Christmas, and mid-winter holidays. If Union dues are not deducted from newly hired employees, the Board shall be deemed responsible.

6.02 - Remittance

- (1) All deductions shall be made from each pay of each employee during the currency of this and any subsequent agreements and shall be submitted to the Treasurer of the Union prior to the end of the month in which the deduction was made, together with a list of such employees identifying their classification from whom deductions were made and a further list of all additions to and from the payroll of the Board affecting the Bargaining Unit and shall show conspicuously all hours worked by all employees and shall list by number each full-time, part-time and casual employee. The Board shall forward a list of the names of newly hired employees indicating the classification to be occupied. The Board shall deduct union dues according to the rate specified in a written schedule set out by the union.
- (2) The employer shall supply to the Union the total monthly earnings of all employees in the Bargaining Unit.
- (3) When an employee is off on an approved Leave of Absence, on Wage Loss Benefits or on Workplace Safety Insurance Benefits, the requirements for the deduction of Union dues shall be waived.

6.03 - Exclusivity

No contract, written or oral shall be entered into between the Board or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages, and working conditions, promotions, demotions, or any other conditions affecting the welfare of the employees in general.

6.04 - New Employees

On commencing employment, arrangements shall be made by a representative of the Board to introduce the new employee to his/her Union Steward or Representative. An

Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for the purpose of acquainting the new employee with the benefits and duties of the union membership and his/her responsibilities and obligations to the employer and Union.

6.05 - Member Information

The employer shall provide the Union with a list of current addresses and telephone numbers of all CUPE employees on a semi-annual basis. The Union shall notify the Employer of Union members who do not want the Union to have this information.

ARTICLE 7 - SENIORITY

7.01 - Definition

- (1) Seniority shall be defined as the length of service with the Board or any predecessor Board as defined in article 7.02, and shall operate on a bargaining unit wide basis.
- (2) Continuous service is defined as uninterrupted service in accordance with the provisions of the Collective Agreement.
- (3) In all cases of transfer, demotions, layoffs and recalls for positions within the bargaining unit, seniority shall be the governing factor, provided that the employee can meet the normal requirements of the job.
- (4) In cases of promotions the following factors shall apply:
 - a) seniority
 - b) the ability, knowledge, skill, performance, qualifications and fitness of the individual to fulfill all of the requirements of the job

Where factor (b) is relatively equal between two or more employees then factor (a) shall be the determining factor on a bargaining unit wide basis.

In designing and administering tests and/or holding interviews to measure a candidate's overall fitness to perform the position as set out in the measurable factors of the Collective Agreement, all candidates will be subject to the following criteria:

- a) any and all candidate(s) vying for a promotion must achieve at least the threshold level of a seventy per cent (70%) mark of the overall measuring instrument to be considered for such position.
- b) The substantive and demonstrable difference between candidates' marks shall be five percent (5%) or greater whereby a difference of score less than five percent (5%) shall be deemed as a relatively equal score.

- c) The relatively equal criteria of less than five percent shall only apply in selecting the successful candidate(s) who achieve the seventy per cent (70%) threshold.

7.02 - Update

An up-to -date Seniority List shall be sent to the Secretary-Treasurer of the Union and posted on all bulletin boards as follows: updated August 31st, posted by September 30th. The posting shall indicate the employees' seniority standing with the Board and shall also indicate their basic unionized weekly hours. An employee's seniority will accumulate based on the greater of:

- (a) an employee's unionized weekly hours
- or
- (b) actual weekly hours paid

7.03 - Status

- (1) All newly hired full-time employees shall be on a probationary basis until they have performed sixty (60) days of actual worked time (i.e. does not include time away from work due to vacation, sick leave or any other approved leaves
- (2) In the case of promotion or transfer within the Bargaining Unit, it is agreed that an employee shall be on a trial basis until he/she has performed forty (40) days of actual worked time (i.e. does not include time away from work due to vacation, sick leave or any other approved leaves.) The employer will provide the employee with the necessary orientation for the position. In the event of failure to complete the trial period satisfactorily, he/she shall revert to his/her former or equivalent position and current wage rate for said or equivalent position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority.
- (3)
 - (a) No employee shall be transferred to a position outside the bargaining unit without his/her consent.
 - (b) In the case of a permanent transfer or promotion outside the bargaining unit, it is agreed that the employee may return to the bargaining unit to a floater position within one year of his/her appointment. It is further agreed that the employee shall retain his/her seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority until his/her return.
 - (c) In the case of a temporary transfer or promotion outside the bargaining unit, it is agreed that at the completion of the assignment the employee may return to the position he/she held with the bargaining unit. Such period shall not

exceed twelve (12) months within an 18 month period commencing on the first day of such temporary transfer. It is further agreed that the employee shall retain his/her seniority accumulated up to the date of leaving the unit but will not accumulate further seniority until he/she returns.

- (4) If a temporary position outside the Bargaining Unit exceeds twelve (12) months, the employee's former position will be posted permanently as per Article 9.01 and the employee will, upon completion of the assignment, return to an equivalent position and current wage rate. Such return shall not result in lay-off or bumping of an employee in the Bargaining Unit.
- (5) The Employer will notify the Union in writing of all permanent/temporary transfers outside of the Bargaining Unit.
- (6) Part-time employees in the classification of Custodian, Assistant Custodian and Cleaner will be on a probationary period during the first 240 hours of employment.

Part-time employees in all other classifications will be on a probationary period during the first 480 hours of employment.

7.04 - Adjustments

Complaints regarding errors in seniority standing since the last posting of the seniority list may be grieved. No change in the seniority status of an employee shall be made unless concurred to by the Union.

7.05 - Part-time Employees

- (1) The Board shall be entitled to employ part-time workers to work more than 24 hours per week for a period not to exceed a six (6) month duration.
- (2) Except in situations where a part-time employee is replacing a full-time employee on a temporary basis, a part-time employee automatically becomes a full-time employee if the part-time employee works more than 24 hours per week for a continuous period exceeding six (6) months. Such an employee shall be entitled to all rights, benefits and privileges of this Collective Agreement of a full-time employee from the day he/she becomes a full-time employee.

7.06 Layoff

- (1) It is understood that this clause does not apply to permanent employees who occupy a temporary position. Such employees shall revert to their previous permanent position.
- (2) Definition of Layoff - a layoff is defined as a reduction of employee(s) from the total workforce.

(3) Notice of Layoff

In the event of a proposed layoff the employer shall:

- (i) provide written notice to the Union before notifying the employees to be laid off.
- (ii) provide to the affected laid off employee(s) no less than three (3) months written notice of layoff or pay in lieu thereof. Copies of such notice shall be provided to the Union.

(4) In cases of layoff, employees will be laid off in the reverse order of seniority unless the more senior employees are unable to fulfill the normal requirements of the job without training other than orientation.

In a situation where the employer requires its full complement of Facility/Maintenance employees and such employees are least senior employees in the bargaining unit, in the event of a layoff these junior employees may be bypassed and maintained in order to meet the efficient operation of the Board.

(5) Laid off employees shall be placed on the recall list as referred to in Article 7.09.

7.07 - Workforce Adjustment

(1) **Preamble**

It is understood that this clause applies to employees being displaced from their last permanent posting as a result of a workforce adjustment and not those affected by Article 7.06 or 7.08.

(2) The employer shall provide such affected full time employees with no less than one (1) month written notice of displacement prior to redeployment; the employer shall provide such affected part time employees, at the time of the initial staffing for the upcoming school year, no less than one (1) month written notice of displacement prior to redeployment; thereafter during the school year part time employees may be redeployed simply upon receipt of notice of displacement.

(3) Affected employees under this clause shall have access to the bumping process per Article 7.08.

(4) Employees who incur a loss of earnings due to displacement shall have their

earnings and hours of work red-circled for a period of no less than three (3) months from the date the notice of displacement is issued.

7.08 - Bumping Rights

In the event of a displacement as per Article 7.07 or as a result of being bumped, the affected employee(s) may:

- (1) accept a placement in a vacant position at the same or lesser classification or hours if one exists after the posting process; or
- (2) displace an employee with lesser seniority provided the employee can perform the duties of the position without training other than orientation. It is understood that this includes the right to bump up; or
- (3) in the case of a situation arising during the initial proposed staffing for the upcoming school year, an employee may voluntarily accept a no less than three (3) months written Notice of Layoff or pay in lieu thereof. Copies of such notice shall be provided to the Union. In all other cases the employee may voluntarily accept a Notice of Layoff effective the day following the refusal of an offer of a job with decreased earnings.
- (4) Employees who incur a loss of earnings due to bumping shall have their earnings and hours of work red-circled for a period of no less than three (3) months from the bumping date provided such employees are not in receipt of a Notice of Layoff.
- (5) Employees electing a voluntary layoff shall be placed on the recall list referred to in Article 7.09.

7.09 - Recall Provisions

- (1) Laid off employees shall remain on the recall list for a maximum period of twenty-four (24) months from their date of layoff.
- (2) Employees on the recall list shall be recalled in the order of their seniority provided that they are qualified and able to meet the normal requirements of the job. The posting procedure in Article 9 of the Collective Agreement shall be completed before the recall process is initiated.
- (3) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (4) Employees on the recall list will be given preference in order of seniority for temporary vacancies expected to exceed ten(10) days, at the same or lesser classification and hours provided that the employee can perform the duties of the

position without training other than orientation. An employee will be offered such temporary vacancy by phone contact. An employee who is offered such temporary vacancy may accept or refuse such assignment without affecting his/her recall rights. Schedule "E" shall apply to such employees.

- (5) Where it is operationally feasible, employees on the recall list will be given preference in order of seniority for temporary work less than ten (10) days in duration resulting from an unexpected situation such as a catastrophic event and provided that the employee can perform the duties of the position without training other than orientation. An employee will be offered such temporary work by phone contact. An employee who is offered such temporary work may accept or refuse such assignment without affecting their recall rights. Schedule "E" shall apply to such employees.
- (6) Employees on the recall list will be given preference in order of seniority for work as a full time temporary employee for purposes of Capital Renovation Projects, provided that the employee can perform the duties of the position without training other than orientation. An employee will be offered such temporary work by phone contact. An employee who is offered such temporary work may accept or refuse such assignment without affecting their recall rights. Schedule "F" shall apply to such employees.
- (7) New employees shall not be hired until all those laid off have been given an opportunity of recall.
- (8) Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.
- (9)
 - (a) When employees are to be recalled to permanent positions at the same or lesser classification or hours, they shall be notified by registered mail forwarded to the last place of residence recorded with the Board by the employee. The Union will receive a copy of such notice.
 - (b) Should the employee;
 - (i) fail to advise within fifteen(15) working days after mailing of such notice, of his/her intention to report for work on the recall start date stated; or
 - (ii) fail to report for work within (15) working days after having advised the Employer of his/her intentions to report for work;

the Board shall be under no obligation to re-employ the employee.

 - (c) Subject to Article 7.09 (1), an employee may refuse the permanent position without affecting their recall rights
- (10) The Board shall advise the Union in writing of all employees recalled to a permanent

classification.

ARTICLE 8 - LOSS OF SENIORITY

An employee shall lose all seniority for any of the following reasons:

- (a) Voluntary resignation
- (b) Discharge for just cause
- (c) Failure to report to work in accordance with Article 7.09
- (d) After a lay-off extending for a period of more than twenty-four (24) consecutive months

ARTICLE 9 - JOB POSTING

9.01 - Process

- (1) All vacant and newly created permanent jobs shall be posted for seven (7) working days on the designated job posting board. Any position requiring interviews shall indicate the date and times of such interviews on the posting. Such notice shall contain the following information: classification, work site, shift and wage rate as per Schedule "A".

A copy of said posting shall be forwarded to the Recording Secretary of the Union. Application forms shall be available at all work locations.

- (2) A selection period of up to ten (10) working days shall apply to positions requiring an interview. A selection period of up to five (5) working days shall apply to all other posted positions. After the posting has ended, the name of the successful applicant shall be posted for five (5) working days on the job posting board and a copy forwarded to the Recording Secretary of the Union.
- (3) The Board shall post all vacancies as specified in Article 9.01 (1) within five (5) working days of the occurrence during the school year.
- (4) Where there are more than two (2) vacancies the Board may schedule a job fair to expedite the process to fill the initial vacancies and all resulting vacancies. An absent employee may exercise his/her seniority rights through a Union representative.
- (5) It is understood that the following applies solely to the custodial staffing process, for the forthcoming school year.

- a) By May 15th of each year, the required staff will be calculated in accordance with Schedule C - Custodial Staffing
 - b) The number of full time equivalent (FTE) employees in excess of the required complement will be surplus to the system and issued a Notice of Layoff in accordance with Article 7.06
 - c) For any changes to the staffing structure at schools, affected employees will be issued a Notice of Displacement on or before June 1st of each year in accordance with Article 7.07
 - d) On or before June 1st of each year a memorandum will be sent to each CUPE employee with their pay stub to describe the workforce changes and to provide advance warning of the possibility of being affected through the bumping process
 - e) All CUPE employees shall have the right to attend a Job Fair if scheduled, between May 15th and June 30th during regular working hours to fill all newly created positions and to fully complete the bumping process. It is understood that Article 9 applies for all other vacancies.
 - f) All changes described in this clause are effective no later than September 1 of each school year.
- (6) Employees shall be allowed to withdraw their application for positions provided such withdrawals are made in writing prior to the conclusion of the posting period as per article 9.01 (1).

9.02 - Results

- (1) Following the selection process of the job posting procedure, the employer shall provide the Union with the names of all applicants, their seniority and indicate the successful applicant to the vacant position.
- (2) The successful applicant shall not be permitted to return to his/her former job for a period of six (6) months.
- (3) In the event that the most senior employee is not the successful applicant, the Employer shall then offer the position to the next senior applicants sequentially. Where there is no successful applicant an employee may be hired from outside the Bargaining Unit.

9.03 - Temporary Vacancy

- (1) Temporary vacancies of less than twenty (20) working days in the position of Custodian shall be offered, for the Custodian's full scheduled shift, to the school staff in accordance with Article 7.01 (3) and (4).
 - (2) In the event that a temporary full time vacancy extends beyond twenty (20) working days, the first and second vacancies shall then be posted as per article 9.01. Any subsequent vacancies will be assigned.
- An employee occupying a temporary position cannot bid on another temporary position unless it provides for an increase earnings potential or improved hours.
- (3) An employee filling a temporary vacancy shall on termination of the said temporary vacancy revert to the permanent position held immediately preceding his/her selection for the temporary vacancy.

ARTICLE 10 - PAID HOLIDAYS

10.01 - Holidays

New Year's Day	Good Friday	Labour Day	Civic Day	Canada Day
Christmas Day	Thanksgiving Day	Victoria Day	Easter Monday	Boxing Day
<u>Family Day</u>				

10.02 - Holiday Schedule

- (a) In the event that the following Paid Holidays fall on a day set out below, the following schedule shall be observed by all employees.

Holiday	Falling On	Day Off
New Year's Day	Saturday or Sunday	Friday Preceding
Canada Day	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding
Boxing Day	Saturday or Sunday	Monday Following

10.03 - Vacation Period

In the event that a Paid Holiday falls within the employee's vacation period, no deduction shall be made from the employee's vacation entitlement for that day.

10.04 - Holiday Requirement

In order to qualify for any of the above Paid Holidays, an employee is required to work his/her one full scheduled shift immediately preceding and his/her one full scheduled shift immediately following the Holiday unless such employee is sick and produces a medical certificate to that effect.

10.05 - Holiday Work Rate

Employees who are not required to work on the above Holidays shall receive Holiday pay equal to one normal day's pay. Employees called upon to work on any of the Holidays provided for in this Article shall be paid their regular day's pay as above, plus time and one-half their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours.

10.06 - Additional Day Off

Each employee shall be entitled to a day off with pay to be taken on a work day between Christmas and New Year's Day as mutually agreed to between the Board and CUPE.

10.07 - Adjustments

Payment for statutory holidays for employees working less than forty (40) hours will be based on the average salary and average hours worked of the preceding twenty (20) working days to the holiday.

ARTICLE 11 - ANNUAL VACATION

11.01 - Employees with Less than One Year

Employees who have less than one year's service with the Board as of June 30th, shall be granted vacations on the following basis: 5/6th of one day with pay for each month or major fraction thereof of service prior to June 30th.

11.02 - Employees with One Year or More

Employees who have completed one year or more of employment with the Board as of June 30th, shall be granted two (2) weeks vacation with pay calculated at the rate of 4% of the gross yearly earnings, for the year ending May 31st.

11.03- Allocation

Employees who have completed the following years of service with the Board shall be granted annual vacation with pay according to the following schedule:

Years of Service as of June 30th	Annual Vacation Entitlement	Vacation Pay
Less than one	5/6 of one day each month	4% of gross earnings
From one (1) to		

Three (3) years	10 days	4% of gross earnings
Four (4) years	15 days	6% of gross earnings
Five (5) years	16 days	6.4% of gross earnings
Six (6) years	17 days	6.8% of gross earnings
Seven (7) years	18 days	7.2% of gross earnings
Eight (8) years	19 days	7.6% of gross earnings
Nine (9) years	20 days	8% of gross earnings
Ten (10) years	21 days	8.4% of gross earnings
Eleven (11) years	22 days	8.8% of gross earnings
Twelve (12) years	23 days	9.2% of gross earnings
Thirteen (13) years	24 days	9.6% of gross earnings
Fourteen (14) years	25 days	10% of gross earnings
Fifteen (15) years	26 days	10.4% of gross earnings
Sixteen (16) years	27 days	10.8% of gross earnings
Seventeen (17) years	28 days	11.2% of gross earnings
Eighteen (18) years	28 days	11.2% of gross earnings
Nineteen (19) years	29 days	11.6% of gross earnings
Twenty (20) years	29 days	11.6% of gross earnings
Twenty-one (21) years	30 days	12.0% of gross earnings
Twenty-two (22) years	30 days	12.0% of gross earnings
Twenty-three (23) years	31 days	12.4% of gross earnings
Twenty-four (24) years	31 days	12.4% of gross earnings
Twenty-five (25) years	32 days	12.8% of gross earnings
<u>Twenty-six (26) years</u>	<u>32 days</u>	<u>12.8% of gross earnings</u>
<u>Twenty-seven (27) years</u>	<u>32 days</u>	<u>12.8% of gross earnings</u>
<u>Twenty-eight (28) years</u>	<u>32 days</u>	<u>12.8% of gross earnings</u>
<u>Twenty-nine (29) years</u>	<u>32 days</u>	<u>12.8% of gross earnings</u>
<u>Thirty (30) years</u>	<u>33 days</u>	<u>13.2% of gross earnings</u> <u>(effective July 1, 2010)</u>

<u>Thirty (30) years</u>	<u>34 days</u>	<u>13.6% of gross earnings</u> <u>(effective July 1, 2011)</u>
<u>Thirty (30) years</u>	<u>35 days</u>	<u>14.0% of gross earnings</u> <u>(effective July 1, 2012)</u>

11.04 - Accumulation

Employees with vacation entitlement shall accumulate their vacation credits to June 30th of each year. Employees shall not be allowed to take any vacation from their accumulated vacation credits prior to the last day of the applicable school calendar.

11.05 - Scheduling

Vacations shall be taken during the twelve (12) month period following the date of eligibility being the last day of the applicable school calendar of each year. In the event that two employees at the same school are requesting the same vacation time, seniority will be the governing factor.

11.06 - Approval

Employees' requests for vacation leave will be scheduled and approved by the Board up to the maximum number of employees that can reasonably be accommodated at one time.

11.07 - Unused Vacation

An employee leaving the services of the Board at any time in his/her vacation year before he/she has had his/her vacation, shall be entitled to vacation with pay prorated in accordance with the provisions of this Article.

11.08 - Vacation Periods

- (a) Custodial and Warehousing employees shall be allowed to take their vacation entitlement in accordance with Article 11.03 during the following periods:
 - (i) July and August
 - (ii) Christmas Break
 - (iii) Mid Winter Break
 - (iv) Other days as mutually agreed upon with the employer where regular day school classes are not being offered.

- (b) An employee wishing to take vacation as entitled, in accordance with Article 11.03, at other periods than indicated in clause 11.08 (a) above shall comply with the following conditions:

An allowable maximum of ten (10) working days will be granted. Vacation shall be taken at a time mutually agreed to by the employer and employee.

11.09 - Alternate Vacation Periods

Facility Management employees may take their vacation entitlement at any time during the year, seniority being the governing factor, having made suitable arrangements with the immediate supervisor or designate who will have due regard for the efficiency of operations in establishing a vacation schedule.

11.10 - Vacation Pay

- (a) Employees will receive due vacation pay and vacation entitlement in accordance with Article 11.03.
- (b) Vacation pay will be paid to employees for vacation days taken at the daily vacation rate and issued on the regularly scheduled bi-weekly pay during which the employee takes his/her vacation. The daily vacation rate shall be calculated by dividing the vacation pay entitlement by the number of vacation days entitlement.

11.11 - Part-time Employees

Part-time employees' vacation entitlement will be in accordance with the Employment Standards Act.

11.12 - Part-time Scheduling

- (a) Part-time employees shall be allowed to take their vacation entitlement in accordance with Article 11.11 during the following periods:
 - (i) July and August
 - (ii) Christmas Break
 - (iii) Mid Winter Break
 - (iv) Other days as mutually agreed upon with the employer where regular day school classes are not being offered.
- (b) A part-time employee wishing to take his/her vacation entitlement in accordance with Article 11.11, at other periods than indicated in clause 11.12 (a) above, shall comply with the following conditions:
 - (i) An allowable maximum of five (5) working days will be granted;
 - (ii) Vacation shall be taken at a time mutually agreed to by the employer and

employee.

11.13 - Vacation Blocks

- (a) For employees working forty (40) hours, vacation days are to be taken in minimum blocks of four (4) hours at a time.
- (b) For employees working less than forty (40) hours, vacation days are to be taken in minimum blocks of one (1) full day.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 - Maximum Hours

The maximum hours of work for the custodial employees working full-time shall be as Schedule "B" attached.

12.02 - Overtime

The hours of work for employees in excess of eight (8) hours/day or forty (40) hours/week shall be considered overtime hours and shall be paid at the rate of one and one-half times the regular rate.

12.03 - Hours of Work

- (1) Maintenance Section hours of work shall be as per Schedule "B".
- (2) Warehousing Department hours of work shall be as per Schedule "B".

12.04 - Minimum Hours

Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of four (4) hours pay for four (4) hours work or less at the prevailing overtime rate.

12.05 - Regular Hours

For the purpose of this article, a regular shift is defined as eight (8) hours per day and a regular work week is defined as forty (40) hours per week, Friday to Thursday.

12.06 - Overtime Allocation

- (a) Overtime will be divided as equitably as possible. Such overtime shall be given to permanent employees before probationary employees.
- (b) In an emergency situation and where feasible, the Custodian assigned to a school shall be called in.
- (c)
 - (1) The parties recognize that overtime is necessary in the Operations Division.
 - (2)
 - (i) Overtime required to deal with an unexpected local school problem shall first be offered to the staff present at the school at the time of the incident.
 - (ii) If no one is present, then 12.06 (b) applies.
 - (iii) If the custodian as per 12.06 (b) is unavailable, then the other school staff will be called in order of seniority.
 - (iv) If no one from the school staff is available, then the members of the Master Custodial Overtime list will be called in order of seniority.
 - (3)
 - (i) Scheduled overtime for special events such as a conference or a school dance will be offered on a rotational basis to the staff of the school. The Custodian or BST of the school shall maintain a detailed log of recorded overtime.
 - (ii) If no one from the school staff is available then the members of the Master Custodial Overtime list will be called in order of seniority.
- (d)
 - (i) Overtime required within the Warehousing Division shall be offered to the staff of the Division in order of seniority.
 - (ii) If no one from the Division staff is available then the members of the Master Custodial Overtime list will be called in order of seniority.
- (e)
 - (i) The Board will maintain three (3) Custodial Master Overtime lists, one for each of the following classifications: custodians, assistant custodians, cleaners. The lists will include only the names of those employees who are interested in performing overtime work and will list all such employees in decreasing order of seniority.
 - (ii) By September 15th of each year, the lists will be updated and further modified to reflect the willingness of employees to work overtime.

- (iii) Management will draw employees from the appropriate list, based on the nature of the overtime work to be performed. Each list operates on a rotational basis.

- (iv) Employees will be expected to work for the entire duration (i.e. Saturday and Sunday) of the assignment; employees will not be allowed to choose only a portion of the assignment. The process of following the master lists is continuous in nature for the duration of the contract term. On the next overtime occurrence, management will begin by offering the overtime work to the next most senior employee on the appropriate list. If an employee refuses the overtime or is unavailable or cannot be reached after one attempt at home and one attempt at work, the employee will be bypassed and the next senior employee will be offered the work. The bypassed employee will be offered overtime only in the next cycle.

12.07 - Responsibility

If the presence of the Custodial Employee is not required in a school during a loan or rental, the said employee shall not be held responsible for the security of the school during the night of the said loan or rental.

12.08 - Time Off In Lieu

Time off in lieu of overtime shall be approved under the following conditions:

- (a) Instead of cash payment for overtime, an employee must accumulate at least 50% of earned overtime at the applicable overtime rate which is to be taken in time off.
- (b) In the case of earned overtime with capital construction projects, employees shall be compensated 100% in cash, not including call outs.
- (c) All time off in lieu of overtime shall be taken by the employee at a time mutually agreed upon by the employee and the employer, during the same fiscal year the overtime was incurred. An employee's bank of accumulated overtime shall be depleted by August 31st of each year.

12.09 - Meal Allowance

- (a) When an employee is called upon to perform more than two (2) hours of overtime work continuous to an eight (8) hour shift, he/she shall be paid up to a maximum of \$12.00 for the purpose of purchasing a meal. Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then he/she shall be paid up to a maximum of an additional \$12.00 for the purpose of purchasing the second meal.

- (b) Employees called upon to perform unscheduled work not continuous with their regular scheduled shift, shall receive a meal allowance of up to a maximum of \$12.00 for each five (5) continuous hours of employ.

12.10 - Overtime Rate

Part-time employees shall be paid overtime at the rate of one and one-half times the applicable hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per work week.

12.11 - On Call

It is understood that any employee required to be on call will be compensated at a rate of \$100.00 per calendar week or prorated accordingly. The rate will increase to \$150.00 effective September 1, 2009.

ARTICLE 13 - NO STRIKE OR LOCKOUTS

13.01 - No Work Stoppage

During the term of this Agreement neither the Union or any of its Officers or Officials, nor any employee shall take part in, or call, or encourage any strike, sit-down, or any suspension of work against the Board which shall in any way affect the operations of the Board, nor shall the Board nor any of its Officers or Officials engage in any lockout.

13.02 - Other Bargaining Units

In the event of a strike or lockout by another bargaining unit, the employee agrees to make a reasonable effort to report for work. It is understood that where an employee has a concern in regards to his/her health and safety such employee shall not be required to cross the picket line and shall report to the Employer. The employee shall be entitled to request an unpaid leave of absence under Article 25 of the Collective Agreement.

ARTICLE 14 - BULLETIN BOARDS

The Board agrees that the Union shall have the right to use Bulletin boards supplied by the Board and located in the custodial supply room in each school and Board facilities where employees are assigned. Such Bulletin Board will be used to post notices of meetings and other such notices that may be of interest to all employees concerned. Management shall have the right to remove materials offensive to the Board.

ARTICLE 15 - VALIDITY OF AGREEMENT

In the event of any provisions of this Agreement or any practices established hereby being

contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended as to conform with the requirements of any such law.

ARTICLE 16 - PAY DAYS

16.01 - Pay Schedule

Pay days shall be every second Thursday except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day.

16.02 - Pay Information

- (1) The Board will show conspicuously in writing on the pay slip accompanying the wages paid to each employee the following facts: employee's wage rate, number of overtime hours worked and all deductions made.
- (2) Should the Board wish to allow employees access to the electronic pay stub system, consultation and mutual agreement shall be sought by the parties prior to its implementation.

16.03 - Union Dues

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union Dues paid by each Union Member in the previous year.

ARTICLE 17 - SCHEDULES

Attached hereto and forming an integral part of this Agreement affecting employees are the following Schedules:

1. Schedule "A" - Classification and Wage Rates
2. Schedule "B" - Hours of Work
3. Schedule "C" - Custodial Staffing
4. Schedule "D" - Casual Employees
5. Schedule "E" - Part-time Employees
6. Schedule "F" - Temporary Full-time Employees

ARTICLE 18 - TOOLS AND EQUIPMENT

The Board will supply all tools and equipment and cleaning materials essential and necessary by the Board in order to carry out the work maintaining facilities. All such tools provided must be kept on facility premises and replacements will be made by producing the broken or worn tool.

ARTICLE 19 - HOSPITALIZATION AND MEDICAL BENEFITS

The Board shall provide the Benefit Plans' Master Policies within 15 days of being received by the Board.

The benefits conferred under the Benefit Plan's Master Policies will be maintained as status quo, except as otherwise mutually agreed, for the life of this Agreement.

19.01

(1) Extended Health

The Board agrees to contribute one hundred percent (100%) of the total employee cost for the Extended Health Supplementary Plan, Vision Care Plan (\$250.00) and the Prescription Drug Plan (35 cents deductible), \$50,000.00 per year Private Duty Nursing.

(2) Group Life

The Board agrees to contribute one hundred percent 100% of the premium for Group Life Insurance equal to triple the annual salary.

The Board agrees to contribute \$ 1.80 per month per employee for Group Term Life Insurance coverage upon the life of the employee's spouse of twelve thousand dollars (\$12,000.00)

Participation in this plan of Group Term Life Insurance for employees and spouses shall be mandatory for all employees covered by this agreement.

(3) Dental

The Board agrees to contribute one hundred percent (100%) of the total employee cost for the Dental Plan in accordance with the current O.D.A. fee schedule. This Dental Plan will include a 50% co-insurance orthodontal and major restorative plan to a maximum of \$2,000.00 lifetime for each element for all family members.

(4) Premium Contribution During Absence from Work

- (a)** In the event an employee has exhausted his/her paid sick leave, the employer's contribution will be paid to the above plan during the employee's participation in the

wage-loss program (maximum 75 days). Thereafter, the employee may choose to participate by paying the full premiums through the employer.

- (b) An employee on staff who is injured in the course of his/her duty and receiving indemnity from Workplace Safety and Insurance Board shall be provided the opportunity to elect:
 - (i) to receive his/her indemnity directly from Workplace Safety and Insurance Board without deduction from his/her accumulated sick leave credits.

OR

- (ii) to receive from the Board his/her regular gross salary in accordance with this agreement consisting of WSIB award (advances) plus a top-up amount; the Board shall then deduct from the employee's cumulative sick leave bank, for each day of absence, the proportion of time equivalent to the top-up (salary less WSIB award) paid by the Board.
- (c) An employee who is receiving Workplace Safety and Insurance Board weekly benefits will continue to receive benefits in accordance with the Benefit Plans in Article 19.01 as per the Workplace Safety and Insurance Act. Following this statutory period, an employee may continue to participate in group benefits provided in this agreement by remitting directly to the Board the full premium thereof.
- (d) When the employee's cumulative sick leave are entirely used up, the conditions of option (4)(b)(i) above shall apply.

ARTICLE 20 - LABOUR-MANAGEMENT COMMITTEE

- (1) The Board agrees, in cooperation with the Union, to establish a Labour-Management Committee to be composed of four (4) members of the Union Executive and four (4) Board Management representatives. It shall be the duty of this committee to meet every two (2) months, if necessary, to discuss any matters which may arise in the day to day operations of the Board. Notwithstanding the above, the Parties may, by mutual agreement, schedule additional committee meetings.
- (2) Any representative of the local Union Labour-Management Committee shall have the right to attend the regularly scheduled meetings within working hours without loss of remuneration. The Union will endeavour to ensure that there shall not be more than one (1) representative from Maintenance/Warehousing.

- (3) In the event of layoff(s), a meeting of the Labour/Management Committee shall be established no later than two (2) weeks after the notice of layoff is given to the Union.

The mandate of the Committee is to :

- a) identify and propose alternatives to the proposed layoff(s) including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the employer which could be performed by bargaining unit employees;
 - b) identifying vacancies which may become available within a twelve (12) month period which are either:
 - i) within the bargaining unit;
 - ii) within another CUPE bargaining unit;
 - iii) not covered by a Collective Agreement
 - c) The Parties shall make every effort to find alternatives to layoffs.
 - d) The Parties shall consider voluntary early retirement and severance packages.
- (4) Each party shall appoint a co-chair for the Labour/Management Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.
- (5) The Employer shall provide to the Labour/Management Committee all pertinent staffing, work organization and financial information necessary for the Committee to carry out its mandate.

ARTICLE 21 - PENSION PLAN

Employees covered by this Agreement shall be covered by the Ontario Municipal Employees Retirement System in accordance with the regulations thereunder and the Canada Pension Plan based on a fifty percent (50%) contributory basis.

ARTICLE 22 - RELIEVING IN OTHER CLASSIFICATIONS/GRADES

22.01 - Higher Rate Position

When an employee is detailed to relieve in a position of higher rating, he/she shall receive the rate applicable for the position in which he/she is relieving for the full relief period.

22.02 - Lower Rate Position

When an employee is detailed to relieve in a position of lower rating, he/she shall maintain his regular rate of pay while so assigned.

ARTICLE 23 - VEHICLE ALLOWANCE

23.01 - Rate

- a) Permanent employees required by the Board to use their personal vehicles in order to carry out the business of the Board shall receive a vehicle allowance, the greater of the rate of 32.0 cents per kilometer or as specified in Board APG while on Board business.
- b) Notwithstanding the above, permanent Maintenance employees of the Facility Services required by the Board to use their personal vehicles in order to carry out the business of the Board will be entitled to receive in addition to the mileage set out in Article 23.01 a) above, an additional \$65.00 per month. Effective September 1st, 2009 \$100.00 per month.

23.02 - Payment Schedule

Vehicle allowance payment shall be made for a one (1) month period calculated on a calendar month and paid before the following month-end consisting of the total allowances for the preceding month as well as showing conspicuously on the pay slip, the total mileage, the rate per mile, as well as the additional monthly payment outlined in article 23.01.

ARTICLE 24 - SICK LEAVE

24.01 - Definition of Sick Leave

Sick Leave means the period of time an employee is permitted to be absent from work by virtue of his/her personal illness or injury.

It is understood that Sick Leave provisions do not apply to an accident for which compensation is payable under the Workplace Safety and Insurance Act (except as provided in clause 19.01 (4)), or for which the employee would be legally liable.

24.02 - Allocation of Sick Leave Credits

Sick Leave credits shall be granted to employees on the basis of two (2) days per month per year.

In any one year where an employee has not had sick leave or only a portion thereof, he/she shall be entitled to full accrual of the unused portion of sick leave credits for his/her future benefits to a maximum of two hundred and sixty (260) days. A deduction shall be made from accumulated sick leave credits on all normal working days absent for sick leave as defined in 24.01.

24.03 - Medical Certification

- (1) A full time employee will be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) consecutive working days, certifying that such employee is unable to carry out his/her duties due to illness. This certificate is to be in the hands of the Board within ten (10) consecutive days following the commencement of sick leave or upon release from hospital if the employee is hospitalized.
- (2) Where requested by the board, a part time employee will be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) consecutive working days, certifying that such employee is unable to carry out his/her duties due to illness. This certificate is to be in the hands of the Board within ten (10) consecutive days from the commencement of sick leave or upon release from hospital if the employee is hospitalized.

24.04 - Notice of Absence

An employee will give reasonable notice of his/her inability to report for work due to illness and will also give reasonable notice of his/her ability to return after such illness.

24.05 - Sick Leave Statement

A statement of accumulated days of sick leave will be issued by the Board to all employees by November 15th of each year.

24.06 - Sick Leave Gratuity

A full time employee who is retiring from the Board on a pension from O.M.E.R.S. because of age or inability through illness of efficiently discharging his/her duties shall be entitled to a sick leave credit gratuity as follows:

10 years' seniority, 10% of cumulative sick leave credits X 1/260 of annual salary at date of retirement.

11 years' seniority - 12%

21 years' seniority - 32%

12 years' seniority - 14%

22 years' seniority - 34%

13 years' seniority - 16%

23 years' seniority - 36%

14 years' seniority - 18%	24 years' seniority - 38%
15 years' seniority - 20%	25 years' seniority - 40%
16 years' seniority - 22%	26 years' seniority - 42%
17 years' seniority - 24%	27 years' seniority - 44%
18 years' seniority - 26%	28 years' seniority - 46%
19 years' seniority - 28%	29 years' seniority - 48%
20 years' seniority - 30%	30 years' seniority - 50%

24.07 - Unused Sick Leave Credits - Balance

In the event of the death of an employee either before or after retirement, all accrued and outstanding sick leave credits shall be paid in the form of cash bonus to the employee's estate calculated by the formula prescribed in clause 24.06.

All such benefits shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the employee and the Board.

24.08 - Sick Leave Pay Rate

- a) Employees who work less than forty (40) hours per week will be credited sick leave credits prorated based on the actual hours worked in a calendar month.
- b) Payment of sick leave credits for employees working less than forty (40) hours will be based on the average hours worked in the preceding twenty (20) working days of the employee to the sick leave.
- c) Payment of sick leave for permanent full time employees occupying temporary assigned positions of less than thirty-five (35) days, shall be: one sick leave credit is equal to the employee's regular permanent basic hourly rate times his/her basic daily hours of work.

ARTICLE 25 - LEAVE OF ABSENCE

25.01 - Salary Representatives

Employees elected or appointed as salary representatives of a Union shall be granted leave of absence without pay while so engaged, provided written request is made by the Union. In the event that the employee shall return to work with the Board, he/she shall be entitled to all benefits. He/she shall accrue seniority for the duration of the leave.

25.02 - Delegates

Duly appointed delegates shall be granted leave of absence without pay and without loss of seniority to attend conventions or educational seminars of the Union upon five (5) working days written notice by the Union.

25.03 - DND

Any employee now serving or who hereafter serves in the Armed Forces shall, during his/her absence, while on military service, be granted leave of absence and shall accrue seniority for the duration of the leave.

25.04 - Seniority while on Paid Leave

The name of an employee on a paid leave of absence shall be continued on the Seniority List and shall accumulate seniority provided such leave of absence is authorized by the Board.

25.05 - Bereavement Leave

Employees will be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows:

(a) Up to a maximum of five (5) consecutive working days upon death of a:

spouse	brother	step-child	grand-parent
child	sister	step-parent	step-brother
parent	guardian	grand-child	step-sister

(b) Up to a maximum of three (3) consecutive working days upon the death of a:

parent-in-law	brother-in-law	spouse's brother-in-law
son-in-law	sister-in-law	spouse's sister-in-law
daughter-in-law	grand-parent-in-law	

(c) Up to a maximum of two (2) working days in any one fiscal year, to be used separately or together, upon the death of :

an aunt	a spouse's aunt	a close friend
an uncle	a spouse's uncle	any other family member not listed herein

(d) An additional day or days without pay may be granted by the immediate supervisor when excessive traveling is involved;

(e) A leave granted under this article shall begin the earlier of when an employee leaves his/her work or on the day following the day of death;

- (f) In the event an employee is on vacation and entitled to take Bereavement Leave, the vacation credit shall be reinstated.
- (g) Payment of Bereavement Leave shall be at the employee's regular basic hourly rate times his/her basic daily hours of work.

ARTICLE 25.05 - BEREAVEMENT LEAVE

	Employee		Spouse	5 days	
	Parent	5 days	Parent	3 days	
	Guardian	5 days	Sister	3 days	Sister-in-law Brother-in-law
	Step Parent	5 days	Brother		
Daughter-in-law Son -in-law	Child Step-Child	3 days	Grand-Parent	3 days	
		5 days	Aunt Uncle	★	
Sister-in-law Brother-in-law	Brother Sister	3 days			
		5 days			
	Step-Brother Step-Sister	5 days			
	Grand-Parent	5 days			
	Grand-Child	5 days			
	Uncle Aunt	★			
	Close Friend	★			
	Any other family member not listed here★				

(★) Up to a maximum of two (2) days in any one fiscal year, to be used separately or together.

25.06 - Quarantine

Every employee is entitled to his/her salary notwithstanding his/her absence from duty in any case where, because of exposure to a communicable disease, he/she is quarantined or otherwise prevented by the order of the Medical Health Authorities from attending upon his/her duties.

25.07 - Court Summons

Every employee is entitled to his/her salary, less jury duty pay, notwithstanding his/her absence from duty as a witness in any court or jury duty to which he/she has been summoned in any proceedings to which he/she is not a party or one of the persons charged.

25.08 - No Deductions

No deductions will be made from sick leave credit for absences as defined in 25.05, 25.06, and 25.07 above.

25.09 - Pregnancy / Parental Leave

- (1) A Pregnancy and/or Parental Leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- (2) The duration of the Pregnancy and/or Parental Leave shall be in accordance with Part XI of the Employment Standards Act, RSO 1990 and amendments thereto. At the request of the employee, the employer shall extend the period of unpaid pregnancy/parental leave to a maximum of six (6) months.

- (3) During the statutory period of the Pregnancy and/or Parental Leave, an employee shall retain full employment and rights and shall accumulate all benefits under this Collective Agreement.
- (4) During the statutory period of the Pregnancy and/or Parental Leave, the employer shall continue to pay the hospital, medical, dental, group life and other benefits of this agreement. If the employee elects to continue making pension contributions during the statutory period of the leave, the Board will continue to make its required contributions.
- (5) When an employee decides to return to work after Pregnancy and/or Parental Leave, he/she shall provide the employer with at least two weeks' notice. On return from Pregnancy and/or Parental Leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, he/she shall be placed in a position in his/her department of equal rank and value at the same rate of pay.
- (6) A one (1) day Paternity Leave or Adoption Leave shall be granted on the date of birth of the child or in the case of an adoption, on the day of arrival of the child.
- (7) During the two (2) week E.I.C. waiting period, the employee shall be entitled to 95% of her salary. This payment constitutes a Supplemental Employment Benefit Plan (SEB) which shall be subject to the approval of Human Resources and Social Development Canada.
- (8) Where an employee seeks leave due to adoption, the foregoing provisions shall apply.
- (9) Calculations for the SEB Plan entitlements for part time employees under article 25.09 (7) will be based on the average salary and average hours worked of the preceding twenty (20) working days to the leave.

25.10 - Union Leave

- (1) Where applicable and when the Union officially makes a request for leave(s) of absence for employee(s) and where such leave(s) are approved by the Board's designate, the Board shall continue to pay the salary of the employee(s), invoice the Treasurer of the Union and the Union shall reimburse the Board for such salary

without delay.

- (2) A leave of absence of up to five (5) days per contract term shall be granted to members of the Negotiating Committee in order to prepare contract amendments and proposals in preparation for a meeting with the Board. The Board shall continue to pay the salary of the employee(s), invoice the Treasurer of the Union and the Union shall reimburse the Board without delay. Every effort will be made to have negotiations during the day.
- (3) A leave of absence of two (2) working days per month shall be granted to the President and Vice President of the Union for the purpose of covering administration of the Bargaining Unit in the best interests of the members and the relationship attached to the Board. The Board shall continue to pay the salary of the employee, invoice the Union and the Union shall reimburse the Board without delay.
- (4) The Union shall provide five (5) working days written notice for all leaves described in this article.

It is understood that in the event of emergency situations preventing five (5) working days written notice, the request will be made verbally to the Superintendent of Employee Relations or designate and followed up in writing.

25.11 - Leave Without Pay

An employee shall be entitled to Leave of Absence without pay and without loss of seniority to a maximum of fifteen (15) working days per year when he/she requests such leave for good and sufficient cause. All requests shall be in writing. All requests for less than a full day are subject to approval of the Immediate Supervisor/designate. If the duration of the leave is one full day or greater, such request shall be approved by the Superintendent of Employee Relations/designate. Such approval shall not be withheld without just cause.

It is understood that seniority will not accrue for any unpaid leave that is granted in excess of fifteen (15) working days, except as provided for elsewhere in the collective agreement.

25.12 - Personal Leave

It is recognized that employees may have emergencies, business, or personal affairs that could not be or could not have been reasonably scheduled outside of the work hours or

during vacation periods. The intent of a Leave for Personal Reasons is to assist the employee to attend to the above noted matters.

- (1) When an employee is required to be absent for personal reasons, he/she shall be granted up to two (2) days or four (4) half-days per fiscal year, taken individually, collectively or in combination, without loss of pay but subject to deduction from the employee's bank of accumulated sick leave credits.

Personal Leave days shall not be taken the calendar day immediately preceding and/or immediately following a holiday or a vacation period, unless the leave is approved by the Superintendent of Employee Relations or designate.

- (2) The Personal Leave entitlement for employees working less than 2,080 hours per year will be prorated based on the total hours worked in the preceding fiscal year.

ARTICLE 26 - RETIREMENT

26.01 - Retiree Benefits

For current and future retired employees who have had fifteen (15) or more years of continuous service with the Board, the Board agrees to contribute one hundred percent (100%) of the total premium cost for the following plans until such employees attain sixty-five (65) years of age:

- a) Comprehensive Extended Health Care annual deductible of \$25.00 Single - \$50.00 Family - with Eye Glass subsidy of \$150.00.

The provisions of Article 26.01 apply only to a person who:

- i) Has applied for and received within ten (10) years of normal retirement, a service pension from O.M.E.R.S.
OR
- ii) Has applied for and receives an O.M.E.R.S. Disability Pension.

26.02 - Eligibility

The Retiree Benefits outlined in Article 26.01 will apply to employees who were in receipt of the benefits outlined in Article 19.01 at the effective date of retirement.

26.03 - Benefits after Retirement

Employees who retire from the Board may continue to have access to the retiree group coverage plans (extended Health Care, Life Insurance and/or Dental). The full amount of the provisions for such coverage will be paid by the retiree by monthly automatic bank withdrawals authorized by (voided) cheque. It is understood that retired employees form a separate group with respect to administration, experience, and premium schedules.

The surviving spouse of a deceased employee, including a retired employee, shall be entitled to continue coverage in the Board's group insurance plans for a period not exceeding the earliest of the date on which the employee would have reached the age of 65 years or the date on which the surviving spouse remarries. It is understood that a surviving spouse who maintains coverage will form part of the retired employee group with respect to plan administration, experience, and premium schedules. It is further understood that the surviving spouse will pay the full cost of premiums by monthly automatic withdrawals authorized by (voided) cheque.

ARTICLE 27 - JOB SECURITY

27.01 - Contracting Out

It is agreed that for the term of this Agreement, there shall be no restriction on contracting out by the Board of the work or service now performed by employees herein represented provided; however, that employees in the bargaining unit shall not be laid off, lose employment or suffer a reduction of their regular hours of work as a result of contracting out or as a result of persons outside the bargaining unit performing work of the bargaining unit.

The Board shall make every reasonable effort to contract work inside rather than contracting work outside of the bargaining unit.

27.02 - Work Programs

No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program.

ARTICLE 28 - TERMS OF AGREEMENT

28.01 - Duration

This Agreement comes into force on the date it is ratified by both parties and expires on August 31, 2012.

28.02 - Notice Period

Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of Agreement or any anniversary date of such expiration date.

28.03 - Timelines

If notice of amendments or termination is given by either party pursuant to Article 28.02, the other party if requested to do so, agrees to meet for the purpose of negotiations within thirty (30) days from receipt of the said notice provided that the party giving the notice, if requested by the other party, shall consent to a reasonable extension to the thirty (30) day period.

28.04 - Amendments

Amendments to the Collective Agreement are subject to ratification by the parties.

28.05 - Printing of Collective Agreement

The Board agrees to print copies of the collective agreement at its own cost and to distribute one (1) copy to each CUPE employee.

ARTICLE 29 - CONTRACT LANGUAGE

It is understood and agreed between the parties that the official contract language for the Agreement shall be the English language.

ARTICLE 30 - SAFETY BOOTS AND SHOES AND UNIFORMS

30.01 - Safety Boots and Shoes

- (1) The Board shall provide an allowance of \$125.00 to be paid in the month of December in each year of the Collective Agreement to cover the cost of safety boots or shoes as defined in Article 30.01 (2)(3)(4)(5)(6)(7) below.
- (2) Employees performing the duties of Maintenance Person and Tradesperson are required to wear as a minimum, green patch safety boots.
- (3) Employees performing the duties of shop tradesperson are required to wear as a minimum, green patch safety footwear.
- (4) Employees performing the duties of a tradesperson-painter are required to wear as a minimum, safety toe footwear.
- (5) Custodial employees performing regular duties will wear as a minimum, yellow patch safety footwear.
- (6) Custodial employees performing stripping and ground maintenance duties will wear as a minimum, yellow patch safety boots.
- (7) Warehousing employees will wear as a minimum, green patch safety boots.
- (8) A part time employee shall be entitled to an allowance of \$125.00 to cover the cost of safety boots and shoes as defined in Article 30.01 (2)(3)(4)(5)(6)(7) above. This allowance will be payable by the end of April and every two (2) years thereafter.

30.02 - Coveralls

Facilities Management employees shall be entitled to receive one (1) pair of coveralls in each year.

30.03 - Uniforms

Employees will be required to purchase and wear a Board approved uniform (shirt or smock only). However, the Board may also set reasonable dress code rules having regard for issues such as Health, Safety and Image.

In each of the 2009-2010, 2010-2011 and the 2011-2012 school years, the Board shall provide two (2) uniform shirts or smocks to all permanent employees in the Bargaining Unit.

ARTICLE 31 - OTHER MATTERS

Both the Board and the Union agree that the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating on any matter with the Board.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective name by their representative(s) thereunto duly authorized as of this 17th day of November, 2008.

For the Sudbury Catholic District
School Board

For the Canadian Union of
Public Employees, Local 1369, C.L.C.

Paula Peroni
Chairperson of the Board

Anna Sweet
Representative
Canadian Union of Public Employees

Catherine McCullough
Director of Education
and Secretary of the Board

Marc Boisvert
President, CUPE Local 1369

Other members :

Gerard Grandbois

Marc Begin

Daniel Sauve

SCHEDULE "A" - PAY RATES

Position	SEPT 1/08 3.00%	SEPT 1/09 3.00%	SEPT 1/10 3.00%	SEPT 1/11 3.00%
Custodian Elementary				
0 - 20,000 sq. ft.	23.03	23.72	24.43	25.17
20,001 - 30,000 sq. ft.	23.60	24.31	25.04	25.79
30,001 sq. ft. plus	23.78	24.49	25.23	25.99
St. Albert Custodian	23.78	24.49	25.23	25.99
Building Services Technician				
Year 1	24.49	25.22	25.98	26.76
Year 2	24.90	25.65	26.42	27.21
Year 3	25.26	26.02	26.80	27.60
Assistant Custodian	19.23	19.81	20.40	21.01
Cleaners	14.66	15.10	15.55	16.02
Casuals	14.66	15.10	15.55	16.02
Warehouse Clerk	21.88	22.54	23.21	23.91
Warehouse Assistant	19.23	19.81	20.40	21.01
General Trade Person	26.95	27.75	28.58	29.44
General Maintenance Person	24.69	25.43	26.19	26.98
Maintenance Helper	20.66	21.28	21.92	22.58
Labourer	14.66	15.10	15.55	16.02

(2) Allowance for Certificates

Employees in the General Tradesperson classification who possess government certificates will receive an allowance while performing duties recognized by the Trade Certificate. An additional allowance will be paid for additional certificates where required by law or by the Employer in order for the work to be performed.

\$.77 per hour effective Sept. 1/08

\$.80 per hour effective Sept. 1/09

\$.82 per hour effective Sept. 1/10

\$.84 per hour effective Sept. 1/11

(3) **Responsibility Allowance**

- (a) An employee assuming the Lead-Hand responsibility in secondary schools will receive an allowance of:

\$1.27 per hour effective Sept. 1/08

\$1.30 per hour effective Sept. 1/09

\$1.34 per hour effective Sept. 1/10

\$1.38 per hour effective Sept. 1/11

- (b) An employee assuming additional responsibilities during vacation periods due to the school Custodian's absence will receive an allowance of:

\$2.11 per hour effective Sept. 1/08

\$2.17 per hour effective Sept. 1/09

\$2.24 per hour effective Sept. 1/10

\$2.31 per hour effective Sept. 1/11

SCHEDULE “B” - Hours of Work

1. Hours of Work for Elementary School Staff and St. Albert Adult Centre

- (a) i) Normal School term - Monday through Thursday - Custodian

6:00 a.m. to 11:00 a.m.
3:00 p.m. to 6:00 p.m.

- ii) Normal School Term - Friday - Custodian

6:00 a.m. to 11:00 a.m.
3:00 p.m. to 6:00 p.m.

- iii) Normal School Term - Hours of Work - Assistant Custodians

Monday to Friday - 3:00 p.m. to 11:00 p.m.

- iv) Normal School Term - Hours of Work - Assistant Custodians or Cleaners
(Multi-Site)

Monday to Friday - 2:30 p.m. to 11:00 p.m.
(½ hour unpaid travel time)

- v) Normal School Term - Hours of Work - Cleaners

Monday to Friday 3:00 p.m. to 11:00 p.m.

- (b) During School Vacations - Monday through Friday

7:00 a.m. to 11:30 a.m.
12:00 p.m. to 3:30 p.m.

- (c) Alterations in the schedules set out in (a) and (b) above may be made on the basis of individual schools where such changes would improve the efficiency of the operation. Such changes shall be made by mutual agreement between the Board and the Union or the representatives of the Board and the Union.

Temporary alterations, not to exceed five (5) consecutive working days, in the schedules set out in (a) and (b) above may be made on the basis of individual schools where such changes would improve the efficiency of the operation.

2. Hours of Work for Secondary School Staff

- (a) i) Normal School Term - Monday through Friday - BST

6:30 a.m. to 3:30 p.m. or 7:00 a.m. to 4:00 p.m., as approved by the immediate supervisor
(one (1) hour unpaid lunch)

- ii) Normal School Term - Hours of Work - Assistant Custodians

Monday to Friday - 3:00 p.m. to 11:00 p.m.

*Note: One employee per secondary school will work 11:00 a.m. to 7:30 p.m. with a half (½) hour unpaid meal break. It is understood that if the Assistant Custodian working this shift replaces the BST, that all other Assistant Custodians at that school will work their normal schedule on that day.

- iii) Normal School Term - Hours of Work - Assistant Custodians or Cleaners (Multi-Site)

Monday to Friday - 2:30 p.m. to 11:00 p.m.
(½ hour unpaid travel time)

- iv) Normal School Term - Hours of Work - Cleaners

Monday to Friday 3:00 p.m. to 11:00 p.m.

- (b) During School Vacations - Monday through Friday

7:00 a.m. to 11:30 a.m.
12:00 p.m. to 3:30 p.m.

- (c) The normal hours of work will be eight (8) hours per day and forty (40) hours per week with specific schedules according to the needs of each school.
- (d) Shift will include day and afternoon shifts.
- (e) Alterations in the schedule set out in (a) and (b) above may be made on the basis of individual schools where such changes would improve the efficiency of the operation. Such changes shall be made by mutual agreement between the Board and the Union or the representatives of the Board and the Union.

Temporary alterations, not to exceed five (5) consecutive working days, in the schedules set out in (a) and (b) above may be made on the basis of individual schools where such changes would improve the efficiency of the operation.

3. Hours of Work for Facility Management Division Staff

- (a) Day Shift (Monday through Friday)

The normal day shift shall work from 8:00 a.m. to 4:30 p.m. with one-half (½) hour lunch period from 12:00 to 12:30 p.m. However, the exact time of the lunch period may be altered occasionally to facilitate work in classrooms or emergency work.

- (b) Afternoon Shift (Monday through Friday)

The normal afternoon shift shall work from 3:00 p.m. to 11:00 p.m. with one-half (½) hour lunch period. Whenever possible every effort will be made to rotate the afternoon shift work amongst the Facility Management Division Staff as much as possible. Such employees working on the afternoon shift will receive a shift premium as follows:

<u>Effective Sept. 1, 2008</u>	<u>seventy-seven (77) cents per hour</u>
<u>Effective Sept. 1, 2009</u>	<u>eighty (80) cents per hour</u>
<u>Effective Sept. 1, 2010</u>	<u>eighty-two (82) cents per hour</u>
<u>Effective Sept. 1, 2011</u>	<u>eighty-four (84) cents per hour</u>

- (c) Temporary alterations in the schedules set out in 3 (a) and 3 (b) above, may be made on the basis of maintenance requirements, whereas, such changes would improve the efficiency of the operation.

Alterations in the schedules set out in (a) and (b) above may be made on the basis of maintenance requirements where such changes would improve the efficiency of the operation. Such changes shall be made by mutual agreement between the Board and the Union or the representatives of the Board and the Union.

4. Hours of Work for Warehousing Department Staff

- (a) Day Shift (Monday through Friday)

The normal day shift shall work from 7:00 a.m. to 3:30 p.m. with one-half (½) hour lunch period from 11:30 .am. to 12:00 noon. However, the exact time of the lunch period may be altered occasionally to facilitate working conditions.

- (b) Temporary alterations in the schedules set out in 4 (a) above may be made on the basis of departmental requirements whereas such changes would improve the efficiency of the operation.

Alterations in the schedules set out in (a) above may be made on the basis of departmental requirements where such changes would improve the efficiency of the operation. Such changes shall be made by mutual agreement between the Board and the Union or the representatives of the Board and the Union.

5. Students

- (a) The employer shall have the right to hire students during the summer vacation period (May 1 - Sept. 15).
- (b) It is understood that permanent employees of the Board shall not have their hours reduced or be laid off as a result of students being hired.

SCHEDULE “C” - Custodial Staffing

1. The Parties recognize that under the General Legislative Grant (“G.L.G.”) provisions, funding for custodial staffing, as part of school operations, is dependent on full-time equivalent student enrolment, the area of school space generated by the enrolment and a value per square foot. The Parties also recognize that the G.L.G. provisions generate revenue for other school operations such as heating, lighting, cleaning, maintenance, materials, contracts and equipment.
2. If the Board is to provide custodial services through a leasing agreement, the Board has the right to respect the language of choice of the lease holder.
3. The Board will staff effective July 1st of each year (and reviewed annually by the Employer and the Union) according to projected enrolments for the upcoming school year and according to the following rates:

(a) Elementary FTE Enrolment at School	Allocation of Hours
(i) Below 100	Board discretion in consultation with the Union
(ii) 100-134	40 hours per week while the school is open under the applicable school year calendar
(iii) 135-170	At the rate of 50 hours for each 170 FTE students
(iv) 171-470	50 hours plus additional hours at the rate of 40 hours for each additional 170 FTE students
(v) 470 +	120 hours

(b) **Secondary** - An allocation of 40 hours/week will be assigned for each 140 FTE students enrolled up to a maximum of 280 hours/week (7 FTE).

- (c) Allocations for elementary and secondary schools will be rounded down for hours less than 5 per week, and rounded up for hours more than 5 per week.
- (d) Other factors such as portables, pods, employees on modified work will be given consideration in establishing an additional staffing allocation for a specific school. In schools with student enrolment less than 135 FTE students, staff shall be allotted additional time after the end of the school year in June and prior to the new school year in September to ready the school.

Table A is provided as a sample report. The Board shall be entitled to adjust staffing levels determined above, based on actual enrolment as of September 30th and as per rates above.

- 4. Notwithstanding Article 9.03 (1), Table "A" employees who are on contractual leaves, Workplace Safety Insurance Benefits or other leaves of absences shall be replaced at 50% subject to the availability of funding.
- 5.
 - (a) There shall be a minimum of one (1) Assistant Custodian in every school allocated 80 hours or more under paragraph 3 above.
 - (b) In the secondary schools, one of the above Assistant Custodians shall act as Lead Hand-Assistant Custodian on afternoon shift and receive the responsibility allowance specified in schedule "A".
 - (c) Subject to Article 7.06, 7.07, 7.08 and 7.09, no employee shall be reclassified without mutual agreement between the Employer and the Union.
- 6. In the event that the G.L.G. provisions are amended so that they resemble the funding model that existed prior to Bill 160, this Schedule "C" may be open for negotiations. Either party may serve notice under Section 16 of the Labour Relations Act.
- 7. The Parties agree with the following process in the event of a school transfer:
 - (a) The affected custodian shall be transferred to the new location.
 - (b) The transferred custodian shall be remunerated in accordance with Schedule "A" of the Collective Agreement.
 - (c) In the event that the new location cannot accommodate the transfer of assistants and cleaners, such employees shall be entitled to their rights under Article 7 of the Collective Agreement.

Schedule C as at October 31,2008

Table A

<u>Count</u>	<u>School</u>	<u>(Hours per week)</u>	
1	ST. ANDREW, SUDBURY	40.00	
2	ST. ANNE, HANMER	90.00	
3	ST. BERNADETTE, SUDBURY	30.00	
4	ST. CHARLES, CHELMSFORD	90.00	
5	ST. CHRISTOPHER, SUDBURY	50.00	
6	CORPUS-CHRISTI, SUDBURY	50.00	
7	ST. DAVID, SUDBURY	60.00	
8	ST. FRANCIS, SUDBURY	100.00	
9	IMMACULATE-CONC., VAL CARON	70.00	
10	ST. JAMES, LIVELY	100.00	
11	ST. JOHN, GARSON	90.00	
12	ST. JOSEPH, KILLARNEY	15.00	
13	ST. MARY, CAPREOL	20.00	
14	ST. MICHAEL, SUDBURY	30.00	
15	ST. PAUL, CONISTON	80.00	
16	PIUS XII, SUDBURY	80.00	
17	ST. RAPHAEL, SUDBURY	110.00	
18	ST. THERESA, SUDBURY	<u>40.00</u>	
		1,145.00	Hrs/Week
		28.63	FTE
MMA Total 130.00			
1	MARYMOUNT ACADEMY, SUDBURY	60.00	
2	MARYMOUNT COLLEGE, SUDBURY	<u>70.00</u>	
		130.00	Hrs/Week
		3.25	FTE
1	ST-CHARLES COLLEGE, SUDBURY	250.00	
2	ST-BENEDICT, SUDBURY	170.00	
3	Bishop Alexander, VAL CARON	120.00	
4	St Albert, Sudbury	<u>-</u>	
		540.00	Hrs/Week
		13.50	FTE
Grand total		1,815.00	Hrs/Week
		45.38	FTE

SCHEDULE “D” - Casual Employees

Articles of the Collective Agreement that apply to these employees :

Article 1	Purpose
Article 2	Scope
Article 3	Union Recognition
Article 4	Management Rights
Article 5	Grievance Procedure
Article 6	Union Security
Article 13	No Strikes or Lockouts
Article 15	Validity of Agreement
Article 16	Pay Days
Article 28	Term of Agreement
Article 29	Contract Language
Article 30	Safety Boots and Shoes and Uniforms 30.01 (2) to 30.01 (7) only
Article 31	Other Matters
Schedule “A”	

Statutory holidays, vacation pay, and leaves of absence shall be in accordance with the Employment Standards Act.

The hours of work for employees in excess of eight (8) hours/day or forty (40) hours/week shall be considered overtime hours and shall be paid at the rate of one and one-half times the regular rate.

Casual employees shall be required to purchase and wear a Board approved uniform (shirt or smock only) and safety footwear while performing their duties for the Board.

SCHEDULE "E" - Part-time Employees

The articles in the Collective Agreement with respect to Part-time Employees are applicable as follows:

Part "A"

Articles in the Collective Agreement also Applicable to Part-time Employees

1	7.01	10.04	16.02	25.03
2	7.02	10.05	16.03	25.04
3.01	7.03(2)(3)(4)(5)	10.06	17	25.05
3.02	7.04	10.07	18	25.09(1) to (8)
3.03	7.05	11.04	20	25.1
4.01 to 4.05	7.06	11.05	21	25.11
5.00 to 5.12	7.07	11.06	22.01	26.01
6.01	7.08	11.09	22.02	27.01
6.02	7.09	11.13	23.01	27.02
6.03	8	12.03	23.02	28.01
6.04	9.01	12.09	24.04	28.02
6.05	9.02	12.11	25.01	28.03
	9.03	13.01	25.02	28.04
	10.01	13.02		28.05
	10.02	14		29
	10.03	15		30.01 (2) to (7)
Schedule "A"		16.01		30.02
Schedule "B"				30.03
Schedule "C"				31

PART "B"

Articles of the Collective Agreement Applicable only to P/T Employees

7.03 (6)
 11.11
 11.12
 12.1
 24.03 (2)
 25.09 (9)
 30.01 (8)

PART "C"

Articles of the Collective Agreement Not Applicable to P/T Employees

7.03 (1) 12.07 25.06
 11.01 12.08 25.07
 11.02 19.01 25.08
 11.03 24.01 25.12
 11.07 24.02 26.02
 11.08 24.03 (1) 26.03
 11.1 24.05 30.01 (1)
 12.01 24.06 Schedule "D"
 12.02 24.07 Schedule "F"
 12.04 24.08
 12.05
 12.06

SCHEDULE “F” - Full-time Temporary Employees

This article refers to employees working more than twenty-four (24) hours/week on a regular basis for a specified duration not to exceed six (6) months within the Facility Management Division. For purposes of Capital Renovation Projects.

Articles which DO NOT APPLY to these employees

7.00	Seniority
8.00	Loss of Seniority
9.00	Job Posting
10.00	Paid Holidays
11.00	Annual Vacations
12.00	Hours of Work and Overtime
18.00	Tools and Equipment
19.00	Hospitalization and Medical Benefits
21.00	Pension Plan
22.00	Relieving in Other Classifications
24.00	Sick Leave
25.00	Leave of Absence
26.00	Retirement
27.00	Job Security
30.00	Safety Boots, Shoes and Uniforms
31.00	Other Matters

Schedules A, B, C, D, E

Statutory holidays, vacation pay, overtime and leaves of absence shall be in accordance with the Employment Standards Act.

Where a permanent employee is engaged to perform the work of a full-time temporary employee, the permanent employee shall retain full rights as a permanent employee under this Collective Agreement.

The rate of pay for employees under this schedule will be at least the cleaner’s rate of pay under Schedule “A”.

LETTER OF INTENT (# 1)

Job Descriptions

The Board agrees to prepare a Job Description when a new position is created or the duties of a job classification significantly changes. The rate of pay for new or modified position shall be determined in consultation with the Union.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF INTENT (# 2)

Casual Employees

1. The Board will make every reasonable effort to assign employees from the Casual List to vacant temporary positions in accordance with their date of hire.
2. When a casual employee becomes a permanent employee (part-time or full-time), the Board will recognize prorated experience (amount of time worked in hours) from assigned temporary positions only, not day-to-day assignments.
3. The employee's length of service with the Board will be considered as one factor when hiring as a permanent employee.
4. The Board will maintain a "date of hire" list of all casual employees.
5. Effective September 1, 2009, the number of hours worked will be included as additional information on the "date of hire" list.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF INTENT (# 3)

Pay Information

The Sudbury Catholic District School Board will provide to all members of the bargaining unit, on an annual basis, a schedule of the rate differentials for employees relieving in a higher paying classification; that schedule is otherwise known as a schedule of MSR codes.

Effective with the first pay period in January 2009, in addition to the pay stub each CUPE employee currently receives, the Sudbury Catholic District School Board will provide a time sheet earnings report. Information on that report will include but is not limited to the work date, the earning code, the hours worked each day, the hourly rate for all hours worked in the employee's classification, and the MSR rate for all hours worked while relieving in a higher paying classification.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 1)

Dayshift Pilot Project

The Parties agree that the dayshift pilot project undertaken for custodians in all elementary schools with an enrolment of 250 FTE or greater will be continued for the life of this Collective Agreement.

The hours of the dayshift will normally be between 6:30 a.m. and 3:30 p.m. as determined by the Facilities Services.

This Letter of Understanding will be reviewed at the expiry of this Collective Agreement.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 2)

RE: Supervision of Students

The Board agrees that CUPE employees will not be normally assigned to supervise students (i.e. classroom, recess, lunchtime and bus supervision).

This does not negate the requirement of CUPE members to act as responsible adults.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 3)

**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/Warehousing Staff;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in Custodial/Maintenance/Warehousing Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;

- use all remaining funds to hire additional unionized Board-employed Maintenance Staff in 2009-10.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 4)

Benefit Improvements - PDT Agreement

In accordance with the terms of the Provincial Discussion Table (PDT) for the 2008-2012 Collective Agreement, the Sudbury Catholic District School Board and CUPE Local 1369, will meet to review and apply the allocation of the Local's share of any Additional Enhancement Monies for the enhancement of benefits to be effective September 1, 2010.

The CUPE Local Bargaining Unit is committed to educating its members and promoting agreed-to cost-effective practices regarding the Benefits plans as outlined in Article 19 in consultation with the Superintendent of Education & Employee Relations and the Manager of Human Resources.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 5)

Joint Professional Development Committee

The Sudbury Catholic District School Board and CUPE local 1369 have jointly agreed to a philosophy which encourages professional development for all members.

A professional development committee with equal representation from Management and CUPE local 1369 will be established.

CUPE local is recognized as an equal participant in the Professional Development Committee. It is agreed that the Joint Professional Development Committee will be established and meet (within sixty (60) days of ratification) to review professional development issues and make recommendations for upcoming professional development opportunities for members.

Mutually agreed upon items will be forwarded to Senior Administration with a recommendation on timelines for implementation.

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 6)

T2200

The Employer agrees to provide, upon request, a T2200 to employees who are required to have and maintain a vehicle as a condition of employment.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 7)

Joint Job Evaluation

Whereas the parties recognize the goal of achieving fair and equitable wages for all employees within the Board and;

Whereas the parties recognize that the Board's Job Evaluation system may be utilized as a tool to highlight any internal equity concerns that may exist and;

Whereas the parties recognize that there may exist an inequitable disparity between duties and wages within Local 1369 bargaining unit classifications;

The Parties hereby resolve that during the term of the Collective Agreement to establish a Joint Job Evaluation Committee to review bargaining unit positions utilizing the Board's existing Job Evaluation Tool. The parties further agree to address any results of this process through the Labour/Management committee and if need be through the next round of Collective Bargaining.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 8)

Benefits

In accordance with the terms of the Provincial Discussion Table (PDT) agreement, for the 2008-2012 collective agreement, the Sudbury Catholic District School Board and CUPE local 1369 agree that the additional annual enhancement of benefits effective September 1st, 2010 shall first be applied as follows:

- Extended Health, Dental, Group Life and any other benefits provided under Article 19, for two (2) additional full-time positions created upon ratification.

When exact funding is confirmed, the parties shall meet and allocate the remaining portion to the following until the funding is exhausted:

- Retirees: Vision Care increase from \$150 to \$250
- Active employees: Vision Care increase from \$250 to \$350
- Orthotics: increase from \$300 to \$500

If there is a balance in the PDT benefit enhancement monies, it will be utilized to enhance working conditions for bargaining unit members.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 9)

Enhancements Arising from Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and Local unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Association and CUPE have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT agreement.

If the circumstances described above occur, subject to the appropriate Ministry funding, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 10)

Relationship Building

Whereas the Parties recognize the value of ongoing dialogue and relationship building as discussed within the PDT agreement as a means to sustain labour peace and progress;

The Parties hereby agree that following ratification the Parties agree to meet at the first available Labour/Management meeting to explore and develop a process of Relationship Building.

In developing a process the Parties may utilize the services offered by the Ministry of Labour or other resources as the Parties may deem appropriate.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 11)

Commitment

The Sudbury Catholic District School Board and CUPE Local 1369 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF UNDERSTANDING (# 12)

Letter of Reprimand or Suspension

The Parties agree that notwithstanding Article 4.05 of the Collective Agreement, in the event that a bargaining unit employee is in receipt of a letter of reprimand and/or suspension, and is absent on an unpaid leave of absence for a period of one or more years, such period of unpaid leave shall not be counted as part of the twenty-four (24) months period.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF AGREEMENT (# 1)

Contracting Out

The parties agree that a Joint Committee consisting of two CUPE representatives and two Employer representatives will be established within thirty days of ratification.

The Parties will develop their Joint Terms of References within ninety days of ratification.

The Committee will be provided with financial information in order to review contracting out issues. The Committee will make recommendations to the Superintendent of Business and Finance.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

LETTER OF AGREEMENT (# 2)

Staffing Factors

The Parties agree to continue to meet in order to discuss the issue of staffing and/or the priority of placing employees.

The Board will commit to an additional 5.0 FTE above Schedule C Table A for the duration of this agreement.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date

Appendix A

OMERS Contributory Earnings

The following information on contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by OMERS pension plan's contributory earnings requirements, as well as any and all amendments to the OMERS pension plan.

Contributory earnings include 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 (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. 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 (e.g. trade's allowances);
- 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 (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchaseable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses 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 member's pension will begin on the first day of the month following the revised retirement date.

Marc Boisvert
President, CUPE Local 1369

Paula Peroni
Chairperson of the Board

Date

Date