

*C/m*

**Note:** all references to "Superintendent of Human Resources" in either the status quo language shall be amended to "Human Resources Administrator"

## **ARTICLE 10 - TEMPORARY AND CASUAL EMPLOYEES**

### **10.06 Call-in Pay**

If a Casual employee has been either called out in error, or the assignment has been cancelled without the Casual employee having received a minimum of ~~three (3)~~ **one (1)** hours' notice prior to the scheduled commencement of the assignment, the Casual employee, upon reporting for duties, shall be assigned duties for a minimum of ~~two (2) hours~~ **fifty percent (50%) of the scheduled call-in shift** at the appropriate hourly rate of pay. It is understood that this does not apply in the case of inclement weather.

## **ARTICLE 11 - PART-TIME EMPLOYEES**

**11.02** Where operationally possible, part-time employees shall be offered any available hours in their assigned school(s) prior to a casual employee being assigned.

## **ARTICLE 12 - SENIORITY**

**12.06** Employees accepting and transferring to jobs outside the Bargaining Unit, or to jobs in other Bargaining Units, will maintain their Bargaining Unit seniority **for up to twenty-four (24) months**, but shall not accumulate seniority for their time spent outside the Bargaining Unit.

## **ARTICLE 13 - JOB POSTINGS**

**13.01** When a vacancy occurs or a new position is created, the Employer shall ensure that the notice of the position is posted at ~~each work location~~ and on a Conference on the Employer's internal email system for a minimum of five (5) working days in order that all employees will know about the position and be able to make written application. Simultaneously, the Employer agrees to forward a copy of the posting to the President of CUPE Local 997.

Note #1: An increase in the number of working hours of a position is not considered to be a new job or a vacancy.

Note #2: Postings which arise over the summer period will be posted only on a Conference on the Employer's internal email system and through the voice-mail system at the Corporate Office, which system shall be accessible by way of a toll-free number from Ontario. It is understood that any vacancies which must be filled in the interim may be filled by casual employees.

## **ARTICLE 14 - LAY-OFF AND RECALL**

**14.06** An employee in receipt of notice of lay-off may choose, within two (2) working days of receipt of the notice,

- (a) to accept the lay-off; or
- (b) to opt to retire; or
- (c) displace the most junior employee in a position in the same occupational group at the same hours and in the same salary classification in the following sequence (see Appendix "C"):
  - (i) within their family of schools

- (ii) within the next family of schools
- (iii) within the next family of schools.

Selection of (i), (ii) or (iii) is at the choice of the employee.

- (d) failing sufficient seniority to bump under (c) above, displace the most junior employee in a position in the same occupational group at higher hours and in the same salary classification, in the following sequence (see Appendix "C"):

- (i) within their family of schools
- (ii) within the next family of schools
- (iii) within the next family of schools.

Selection of (i), (ii) or (iii) is at the choice of the employee.

- (e) failing sufficient seniority to bump under (d) above, displace the most junior employee in a position in the same occupational group at lower hours and in the same salary classification, in the following sequence (see Appendix "C"):

- (i) within their family of schools
- (ii) within the next family of schools
- (iii) within the next family of schools.

Selection of (i), (ii) or (iii) is at the choice of the employee.

- (f) failing sufficient seniority to bump under (e) above, displace the most junior employee in a position in the same occupational group on a Board-wide basis, in the following sequence:

- (i) at the same hours in the same salary classification; or
- (ii) higher hours in the same salary classification; or
- (iii) lower hours in the same salary classification; or
- (iv) at the same hours in a lower salary classification; or
- (v) higher hours in a lower salary classification; or
- (vi) lower hours in a lower salary classification.

- (g) an employee who exercises their rights under 14.06 (c) to (f) must remain in the position for a minimum period of either:

- (i) six (6) months from the date of appointment, or
- (ii) the balance of the school year for ten (10) month employees and August 31<sup>st</sup> for twelve (12) month employees,

whichever is greater.

**This provision shall not apply in the case of a promotion (including an increase in hours), or a permanent employee who was or is presently in a temporary assignment, or if there is mutual agreement between the employee, the Local Union President or designate, and the Senior Manager of Human Resources.**

## ARTICLE 15 – TRANSFERS

### 15.01 Transfers to and from Supervisory Positions

- (a) ***A bargaining unit employee accepting an excluded position shall be entitled to a leave of up to twenty-four (24) months in order to accept the position. Seniority shall be maintained but shall not accrue during the term of such leave. If a temporary position, such appointment shall be for a defined period of no less than***

sixty (60) working days and no more than twenty-four (24) months. During such leave, the employee shall maintain their group benefits.

- (b) Employees who have always been excluded from the Bargaining Unit and at some time are transferred to a position within the Bargaining Unit shall be given seniority dating only from the date of transfer to the Bargaining Unit.

15.04 Temporary Transfers to Out-of-Scope Positions Responsibility Pay

Where no Head Custodian is present in a secondary school for a period of more than one (1) day, the Lead Custodian shall assume the duties of the Head Custodian on a temporary basis and shall **be paid an hourly premium of \$1.00 in addition to their regular hourly rate.** ~~receive the Elementary Head Custodian rate of pay.~~ Where no Lead Custodian is available, the position and rate shall be offered to the other custodians at the affected work location in order of seniority. **If the total number of hours regularly worked in the temporary position is less than those regularly worked by the employee in their permanent position, the employee's regular number of hours worked shall not be reduced, although their hours of work or shift may change.** This provision ~~clause~~ shall not apply during the months of July and August.

In the event that a permanent employee ~~is formally asked to fully~~ replaces an employee in the Middle Management Group, ~~except in the case of a Head Custodian as stated above,~~ and this temporary transfer continues for a period of six (6) days or more ~~to a maximum of sixty (60) working days,~~ the employee shall be paid an hourly premium of \$3.00, in addition to their regular hourly rate. **If the total number of hours regularly worked in the temporary position is less than those regularly worked by the employee in their permanent position, the employee's regular number of hours worked shall not be reduced, although their hours of work or shift may change.**

## ARTICLE 16 - HOURS OF WORK

16.09 Time off in Lieu

If an employee requests time off in lieu of payment for overtime and this request is approved by the Supervisor, the time off shall be based on the appropriate overtime rate for each hour worked.

Lieu time may be accumulated, with the time off to be scheduled and taken at a time mutually agreeable to the employee and the immediate supervisor and, in any case, no later than the August 31<sup>st</sup> following the month in which the time was accumulated. Any remaining accumulation at August 31<sup>st</sup> will be paid out at the appropriate overtime rate on the next regular pay.

Provided sufficient notice is given, requests to take lieu time shall not be unreasonably denied.

16.17 Attendance and Travel

When an employee participates in authorized professional development, either on or off of Board property, pre-approved travel time to a maximum of four (4) hours each way to and from such sessions, which result in an extended work day, shall be compensated at the employee's regular rate of pay, based on straight time.

## ARTICLE 20 - SICK LEAVE

- 20.04 A record shall be maintained of each employee's credited and accumulated sick leave, and each employee will be advised annually, ~~in writing,~~ of their total sick leave accumulation. ~~For employees whose regular work year is eleven (11) months or less, the annual sick leave~~

~~statement shall be forwarded, by November 1st of each year. For twelve (12) month employees,~~ The statement shall be forwarded electronically *via the Board's email system* by March 15th.

## ARTICLE 21 – WAGE RATES & METHOD OF PAY

- 21.03 ~~Employees will be paid bi-weekly on Thursday, except where a statutory holiday falls from Monday to Thursday of that week, in which case the pay date shall be the Friday of that week. Effective September 1, 2006,~~ Employees will be paid bi-weekly on Friday.
- 21.04 Each employee shall be provided with an itemized **electronic** statement of the wages and deductions associated with each pay **via the Board's email system**. Timesheet amendments shall be communicated to the affected employees.
- 21.08 Effective January 1, 2006, Maintenance III employees who possess two (2) or more of the following trade tickets in any combination of the following different disciplines:
- Electrician
  - ~~Maintenance Gas Fitter~~ **Industrial Maintenance Technician**
  - Gas Fitter II
  - Oil Burner Technician II
  - Plumber
  - Refrigeration and Air Conditioning Mechanic

all licensed in the Province of Ontario, shall receive an hourly market adjustment of ~~\$4.50~~ **\$4.64 effective January 1, 2009, \$4.78 effective January 1, 2010, \$4.92 effective January 1, 2011 and \$5.07 effective January 1, 2012** in addition to their regular hourly rate.

## ARTICLE 22 - GROUP BENEFITS

- 22.03 The Employer shall pay 75%, and eligible employees shall pay 25%, of the premium costs associated with the Dental Plan. **Effective January 1, 2012 the Employer shall pay 80%, and eligible employees shall pay 20%, of the premium costs associated with the Dental Plan.**

## ARTICLE 23 – GENERAL

- 23.03 For employees in the Maintenance Department, an annual safety boot allowance of \$175 shall be provided effective September 1, 2006. **Effective January 1, 2009 the safety boot allowance shall be \$180; effective January 1, 2010 it shall be \$185; effective January 1, 2011 it shall be \$191; effective January 1, 2012 it shall be \$197.** The specified amount shall be paid in the form of an allowance. Safety shoes will be worn by all Maintenance employees as a condition of employment.
- 23.04 The employer shall forward a copy of each WSIB Form 7 to the Union President immediately following its completion and submission to the WSIB.

## ARTICLE 27 - DURATION AND RENEWAL

- 27.01 This Agreement ~~shall be in effect until December 31, 2008~~ comes into force on the day it is **ratified by both parties, and expires on August 31, 2012.** and It shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the provisions of the *Ontario Labour Relations Act*.

For clarification, the parties agree to the deletion of the following Letters of Understandings from the collective agreement:

1. Re: Staff Development Fund – page 27 of the current collective agreement
  2. Re: Salary Re-opener – page 29 of the current collective agreement
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**MEMORANDUM OF UNDERSTANDING**

- between -

**CUPE LOCAL 997**  
(hereinafter referred to as The "Union")

- representing -

**THE CUSTODIAL/MAINTENANCE BARGAINING UNIT**  
(hereinafter referred to as the "Bargaining Unit")

- and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board" or the "Employer")

**Re: Student Achievement**

**The Board and the Union 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.**

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(hereinafter referred to as the "Board" or the "Employer")

Re: Criminal Reference Checks

WHEREAS Regulation 521/01 of the *Education Act* requires the Employer to conduct criminal reference checks for existing employees, as well as to collect annual offence declarations from employees;

IT IS THEREFORE UNDERSTOOD and agreed that:

1. All reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 shall be stored in a separate and secure location and maintained in a confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under paragraph 2 below.
2. The Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the *Education Act* (or any subsequent regulation or law) without the permission of the employee, except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, legal counsel and/or adjudication advisors of the OESC, as appropriate.
3. The Bargaining Unit may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the *Education Act*, or any subsequent regulation or law.
4. The Board shall consult with the Local regarding any changes to the Board's policy or operating procedure with respect to criminal record checks, as well as any changes the Board makes to the **electronic** offence declaration form.
5. This Memorandum of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article 9.

**MEMORANDUM OF UNDERSTANDING**

- between -

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- and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board" or the "Employer")

**Re: Staffing Funding Enhancement for 2009-10**  
**Custodial/Maintenance Staff (School Operations)**

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

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

**AND WHEREAS** the parties agree that the following will satisfy the requirements of the PDT Agreement, Section 6 - Custodial/Maintenance Staff (School Operations) as noted above;

- 1. Effective August 1, 2009, Custodial positions at Mariposa E.S. will be included under the Collective Agreement in effect between the Employer and the Union;**
- 2. Effective August 1, 2010, Custodial positions (with the exception of the Head Custodian at I.E. Weldon S.S.) at Dunsford D.E.S., Ridgewood P.S., Lady MacKenzie P.S., Woodville E.S. and I.E. Weldon S.S. will be included under the Collective Agreement in effect between the Employer and the Union;**
- 3. That persons employed on November 1, 2008 in Custodial positions at the schools set out in paragraph 2 above and as verified and approved by the Board, and who continue to be employed in Custodial positions on August 1, 2009 at Mariposa E.S, as well as those who continue to be employed in Custodial positions on August 1, 2010 at Dunsford D.E.S.,**

Ridgewood P.S., Lady MacKenzie P.S., Woodville E.S., and I.E. Weldon S.S. (with the exception of the Head Custodian at I.E. Weldon S.S.) shall:

- a) be offered custodial positions within the bargaining unit;
  - b) where such offer of employment is accepted, remain in the school to which they are currently assigned;
  - c) be required to serve a probationary period as set out in paragraph 12.08;
  - d) notwithstanding paragraph 12.08, upon successful completion of the probationary period, employees shall be granted seniority credit effective November 1, 2008;
  - e) be granted their annual vacation, in accordance with paragraph 18.01, based on a term of service beginning on November 1, 2008
  - f) not accrue sick leave, or any other entitlement, prior to August 1, 2009 or August 1, 2010 as applicable.
4. The parties agree that the positions noted in paragraphs 1., 2. and 3. above are not vacancies, as defined in Article 13, and shall therefore not be posted.
5. The parties agree that the Board has applied the enhancement noted in Section 6 of the PDT Agreement to fully:
- a) Offset staff reductions in Custodial/Maintenance staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
  - b) Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance staff in 2009-10 up to the value of the Board's share of this new allocation.

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#### MEMORANDUM OF UNDERSTANDING

- between -

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- and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**

(hereinafter referred to as the "Board" or the "Employer")

#### Re: Professional Development Allocation

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 activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

It is agreed that the Labour-Management Committee will meet within thirty (30) days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for union members.

**LETTER OF UNDERSTANDING**

- between -

**CUPE LOCAL 997**  
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- representing -

**THE CUSTODIAL/MAINTENANCE BARGAINING UNIT**  
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- and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board" or the "Employer")

**Re: Implementation of Electronic Communication**

Under the auspices of the Labour/Management Committee, and during the term of this collective agreement, the Employer and the Union shall determine the appropriate implementation dates with respect to the conversion from paper to electronic formats, as set out in the following sections of the collective agreement:

- Clause 13.01 – regarding the posting process
- Clause 20.04 – regarding sick leave statements
- Clause 21.04 – regarding pay statements
- Point 4 of the Letter of Understanding re: Criminal Reference Checks – regarding annual offence declarations

*[note: clause numbers are subject to re-numbering during the editing process]*

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**Re: Definition of OMERS Contributory Earnings**

The following definition of contributory earnings under the OMERS Pension Plan is provided for informational purposes only and is non-grievable. Contributory earnings must include all regular earnings, as follows:

- base wages or salary;
- regular vacation pay if there is corresponding service;

- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended.

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- and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD  
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**Re: Group Benefits and Other Working Conditions**

**The Parties agree that the Bargaining Unit's share of the Board's allocation under Section 12 of the PDT Agreement in 2010-11 is \$23,498.**

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**APPENDIX "A"**

**CUPE CUSTODIAL/MAINTENANCE SALARY GRIDS**

**AS ATTACHED – 1 PAGE**

Position	Band	Effective January 1, 2009				
		Start	After Prob	After 1 Yr	After 2 Yrs	After 3 Yrs
Maintenance I	2	17.40	18.17	18.94		
Custodian	3	17.56	18.33	19.11		
Lead Hand	6	18.05	18.82	19.60		
Head Custodian	8	18.38	19.18	19.96		
Maintenance II	9	18.59	19.37	20.17		
Maintenance III	10	20.17	21.22	22.26	23.32	
<b>Effective January 1, 2010</b>						
		Start	After Prob	After 1 Yr	After 2 Yrs	After 3 Yrs
Maintenance I	2	17.92	18.71	19.51		
Custodian	3	18.09	18.88	19.68		
Lead Hand	6	18.59	19.38	20.19		
Head Custodian	8	18.93	19.75	20.56		
Maintenance II	9	19.15	19.96	20.77		
Maintenance III	10	20.77	21.85	22.93	24.02	
<b>Effective January 1, 2011</b>						
		Start	After Prob	After 1 Yr	After 2 Yrs	After 3 Yrs
Maintenance I	2	18.46	19.28	20.10		
Custodian	3	18.63	19.45	20.27		
Lead Hand	6	19.14	19.96	20.79		
Head Custodian	8	19.49	20.35	21.18		
Maintenance II	9	19.72	20.55	21.40		
Maintenance III	10	21.40	22.51	23.61	24.74	
<b>Effective January 1, 2012</b>						
		Start	After Prob	After 1 Yr	After 2 Yrs	After 3 Yrs
Maintenance I	2	19.01	19.85	20.70		
Custodian	3	19.19	20.03	20.88		
Lead Hand	6	19.72	20.56	21.42		
Head Custodian	8	20.08	20.96	21.81		
Maintenance II	9	20.32	21.17	22.04		
Maintenance III	10	22.04	23.19	24.32	25.48	