

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LONDON DISTRICT CATHOLIC SCHOOL BOARD

(Hereinafter called the Employer)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL
4186**

(Hereinafter called the Union)

PART I: The Parties have agreed to the following language which will apply on a without prejudice trial basis from September 1, 2016 to August 30, 2019. It will be in effect for all positions in the CUPE bargaining unit.

A. Staffing (including Transfers and Surplus Procedures):

1. TRANSFERS

- i. On April 1st each year, the Human Resources Department will advise employees of the application process in the event such employees would like to engage in a transfer process into the same position (with the same job title) they currently hold in a different location.
- ii. By April 15th each year, such employees will advise the Human Resources Department of any position or positions for which they are prepared to accept a transfer. By indicating an interest in a particular position and location on the transfer form, the employee acknowledges that if a position so listed is available, they may be placed in such a position without further consultation and they will not have the right to refuse such a position when so placed in it.
- iii. The Human Resources Department in consultation with the Union will review such requests and, subject to employees having the necessary training, skills, ability, and qualifications to perform the available work, facilitate the transfer requests. Employees being moved through such a transfer process will be advised of their new assignment by the Human Resources Department prior to the commencement of the posting process provided for in Part 2 below and the Union shall be advised. Such transfers will take effect at the start of the following school year unless another date is agreed upon by the Board, Union and employees involved in the transfer.
- iv. Transfers cannot result in an increase in the hourly rate or the FTE for the employees involved in the transfer. For those employees who have a grand-parented hourly rate, they shall move with the grand-parented hourly rate.

- v. Mutual transfers can only be made between positions that are not vacant and an employee cannot engage in a mutual transfer into a position which is vacant.

2. POSTINGS and SURPLUS

On Monday, May 1st of each year, or on the last Monday in April in the event May 1st is not a Monday, where employees are being declared surplus due to a reduction in hours or positions at a school, a notice of surplus status will be provided to the least senior person(s) in the position at the particular school. There is no option for a more senior employee to self-declare that they are willing to be declared surplus in place of the least senior person(s).

During Postings 1 through 4 below, any employee who secured a permanent part-time position effective at the start of, or within, that current school year shall be ineligible to increase their FTE (full-time equivalent status) through the posting process. Such employees will be eligible to increase their FTE starting with Posting #5 below.

Postings with a start date prior to the following school year and those for the following school year will be posted at the same time following the timeframes set out in Section 2 of the Memorandum of Agreement.

- Postings with a start date prior to the following school year will be identified as such and each posting will include language that confirms that the provisions of Art. 14 will apply as it relates to the requirement of a 25 day trial period, a six (6) month limitation on posting to other vacancies at the same rate and number of hours, the ability to increase the FTE and no ability to self-declare surplus the following May.
 - Postings for the following school year will be identified as such and each posting will include language that confirms that the provisions of the Memorandum of Agreement will apply in its entirety.
1. On Monday, May 1st each year, or on the last Monday in April in the event May 1st is not a Monday, the Human Resources Department will post all known vacancies for the following school year. This posting (Posting #1) will be open to all employees, , including those who posted in and last six (6) months and those employees who are declared surplus under the previous paragraph above.
 2. On the Monday two weeks after Posting #1, the Human Resources Department will post all known vacancies for the following school year. This posting (Posting #2) will be open to all employees.
 3. On the Monday two weeks after Posting #2, (or on the following day in the event the Monday is a statutory holiday), the Human Resources Department will post all known vacancies for the following school year. This posting (Posting #3) will be open to all employees.

4. On the Monday two weeks after Posting #3, the Human Resources Department will post all known vacancies for the following school year. This posting (Posting #4) will be open to all employees.
5. On the Monday two weeks after Posting #4, the Human Resources Department will post all known vacancies for the following school year, including reposting any vacant positions not filled through Postings 1 through 4. This posting (Posting #5) will be open to all employees, including those who wish to increase their FTE status.
6. On the Monday two weeks after Posting #5 (or as soon as the results are decided for all vacancies posted in Posting #5, if earlier) each year, the Human Resources Department will contact any employees who continue to be surplus for the following school year.
 - i) Such employees will be contacted in order of seniority and offered the option of either being placed into a known vacancy for the next school year, which remains vacant after the results of Posting #5 above, including positions that are vacant as a result of Posting #5 results or positions that became known to be vacant after Posting #5; OR bump the least senior employee in the same position at another school provided there is an employee identified to be bumped who is less senior than the employee who remains surplus.
 - ii) The surplus employee who is contacted must provide their answer to the Human Resources Department as soon as possible but no later than forty-eight (48) hours after being contacted.
 - iii) This process will be repeated until all surplus employees are placed or until the surplus employees remaining have no one less senior to bump and/or no vacancies remain.
7. On August 15th each year, after the conclusion of the process above (or on such date agreed to by the parties), the Human Resources Department will post all remaining known vacancies for the following school year. This posting (Posting #6) will be open to all employees excluding those employees who successfully posted into a new position as part of Postings #1 through #5 or those employees placed into a new position as a result of the process provided for above. Posting #6 will be completed by the end of August.

The 25 day trial period referenced under Article 14.01 a) will only be available to those employees who secure a position from Posting #6 and these individuals will be restricted from applying for any vacancy for a period of six (6) months from the start of the assignment as set out in 14.01 b).

Those who secure a position from Postings #1 to #5 do not have access to the 25 day trial period under 14.01 a) and will be eligible to post for any vacancy including within a six (6) month period from the start of the assignment and will have the option of being

declared surplus on Monday, May 1, or on the last Monday in April in the event May 1st is not a Monday, of that school year.

3. SURPLUS AFTER THE COMMENCEMENT OF SCHOOL YEAR

In the event work assigned to a position is temporarily unavailable but is anticipated to be available later that school year, the employee in that position will be assigned to perform work temporarily in the same position within the same school/workplace if such work is available. If such work is not available, then the employee shall be offered any available temporary work in the same position in another school. If the employee declines such work or such temporary work in the same position is not available at another location, then the employee will be declared surplus.

For any employee with **ten (10) or more years'** seniority declared surplus after the commencement of school in September each year;

- i. In order of seniority an employee would have the option to choose a known vacancy for the same position or bump the least senior employee in the same position at another school provided the employee being bumped has less than ten (10) years seniority.

For any employee with **less than (ten) 10 years'** seniority declared surplus after the commencement of school in September each year;

- i. If there are known vacancies for the same position in the same geographical area, in order of seniority an employee shall choose such a vacancy either inside or outside their geographical area.
- ii. In the event there are no known vacancies for the same position in the same 'geographic area' then the employee would have the option to bump the least senior employee in the same position within the same '*geographic area' provided there is an employee to be bumped who is less senior and that has the same or greater FTE than the surplus employee's previous position, or choose a lesser FTE if the employee is prepared to accept a reduction in their FTE, than the employee who is surplus.
- iii. In the event there are no known vacancies available for the same position and no employee in the same position with less seniority to bump in their '*geographic area', in order of seniority an employee will select a position with the same number of hours or greater on or near the bottom of the seniority list and have a choice to bump (*provided there is an employee to be bumped who is less senior than the employee who is surplus*) one of these bottom three (3) positions on the seniority list that have the same or greater FTE than their previous position, or choose a lesser FTE if the employee is prepared to accept a reduction in their FTE.
- iv. These options above can be made in either circumstance permanently or until the end of that school year. If choosing an assignment until the end of the year, the Board will confirm with the employee's official notice of surplus as of Monday, May 1st, or on the last Monday in April in the event May 1st is not a

Monday. In the event an employee does not indicate in either circumstance whether they elect to accept such a position permanently or until the end of that school year then the employee will be deemed to have elected to accept such a position permanently. The Union will be advised of the election such employees have made or have been deemed to have made.

* For the purpose of this process, the 'geographic area' shall mean either London, Oxford County, Elgin County or Middlesex County.

When employees are to be declared surplus under this section, there is no option for a more senior employee to self-declare that they are willing to be declared surplus. If an employee is bumped under this process, they shall have no right to recall to the originating position they were bumped from.

The steps listed above are sequential. If there is more than one surplus employee, any such surplus employees will be dealt with in order of seniority.

In respect of the dates provided for above, if any of the dates listed (excluding dates in July and August) fall on a non-school day then the date shall be extended to the following school day.

4. ADDITIONAL PROVISIONS:

1. The Parties recognize that for the posting and surplus section above there is insufficient time this year to accomplish these processes. However, the Transfer language above will be put into effect on a without prejudice preliminary trial basis in July and/or August, 2016, following the conclusion of the existing staffing/posting/surplus processes.
2. For the purposes of this preliminary trial of the transfer language, the dates provided for, will be adjusted based on the date the process can start but the 14 day time span provided between each of those steps will be maintained. The anticipated start date for this preliminary trial will be discussed with CUPE in June, 2016, once the 2016-17 staffing processes are underway, and the anticipated start date will then be communicated to employees.
3. In the case where circumstances within the workplace require an employee to move for safety reasons, the parties agree to meet to determine a resolution that is least disruptive.
4. The Letter of Agreement 1 under the Collective Agreement will be temporarily suspended for the duration of the trial period.
5. The Employer agrees not to hold back, for any duration, any "known vacancies" mentioned above in order to populate them later.
6. The following processes will apply in the event that there is an existing 0.5 FTE midday position at a school, an additional 0.5 FTE position is assigned to that school and the school/ Board wishes to combine the midday position with the additional hours to create a 1.0 FTE position at the school:

- i. If the additional hours are being assigned to the school prior to the commencement of a school year (effective for the start of the following school year) or if the additional hours are being added effective following the commencement of the school year and up to and including the day prior to the Christmas break then the 1.0 FTE (the combined FTE) position will be posted and filled pursuant to the provisions of the Collective Agreement. In the event the incumbent in the existing 0.5 FTE midday position is not the successful applicant (or chooses not to apply) then she/he shall be declared surplus pursuant to the provisions of the Collective Agreement and the Working Group Memorandum of Agreement.
- ii. If the additional hours are being added effective the day following the Christmas break and up to the conclusion of the school year then the 1.0 FTE (the combined FTE) position will be first offered to the person in the existing midday 0.5 FTE position. If she/he is interested and accepts the position, then she/he will become a 1.0 FTE employee. However, effective for the commencement of the following school year, that new 1.0 FTE position will be posted and filled pursuant to the provisions of the Collective Agreement and the Working Group Memorandum of Agreement. Prior to the position being posted, the incumbent shall be declared surplus pursuant to the provisions of the Collective Agreement and the Working Group Memorandum of Agreement.

B. Article 29 – Casual (all non-permanent) Employees

29.01 a) Casual employees are those employees who are not required by the employer as permanent employees but are employed only to replace permanent employees who are absent due to leaves provided under the Collective Agreement or Statute.

Casual employees may also be hired under special circumstances to cover for a period of no more than forty-five working days to fill vacancies that have or will be posted. Casual employees may also be hired to cover for a period not to exceed six months for Special Projects (Union shall be provided with details of any Special Projects).

Casual custodial employees may also be utilized to provide custodial services for Community Use of School events. However, custodial services for Heritage/International Language programming will continue to be provided by permanent custodial employees.

b) The rate paid to a casual employee shall be the starting rate of the permanent position unless otherwise currently provided for in-schedule 'A'.

c) If a casual employee has worked at least 6 months in total and/or a total of 90 working days in position(s) with the same job title and is subsequently hired as a permanent employee in position(s) with the same job title, they shall have to serve a probationary period of not more than forty-five working days.

- d) Casual employees will not be covered by any terms and conditions of this Agreement except for the following:
- i. all applicable Central provisions
 - ii. Vacation pay in lieu shall be paid on a bi-weekly basis in accordance with statutory limitations;
 - iii. The right to post as an internal candidate, for permanent positions under Article 14 of the collective agreement, however will only be offered the position after all permanent employee applicants subject to Article 14,
 - iv. Article 8, 15, 16
- e) Employees of an Agency
- i. It is understood that the use of agency employees is limited to the secretarial and IT classifications only and such persons are not covered by the collective agreement.
 - ii. Agency employees will not be engaged for a period of more than 75 working days in any one school year. In addition, agency employees shall only be used in the same manner as 29.01 a) above to replace permanent employees.

29.02 It is the intention of the parties that no employee who has acquired seniority under this Agreement will be laid off by reason of the employer hiring employees under this Article.

C. Article 14 – Job Posting

NEW 14.06 a) Should an employee be absent from work due to illness or disability for a period in excess of 24 months and the employer elects to fill the position, the position will be posted.

Delete existing 14.06 a),b),c)

PART II: The parties have agreed to the following language which will apply on a without prejudice trial basis from September 1, 2016 to August 31, 2019 (or until otherwise extended herein).

Contracting Out

The parties agree that for the balance of the term of the current collective agreement, including any statutory freeze of existing provisions during collective bargaining to renew the current collective agreement, there will be no new contracting out of custodial services.

PART III: The parties have agreed to the following language which will apply on a without prejudice trial basis from June 13, 2016 to August 31, 2019. It will be in effect for all positions in the CUPE bargaining unit.

In Article 18 (Recall) in Article 18.02 replace "Vacancies shall be filled" with "Employees on layoff shall be recalled to available permanent positions." As a result, during the time period noted above, Article 18.02 will read as follows:

Employees on layoff shall be recalled to available permanent position(s) from the recall list on the basis of seniority provided the Employee has the experience, skills, ability and qualifications to do the available work.

PART IV: The parties have agreed to the following language which will apply on a without prejudice trial basis from September 1, 2016 to August 31, 2019 (or until otherwise extended herein).


Offer Letters

The parties agree that for the balance of the term of the current collective agreement, including any statutory freeze of existing provisions during collective bargaining to renew the current collective agreement, the Union will be copied on all Offer of Employment Letters and on any communication with employees that confirms the completion of their probationary period.

PART V: The Working Group will reconvene each November to evaluate the success of this trial project and to recommend, subject to ratification/approval by the parties where necessary, any changes to this Memorandum of Agreement (with such amendments taking effect on a date to be agreed to by the parties).

DATED this _____ day of May 2019 and as amended on dates agreed to by the parties.

For the Board:



Supt. of Human Resources
& General Counsel

For the Union:

