



AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE LOCAL 1247

FOR THE PERIOD

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

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APPENDIX I

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

- i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- b) Notice to bargain centrally constitutes notice to bargain locally.
 - c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

- a. There shall be established a Central Dispute Resolution Committee ("The Committee"), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency ("the central parties"), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.
- b. The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c. A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d. For the purposes of this section, "central party" means an employer bargaining agency or employee bargaining agency, and "local party" means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

a. The central parties shall each have the following rights:

- i. To file a dispute with the Committee.
- ii. To file a dispute as a grievance with the Committee.
- iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
- iv. To withdraw a dispute or grievance it filed.
- v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
- vi. To refer a grievance it filed to final and binding arbitration.
- vii. To mutually agree to voluntary mediation.

b. The Crown shall have the following rights:

- i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
- ii. To participate in any matter referred to arbitration.
- iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

- a. It shall be the responsibility of a central party to refer a dispute to the Committee, or to arbitration, in a timely manner.
- b. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the CDRP, including mediation and arbitration, and to direct them accordingly.

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.
- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is

without prejudice to either parties' position on jurisdictional matters, including timeliness.

- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.
 - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed

Statement of Facts” and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.

- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

The parties have agreed to participate in the Provincial Benefit Trust set out in the CUPE Education Workers Benefit Trust Agreement and Declaration of Trust “CUPE EWBT” established February 28, 2018. The date on which the board and the bargaining unit commenced participation in the Trust shall be referred to herein as the "Participation Date".

The parties agree that, once all employees to whom this memorandum of settlement applies transition to the CUPE EWBT, all references to existing life, health and dental benefits plans in the applicable local collective agreement shall be removed from that local agreement.

Consistent with section 144.1 of the Income Tax Act (Canada) (“ITA”) Boards’ benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT.

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The Trust will maintain eligibility for CUPE represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement (“CUPE represented employees”).

- b) The Trust is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board.
- c) Retirees who were previously represented by CUPE, who were, and still are members of a Board benefit plan as at the participation date are eligible to receive benefits through the CUPE EWBT based on prior arrangements with the Board.
- d) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

Funding related to the CUPE EWBT will be based on the following:

- a) Funding amounts:
 - September 1, 2022: increase of 1% (\$5,712.00 per FTE)
 - September 1, 2023: increase of 1% (\$5,769.12 per FTE)
 - September 1, 2024: increase of 1% (\$5,826.82 per FTE)
 - September 1, 2025: increase of 1% (\$5,885.08 per FTE)
 - August 31, 2026: increase of 4% (\$6,120.48 per FTE)

C5.3 Cost Sharing

The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and

CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

C5.5 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.
- b) New hires after the Participation Date who are eligible for benefits from the CUPE EWBT are not eligible for pay in lieu of benefits.

C5.6 Benefits Committee

- a) A benefits committee comprised of the employee representatives, the employer representatives, including the Crown, and Trust Representatives will meet to address all matters that may arise in the operation of the Trust. This committee is currently known as "TRAC 3".

C5.7 Privacy

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall also be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

Definitions:

The definitions below shall be exclusively used for this article.

"Full year" refers to the ordinary period of employment for the position.

"Permanent Employees" – means all employees who are not casual employees, or employees working in a long-term supply assignment, as defined below.

"Long Term Supply Assignment" means, in relation to an employee,

- i. a long-term supply assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

- i. A casual employee within the meaning of the local collective agreement,
- ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. If clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work.

Notwithstanding the above, an employee working in a Long-Term Supply Assignment shall not be considered a casual employee for purposes of sick leave entitlement under this article while working in the assignment.

“Fiscal Year” means September 1 to August 31.

“Wages” is defined as the amount of money the employee would have otherwise received over a period of absence, excluding overtime.

a) Sick Leave Benefit Plan

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short-term disability coverage to provide protection against loss of income when ill or injured as defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only. Appointments shall be scheduled outside of working hours, where possible.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under an LTD plan, are not entitled to benefits under a school board’s sick leave and short-term disability plan for the same condition.

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days payable at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

Employees on Long-Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long-term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the start of the assignment. An employee completing a long-term supply assignment that is less than a full year will be allocated eleven (11) sick days payable at one hundred percent (100%) reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

c) Short Term Disability Coverage – Days Payable at 90% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of

employment. Permanent Employees eligible to access short-term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

Employees on Long-Term Supply Assignments

Subject to paragraph d) below, Employees completing a full year long-term supply assignment shall be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages at the start of the assignment.

An employee completing a long-term supply assignment that is less than a full year will be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages reduced to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

d) Eligibility and Allocation

A sick leave day/short term disability leave day will be allocated and paid in accordance with current local practice.

Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short-term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long-Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

Employees employed in a long-term supply assignment which is less than the ordinary period of employment for the position shall have their sick leave and short-term disability allocations pro-rated accordingly.

Where the length of the long-term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/short-term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

e) Refresh Provision for Permanent Employees

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

The Local union and Local school board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short-Term Leave and Long Term Disability Plans.

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary will be reduced accordingly and a pro-rated sick/short-term allocation for the employee's working portion of the current year will be provided. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

For the purposes of d) and e) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal

with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

g) Graduated Return to Work

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to-work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short term disability allocation remaining, if any, for the portion of the day where the Employee is unable to work due to illness or injury. A partial sick/short term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours.

Where an employee returns on a graduated return to work from a WSIB/LTD claim, and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;
- and has sick leave days and/or short-term disability days remaining from the previous year

The employee can access those remaining days to top up their wages proportional to the hours not worked.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short-term disability days remaining from the previous year,

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with paragraph c), the Employee will also be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is to be provided by the Employee for absences of five (5)

consecutive working days or longer. The medical confirmation may be required to be provided on the form contained in Appendix C.

Short-Term Disability Leave

In order to access short-term disability leave, medical confirmation may be requested and shall be provided on the form attached as Appendix "C" to this Agreement.

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

i) Notification of Sick Leave Days

The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

Employees accessing short-term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked for the purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short-Term Paid Leave Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short-term disability leave.

When employees use any part of a short-term disability leave day they may access their top up bank to top up their salary to 100%.

l) Sick Leave to Establish EI Maternity Benefits

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without deduction from the sick days or short-term disability leave days (remainder of six weeks topped-up as SEB).

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

The Council of Trustees' Associations (CTA) and the Canadian Union of Public Employees (CUPE) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 Membership

The Committee shall include four (4) representatives from CUPE/SCFP and four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's agendas, work and meetings.

C7.4 Meetings

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

C7.7 Cost of Labour Relations Meetings

The parties agree that efforts will be made to minimize costs related to the committee.

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

CUPE/SCFP appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 CASUAL SENIORITY EMPLOYEE LIST

On or before September 1, 2016, school boards shall establish a seniority list for casual/temporary employees, where a list does not currently exist. This will be a separate list from permanent employees and shall have as its sole purpose to track length of service with the Board. Further, the list shall have no other force or effect on local collective agreements other than those that may already exist for casual/temporary employees in the 2008-12 local collective agreement.

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

At all central bargaining meetings with the Employer representatives the union will be represented by the OSBCU negotiations committee.

The union will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive.

C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

The parties (OSBCU and the CTA) agree to meet within 30 days (or another mutually agreed time) of receiving written notice of a decision to fully or partially merge, amalgamate or integrate a school board or authority. The Crown shall receive an invitation to participate in the meeting. The parties agree to discuss the impact to the affected school board or authority of the merger, amalgamation or integration, including possible redeployment strategies.

C14.00 SPECIALIZED JOB CLASSES

The following language applies to a particular position that requires post-secondary training, licensing, and is not funded on a provincial grid. It also includes a position in the information technology sector requiring specialized skills.

Where a school board determines that an evaluation is necessary, and where the compensation package for the position is determined to be below the local market value outside of the education sector, as evidenced by a local market value assessment, the applicable school board may adjust the base wage or salary rate for the position following a discussion between the local Parties.

C15.00 PROFESSIONAL ACTIVITY DAYS

The parties agree that if the Ministry of Education declares a change in the number of PA Days the following shall apply:

The parties agree that there will be no loss of pay for CUPE members (excluding casual employees) as a result of the change in the number of PA Days determined by the Ministry of Education. The scheduling of PA days shall not change the number of paid days for the work year as per the Collective Agreement.

APPENDIX A

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy	Group
Individual	Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision(s) Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Comprehensive Statement of Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	Central File #:
Withdrawn	Resolved
Referred to Arbitration	
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.	

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- 1) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
 - b) the Employee's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and except where there are grievances pending, the Employer and union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Hamilton-Wentworth District School Board
 - iii. Huron Perth Catholic District School Board
 - iv. Peterborough Victoria Northumberland and Clarington Catholic District School Board
 - v. Hamilton-Wentworth Catholic District School Board
 - vi. Waterloo Catholic District School Board
 - vii. Limestone District School Board
 - viii. Conseil scolaire catholique MonAvenir
 - ix. Conseil scolaire Viamonde

Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX C - Medical Certificate

PART 1

The Board may request this medical confirmation in accordance with Article C6.1 h)

Part 2 of this form is to provide the Employer with information to assess whether the employee is able to perform the essential duties of their position and to understand restrictions and/or limitations to assess workplace accommodation if necessary.

Part 2 need only be completed for a return to work that requires an accommodation

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ vvvv</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ vvvv</p> <p>Signature _____ Date _____</p>	<p>Dear Health Care Professional, please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
---	---

Employee ID:	Telephone No:
Employee Address:	Work Location:

Health Care Professional: The following information should be completed by the Health Care Professional

First Day of Absence:

General Nature of Illness* (*please do not include diagnosis*):

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

Return to work date: **dd mm yyyy**

For limitations and restrictions, please complete Part 2.

Health Care Professional, please complete the confirmation and attestation in Part 3

PART 2 – Physical and/or Cognitive Abilities

Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (*please complete all that is applicable*)

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

<p>Attention and Concentration:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Following Directions:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Decision-Making/Supervision:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Multi-Tasking:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>
<p>Ability to Organize:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Memory:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Social Interaction:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>	<p>Communication:</p> <p><input type="checkbox"/> Full Abilities</p> <p><input type="checkbox"/> Limited Abilities</p> <p><input type="checkbox"/> Comments:</p>

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*).

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

Health Care Professional: The following information should be completed by the Health Care Professional

From the date of this assessment, the above will apply for approximately:

- 1-2 days 3-7 days 8-14 days
 15 + days Permanent

Have you discussed return to work with your patient?

- Yes No

Recommendations for work hours and start date (if applicable):

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

Is the patient on an active treatment plan?: Yes No

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): _____ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?

Yes No

Please check one:

- Patient is capable of returning to work with no restrictions.
 Patient is capable of returning to work with restrictions. **(Complete Part 2)**
 I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

Recommended date of next appointment to review Abilities and/or Restrictions: dd mm YYYY
PART 3 – Confirmation and Attestation
Health Care Professional: The following information should be completed by the Health Care Professional
I confirm all of the information provided in this attestation is accurate and complete: <input type="checkbox"/>
Completing Health Care Professional Name: (Please Print) _____
Date: _____
Telephone Number: _____
Signature: _____

* “General Nature of Illness” (or injury) suggests a general statement of a person’s illness or injury in plain language without any technical medical details, including diagnosis. Although revealing the nature of an illness may suggest the diagnosis, it will not necessarily do so. “Nature of illness” and “diagnosis” are not congruent terms. For example, a statement that a person has a cardiac or abdominal condition or that s/he has undergone surgery in that respect reveals the essence of the situation without revealing a diagnosis.

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists in part B, the following items are to be retained as written in the 2019-2022 collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues:

- Paid Vacations
- Work week (excluding scheduling)
- Work year (excluding scheduling)
- Hours of Work (excluding scheduling)
- Preparation Time
- Staffing levels (including staffing levels related to permits and leases and replacement staffing)
- Allowances/Premiums
- OMERS
- LTD

LETTER OF UNDERSTANDING #2

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Status Quo Central Items and Items Requiring Amendment and Incorporation

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo or are altered as outlined below. The following language must, however, be aligned with current local provisions. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB – EI WAITING PERIOD

The parties agree that the issue of the statutory amendment to the *Employment Insurance Act* resulting in a reduction of the employment insurance waiting period has been addressed at the central table and the intent of any existing local collective agreement provisions shall remain status quo. Therefore, where a school board's local collective agreement language references a two-week waiting period and required payment for the two-week waiting period, the board shall ensure that the funds payable from the board to a permanent employee taking an approved leave of 12 months or greater, shall reflect the full sum that would have been payable prior to the reduction of the waiting period.

Provisions with regard to waiting periods and/or payments during such waiting periods shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein and to accord with the relevant statutory change that reduced the waiting period to one week.

STATUTORY/PUBLIC HOLIDAYS

School boards shall ensure that within their local collective agreement terms, Family Day is included as a statutory/public holiday.

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

For parties who have yet to incorporate or aligned local language into the 2014-2017 collective agreement, the following shall apply:

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks (*or insert local superior provision reflecting status quo) immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long-term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short-term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short-term paid leaves shall not subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.”

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

Boards which have Long-Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short-term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

LETTER OF UNDERSTANDING #3

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Job Security: Protected Complement

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members;
or
 - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this

consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.
5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades
8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

LETTER OF UNDERSTANDING #4

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference

PREAMBLE:

The parties recognize the importance of embracing diversity and moving beyond tolerance and celebration to inclusivity and respect in our workplaces. Organizations are strengthened when employers can draw upon a broad range of talents, skills, and perspectives. The parties further recognize that a diverse and inclusive workforce may contribute to student success.

I. MANDATE OF THE COMMITTEE

The mandate of the Education Worker Diverse and Inclusive Workforce Committee is to jointly explore and identify best practices that support diversity, equity, inclusion and to foster diverse and inclusive workforces reflective of Ontario's diverse communities.

II. DELIVERABLES

The committee will identify existing recruitment, retention and promotion strategies that aim to eliminate barriers for individuals who identify as members of historically underrepresented groups. In addition, the committee will review training and education programs that support the creation of positive, equitable and inclusive workplaces, and foster diverse and inclusive workforces.

Once jointly identified, materials and resources may be shared with school boards and CUPE locals.

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

Should there be interest from other Education Worker tables in creating a comparable committee, the parties shall discuss the creation of a Provincial Education Worker Diverse and Inclusive Workforce Committee. If other comparable Education Worker committees are created, and in the absence of a Provincial Education Worker Diverse Workforce Committee, the parties shall discuss holding joint meetings.

IV. CO-CHAIR SELECTION

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's work and meetings.

LETTER OF UNDERSTANDING #5

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Sick Leave

The parties agree that any existing collective agreement provisions with respect to the items listed below, that do not conflict with the clauses in the Sick Leave article in the Central Agreement, shall remain status quo for the term of this collective agreement:

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

LETTER OF UNDERSTANDING #6

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Central Labour Relations Committee

The parties agree that the Central Labour Relations Committee will discuss the following topics:

- Discussion of pilot project on arbitration
- Sick Leave and Short Term Disability Leave
- Any other issues raised by the parties

The parties agree to schedule no fewer than four (4) meetings per year and that agenda items shall be exchanged one week prior to the meeting.

LETTER OF UNDERSTANDING #7

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(hereinafter the 'CTA/CAE')**

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2022 to August 31, 2026 as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn
Paula Knopf
Brian Sheehan
Jesse Nyman
Matthew Wilson
Bernard Fishbein

French Language:

Michelle Flaherty
Kathleen O'Neil
Bram Herlich
Graham Clarke
Geneviève Debané

The parties agree that bilingual Arbitrators may also be used on English cases.

LETTER OF UNDERSTANDING #8

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Children's Mental Health, Special Needs, and Other Initiatives

The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial school system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace CUPE workers, nor diminish their hours of work.

LETTER OF UNDERSTANDING #9

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group – Health and Safety in accordance with the Terms of Reference dated November 7, 2018, including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the working group, those practices will be shared with school boards.

LETTER OF UNDERSTANDING # 10

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

RE: Ministry Initiatives Committee

The Provincial Committee on Ministry Initiatives provides advice to the Ministry of Education, on new or existing ministry initiatives/strategies to support improvement to achievement and well-being of all learners. The Crown may convene a meeting of this committee to discuss such initiatives.

CUPE-OSBCU will be an active participant in the consultation process at the Ministry Initiatives Committee.

LETTER OF UNDERSTANDING #11

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

RE: Bereavement Leave

1. The parties agree that the issue of bereavement leave has been addressed at the central table.
2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

RE: Short Term Paid Leave

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:
 - i) Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - ii) Attendance at Indigenous cultural/ceremonial events.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

LETTER OF AGREEMENT # 13

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

and

**The Canadian Union of Public Employees
(hereinafter 'CUPE')**

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

The parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and absenteeism.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of CUPE and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.
The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
 - a. utilization of the sick leave and short-term disability plans;
 - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

PART B – LOCAL TERMS

DEFINITIONS

Casual Employee

Any employee who is not regularly scheduled to work and who is employed to perform duties under Article L12.1 (e). Such employee shall be excluded from the conditions of this Agreement except for Union security; rates of pay and access to new or vacant positions (after regular employees).

It is understood and agreed that the purpose of casual employees hired under Article L12.1 (e) is not to replace regular full/part-time employees or to reduce the hours of work of regular employees.

In accordance with Central Terms the Board shall produce a Casual Supply Employee Seniority List during the month of January of each school year. The list will reflect employee names in descending order based on hours of work. A copy of such list shall be forwarded to the Union. The initial list will calculate hours commencing the start of the first pay period in January 2015 to the end of the second last pay period of August 2016, and be published by September 1, 2016. Subsequent lists will calculate hours cumulatively based on the start of the first pay period in January and up until the start of the last pay period in December.

Employee

The word "employee" or "employees" wherever used in this Agreement, shall mean any or all employees in the Bargaining Unit as defined in Article L1.1.

Full-time Employee

Any person who is regularly employed for twenty-four (24) hours per week or more.

Part-time Employee

Any person who is regularly employed for less than twenty-four (24) hours per week, except as otherwise defined for the purpose of Article L16.1 (b).

L1.00 RECOGNITION

L1.1 Classification

The Employer recognizes the Union as the sole bargaining agent for the purpose of collective bargaining in respect to rates of pay, hours of work and other working conditions for all employees of the Employer in maintenance, Plant operations and courier services save and except supervisors, persons above the rank of supervisor, office staff and students employed during May, June, July and August.

L1.2 Limitations

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, without the permission of the Plant Manager or designated representatives.

The Employer agrees to permit the Union to post notices of meetings and other Union business exclusive to Local 1247 on bulletin boards provided by the Employer for such purposes. Copies of such notices shall be forwarded to the Manager of Plant.

L1.3 No Other Agreements

No employee shall be required or permitted to make any written or verbal Agreement with the Employer or a representative of the Employer which may conflict with the terms of this collective agreement.

L1.4 Freedom of Complaint

- (a) Nothing in this Agreement shall be deemed to take away the right of individual employees to present personal complaints to their Supervisor or the Manager of Plant except where the complaint has already been processed through the grievance procedure.
- (b) Employees and school trustees shall not enter into any discussion concerning any grievance as defined in Article L7.1, except as permitted at the arbitration of the grievance procedure.

L1.5 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except:

- (a) In emergencies when regular employees are not available.
- (b) For purposes of instruction or experimentation at times to be determined by the Employer.

In no case shall these activities reduce the hours of work or the pay of an employee.

L2.00 MANAGEMENT RIGHTS

L2.1 The Union recognizes that all managerial rights of the Employer are reserved to the Employer, except as expressly limited in this Agreement.

L2.2 The Union therefore recognizes that, without limiting in any way the generality of Clause L2.1, it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, and rehire employees and to discipline, suspend or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that the employee has been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) establish from time to time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of employees;
- (d) generally manage and operate its school system.

L3.00 MEMBERSHIP AND DEDUCTION OF DUES

L3.1 Membership

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees shall, as a condition of continued employment,

become and remain members in good standing in the Union upon completion of the probationary period.

Notwithstanding the foregoing, the Union recognizes that in accordance with the applicable section of the Labour Relations Act the Employer shall not be required to discharge an employee because:

- (a) the employee has been expelled or suspended from membership in the trade Union; or
- (b) membership in the trade Union has been denied to or withheld from the employee,

for the reason that the employee:

- (c) was or is a member of another trade Union;
- (d) has engaged in activity against the trade Union or on behalf of another trade Union;
- (e) has engaged in reasonable dissent within the trade Union;
- (f) has been discriminated against by the trade Union in the application of its membership rules; or
- (g) has refused to pay initiation fees, dues, or other assessments to the trade Union which are unreasonable.

L3.2 Deduction of Dues

The Employer agrees, during the life of this Agreement, to deduct from each employee, as a condition of employment, all such monthly dues and assessments as are in accordance with the Union's by-laws and are an obligation on the employee to the Union.

The procedure shall be:

1. Deduction shall be made from each pay due to the employee.
2. The first deduction for any employee shall be made following thirty (30) calendar days of employment with the Employer, except for casual employees, such deduction shall be done in accordance with the Union By-Laws.
3. Monthly deductions shall be sent to the Financial Secretary of the Union prior to the 15th day of the next month and shall be accompanied by two (2) copies of the list of the employees from whose pay such deductions were made.
4. Every six (6) months the addresses and location numbers, as well as the names of employees, shall be shown on the deduction list.
5. The Union shall acknowledge receipt of all fees deducted and transmitted to it.
6. The Employer will supply each member of the Union, by means of an entry on the T-4 slip, a receipt for the amount of Union dues paid during the previous year.

L3.3 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in this Article dealing with deductions of Union dues.
- b) The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary), start date and work location of all employees hired into the bargaining unit, prior to their first day of employment.
- c) The Employer agrees, that as part of the offer of employment, they will advise potential employees that a Collective Agreement is in effect and will inform them of the conditions of employment set out in articles of the Collective Agreement.

L3.4 Orientation Sessions

Once a year, where the Employer conducts corporate orientation sessions, or during corporate training, the Union will be provided an agreed to time allotment during such session to make a presentation about membership in the Union. The Employer will leave the room during the Union presentation.

The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

L4.00 NO DISCRIMINATION

- L4.1 There shall be no discrimination, interference, intimidation, restraint, or coercion exercised or practised by either the Union or the Employer or any of their representatives with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, disability and same-sex partnership, place of residence, nor by reason of membership or non-membership or activity or lack of activity in the Union or for any other reason.

L5.00 CORRESPONDENCE

L5.1 Correspondence and Notice

Except as herein otherwise provided, all notice or correspondence between the Parties arising out of this Agreement or incidental thereto shall be directed, in the case of the Employer, to the Secretary of the Union, and, in the case of the Union, to the person designated by the Employer.

- L5.2 The Board shall provide to the Union the Agenda for any Board meeting two (2) days prior to the meeting. The Board shall post minutes of Board meetings on the Board's website.

L 5.3 Contact Information

- a) The employer will provide to the Union a list of all of the employees in the bargaining unit. The list will include each person's name, home mailing address, and primary telephone number.

The employee contact list will be provided electronically to the Union contact designated by the Local Executive on a semi-annual basis, per L11.13, and no more than one other time per year, upon written request.

b) **Personnel Changes**

The Employer will provide the Union with monthly electronic personnel changes containing the following information.

- i) Work location
- ii) Job title/classification
- iii) Employment status: permanent, temporary, casual
- iv) New hires
- v) Employees on leave

L6.00 BARGAINING COMMITTEE

L6.1 Establishment and Function

The Employer and the Union shall establish a Bargaining Committee whose function shall be to deal with all matters within the scope of local bargaining.

L6.2 Composition of the Bargaining Committee

The Bargaining Committee shall consist of not more than four (4) representatives appointed by the Employer and not more than four (4) members appointed by the Union. The Union shall be accompanied by the CUPE National Representative.

L6.3 Meeting of the Committee

Either group of representatives on the Bargaining Committee may call for a meeting which shall be held not later than thirty (30) calendar days, unless otherwise mutually agreed between the two parties, from the date of such notification given in writing to the other Party to the Agreement and stating the reason for such a meeting. The time and place of the meeting shall be mutually agreeable to the two Parties.

L6.4 Time Off for Meetings

Where meetings of the Bargaining Committee occur during working hours, Union members of the Committee shall not suffer loss of remuneration or any other benefits under the Collective Agreement due to attendance at such meetings.

L6.5 Technical Information

The Employer shall make the following information available to the Union on request: positions in the Bargaining Unit, job classifications, wage rates pension and benefit plans applying to members of the Bargaining Unit and the Board's policy manual. JJEC Advise of Rating Forms will be shared with the Union in accordance with the Joint Job Evaluation Terms of Reference.

L6.6 Union Bargaining Leave

The Employer agrees to grant the Union a total of eight (8) days leave in the four (4) month period prior to the expiration of the Agreement, for the purposes of preparing bargaining proposals. This leave shall be without loss of pay, benefits or seniority, and the Union shall reimburse the Employer the wages of employees granted leave under this provision.

L7.00 GRIEVANCES

L7.1 Definition

A grievance under this Agreement shall be defined as any difference or dispute between the employee and the Employer relative to the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable or whether an allegation is made that this Agreement has been violated.

L7.2 Grievance Committee and Stewards

The Union shall appoint or otherwise select a Grievance Committee which shall be composed of not more than eight (8) stewards. All stewards shall have completed their probationary period with the Employer. The name and area of each of the stewards and the name of the Chairperson of the Grievance Committee, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or Chairperson until it has been so notified. Not more than one steward shall be selected from any one school. The Union will endeavour to provide the Employer with a list of stewards and Grievance Committee Chairperson each January 1st.

The Union shall have the right to use alternate stewards when the assigned steward is not available.

L7.3 Duties of Stewards

A steward's function shall be to assist an employee in the preparation and presentation of grievances to the Supervisor.

L7.4 Permission to Leave Work

The Employer and the Union recognize the right of the steward to leave work during working hours subject to the conditions outlined below:

1. The Union recognizes that stewards are employed to perform full-time work for the Employer.
2. The Employer recognizes that a steward may leave work during working hours without loss of pay to carry out duties under this Agreement provided that permission has first been obtained from the Supervisor and the employee reports back to the Supervisor upon completion of the duties for which leave had been granted.

Record of the absence is to be recorded on the employee's timesheet (or method being used to collect hours of work) and in the absence reporting system.

3. The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties. The Union recognizes that each steward is employed by the Employer and that the steward will not leave work during working hours except to perform duties under this Agreement. Therefore, no steward shall leave work without obtaining permission from the Supervisor, which permission shall not be withheld unjustly.

L7.5 No grievance shall be considered where the circumstances giving rise to it occurred more than ten (10) full working days before the filing of the grievance.

L7.6 Grievance Procedure

Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee accompanied by a steward shall present a grievance in writing to the Supervisor. The Supervisor shall meet with the aggrieved employee, with or without the assistance of the steward, to consider the grievance within five (5) working days following the presentation of the grievance. The Supervisor shall render a decision in writing within five (5) working days following the meeting where the grievance was considered. If settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows.

Step No. 2

Within ten (10) working days after the decision is given under Step No. 1, the aggrieved employee may submit the grievance to the Director of Education or designate. The employee, assisted by the Chairperson of the Grievance Committee and the steward, shall meet with such persons, including the Chairperson of the Employer's Negotiating Committee or designate, as the Director of Education or designate may desire, to consider the grievance. At this stage, they may be assisted by a full-time representative of the Union if the presence of this person is requested by either Party. The Director of Education or designate will render a decision in writing within twenty-five (25) working days of receipt of the grievance under Step No.2.

L7.7 (a) If final settlement of the grievance is not reached at Step No. 2 the grievance may be referred in writing by either Party to Arbitration as per the Labour Relations Act as provided in Article L8.00 at any time within thirty (30) calendar days after the decision is given under Step No. 2 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

(b) Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The parties agree to share the costs of the mediation.

L7.8 All grievances shall be submitted in writing on the approved C.U.P.E. grievance form, and all replies thereto shall likewise be transmitted in writing.

L7.9 Failure to Act Within Time Limits

Failure of the Employer or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union or the Employer on any future identical grievance.

L7.10 Employer Grievances

Any grievance instituted by the Employer may be referred in writing to the Chairperson of the Grievance Committee within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance. The Grievance Committee shall meet with the Employer to consider the grievance. The Grievance Committee will render its decision in writing within twenty-five (25) working days of receipt of the grievance. If final settlement of the grievance is not reached the grievance may be referred, by either Party, to a Board of Arbitration as provided in Article L8.00 at any time within thirty (30) calendar days thereafter, but no later.

L7.11 Union Policy Grievances

Any Union policy grievance which involves all or a number of employees in the Bargaining Unit and which is instituted by the Union may be referred in writing to the Director of Education or a designate within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance. Such persons as the Director of Education or a designate may desire, shall meet with the Grievance Committee to consider the grievance. The Director of Education or designate will render a decision in writing within twenty-five (25) working days of receipt of the grievance. If final settlement of the grievance is not reached, the grievance may be referred, by either Party, to a Board of Arbitration as provided in Article L8.00 at any time within thirty (30) calendar days thereafter, but no later.

L8.00 ARBITRATION

L8.1 Both Parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article L7.00 and which has not been settled will be referred to a Board of Arbitration, at the written request of either of the Parties hereto.

L8.2 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson chosen by the other two (2) members of the Board.

L8.3 Notwithstanding the above, the Parties shall mutually agree, in writing to the appointment of a Sole Arbitrator for any grievance.

L8.4 Within ten (10) working days of the request by either Party for a Board, each Party shall notify the other in writing of the name of its appointee.

L8.5 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within fifteen (15) working days of the notification mentioned above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson.

L8.6 The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.

- L8.7 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- L8.8 Each of the Parties to this Agreement will bear the expense of the arbitrator appointed by it; and the Parties will jointly bear the expenses, if any, of the Chairperson.
- L8.9 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the Parties to this Agreement.
- L8.10 At any stage of the grievance or arbitration procedure, either Party may at its own expense including reimbursement of any loss in pay to an employee, have the assistance of the employee(s) concerned as witness(es) and any other witnesses, and all reasonable arrangements will be made to permit the arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- L8.11 Disagreement on Decision
If within thirty (30) days of a decision having been handed down by the Board of Arbitration, there is disagreement as to the meaning of the decision, on application by either Party, the Chairperson of the Board of Arbitration must reconvene the Board as soon as possible and in any event within twenty (20) days in order to clarify the decision.

L9.00 DISCHARGE, SUSPENSION AND DISCIPLINE PROCEDURE

L9.1 Warnings

- (a) Whenever the Employer deems it necessary to discipline an employee who has completed the probationary period, in a manner indicating that dismissal may follow from either a repetition of the act or from failure to bring work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such discipline to the employee, with a copy to the Union President or designate.
- (b) Subject to prior written request to Human Resources, employees shall have the right to review their personnel file in the presence of the person designated by the Employer. The Employer shall set an appointment for the file review within 5 working days of receiving such requests.

Employees are entitled to a copy of any document within their file, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee shall be entitled to be accompanied by a Union representative.

- (c) The record of an employee shall not be used against the employee at any time after expiration of the time limits set out in Clause L9.1 (d) following suspension or disciplinary action, including letters of reprimand or any adverse reports. Any reprimand or adverse reports shall be removed from the employee's file after expiration of the time limits set out in Clause L9.1 (d).

- (d) The time limit shall be twenty-four (24) months unless during said twenty-four (24) months the employee receives further adverse reports or disciplinary action including letters of reprimand and suspension, in which case the time limit shall be thirty-six (36) months. Time spent on a leave of absence without pay shall not be included in the calculation of the above time limits.
- (e) Notwithstanding the foregoing, if the matter is based on a physical interaction with a student it shall be maintained in the employees personnel file for five (5) years.

L9.2 Discharge and Suspension Procedure

An employee who has completed the probationary period may only be suspended for just cause by the Employer. When an employee is suspended or subsequently discharged, the employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension. An employee is suspended when temporarily removed from work as a disciplinary measure and sustains a loss of pay therefrom.

Employees who are required to attend a meeting that may result in discipline shall be informed of their right to Union Representation.

The Employer shall, when scheduling a meeting which may result in a reprimand, suspension or discharge, provide advance notice to the Union, in writing. Such notice shall provide a reasonable amount of time for the Union to secure representation and attend the meeting.

L9.3 Discharge Cases

A claim by an employee who has completed the probationary period that the employee has been discharged without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Education or a designate at Step No. 2 of the grievance procedure within ten (10) working days after the employee ceases working for the Employer. Failing agreement at Step No. 2 of the grievance procedure, the matter may be submitted to an Arbitration Board as defined in Article L8.00.

Such special grievances may be settled by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring Parties or the Board of Arbitration provided said arrangement is consistent with the provisions of Article L8.6.

L10.00 NO STRIKES - NO LOCKOUTS

L10.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, or illegal picketing and the Employer agrees that there will be no lockout.

- L10.2 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike or picketing or stoppage or slowdown but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Clause L9.3.
- L10.3 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step No. 2 of the grievance procedure.
- L10.4 In the event of a strike by another group of employees, the Board agrees to meet and discuss procedures to be followed by employees covered by this agreement.

L11.00 SENIORITY

- L11.1 (a) 1. Seniority as referred to in the Agreement shall mean the length of continuous service in the employ of the employer or its predecessors since the last date of hire. This shall be called the "seniority date". Unless specifically otherwise provided, no approved absence (with or without pay) shall constitute a break in continuous service for the purposes of seniority.

If a temporary employee is the successful applicant for a permanent full-time or part-time position, then they shall be credited seniority for all hours worked in the temporary assignment immediately preceding the permanent hire date once they have completed the permanent position probationary period. Where there have been multiple temporary assignments prior to the permanent hire date, credit will only be given if there is no break of greater than thirty (30) working days between temporary assignments, and the assignments are continuous and consecutive working days.

2. Where a provision of this Agreement provides that a period of time shall not count towards seniority or that seniority shall not accrue or accumulate during a period of time, the seniority date shall be adjusted to reflect such period(s) of time. This adjustment shall be done by moving the seniority date towards the present by the number of continuous calendar days in said period(s) of time.
3. Where a provision of this Agreement provides that a period of time or a portion of a period of time which would otherwise not count towards seniority or during which seniority would not accrue or accumulate shall be included in seniority, the seniority date shall be further adjusted following application of 2 above to reflect such period(s) of time. This adjustment shall be done by moving the seniority date away from the present by the number of continuous calendar days in said period(s) of time.
4. Except as provided in Clause L11.6, time on layoff prior to January 1, 1987, shall accrue towards seniority.

5. Except as provided in 6 below, time on lay off on/or after January 1, 1987, shall not accrue towards seniority.
6. Effective January 1, 1989, casual employees hired under Clause L12.1 (e) will not accumulate seniority in the Bargaining Unit for the duration of the casual assignment unless they hold a recall right under Clause L11.4 (i).
7. Assignments qualifying under 6 above shall be based on working days unless the assignment is for more than ten (10) continuous working days in which case continuous calendar days shall be used.

(b) For the purpose of Article L11.4, an employee who has completed an approved apprenticeship training program while in the employ of the Employer shall, with respect to all other employees in the same trade for which the employee was trained, acquire seniority in that trade only from the effective date of issue of the certificate of trade qualifications. Seniority for purposes other than trade experience shall be from the date of employment.

L11.2 Any new employee hired into a permanent position will be considered on probation as follows:

- i) Full time employees for the first three (3) months;
- ii) Part-time employees for the first eighty (80) shifts worked.

The Parties can mutually agree to extend the probation for a defined period of time.

During the probationary period the employee will have no seniority but on completion of probationary service, seniority shall date back to the day on which probationary employment began. The dismissal, layoff or failure to recall after layoff, of a probationary employee shall not be the subject of a grievance.

L11.3 Seniority lists will be revised twice per school year, during the months of September and April, to reflect the seniority of members of the Bargaining Unit. Copies of the list will be posted in the respective schools and a copy given to the Union. If an employee does not challenge the position of the employee's name on the seniority list within ten (10) working days of the date of the posting, the employee shall be deemed to have correct seniority standing for that period. An employee on extended leave at the time of posting will have ten (10) working days after the date of return to work to challenge the position of the employee's name on the seniority list, and thereafter the employee shall be deemed to have the correct seniority standing for that period.

L11.4 Layoff and Recall Procedures

(a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff or reduction in the regular hours of work, employees shall be laid off in reverse order of their seniority within their classification and location, subject to the provisions of Articles L11.4 (b) - (h). It is recognized that when one employee displaces another in this process, the employee must have the necessary qualifications and must be able to

demonstrate the ability to perform the displaced employee's work during the trial period.

- (b) When an employee displaces another employee, the employee doing the bumping shall:
 - (i) be provided with an outline of the duties of the position to which the employee wishes to bump;
 - (ii) be placed on a trial period of five (5) working days in the position of the employee being bumped;
 - (iii) have a three (3) working day orientation period during the trial period;
 - (iv) meet the qualifications of the most recent job posting for that position.

If during the trial period, an employee proves unsatisfactory or is unable to perform the duties of the new classification and has:

- (i) bumped due to reduced hours, the employee shall be returned to the former position;
 - (ii) bumped due to redundancy of the former position, the employee shall be returned to the former position if the notice of layoff has not expired or shall be immediately laid off.
- (c) Notwithstanding anything to the contrary in Article L11.4 (b), where within the trial period provided under Article L11.4 (b) the employee proves unsatisfactory in or is unable to perform the duties of a position into which the employee has bumped and the employee has not previously bumped under the current notice of layoff, the employee may within five (5) working days exercise a second bumping right. This second bumping right is exercised by notifying the person designated by the Employer, in writing, of the position the employee wishes to bump. An employee who fails to meet this time limit loses the privilege to bump.
- (d) Where the employee is returned to the position previously held, there shall be no third opportunity to bump associated with the current notice of layoff or with the reduction in hours of work and there shall be no requirement on the Employer to provide any additional notice to the employee of layoff or reduction in the hours of work (the notice previously given shall continue to have effect). Any employee affected by a bumping which has been negated under the foregoing provision shall be returned to the position held prior to the negated bump occurring.
- (e) A probationary employee shall not be allowed to displace any employee.
- (f) Bumping will not take place where the employee to be displaced is in a higher pay group than the employee wishing to bump unless the employee wishing to bump had been previously appointed by the Board to a position in the higher pay group and had completed the trial or probationary period in said higher pay group.
- (g) An employee bumping into a position must be prepared to work the number of hours associated with the position. The total weekly hours of the employee bumping cannot be increased over those held prior to the reduction in hours leading to the bumping.

- (h) Employees who intend to exercise bumping privileges as a result of receiving a notice of layoff or suffering a reduction in hours must advise the person designated by the Employer, in writing, within five (5) working days of receiving notice of layoff or reduction in hours of work that bumping is intended. Within a further five (5) working days, the person designated by the Employer must be informed, in writing, of the position to be bumped. An employee who fails to meet the foregoing time limits loses the privilege to bump.
- (i) Subject to the provisions of Article L11.4 (j) - (m), employees who are laid off shall be recalled in order of seniority provided the time elapsed since layoff does not exceed two (2) years. Laid off employees shall be notified of vacancies by certified or registered mail a minimum of nine (9) calendar days prior to the expiration date of the posting under Clause L12.1 (a) for a period of up to two (2) years and may apply in writing for any vacancy (within the time limits for application for said position) indicating that an attempt is being made to exercise the right of recall.
- (j) Where an employee is being recalled to a position which is not the same as the one previously held, the employee must have the necessary qualifications and must be able to demonstrate the ability to perform the work of the position during the trial period.
- (k) Where an employee is being recalled to a position which is not the same as the one previously held, the employee being recalled shall be placed on trial for a period of five (5) working days. In the event that during the aforementioned trial period the employee so placed on trial proves unsatisfactory in the position or is unable to perform the duties of the job classification, the employee shall be returned to layoff status. The date of layoff (for determining whether or not two years have elapsed) shall not be affected by such recall and return to layoff.
- (l) During the two (2) year period the same right of competition shall be open to all laid off employees as is open to all other members of the Bargaining Unit. Notwithstanding the provisions of Article L11.4 (k), the trial period set out in Article L12.5 shall apply where the laid off employee is appointed to a higher level position than the one held at the time of layoff.
- (m) A laid off employee who fails to return to work within seven (7) calendar days after being notified by certified or registered mail to do so, unless through sickness or other just cause, shall be deemed to have refused recall and to have no further rights of recall.
- (n) When a laid off employee is employed for a casual assignment under Article L12.00, the employee will be paid the rate of pay they were receiving prior to layoff, provided the casual assignment is for a position at the same pay group level as the position that the employee held prior to layoff.
- (o) An employee who is laid off under this article and is placed on recall may maintain their benefits for a period of six (6) months provided the employee pays to the employer 100% of the premiums required. The employee shall either pay the full

amount in advance or by pre-authorized monthly debit from the employee's bank account.

- (p) If an employee is recalled to casual work for more than fifty-nine (59) shifts during the term of the layoff notice, such employee shall be reissued a layoff notice unless a lay off is rescinded.

L11.5 (a) An employee shall not lose seniority rights if absent from work because of illness, accident, or a layoff of two (2) years or less, or leave of absence approved by the Employer.

- (b) When on layoff an employee is recalled to work in more than one site on any day, they shall be credited with only one day of seniority for each day worked.

L11.6 An employee shall lose all seniority only in the event that:

- (a) the employee is discharged for just cause and is not reinstated;
- (b) the employee resigns in writing;
- (c) the employee is absent from work in excess of three (3) working days without sufficient cause and without notifying the Employer, unless such notice was not reasonably possible;
- (d) the employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered or certified mail to do so unless through sickness or other just cause;
- (e) the employee is laid-off for a period longer than two (2) years;
- (f) the employee engages in gainful employment while on sick leave;
- (g) the employee fails to return to work after completion of a leave of absence which may have been granted by the Employer unless a reasonable excuse is submitted and accepted by the Employer;
- (h) the employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

Loss of seniority under this Article shall also result in termination of employment.

L11.7 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside of the Bargaining Unit, the employee shall retain seniority accumulated up to the date of leaving the Unit but will not accumulate any further seniority. An employee shall have the right to return to the employee's former position in the Bargaining Unit during the trial period, which shall be a maximum of ninety (90) working days, without loss of seniority. If an employee returns to the Bargaining Unit, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

L11.8 It shall be the duty of each employee to notify the Employer promptly in writing of any change in address or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

L11.9 Termination Notice Requirements

- (a) The extent of notice required by an employee who wishes to terminate employment shall, for all employees except Head Custodians, be two (2) weeks. The extent of notice required by a Head Custodian who wishes to terminate employment shall be four (4) weeks.

- (b) The extent of notice required by the Employer in the event of termination of employment other than for just cause shall be as follows:
 - (i) Employees on Probation Five (5) days
 - (ii) Custodians and Maintenance Personnel with less than three (3) years of service Ten (10) days
 - (iii) Custodians and Maintenance Personnel with three (3) or more years of service and less than four (4) years of service Fifteen (15) days
 - (iv) Head Custodians with less than four (4) years of service Twenty (20) days
 - (v) Any employee with four (4) or more years of service and less than five (5) years of service Twenty (20) days
 - (vi) Any employee with five (5) or more years of service and less than six (6) years of service Twenty-five (25) days
 - (vii) Any employee with six (6) or more years of service and less than seven (7) years of service Thirty (30) days
 - (viii) Any employee with seven (7) or more years of service and less than eight (8) years of service Thirty-five (35) days
 - (ix) Any employee with eight (8) or more years of service Forty (40) days

- (c) In Clause L11.9 (b) the times referred to are working days before the termination is effective. If the employee terminated has not had the opportunity to work during the notice period, pay shall be given in lieu of work for that part of the period during which work was not made available.

L11.10 No New Employees

No new employees will be hired until those laid off for a period of two (2) years or less have been given an opportunity of re-employment.

L11.11 Where the Employer fills a temporary trade position from within the Bargaining Unit, the posting requirement will not apply in filling the temporary vacancy so created.

L11.12 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work.

L11.13 Notice of Layoff

- (a) In the event of a lay off, the Employer will notify the Union within one (1) week of its decision and meet through the Labour Management Committee to review the following:

- (i) the reason causing the lay off;
- (ii) the service the Employer will undertake after the lay off;
- (iii) the method of implementation including the areas of cutback and employees to be laid-off;
- (iv) any other ways and means deemed acceptable by the Parties.

Any agreement between the Union and the Employer resulting from the above review concerning the method of implementation will take precedent over other terms of lay off in this Collective Agreement.

- (b) The Employer shall notify employees who are laid off by certified or registered mail, or by hand-delivered letter in accordance with the termination of employment provisions of Article L11.9 (b).
- (c) In Clause L11.9 (b) the times referred to are working days before the layoff is effective. If the employee laid off has not had the opportunity to work during the notice period, pay shall be given in lieu of work for that part of the notice period during which work was not made available.

L12.00 POSTING AND FILLING POSITIONS

L12.1 (a) Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing and post the notice of the position in all buildings of the Employer, on the bulletin boards in each building designated for the said purpose (one bulletin board for each building). The notices shall be posted for a minimum of seven (7) business days in order that all members will know about the position and be able to make written application therefore.

When the vacant position is for fifteen (15) hours per week or less, the employer shall first offer these hours to other qualified part-time employee(s) at the same location in order of seniority and then, in order of seniority, to those part-time employees within the family of schools without the requirement to post the vacancy.

Both parties recognize:

1. the principle of promotion within the Bargaining Unit; and
2. that job opportunity should increase in proportion to length of service.

In making staff changes, transfers, or promotions, appointment shall be made of the most senior applicant who possesses the required qualifications, experience, skills, and abilities. Appointments from the Bargaining Unit shall be made within twenty-five (25) working days of the posting. If the transfer cannot be completed within fifteen (15) working days of the appointment, the employee will receive the higher salary of either their current position or the awarded position and a rationale for the delay in transfer shall be provided in writing to the Union.

The Parties also agree that in the event there are no qualified applicants the employer shall provide written notification to the Union prior to utilizing the following options:

1. appoint from within the Bargaining Unit who consent but did not apply; and then,
 2. hire an external applicant
- (b) Information on Postings
Such notice shall contain the following minimum information: nature of position; qualifications; requisite training and education; required skills; the shift involved; wage rate or range, and anticipated start date.
- (c) Transfer Limitation
No employee shall be entitled to a transfer to a position with the same or lesser basic hourly rate than the employee's present position unless they have been in the present position for at least one (1) year.
- (d) The limitations of Article L12.1(c) is waived if the posted position results in an increase in the employee's full-time equivalent (FTE) or the new work location is closer to the employee's home. The employee must specify one of the foregoing when applying for the position.
- (e) Surplus, Emergency or Seasonal Work
Surplus, emergency or seasonal work may be performed by casual employees hired for a period not to exceed one hundred and forty (140) calendar days or for the duration of the sickness or leave of absence of a member of the Bargaining Unit. For such work, the posting requirements will not apply.

The Employer agrees to notify the Union, in writing, of the name, position, location, duration and the reason for utilizing casual employees.

L12.2 Temporary Appointments

When employees are absent due to illness, workers compensation, vacation or an approved leave of absence or filling a temporary vacancy, the Employer may either choose to not fill the temporary vacancy or shall fill the temporary vacancy in accordance with the following:

- (a) When the temporary vacancy involves the position of a Head Custodian, and extends beyond three (3) days, the temporary vacancy shall first be offered to the senior Head Custodian in a lower Head Custodian classification, within the family of schools, then by the Supply Custodian for the affected family of schools, then the most senior Custodian within the family of schools, and then the process set out in the balance of Article L12.2.
- (b) When the temporary vacancy involves the position of a Head Custodian and is expected to be three (3) days or less, the temporary vacancy shall be filled by the Supply Custodian for the affected family of schools, then by the most senior Custodian within the family of schools, and then the process set out in the balance of Article L12.2.

- (c) when the expected absence is for a Custodian and is for a period of less than five (5) working days, the temporary vacancy may be filled by a Supply Custodian, otherwise the vacancy shall be filled as follows;
- (i) The Head Custodian will offer the hours by seniority within the school to those part-time employees who have expressed, in writing, an interest in wanting to work additional hours.
 - (ii) If the hours are not totally assigned under (i), the Head of the secondary school (or in their absence, the employee on responsibility) will offer the balance of the hours by seniority within the family of schools to those part-time employees who have expressed, in writing, an interest in wanting to work additional hours at other locations.
 - (iii) If the hours have not been totally assigned under (i) and (ii), the Head at the secondary school will offer the balance of the hours by seniority to those employees who have retained their recall rights and who have expressed, in writing, an interest in wanting to work in the affected location.
 - (iv) If all the hours have not been taken, then to a casual employee from an approved list. The approved list will be updated and distributed periodically.
 - (v) The Head will be required to make only one (1) attempt to contact each eligible employee under this section.
- (d) when the expected absence is for a Custodian and is for a period of (5) or more working days, but less than nine (9) calendar months, the temporary vacancy may be filled by a Supply Custodian, otherwise the vacancy shall be filled as follows;
- (i) By seniority within the family of schools to those part-time employees who have expressed, in writing, an interest in wanting to work additional hours at other locations.
 - (ii) By seniority to part-time Custodians outside the affected family of schools, who have expressed, in writing, an interest in wanting to work additional hours at the affected location.
 - (iii) By seniority to those employees who have retained their recall rights and who have expressed, in writing, an interest in wanting to work in the affected location.
 - (iv) If all the hours have not been taken, then to a casual employee.
 - (v) The Head will be required to make a maximum of two (2) attempts to contact each eligible employee under this section over a one (1) day period.
 - (vi) Employees will be allowed to work more than their one permanent position for a temporary period of time.
- (e) when the expected absence is for a period of more than nine (9) calendar months but less than two (2) calendar years, the temporary vacancy shall be filled by posting in accordance with Article L12.1;
- (f) when an absence exceeds two (2) calendar years, the vacancy shall be filled permanently by the employee appointed under (d) above [if the position has not been posted under (e) then it shall be posted in accordance with Article L12.1];

- (g) an absent employee whose position is filled under Article L12.2 (e) shall have rights to a position upon return in accordance with Seniority and qualifications under Article L11.4 as though the employee were being laid-off save and except there shall be the right to bump only once and the returning employee will be deemed to have received appropriate prior notice;
- (h) in applying Articles L12.2 (c) to (g) it is recognized that the anticipated duration of an expected absence can change; in that case, the provisions of (b) through (f) can apply progressively;
- (i) a Supply Custodian shall always be paid in accordance with Article L12.6 and the experience accrued shall not be counted for rate of pay determination;
- (j) where the Employer appoints an employee as Acting Head Custodian (including assignments for Supply Custodians), all time during the Acting appointment will accrue towards experience qualifications required for Head Custodian positions;
- (k) if a Supply Custodian is appointed under Article L12.2 (a), the Employer may return the Supply Custodian to normal duties and if the absent employee has not returned the provisions of Article L12.2 apply;
- (l) employees may refuse additional hours offered under this section. After three refusals, the employee's name will be removed from the list for a one-year period from the date of the third refusal. This is refusal due to personal choice;
- (m) in reference to (l) above, an employee shall be afforded the opportunity to state, in writing, that they will not be available for extra hours for a specified period of time. Such occurrences shall not count as one of the three (3) refusals;
- (n) for the purposes of this Article, in no case will the extra hours cause an employee to exceed 8 hours per day;
- (o) where the assignment of such hours under (c) and (d) requires a change in the scheduled hours, the allowance under Article L12.6(b) will not be paid for hours worked outside the scheduled hours of the employee being replaced;
- (p) a casual employee is performing a temporary appointment pursuant to **Clause L12.2 (d) (iv)** and is the successful applicant for a permanent position, such employee shall be credited seniority for the temporary appointment at the conclusion of the probationary period;
- (q) In the event the Employer has exhausted all options in (c) through (p), the Employer may fill the temporary vacancy with an individual:
 - i. Having the normal qualifications and experience as specified in the most recent job posting for that level of position or;
 - ii. Previous successful experience in a similar or equivalent position or;
 - iii. The ability in the opinion of management to assume the responsibilities of the position.

The above criteria shall be used in the order shown.

L12.3 Rate of Pay on Promotion

When an employee is promoted to another classification the employee shall be placed in an experience grade in the new classification which will provide an immediate increase of at least 3.0% over the previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

L12.4 Union Notification

The Employer agrees to advise the Union of all postings, appointments, hirings, transfers and recalls within the Bargaining Unit within ten (10) working days. The Employer agrees to advise the Union of all layoffs and terminations of employment within the Bargaining Unit within five (5) working days.

L12.5 Trial Period

When a permanent employee is the successful applicant to a position in a different classification within the same group or in a higher group level, except in the case of the position of Head Custodian, they shall be placed on trial for a period of forty (40) working days. Conditional on satisfactory performance, such trial position shall become permanent after the period of forty (40) working days. The trial period for appointees to the position of Head Custodian shall be sixty (60) working days. In the event that during the trial period the successful applicant proves unsatisfactory or they determine they no longer desire to continue in the position, the employee shall be returned to their former position and income without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and income without loss of seniority. An employee who requests to return to their former position during the trial period under this clause shall not be permitted to apply to that same position within 12 calendar months from the date they returned to their former position, unless the Parties mutually agree otherwise.

The Employer need not re-post the vacancy or any others resulting from the reversion. It will be filled with the next successful applicant. Except as otherwise provided, the foregoing trial period does not apply to any change in position made in accordance with Article L11.4.

L12.6 Temporary Transfers

(a) Where, for the convenience of the Employer, any employee is temporarily transferred to a position (not necessarily at the same location) carrying a different rate of pay from that regularly worked, the employee shall be paid from the first hour in the temporary position the greater of:

- i) the employee's normal rate of pay; or
- ii) the grid step of the rate of pay of the assigned position closest but not less than the employee's normal rate of pay.

(b) When the Head Custodian is not on duty, the senior Custodian (this does not include Supply Custodians unless the Supply Custodian is replacing another employee at that location) or in the absence of any Custodians the senior Custodian shall receive a responsibility allowance of thirty-four (34) cents per hour for each hour they assume such responsibility. In all cases permanent employees shall be given preference over casual employees.

L12.7 Within ten (10) working days of the date of appointment to a posted position, each unsuccessful applicant who was interviewed will be notified of the outcome of the competition.

L12.8 An employee voluntarily transferring to a position in a lower classification shall be paid at the rate applicable to the position.

L13.00 WAGES

L13.1 Pay Days

- (a) The Employer shall pay salaries and wages on alternate Thursdays in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages and deductions. Wage adjustments will be made effective at the beginning of the pay period closest to date of the rate change.
- (b) Effective 60 days following the date of ratification of this agreement:
 - (i) Except in extraordinary circumstances, all payments made under the schedule of (a) above shall be made by the method known as "direct deposit".
 - (ii) Each employee shall open one account with a Bank or other financial institution which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks, the employee acknowledges that the Board has no liability for a failure to deposit a payment by a date specified in (a) above. The Board shall supply a list of financial institutions which claim to accept electronic funds transfers within the time period that is normal for an electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks.
 - (iii) Each employee shall supply a sample voided cheque with proper electronic coding for the account to which salary deposit is to be made. No payments can be made until information has been supplied.
 - (iv) When anytime an employee changes accounts to which salary is to be deposited, the provisions of (iii) apply. Unless an employee moves principal residence from one community to another, a maximum of one change of account for deposit will be accepted in any one school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board Payroll Department at least two weeks before the change is to be effective.
 - (v) The Board reserves the right to pay by cheque at any time. The Board reserves the right to pay by cheque if it finds major difficulties with the process or upon three months advance written notice to the Union where the Board has determined the system must revert to a cheque based system.

- (c) Where a pay date is not a date on which direct deposits can be made, the pay date shall be moved to a date preceding the specified date unless to do so will move the pay date into a different school year or a different calendar year in which case, the pay date shall be moved to date following. In each case, the date moved to will be the one nearest the specified date on which the transaction can occur.

L13.2 New or Changed Classifications

When the duties in any classification are changed or where the Union and/or an employee feels unfairly or incorrectly classified or when any position not covered by Schedule "A" is established during the term of this agreement, the position shall be evaluated in accordance with the JJEC Terms of Reference. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be settled in accordance with the process agreed to in the JJEC Terms of Reference.

L14.00 HOURS OF WORK AND OVERTIME

L14.1 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

L14.2 (a) Plant Maintenance

The normal work week shall consist of forty (40) hours per week, comprising of five (5) eight (8) hour days, Monday to Friday inclusive, between the hours of seven (7) a.m. and five (5) p.m., excluding lunch break.

(b) Custodial Staff

The normal work week shall consist of forty (40) hours per week, comprising of five (5) eight (8) hour days, Monday to Friday inclusive, excluding lunch break.

L14.3 Overtime at the rate of time and one-half (1 1/2) the employee's regular hourly rate shall be paid for all work performed on Saturdays, Sundays or over eight (8) hours per day, or over forty (40) hours per week, provided where an employee has worked in excess of the employee's regularly assigned hours in any day or night of any one (1) week, but is prevented from working a full working week by the intervention of a holiday or by the failure of the Employer to provide the employee with work, or by illness of the employee verified to the Employer's satisfaction, then in such case the employee shall receive overtime for such week calculated on a daily basis.

To the extent practical, overtime shall be distributed equitably among the employees in each job classification and department who normally perform the work required.

L14.4 Overtime premiums shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.

L14.5 The hours and days of work of each employee assigned to a scheduled week shall be communicated in writing at least seven (7) calendar days in advance.

L14.6 The Employer may schedule a work week consisting of five (5) consecutive eight-hour (8-hour) days, other than the normal workweek. In this case the regular rate of pay shall apply except for Saturdays, Sundays and holidays. Subject to operational requirements as determined by the Board, when there is the requirement to schedule afternoon shifts, such shifts will be distributed as equitably as feasible among available employees in the work area who are qualified to perform the available work.

L14.7 Employees shall not be required to lay off during regular hours to offset any overtime worked.

L14.8 Split Shift

The Parties agree that split shifts are not desirable, but the Employer may schedule a workweek consisting of five (5) consecutive days made up of broken eight-hour (8-hour) shifts, when this provides full-time employment.

Split shift shall be defined as those shifts in which the two portions of the eight hours worked occur within a period of 12 consecutive hours and no portion is of less than three hours duration.

Employees required to work a split shift shall receive 47 cents per hour additional compensation for each hour worked.

L14.9 Afternoon and Night Shifts

In recognition of the undesirable features of shift work, full-time employees shall receive an additional 38 cents per hour for all hours of any shift where 50 percent or more of the hours of the shift fall between 3:00 p.m. and midnight (allowances cannot be received for both this shift and split shift) and an additional 43 cents per hour for all hours of any shift where 50 percent or more of the hours of the shift fall between midnight and 6:00 a.m.

L14.10 Minimum Call-Back Time

(a) An employee who is required to work overtime which does not immediately precede or continue after the employee's scheduled tour of duty and who reports for work shall be paid on an overtime basis for all overtime worked. If the employee has not been given 24 hours notice of such overtime, the employee shall receive an additional hour's pay at straight-time rate.

(b) Minimum call-back under (a) is four (4) hours pay including the extra hour if less than twenty-four (24) hours notice was given.

(c) Overtime paid does not cover travelling time from the employee's residence to the employee's normal reporting centre.

L14.11 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon by the employee and the Employer. Lieu time accrued at the appropriate overtime rate, but not taken by November 30 will be paid in money at the employee's normal rate of pay with the last pay in December. Lieu time accrued after November 30 shall be carried into the next year.

L15.00 SUPPLY CUSTODIANS

- L15.1 Supply custodians will be assigned for administrative purposes only to one school in each area and assigned to duties on a daily basis to other schools within their Supervisor's area.

Supply custodians will be entitled to a mileage allowance from the administrative base to the school assigned. Any travelling between one school and another during the shift will entitle the supply custodian to mileage allowance. Supply custodians will be provided with mileage expense sheets, such mileage expense sheet to be submitted on the last working day of the month for payment.

As a condition of employment each supply custodian must have a valid driver's license and will be required to use their own car for transportation purposes.

Supply custodians will be full-time employees.

L16.00 VACATIONS WITH PAY

Note: For the purpose of computing vacations, the vacation year shall be September 1 to August 31 for all employees in the Bargaining Unit. Where an employee's employment is terminated part way through a vacation year, the employee's vacation leave entitlement for the current year shall be pro-rated in accordance with the ratio the part vacation year worked bears to the entire vacation year.

L16.1 (a) Full-Time Employees

In this section, full-time employees are defined as employees who work a regular scheduled workweek of 8 hours/day, 40 hours/week. All full-time employees shall be entitled to annual vacation with pay at their regular rates of pay as follows:

- (i) Less than three (3) years – one (1) day per month to a maximum of ten (10) days;
- (ii) Three (3) years and over but under ten (10) years – fifteen (15) working days;
- (iii) Ten (10) years and over but under fifteen (15) years – twenty (20) working days;
- (iv) Fifteen (15) years and over but under twenty (20) years – twenty-two (22) working days;
- (v) Twenty (20) years and over – twenty-five (25) working days;
- (vi) Thirty (30) years and over – thirty (30) working days.

For employees in categories (i), (ii) and (iii) above, an overpayment of vacation pay will not be recovered by the Board if the vacation is taken after September 1.

(b) Part-Time Employees

In this section, part-time employees are defined as employees whose regular work schedule is less than 8 hours/day and 40 hours/week. Regular hours are defined as the number of hours worked on a regular scheduled instructional day. Regular rate is defined as the hourly rate outlined in Schedule 'A' of the collective

agreement. All part-time employees shall be entitled to annual vacation with pay at their regular rates of pay and regular hours of work as follows:

- (i) Less than three (3) years – one (1) day per month to a maximum of ten (10) days;
- (ii) Three (3) years and over but under ten (10) years – fifteen (15) working days;
- (iii) Ten (10) years and over but under fifteen (15) years – twenty (20) working days;
- (iv) Fifteen (15) years and over but under twenty (20) years – twenty-two (22) working days;
- (v) Twenty (20) years and over – twenty-five (25) working days;
- (vi) Thirty (30) years and over – thirty (30) working days.

Each part-time employee will be entitled to a total vacation pay including time off as described above and an adjusting or make-up cheque calculated as follows: 4% of gross earnings in section (i), 6% of gross earnings in section (ii), 8% of gross earnings in section (iii), 8.8% of gross earnings in section (iv), 10% of gross earnings in section (v) and 12% of gross earnings in section (vi). Consequently, an adjusting or make-up cheque will be issued with the first pay in November of the following year. It will equal the appropriate percentage of gross earnings made up as follows:

Total gross earnings x appropriate percentage - paid vacation taken = make-up cheque

Example: Employee with less than two years' service normally works 4 hours/day during the instructional year and 8 hours/day on non-instructional days.

Normal regular hours worked	=	880
Hours at 8 hours/day	=	280
Total hours	=	1160
Vacation time off taken	=	40 hours

Assuming \$4.00 per hour (is the regular rate) the employee was paid \$4.00 x 40 hours while on vacation = \$160.00

Total vacation entitlement at 4% of 1160 hours x \$4.00 = \$4,640 x 4% = \$185.60
Therefore, the make-up cheque = \$ 25.60

- L16.2 (a) Vacation time off taken prior to February 1 may not exceed 1/2 of the total of the current year's vacation entitlement plus any vacation entitlement carried forward from the previous year.
 - (b) Vacation time equivalent to not more than one year's vacation entitlement may be carried forward from one year to the next with the approval of the Manager of Plant.
- L16.3 All vacations shall be scheduled to cause minimum interference with the operations and shall therefore be subject to approval of the immediate Supervisor.

L16.4 Vacations shall not normally be scheduled during the week prior to school opening.

L16.5 Vacation Schedules

Employees shall indicate their vacation preferences by April 1st. Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer.

Where an employee chooses to take vacation in an unbroken block, the employee's vacation may commence immediately following an employee's regularly scheduled days off.

L16.6 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

L16.7 The Employer shall endeavour to provide each employee with a statement of the employee's annual vacation leave entitlement by the end of each October.

L17.00 HOLIDAYS

L17.1 (a) (i) The following holidays will be granted with pay to all employees:

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

Any other day proclaimed as a holiday by the Dominion or Provincial Government.

(ii) Pay for an employee for any of the above holidays shall be determined by the number of hours worked on the majority of the days the employee was scheduled to work during the calendar week in which the holiday is granted.

(b) The last half of the shift of the last regular scheduled work day prior to Christmas Day and New Year's Day shall be granted as a holiday with pay.

(c) (i) Each employee in the service of the Employer on November 1, shall be granted one (1) day off with pay between November 1, and June 30.

(ii) Pay for an employee granted a day off under Clause L17.1 (c) (i) shall be determined by the number of hours worked on the majority of days the employee was scheduled to work during the calendar week in which November 1 falls.

(iii) Granting of the day off under Clause L17.1 (c) (i) shall be subject to the employee wishing the day off giving the Supervisor seven (7) days advance notice.

- (iv) Only one employee from any one location may be absent on any given day under the terms of this provision. Additional employees may be absent provided the Manager of Plant or a designate agrees.

- L17.2 When any of the above noted holidays falls on an employee's scheduled day off or on a Saturday or Sunday, the employee may receive another day off with pay at a time mutually agreed upon by the Employer and the employee or the Union, except where an alternate day is proclaimed for all employees by law or by the Employer.
- L17.3 In order to be entitled to payment for a holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, unless the employee is absent with pay through illness supported by the certificate of a physician or licentiate of dental surgery, as the case may be, is on an approved leave of absence with pay or is on an approved leave of absence without pay not exceeding five (5) working days (except where the absence is without pay due to sick leave being exhausted).
- L17.4 If an employee works on one of the above named holidays, the employee shall receive payment at time and one-half (1 1/2) for the hours actually worked by the employee in addition to receiving holiday pay.
- L17.5 Where one of the above named holidays falls during an employee's approved vacation period, an extra day's vacation with pay or an extra day's pay, as mutually agreed, shall be allowed.

L18.00 SICK LEAVE

L18.1 Personal Illness

A certificate of a physician when required shall be furnished to the appropriate Supervisor and shall clearly certify to the inability of the employee to attend to duties.

When an employee returns to work after absence of more than three (3) days due to illness, a medical certificate from a licensed physician certifying the employee's fitness to resume duties shall be handed to the Supervisor. Where the frequency of incidental absence becomes of concern to the Employer, the employee may be required to have a medical examination by a physician chosen by the Employer at the Employer's expense.

- L18.2 The Employer shall endeavour to provide each employee with a current account of sick leave credits at the end of October.
- L18.3 Each employee's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year commencing September 1st.
- L18.4 Absence due to personal illness for periods of five (5) consecutive days or less and not exceeding a total of ten (10) days in any one (1) year do not normally require medical certification. The foregoing ten (10) day total shall not include any absence involving a

single illness of ten (10) or more consecutive working days covered by at least one medical certificate. However, at the Employer's discretion, a medical certificate may be required for any lesser period of absence. For absences in excess of this but of three (3) months or less, a certificate or other evidence acceptable as specified in Clause L18.1 shall be submitted to the Supervisor. If the absence is for a period in excess of three (3) months, the Employer may request that it be certified by a doctor chosen by the Employer at the Board's expense.

L18.5 All payments to employees under the sickness allowance regulations shall be computed on the basis of the rate of the salary they receive in their regular position or in a temporary position of more than five (5) days.

L18.6 To be eligible for salary when absent due to illness, an employee shall be required to:

- (a) notify the person designated by the Board at least one (1) hour prior to beginning of a day shift and two (2) hours prior to the beginning of an afternoon shift;
- (b) provide the person designated by the Board with a general statement of the illness and of any requirement to visit hospital outpatients' department or consult with a doctor or dentist.

L18.7 Retirement Gratuity

Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.

An eligible employee who retires while in the employ of the Employer shall receive a gratuity based on:*

- 1. *the number of years of service; and*
- 2. *the number of days accumulated in the employee's sick leave account at the time of retirement.*

This gratuity shall not exceed a maximum of 50% of one year's salary at date of retirement.

*The formula for calculating the gratuity shall be:***

$$\frac{N}{240 \text{ days}} \times \% \times \text{Salary}$$

*N = number of unused accumulated sick leave credit days to maximum of 240
% is based on years of service:*

<i>10 years - 20%</i>	<i>16 years - 38%</i>
<i>11 years - 23%</i>	<i>17 years - 41%</i>
<i>12 years - 26%</i>	<i>18 years - 44%</i>
<i>13 years - 29%</i>	<i>19 years - 47%</i>
<i>14 years - 32%</i>	<i>20 years - 50% (maximum)</i>
<i>15 years - 35%</i>	

Salary = last full year's salary

For gratuity purposes an employee may accumulate 270 days; however, the gratuity is based on a maximum of 240 days.

This gratuity will be paid in one lump sum.

In the event of the death of the employee prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the employee's beneficiary. If the employee has not named a beneficiary, the gratuity shall be paid to the employee's estate.

Should a retired employee die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary or estate if no beneficiary has been named.

** A gratuity will be paid only on retirement on a pension as defined in the O.M.E.R.S. regulation or when the employee becomes entitled to a disability pension. To receive the gratuity related to retirement the employee must submit proof to the Human Resources Department within three months after leaving the Board's employ that a pension from O.M.E.R.S. is being received.*

*** For employees hired prior to January 1, 1976, the formula shall be:*

$$\frac{\text{Days}}{240} \times 3\% \text{ N\% of best salary up to 50\% of one year's salary at date of retirement.}$$

L19.00 LEAVE OF ABSENCE

L19.1 (a) Special Leave

Each employee may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of five (5) days in any one year, subject to the approval of the Supervisor. Any such absence shall be chargeable to the employee's special leave account.

Generally, special leave is granted for such reasons as:

- university graduation exercise for members of immediate next-of-kin;
- funeral of relative other than specified immediate family, or close friend;
- sudden illness of family member (usually one or two days until suitable arrangements can be made to care for person);
- taking member of family to doctor or hospital;
- appointment with lawyer or other professional which cannot be arranged outside working hours;
- household emergencies.

Special leave is not granted for social occasions such as family reunions, special anniversaries, etc. It is assumed the employee would use vacation time in these instances.

When an employee is to be married, they will be allowed five (5) days' special leave to be taken either the week preceding or the week following the wedding.

- (b) Indigenous employees may use existing Special Leave for purpose of:
 - (i) Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three (3) consecutive hours free from work; and
 - (ii) Attendance at Indigenous cultural/ceremonial events.

L19.2 Bereavement Leave

A maximum of three (3) working days with pay shall be granted to attend the funeral of immediate next-of-kin only; parent, spouse, (including same sex or common law), child, step-child, brother or sister, brother-in-law or sister-in-law, parent-in-law, grandparent, grandchild, any relative living in the same household or any other relative for whom the employee is required to make the funeral arrangements.

If more than three (3) consecutive days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) shall be chargeable to Special Leave. If the Special Leave is used up, then pay shall be withheld for the number of days involved. Special Leave granted under this section is subject to the approval of the Area Supervisor.

L19.3 Quarantine

In any case where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the medical health authorities from attending to duties, the employee shall be paid on the basis of the employee's regular day's wages and the time shall not be deducted from the employee's sick leave account.

L19.4 Jury Duty

Each employee shall be allowed leave of absence (without deduction of salary) when required to serve on a jury or subpoenaed as a witness. It is understood that the Employer receives the jury fee and the employee receives full pay, and that the employee retains whatever expenses are provided by the Court.

In the event that, as a result of the execution of the employee's duties an employee is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court.

If the employee is not acquitted, a salary deduction may be made at the discretion of the Employer.

L19.5 Accidents Covered by the Workplace Safety and Insurance Act

An employee who is injured in the course of duty shall have Workers' Compensation salary awards supplemented without deduction from sick leave to a maximum of four (4) years and six (6) months.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

The Local 1247 representative on the Joint Health & Safety Committee shall also receive a copy of Form 7.

L19.6 (a) Pregnancy Leave

- (i) Employees who are pregnant and who have been employed with the Employer for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for up to seventeen (17) consecutive weeks commencing on the date requested by the mother to commence leave, or the date of birth (whichever is first).
- (ii) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date that the leave is to begin together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.
- (iii) In the event of complications with the pregnancy or because of the birth, still birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the employer with a certificate from their physician stating the expected date of the child.
- (iv) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began. Upon completion of the Pregnancy Leave, an employee may immediately commence Parental Leave. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still birth or miscarriage.

Credit for the purpose of salary increments, vacations, or any other benefit included and prescribed in this Agreement shall continue, and seniority shall accumulate during the leave.

Maternity Benefits/SEB Plan

- (v) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of the child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- (vi) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- (vii) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- (viii) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.

- (ix) Employees completing a long term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of their child, whichever is less.
- (x) Employees not defined above have no entitlement to the benefits outlined in this article.

(b) Parental Leave

- (i) If an employee has been in the employ of the Employer for at least thirteen (13) weeks, the employee is entitled to take an unpaid parental leave (where applicable) for up to seventy-eight (78) consecutive weeks following the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (ii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave must begin immediately after the pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the Employee also took pregnancy leave and up to sixty-three (63) weeks in duration if they did not.
- (iii) Upon the conclusion of the leave of absence granted to them under this Article, the Employee will be returned to their former job if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer. An Employee who wishes to change their return-to-work date must give the Employer four (4) weeks' written notice.
- (iv) Credit for service for the purposes of salary increments, vacations or any other benefit included and prescribed in this Agreement shall continue, and seniority shall accumulate during the leave.

(c) General Provisions Applicable to Pregnancy and Parental Leave

- (i) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.
- (ii) An employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks written notice before the earlier date.
- (iii) Employees are entitled during pregnancy and parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans and dental plans in which the employee participated prior to taking the leave, in accordance with the terms of OMERS and the EWBT.
- (iv) Employees shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.
- (v) The leave period shall be accordance with Provincial Terms and the *Employment Standards Act, 2000*.

L19.7 Union Business Leave

Subject to operational requirements, the Board will grant leave of absence without pay to employees to attend to general Union business that cannot be completed outside of working hours. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing, unless not reasonably possible to give such notice.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Board on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Board in the amount of such salary within thirty (30) days of billing.

L19.8 Leave of Absence for Full-Time Union or Public Duties

(a) Upon written request, the Employer shall grant leave of absence without pay for periods of less than 90 calendar days so that the employee may be a candidate in federal, provincial or municipal elections provided the leave does not commence more than 7 calendar days prior to the final date for the filing of nomination and the leave does not extend more than 7 calendar days after the official counting of ballots. During the leave of absence, benefits shall be maintained on the same basis as if the employee were not on leave of absence.

(b) Upon written request, the Employer shall grant leave of absence without pay to an employee who is elected to a full-time office with the Union or any body with which the Union is affiliated. Such leave shall be granted for the term of office.

(c) Upon written request, the Employer shall grant leave of absence without pay to an employee who is selected for a full-time position with the Union or any body with which the Union is affiliated. Such leave of absence shall be granted for a period not exceeding two years.

L20.00 INSURED BENEFITS

Upon request, the Union shall be provided with current copies of the Master Policies of all insured benefits.

L20.1 Pension

Each regular full and part-time employee will participate in the Ontario Municipal Employees Retirement System according to the Ontario Municipal Employees Retirement System Act and Regulations, as amended from time to time.

The Employer agrees to notify the Union within thirty (30) days of receipt of any changes to the Ontario Municipal Employees Retirement System Act or Regulations.

L20.2 Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act.

L20.3 Absence Without Pay

- (a) During any authorized leave of absence without pay benefits may be maintained provided the employee pays 100% of the premiums required for coverage during the absence without pay, subject to the terms of the EWBT. The employee shall make the arrangements with the EWBT's administrator for payment.
- (b) An employee on paid sick leave continues insured benefits through the EWBT provided the employee's share of the premiums is maintained. Once an employee begins an unpaid sick leave period, the employee may choose to continue benefits for up to 24 consecutive months, if they maintain 100% of the cost of all premiums, subject to the Terms of the EWBT.

L21.00 PART-TIME EMPLOYEES

L21.1 Part-Time Employees

Part-time employees shall receive the conditions of employment and fringe benefits specified in the Agreement on a pro-rata basis according to their hours of work, subject to the terms of the EWBT.

L22.00 GENERAL

L22.1 Union Officers and Committee Members

Union officers and/or committee members, with prior permission from the immediate supervisor, shall be entitled to leave their work during working hours in order to attend meetings with the Employer to carry out their union duties, under this Agreement. All time spent in performing such Union duties, including work performed on various Board committees, shall not result in a loss of pay.

Record of the absence is to be recorded on the employee's timesheet (or method being used to collect hours of work) and in the absence reporting system.

L22.2 Rest Breaks

All employees who work a regular eight (8) hour shift will be permitted two (2) fifteen (15) minute rest breaks each shift. All employees working less than eight (8) hours will be entitled to break time of 3.75 minutes for each hour worked. Employees working more than five (5) hours per day may take their break time in two periods during the working day and additionally are entitled to an unpaid lunch break. Employees working five (5) hours or less must take their break time in one break during their regular shift and are not entitled to an unpaid lunch break. All breaks will be taken at a time to be decided by the Supervisor.

L22.3 Transfer of Employees

Transfer of an employee at the request of the Employer in excess of eight (8) kilometres (thirty-five kilometres in exceptional circumstances) from the employee's present location within the County shall be by mutual agreement of the Employer and the employee concerned, with no penalty assessed against any employee who declines. In the event of exceptional circumstances the Employer shall consult the Union prior to implementing such transfer.

The Employer shall pay all reasonable moving costs of any employee who has been requested to make such move within the County, plus a special relocation allowance of up to \$300 to help pay for incidental expenses involved.

Nothing in this Agreement entitles an employee to claim moving costs from the Employer where, in exercising seniority rights, the employee requests of the Employer a transfer to another position within or without the Bargaining Unit.

L22.4 Mileage Allowance

A mileage rate as per Board policy will be paid to all employees who are required to use their own automobiles for the Employer's business. The minimum mileage allowance will be \$2.00 per day when the vehicle is used on the Employer's business.

L22.5 Supply of Tools

The Board shall supply all full-time trades employees classified as Shop Supervisor, electrician, plumber, carpenter or millwright, with the necessary hand tools used in performing their duties.

The following conditions shall govern the supply and maintenance of tools:

- (a) the Employer, in consultation with the various trade personnel, shall determine the tools required by each trades employee;
- (b) each trades employee shall sign for the kit of tools issued;
- (c) each trades employee shall be responsible for the care of their own kit of tools. Tools lost or broken through misuse shall be replaced by the employee unless otherwise recommended by the Supervisor.
- (d) A trades employee shall obtain the Supervisor's authorization if tools are borrowed for personal use.

L22.6 Rules and Regulations

The Employer in establishing rules and regulations applicable to the employees shall communicate same to the employees either by posting same on the bulletin board or by supplying the employee with a written copy of same.

L22.7 Meal Allowance

- a) An employee who is required to work two (2) or more hours' overtime immediately prior to, or immediately following a regular eight (8) hour shift shall be provided with a meal allowance of \$10.00 and will be paid for the meal break provided it does not exceed twenty (20) minutes. If the overtime exceeds eight (8) hours the employee shall be entitled to a second meal allowance.
- b) Employees on call-back (as per Article L14.10) exceeding four (4) hours actually worked shall also be entitled to a meal allowance of \$10.00 and a further meal allowance(s) for every four (4) hours thereafter.

L22.8 Safety Footwear

- (a) The Employer shall supply one pair of safety footwear, to each employee, where required by the Occupational Health and Safety Act.
- (b) Such safety footwear shall meet the requirements of the Occupational Health and Safety Act.
- (c) This safety footwear shall be made available upon commencement of employment. Where an employee does not successfully complete the probationary period associated with the job, the employee will be billed 65% of the cost of the supplied footwear and become the owner of the footwear. Where an employee does not complete the trial period associated with the job and the employee had not been previously supplied with the safety footwear, the employee will be billed 65% of the cost of the supplied footwear and become the owner of the footwear.
- (d) Except in extraordinary circumstances, Employer supplied safety footwear will be replaced not more frequently than once a year. When Employer supplied safety footwear is replaced, the old pair will be returned by the employee to the Employer.
- (e) In special circumstances, such as trades personnel being engaged in construction type work, a second pair of safety footwear, in a different style or of a different class, will be supplied.
- (f) At all times the employee will take reasonable care of the footwear supplied. Footwear supplied is for exclusive use in carrying out duties assigned by the Employer except for travel to or from work.
- (g) The Employer reserves the right to inspect supplied footwear to ensure said footwear is still properly functional and being responsibly cared for.
- (h) Employees who are supplied safety footwear must wear said footwear in all areas of employment that such footwear is required. Employee failure to wear supplied safety footwear as directed may be subject to discipline.

L22.9 Inclement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent an employee from travelling from their principal residence to their workplace, there shall be no loss of salary under this Collective Agreement. On return to work, the employee will submit an application for leave form to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

Alternately, with the approval of the Manager of Plant or designate, the employee may work at a location closer to their home. When an employee is dismissed early due to weather conditions, there shall be no loss of salary.

L22.10 Accommodation/Return to Work and WSIB Meetings

Employees shall be advised of their right to have a local union representative attend at WSIB meetings and Return to Work meetings for non-occupational illness or injuries. If the employee requests the attendance of the local union representative, the Board shall ensure that the local union representative is included in those meetings at the Employer's cost.

L22.11 Labour Management Committee

A Labour Management Committee shall be established consisting of appropriate numbers of representatives of the Union and the Employer. The Union will be permitted to have a maximum of four (4) representatives on this committee.

The Labour Management Committee shall not have the jurisdiction to consider matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement.

The committee shall meet as required at a mutually agreeable time and place. A request for a meeting will be made in writing prior to the date proposed and will be accompanied by an agenda of matters proposed to be discussed. Employees shall not suffer any loss of pay or benefits for time spent in meetings with this committee.

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

An agenda shall be circulated in advance. It is agreed to that standing items for discussion shall include workload concerns, staffing updates, operational changes and training plans, and Health and Safety updates.

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and distributed to all members of the committee.

L22.12 Criminal Background Checks

The Board shall collect and manage the Criminal Background Check (CBC) and the annual Offence Declaration information in a secure manner that provides for confidentiality and privacy for employees. The employees shall cooperate in providing all background checks required.

Any action taken by the Board affecting an employee that is related to the Criminal Background Check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and this Agreement

L22.13 Employee Assistance Program (EAP)

An employee Assistance Program (EAP) for members of CUPE Local 1247 shall be provided by the Board. The cost of such program will be shared on a 50/50 basis between the Employer and the Union.

L22.14 Apprenticeship Supervision

The Parties recognize that when a tradesperson is supervising an apprentice, they are responsible for the apprentice and their professional development. To ensure that the apprentice is progressing in accordance with the required standards, the Board shall ensure that the tradesperson and apprentice be given thirty (30) minutes a week to conduct a proper review of the apprenticeship and/or skill acquisition.

L23.00 TECHNOLOGICAL AND OTHER CHANGES

L23.1 Training Program

Where the Employer introduces new techniques or equipment into the operation covered by the Bargaining Unit, and where such innovation renders obsolete the skills used by employees in that area, the Employer agrees to retrain at the Employer's own expense, eligible displaced employees for such positions as the change of arrangements makes available, provided the training period does not exceed two months. During the retraining period, the employee shall be maintained at the employee's previous rate of pay and the Employer may engage temporary staff to carry on the work of such employee. The pay received by retrained personnel shall be that which applies to the new positions.

L23.2 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than two months, the additional training time shall be a subject for discussion between the Employer and the Union.

L23.3 Technological Changes

The Union shall be notified of any proposed technological changes before their implementation.

L23.4 No New Employees

No additional employees shall be hired by the Employer until the employees already working have been notified of the proposed technological change or other change of a similar nature and allowed a training period to acquire the necessary knowledge or skill for the trainees to retain their employment.

L24.00 COURSES

L24.1 When the Board requires an employee to take additional courses, the Board will pay the cost of tuition, registration and laboratory fees and required books. The Board will also reimburse the employee for their travelling expenses.

L25.00 HARASSMENT

L25.1 The parties agree to abide by the Ontario Human rights Code and its regulations and to recognize the right of the employees to work in an environment free from any form of harassment, and the employer recognizes its responsibility to maintain a harassment and discrimination free workplace.

L26.00 OCCUPATIONAL HEALTH & SAFETY ACT

L26.1 The Employer and the Union agree to abide by the Ontario Occupational Health and Safety Act and its regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

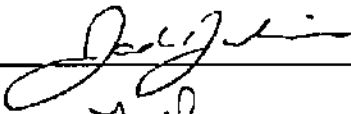
L27.00 TERMINATION

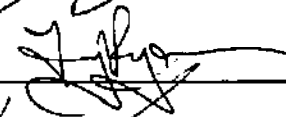
L27.1 This Agreement shall remain in force from September 1, 2022 to August 31, 2026 and shall continue in force from year to year thereafter unless in any year either Party shall furnish the other within a period of ninety (90) days before the date of its expiry, with notice of termination of, or proposed revision of, this Agreement.

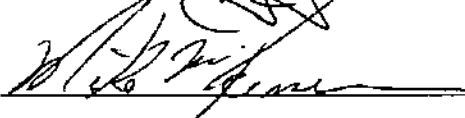
Dated at Pembroke, this 5th day of July, 2023.


For CUPE Local 1247

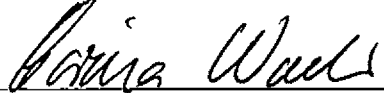
For the Renfrew County District School Board

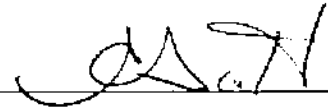


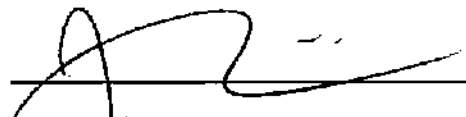


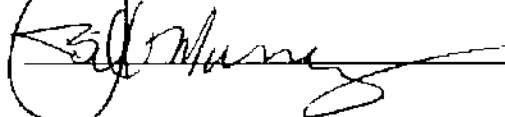















LETTER OF UNDERSTANDING #1

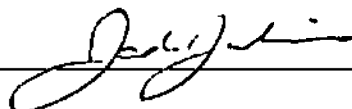
Seasonal Hours

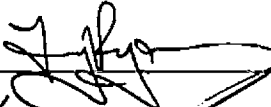
For July and August and the Christmas and March Breaks, the Employer agrees to endeavour to provide seasonal hours (between 7:00 a.m. and 3:30 p.m.) for as many members of the Bargaining Unit as possible. The Union recognizes that throughout needs of the system must be met. The Union further recognizes that not all employees will be able to enjoy seasonal hours as a result of needs such as summer school, user groups, contractors, suppliers (the foregoing list is not all inclusive). The Union agrees that a shift change, that puts an employee on seasonal hours or takes an employee off seasonal hours, necessitated by Employer needs associated with site occupancy and/or access by contractors or suppliers will be given at least eighteen (18) hours notice and the Employer will endeavour to give twenty-four (24) hours notice (to the extent required by this the Union waives the requirements of Article 14.05).

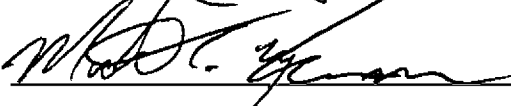
Dated at Pembroke, Ontario this 5th day of July 2023.

On behalf of the Canadian Union of Public
Employees & Local 1247


On behalf of the Renfrew County District
School Board

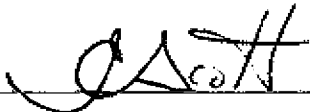





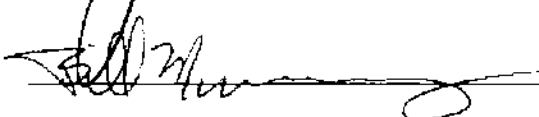


Bruce Schwan









M. Charbonneau

MEMORANDUM OF AGREEMENT #1

Contracting Out

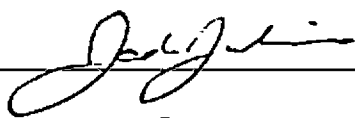
The Renfrew County District School Board and Local 1247 of the Canadian Union of Public Employees agree to the following:


1. The Parties agree that it is preferable that the Employer not contract out any work usually performed by members of the Bargaining Unit if, as a direct result of such contracting out, a layoff of any employee other than a casual employee or a reduction in the regular hours of work occurs within thirty (30) calendar days from such contracting out.
2. The Employer agrees to consult with the Union prior to contracting out any work usually performed by members of the Bargaining Unit where as a direct result of such contracting out, a layoff of any employee other than a casual employee or a reduction in the regular hours of work is expected to occur within thirty (30) calendar days from such contracting out.
3. The Union during the consultation of Paragraph 1.(b) shall have the opportunity to make proposals whereby the work to be contracted out can be done by the Bargaining Unit at a cost no greater than would have been achieved through the contracting out.
4. The Labour Management Committee shall review services provided by external service providers to determine if there is continuing work that, subject to operational requirements, could be performed by Bargaining Unit members.

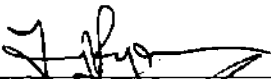
Dated at Pembroke, Ontario this 5th day of July 2023.


On behalf of the Canadian Union of Public
Employees & Local 1247

On behalf of the Renfrew County District
School Board













Bruce Schauer

M. Charbonneau

Kevin Wells

LETTER OF UNDERSTANDING #2

Plant Maintenance

Notwithstanding Article 14.02 (a) Plant Maintenance employees who volunteer and who are accepted by the employer to work four (4), ten (10) hour days may be scheduled Monday – Thursday inclusive or Tuesday – Friday inclusive. Overtime at the rate of time and one-half (1½) the employee's regular hourly rate shall be paid for all work performed on holidays, on Saturdays, Sundays or over ten (10) hours per day or over forty (40) hours per week. Sick Leave, Vacations with Pay, Holidays and Leaves based on days shall be converted to hours, (e.g. 1½ days of sick leave equals 12 hours per month and for each day sick, ten (10) hours shall be reduced from accumulated sick leave).

For weeks during which a statutory holiday falls, employees shall revert to an eight (8) hour per day schedule or opt to utilize vacation time to complete the forty (40) hours in a week. It is understood that a statutory holiday will not be paid at any more than eight (8) hours.


An employee or the employer may opt out of any such arrangement by providing thirty (30) days of notice to the other party.

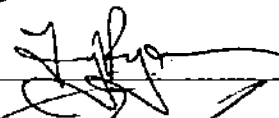
The Employer retains the right to alter the schedule in accordance with Article 14.5.

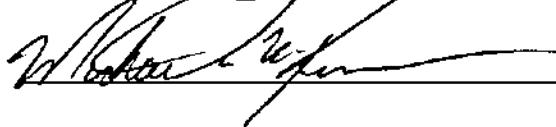
Dated at Pembroke, Ontario this 5th day of July 2023.

On behalf of the Canadian Union of Public
Employees & Local 1247

On behalf of the Renfrew County District
School Board







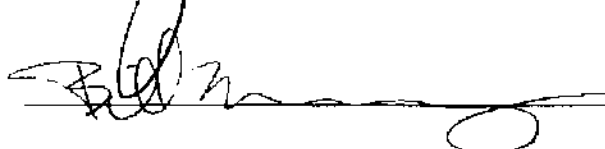


Bruce Schauer

Gavin Wuel







M. Chastonneau

LETTER OF UNDERSTANDING #3

Apprenticeship Positions

Apprenticeship postings will be posted in accordance with Article 12.

In the event the successful candidate is a current employee, the employee will be red-circled at their existing salary where the existing salary is greater than the apprenticeship salary.

The type of apprenticeship to be considered is based on Board needs.

The Program is to be designed to take on people with or without any apprenticeship background and bring them through the necessary training to completion of a journeyman's ticket.

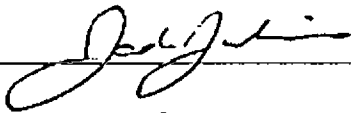
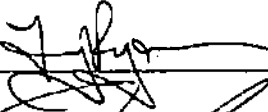
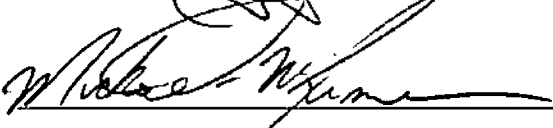
The apprentice would be given one additional attempt to successfully complete the program. An employee dropped from the program shall be returned to their permanent position.


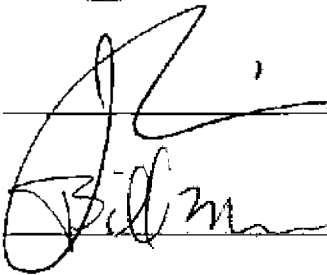
Benefits coverage and premiums will be subject to the Terms of the EWBT.

Dated at Pembroke, Ontario this 5th day of July 2023.

On behalf of the Canadian Union of Public
Employees & Local 1247

On behalf of the Renfrew County District
School Board




Bruce Schauer
Carrie Wells



M. Charbonneau

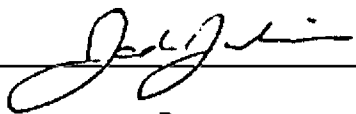
LETTER OF UNDERSTANDING #4
Reimbursement of Registration or Dues for Professional Colleges

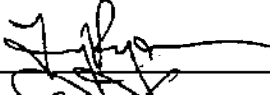
For each employee required to hold and maintain a certificate or membership in a regulatory body or College under the terms of their job description, the Employer will reimburse the actual incurred cost of professional dues annually.

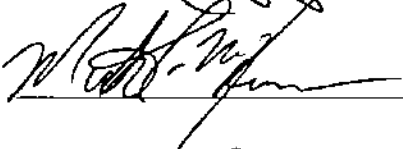
Dated at Pembroke, Ontario this 5th day of July 2023.

On behalf of the Canadian Union of Public
Employees & Local 1247

On behalf of the Renfrew County District
School Board




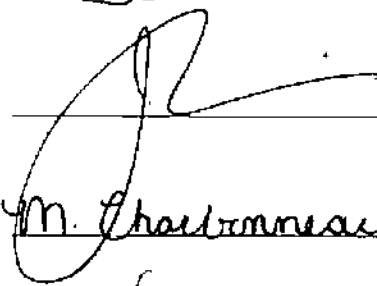




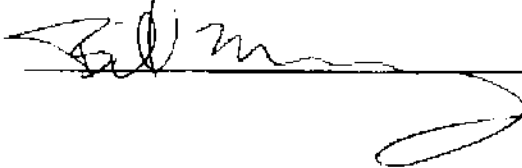
Bruce Schauer

Gordon Wood





M. Chalmers



Appendix A - Wages and Classifications

Schedule "A" Wages and Classifications		Effective Date			
		Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
Group 1					
Custodian	Start	\$20.10	\$21.10	\$22.10	\$23.10
Custodian for Grounds Maintenance	6 Months	\$20.55	\$21.55	\$22.55	\$23.55
	12 Months	\$20.99	\$21.99	\$22.99	\$23.99
Group 2					
	Start	\$21.00	\$22.00	\$23.00	\$24.00
	6 Months	\$21.41	\$22.41	\$23.41	\$24.41
	12 Months	\$21.85	\$22.85	\$23.85	\$24.85
Group 3					
Supply Custodian	Start	\$21.87	\$22.87	\$23.87	\$24.87
works 20 or more hours per week and less than 40	6 Months	\$22.29	\$23.29	\$24.29	\$25.29
	12 Months	\$22.73	\$23.73	\$24.73	\$25.73
Group 4					
Painter	Start	\$22.77	\$23.77	\$24.77	\$25.77
	6 Months	\$23.21	\$24.21	\$25.21	\$26.21
	12 Months	\$23.64	\$24.64	\$25.64	\$26.64
Group 5					
Head Custodian - Level 2 (up to 40,000 sq. ft.)	Start	\$23.66	\$24.66	\$25.66	\$26.66
Truck Driver / Courier	6 Months	\$24.09	\$25.09	\$26.09	\$27.09
	12 Months	\$24.49	\$25.49	\$26.49	\$27.49
Group 6					
Head Custodian - Level 3 (40,000 to 80,000 sq. ft.)	Start	\$24.51	\$25.51	\$26.51	\$27.51
Carpenter II	6 Months	\$24.96	\$25.96	\$26.96	\$27.96
	12 Months	\$25.40	\$26.40	\$27.40	\$28.40
Group 7					
Carpenter 1	Start	\$25.41	\$26.41	\$27.41	\$28.41
General Maintenance	6 Months	\$25.89	\$26.89	\$27.89	\$28.89
Head Custodian - Level 4 (80,000 to 120,000 sq. ft.)	12 Months	\$26.30	\$27.30	\$28.30	\$29.30
Head Custodian - Level 5 (over 120,000 sq. ft.)					
Group 8					
HVAC Maintenance	Start	\$26.33	\$27.33	\$28.33	\$29.33
Leadhand Painter	6 Months	\$26.74	\$27.74	\$28.74	\$29.74
Millwright	12 Months	\$27.19	\$28.19	\$29.19	\$30.19
Group 9					
Electrician	Start	\$27.22	\$28.22	\$29.22	\$30.22
Plumber / Burner Mechanic	6 Months	\$27.60	\$28.60	\$29.60	\$30.60
Millwright Electrician	12 Months	\$28.09	\$29.09	\$30.09	\$31.09
Group 10					
Plumber/Burner/GasFitter/Refrig Mechanic	Start	\$28.11	\$29.11	\$30.11	\$31.11
Shop Foreperson	6 Months	\$28.53	\$29.53	\$30.53	\$31.53
	12 Months	\$28.97	\$29.97	\$30.97	\$31.97

Apprentice:
 Year 1 - 55% of the applicable trade start rate
 Year 2 - 65% of the applicable trade start rate
 Year 3 - 75% of the applicable trade start rate
 Year 4 - 85% of the applicable trade start rate
 (In the above, the applicable trade rate shall be one of the hourly rates set out in this Agreement and rounded to the nearest cent.)

Note 1: Casual employees shall progress from one salary level to the next within a range of rates for a classification.

Minutes of Settlement

between

The Renfrew County District School Board (hereinafter referred to as "the Board")

and

Canada Union of Public Employees - Local 1247 (hereinafter referred to as "the Union")

Re: Adjustment of Schedule A for Collective Agreements 2019-2021 and 2022-2026

WHEREAS Bill 124 imposed restrictions on salary increases for certain public sector employees, the RCDSB and CUPE 1247 have come to an agreement on the adjustments required of "Schedule A" for the Collective Agreements covering the periods of 2019-2021 and 2022-2026 as determined by all remedy outlined in the Bill 124 settlement between "the Crown" and "the Union".

The parties have agreed to the following terms:

- The attached "Schedule A" for Collective Agreement 2019-2021 and 2022-2026 be amended and adhered as attached to these minutes of settlement and shall comply with all remedies outlined in the Bill 124 settlement between "the Crown" and "the Union".
- In addition, below is the updated premium for the period:

		Calc	Actual	Calc	Actual	Calc	Actual
	Current	01-Sep-19	01-Sep-19	01-Sep-20	01-Sep-20	01-Sep-21	01-Sep-21
Responsibility	0.34	0.34595	0.35	0.35200412 5	0.35	0.36520428	0.37
Split Shift	0.47	0.478225	0.48	0.48659393 8	0.49	0.50484121	0.5
Afternoon Shifts	0.38	0.38665	0.39	0.39341637 5	0.39	0.408169489	0.41
Night Shifts	0.43	0.437525	0.44	0.44518168 8	0.45	0.461876001	0.46

		Calc	Actual	Calc	Actual	Calc	Actual
	Current	01-Sep-19	01-Sep-19	01-Sep 20	01-Sep-20	01-Sep 21	01-Sep-21
Responsibility	0.34	0.34595	0.35	0.352	0.35	0.3652	0.37
Split Shift	0.47	0.478225	0.48	0.4866	0.49	0.5048	0.5
Afternoon Shifts	0.38	0.38665	0.39	0.3934	0.39	0.4082	0.41
Night Shifts	0.43	0.437525	0.44	0.4452	0.45	0.4619	0.46

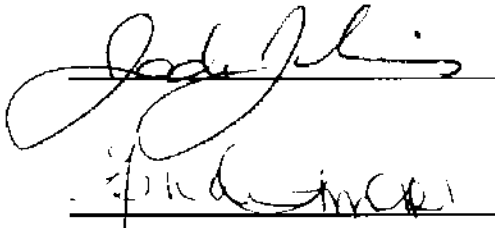
- All electronic copies of the 2019-2021 and 2022-2026 Collective Agreements are reflective

MOS Re: Adjustment of Schedule A for Collective Agreements 2019-2021 and 2022-2026
of the updated Schedule A as attached to these minutes of settlement.

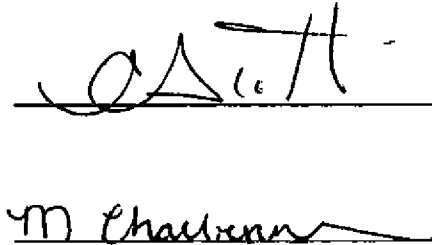
- The Board and the Union will ensure that the current collective agreement 2022-2026 be electronically communicated to all CUPE employees within the RCDSB.
- The RCDSB and CUPE 1247 are committed to working collaboratively to ensure that revised Schedule A is implemented and in compliance with all legal and central party requirements.
- This agreement is made on a without precedent or prejudice basis.
- This agreement shall come into effect upon the signing of the minutes of settlement by the authorized representatives of both the RCDSB and CUPE 1247.
- This agreement does not preclude the Union's ability to file grievances related to the payments or non-payments to members and former members.

Signed this 30 day of April, 2024.

For the Union



For the Board



Schedule A

SCHEDULE "A" – WAGES AND CLASSIFICATIONS	September 1, 2019			September 1, 2020			September 1, 2021		
	Start	6 Mths	12 Mths	Start	6 Mths	12 Mths	Start	6 Mths	12 Mths
Group 1 Custodian Custodian for Grounds Maintenance	18.85	19.31	19.74	19.18	19.65	20.09	19.90	20.39	20.84
Group 2	19.75	20.16	20.59	20.10	20.51	20.95	20.85	21.28	21.74
Group 3 Supply Custodian	20.61	21.02	21.46	20.97	21.39	21.84	21.76	22.19	22.66
Group 4 Painter	21.50	21.93	22.36	21.88	22.31	22.75	22.70	23.15	23.60
Group 5 Head Custodian – Level 2 (up to 40,000 sq. ft.) Truck Driver/Courier	22.39	22.80	23.20	22.78	23.20	23.61	23.63	24.07	24.50
Group 6 Carpenter II Head Custodian – Level 3 (40,000 to 80,000 sq. ft.)	23.22	23.67	24.09	23.63	24.08	24.51	24.52	24.98	25.43
Group 7 Carpenter I Head Custodian – Level 4 (80,000 to 120,000 sq. ft.) General Maintenance Head Custodian – Level 5 (over 120,000 sq. ft.)	24.10	24.58	24.98	24.52	25.01	25.42	25.44	25.95	26.37
Group 8 Leadhand Painter HVAC Maintenance Millwright	25.01	25.43	25.86	25.45	25.88	26.31	26.40	26.85	27.30
Group 9 Plumber/Burner Mechanic Electrician Millwright Electrician	25.90	26.27	26.75	26.35	26.73	27.22	27.34	27.73	28.24
Group 10 Shop Foreperson Plumber/Burner/Gas Fitter I/Refrig. Mechanic	26.77	27.19	27.63	27.24	27.67	28.11	28.26	28.71	29.16

*The Job Titles may be in different groups depending on the collective agreement year.

SCHEDULE A

SCHEDULE "A" – WAGES AND CLASSIFICATIONS	September 1, 2022			September 1, 2023			September 1, 2024			September 1, 2025		
	Start	6 Mths	12 Mths	Start	6 Mths	12 Mths	Start	6 Mths	12 Mths	Start	6 Mths	12 Mths
Group 1 Custodian Custodian for Grounds Maintenance	20.90	21.39	21.84	21.90	22.39	22.84	22.90	23.39	23.84	23.90	24.39	24.84
Group 2	21.85	22.28	22.74	22.85	23.28	23.74	23.85	24.28	24.74	24.85	25.28	25.74
Group 3 Supply Custodian	22.76	23.19	23.66	23.76	24.19	24.66	24.76	25.19	25.66	25.76	26.19	26.66
Group 4 Painter	23.70	24.15	24.60	24.70	25.15	25.60	25.70	26.15	26.60	26.70	27.15	27.60
Group 5 Head Custodian – Level 2 (up to 40,000 sq. ft.) Truck Driver/Courier	24.63	25.07	25.50	25.63	26.07	26.50	26.63	27.07	27.50	27.63	28.07	28.50
Group 6 Carpenter II Head Custodian – Level 3 (40,000 to 80,000 sq. ft.)	25.52	25.98	26.43	26.52	26.98	27.43	27.52	27.98	28.43	28.52	28.98	29.43
Group 7 Carpenter I Head Custodian – Level 4 (80,000 to 120,000 sq. ft.) General Maintenance Head Custodian – Level 5 (over 120,000 sq. ft.)	26.44	26.95	27.37	27.44	27.95	28.37	28.44	28.95	29.37	29.44	29.95	30.37
Group 8 Leadhand Painter HVAC Maintenance Millwright	27.40	27.85	28.30	28.40	28.85	29.30	29.40	29.85	30.30	30.40	30.85	31.30
Group 9 Plumber/Burner Mechanic Electrician Millwright Electrician	28.34	28.73	29.24	29.34	29.73	30.24	30.34	30.73	31.24	31.34	31.73	32.24
Group 10 Shop Foreperson Plumber/Burner/Gas Fitter I/Refrig. Mechanic	29.26	29.71	30.16	30.26	30.71	31.16	31.26	31.71	32.16	32.26	32.71	33.16

*The Job Titles may be in different groups depending on the collective agreement year