



COLLECTIVE AGREEMENT

Between

THE RENFREW COUNTY CATHOLIC DISTRICT

SCHOOL BOARD

(hereinafter called the "Board")

and

The Canadian Union of Public Employees, Local 1202

(hereinafter called the "Union")

EFFECTIVE FROM

September 1st, 2022 to August 31st, 2026

This Collective Agreement shall consist of two parts. Part "A" – Central Terms and Part "B" – Local terms.

PART A: CENTRAL TERMS

TABLE OF CONTENTS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	3
C1.1 <i>Separate Central and Local Terms</i>	3
C1.2 <i>Implementation</i>	3
C1.3 <i>Parties</i>	3
C1.4 <i>Single Collective Agreement</i>	3
C2.00 DEFINITIONS	3
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN	4
C3.1 <i>Term of Agreement</i>	4
C3.2 <i>Term of Letters of Agreement/Understanding</i>	4
C3.3 <i>Amendment of Terms</i>	4
C3.4 <i>Notice to Bargain</i>	4
C4.00 CENTRAL DISPUTE RESOLUTION PROCESS	5
C4.1 <i>STATEMENT OF PURPOSE</i>	5
C4.2 <i>Parties to the Process</i>	5
C4.3 <i>Meetings of the Committee</i>	5
C4.4 <i>Selection of Representatives</i>	5
C4.5 <i>Mandate of the Committee</i>	6
C4.6 <i>Role of the Central Parties and Crown</i>	6
C4.7 <i>Referral of Disputes</i>	7
C4.8 <i>Carriage Rights</i>	7
C4.9 <i>Responsibility to Communicate</i>	7
C4.10 <i>Language of Proceedings</i>	7
C4.11 <i>Definition of Dispute</i>	7
C4.12 <i>Notice of Disputes</i>	7
C4.13 <i>Referral to the Committee</i>	8
C4.14 <i>Timelines</i>	8
C4.15 <i>Voluntary Mediation /Expedited Mediation</i>	9
C4.16 <i>Arbitration</i>	10
C5.00 BENEFITS	10
C5.1 <i>Eligibility and Coverage</i>	11
C5.2 <i>Funding</i>	11
C5.3 <i>Cost Sharing</i>	11
C5.4 <i>Full-Time Equivalent (FTE) and Employer Contributions</i>	12
C5.5 <i>Payment in Lieu of Benefits</i>	12
C5.6 <i>Benefits Committee</i>	12
C5.7 <i>Privacy</i>	12
C6.00 SICK LEAVE	13
C6.1 <i>Sick Leave/Short Term Leave and Disability Plan</i>	13
Definitions:.....	13
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	18
C7.1 <i>Preamble</i>	18
C7.2 <i>Membership</i>	19
C7.3 <i>Co-Chair Selection</i>	19
C7.4 <i>Meetings</i>	19
C7.5 <i>Agenda and Minutes</i>	19
C7.6 <i>Without Prejudice or Precedent</i>	19
C7.7 <i>Cost of Labour Relations Meetings</i>	19
C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES	19
C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS	19
C10.00 CASUAL SENIORITY EMPLOYEE LIST	20
C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING	20
C12.00 STATUTORY LEAVES OF ABSENCE/SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB)	20
C12.1 <i>Family Medical Leave or Critical Illness Leave</i>	20

C13.00 MERGER, AMALGAMATION OR INTEGRATION	21
C14.00 SPECIALIZED JOB CLASSES	21
C15.00 PROFESSIONAL ACTIVITY DAYS	21
APPENDIX A.....	22
APPENDIX B.....	23
<i>Sick Leave Credit-Based Retirement Gratuities (where applicable).....</i>	<i>23</i>
<i>Other Retirement Gratuities.....</i>	<i>23</i>
APPENDIX C - MEDICAL CERTIFICATE	24
LETTER OF UNDERSTANDING #1	31
<i>Re: Status Quo Central Items.....</i>	<i>31</i>
LETTER OF UNDERSTANDING #2.....	32
<i>Re: Status Quo Central Items and Items Requiring Amendment and Incorporation.....</i>	<i>32</i>
LETTER OF UNDERSTANDING #3.....	35
<i>Re: Job Security: Protected Complement.....</i>	<i>35</i>
LETTER OF UNDERSTANDING #4.....	37
<i>Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference</i>	<i>37</i>
III. MEMBERSHIP	37
LETTER OF UNDERSTANDING #5.....	39
<i>Re: Sick Leave</i>	<i>39</i>
LETTER OF UNDERSTANDING #6.....	40
<i>Re: Central Labour Relations Committee</i>	<i>40</i>
LETTER OF UNDERSTANDING #7.....	41
<i>RE: List of Arbitrators</i>	<i>41</i>
LETTER OF UNDERSTANDING #8.....	42
<i>Re: Children’s Mental Health, Special Needs, and Other Initiatives</i>	<i>42</i>
LETTER OF UNDERSTANDING #9.....	43
<i>Re: Provincial Working Group – Health and Safety.....</i>	<i>43</i>
LETTER OF UNDERSTANDING # 10	44
<i>RE: Ministry Initiatives Committee</i>	<i>44</i>
LETTER OF UNDERSTANDING #11	45
<i>RE: BEREAVEMENT LEAVE.....</i>	<i>45</i>
LETTER OF UNDERSTANDING #12.....	47
<i>RE: SHORT TERM PAID LEAVE</i>	<i>47</i>
LETTER OF AGREEMENT # 13	48
<i>RE: LEARNING AND SERVICES CONTINUITY AND ABSENTEEISM TASK FORCE.....</i>	<i>48</i>

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 Mediation

- 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 #8. 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) 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

I, _____

hereby authorize my Health Care Professional(s)

_____ to disclose medical information to my employer,

_____ In order to determine my ability to fulfill my duties as a

_____ from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated

_____ dd mm vvvv

for my absence starting on the

_____ dd mm vvvv

Signature

Date

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.

Please return the completed form to the attention of:

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 <input type="checkbox"/>
	Return to work date: dd mm yyyy
	For limitations and restrictions, please complete Part 2.

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

PART 2 – Physical and/or Cognitive Abilities
Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (please complete all that is applicable)

PHYSICAL (if applicable)

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

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**

* "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: To be Updated as Necessary

- 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:
 - a. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - b. Attendance at Indigenous cultural/ceremonial events.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

LETTER OF AGREEMENT # 13

BETWEEN

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

and

The Canadian Union of Public Employees

(hereinafter 'CUPE')

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

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

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

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

The task force will:

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

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

**PART B:
LOCAL
TERMS**

PART B: LOCAL TERMS

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	2
1.01 – BARGAINING UNIT	2
1.02 – NO OTHER AGREEMENTS	2
ARTICLE 2 – APPLICABILITY OF AGREEMENT ARTICLES	2
2.01 – TEMPORARY EMPLOYEES	2
ARTICLE 3 – NO DISCRIMINATION	2
3.01 – BOARD SHALL NOT DISCRIMINATE	2
ARTICLE 4 – CHECK-OFF OF UNION DUES	3
4.01 – CHECK-OFF	3
4.02 – DUES RECEIPT	3
4.03 – INDEMNITY	3
ARTICLE 5 – INFORMATION	3
5.01 – BULLETIN BOARDS	3
5.02 – NEWSLETTERS	3
5.03 – NEW EMPLOYEES	4
ARTICLE 6 – RESERVATION OF MANAGEMENT RIGHTS	4
ARTICLE 7 – LABOUR MANAGEMENT RELATIONS	4
7.01 – REPRESENTATION	4
7.02 – NEGOTIATING COMMITTEE	4
7.03 – TIME OFF FOR MEETINGS	5
7.04 – LABOUR MANAGEMENT COMMITTEE	5
ARTICLE 8 – GRIEVANCE PROCEDURE	5
8.01 – DEFINITION	5
8.02 – COMPLAINTS	6
8.03 – GRIEVANCE COMMITTEE	6
8.04 – WRITTEN GRIEVANCE	6
8.05 – STEPS	6
8.06 – TIMELINES	7
8.07 – REPRESENTATIVES	7
8.08 – ARBITRATION PROCEDURE	7
ARTICLE 9 – HUMAN RESOURCES INFORMATION	8
9.01 – ACCESS TO PERSONNEL FILE	8
9.02 – CRIMINAL BACKGROUND CHECKS	8
9.03 – EMPLOYEE ADDRESS AND PHONE NUMBER	8
ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE	9
10.01	9
ARTICLE 11 – NO STRIKES AND NO LOCKOUTS	9
11.01	9
ARTICLE 12 – SENIORITY	9
12.01 – DEFINITION	9
12.02 – SENIORITY LIST	10
12.03 – LOSS OF SENIORITY	10
ARTICLE 13 – PROMOTIONS AND STAFF CHANGES	10
13.01 – JOB POSTINGS	10
13.02 – JOB POSTING INFORMATION	11
13.03 – METHOD OF MAKING APPOINTMENTS	11
13.04 – SENIOR CARETAKER – ELEMENTARY SCHOOLS	12
13.05 – PROBATIONARY EMPLOYEES	12

Renfrew County Catholic District School Board / CUPE Collective Agreement 2022-26

13.06 – TEMPORARY TO PERMANENT STATUS.....	12
13.07 – TRIAL PERIOD.....	12
13.08 – TEMPORARY VACANCIES / ASSIGNMENTS.....	13
ARTICLE 14 – LAY-OFFS AND RECALLS.....	13
14.01 – LAY-OFF AND REHIRING PROCEDURE.....	13
14.02 – NO NEW EMPLOYEES.....	14
14.03 – NOTICE OF LAY-OFF.....	14
14.04 – RECALL RIGHTS.....	14
14.05 – RECALL RIGHTS FOR EMPLOYEES ON SICK LEAVE OR ON LTD.....	14
14.06 – SURPLUS TO WORKPLACE.....	15
ARTICLE 15 – HOURS OF WORK.....	15
15.01 – HOURS (WORK SCHEDULE).....	15
15.02 – REST PERIOD.....	17
15.03 – LUNCH PERIOD.....	17
15.04 – SPLIT SHIFT.....	17
ARTICLE 16 – OVERTIME.....	17
16.01 – OVERTIME DEFINED.....	17
16.02 – APPROVAL.....	18
16.03 – REDUCTION OF HOURS TO COMPENSATE FOR OVERTIME.....	18
16.04 – OVERTIME FOR PART-TIME EMPLOYEES.....	18
16.05 – CALL BACK PAY.....	18
ARTICLE 17 – STATUTORY AND BOARD HOLIDAYS.....	18
17.01 – LIST OF HOLIDAYS.....	18
17.02 – HOLIDAY PAY.....	19
17.03 – HOLIDAYS ON DAY OFF.....	19
17.04 – TEMPORARY EMPLOYEES.....	20
ARTICLE 18 – VACATION.....	20
18.01 – PAID VACATION.....	20
18.02 – HOLIDAYS DURING VACATION.....	21
18.03 – VACATION PAY ON TERMINATION.....	21
18.04 – VACATION OUTSIDE THE SUMMER VACATION PERIOD.....	21
18.05 – REPLACEMENT FOR EMPLOYEES ON VACATION.....	21
18.06 – REPLACEMENT OF EMPLOYEES.....	21
18.07 – TEMPORARY EMPLOYEES.....	21
ARTICLE 19 – SICK LEAVE PROVISIONS.....	22
SEE PART A -CENTRAL TERMS.....	22
19.01 - DEDUCTION FROM SICK LEAVE.....	22
19.02 – NOTIFICATION OF PENDING ABSENCE / RETURN AND MEDICAL CERTIFICATES.....	22
19.03 - SICK LEAVE DURING LEAVE OF ABSENCE.....	23
19.04 - LEAVE OF ABSENCE DUE TO ILLNESS.....	23
19.05 - SICK LEAVE CREDIT RECORDS.....	23
19.06 – LONG TERM DISABILITY INSURANCE PLAN WHILE ON LEAVE OF ABSENCE DUE TO ILLNESS.....	23
19.07 - WORKPLACE SAFETY AND INSURANCE BOARD (WSIB).....	24
ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE.....	24
SEE PART A CENTRAL TERMS.....	24
20.01 – PREGNANCY AND PARENTAL LEAVE UNDER THE EMPLOYMENT STANDARDS ACT.....	24
ARTICLE 21 – LEAVE OF ABSENCE.....	26
21.01 – ELIGIBILITY.....	26
21.02 – UNION BUSINESS.....	26
21.03 – LEAVE FOR UNION AND PUBLIC DUTIES.....	27
21.04 – COMPASSIONATE LEAVE.....	27
21.05 – URGENT PERSONAL BUSINESS LEAVE.....	27
21.06 – JURY OR WITNESS LEAVE & QUARANTINE LEAVE.....	28

Renfrew County Catholic District School Board / CUPE Collective Agreement 2022-26

21.07 – TIME OFF FOR ELECTION	28
21.08 – SHORT-TERM PERSONAL LEAVE WITHOUT PAY	28
21.09 – LONG-TERM PERSONAL LEAVE WITHOUT PAY	28
ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES	28
22.01 – DETERMINATION OF SALARIES AND WAGES	28
22.02 – PAY DAYS	29
22.03 – EQUAL PAY FOR EQUAL WORK	29
22.04 –TEMPORARY EMPLOYEE PAY RATES	29
ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION	29
23.01 – JOB DESCRIPTION	29
23.02 – NO ELIMINATION OF PRESENT CLASSIFICATION	29
23.03 – CHANGES IN CLASSIFICATION	29
ARTICLE 24 – LONG TERM DISABILITY INSURANCE PLANS	30
24.01 – LEAVE OF ABSENCE OTHER THAN PREGNANCY AND PARENTAL LEAVE	30
24.02 – CHANGE OF CARRIERS	30
24.03 – LEGISLATION	31
ARTICLE 25 – PENSION PLANS & RETIREMENT GRATUITY	31
25.01 – PENSION PLANS	31
25.02 – RETIREMENT GRATUITY	31
ARTICLE 26 – HEALTH AND SAFETY	31
26.01 – CO-OPERATION ON SAFETY	31
26.02 – HEALTH AND SAFETY FOOTWEAR	31
ARTICLE 27 – JOB SECURITY	32
27.01 - JOB SECURITY	32
27.02 – SURPLUS OR SPECIAL WORK	32
27.03 – WORK OF THE BARGAINING UNIT	32
ARTICLE 28 – MILEAGE	32
ARTICLE 29 – TERM OF AGREEMENT	32
SEE CENTRAL TERMS	32
SCHEDULE "A": WAGE SCALE	34
APPENDIX A: LETTER OF INTENT – JOINT CONSULTATIVE COMMITTEE ON SICK LEAVE USAGE	35
LETTER OF UNDERSTANDING #1: CLOTHING ALLOWANCE	35

GLOSSARY

"Board" means the Renfrew County Catholic District School Board.

"employee" is defined as a person employed by the Renfrew County Catholic District School Board and governed by the terms of this Agreement.

"permanent employee" is defined as a full-time or part-time employee, who on a permanent basis, is hired for or promoted to a position established by the Board as a permanent position.

"temporary employee" is an employee who:

- a) replaces one specific employee who is temporarily absent for a period of time in excess of twenty (20) consecutive, regularly scheduled working days, but less than twelve (12) consecutive regularly scheduled working months;
- b) replaces one specific employee who is temporarily absent on a combination of Pregnancy/Parental leave and a leave of absence of two (2) years or less;
- c) replaces one specific employee who is temporarily absent on account of illness or accident for a period of two (2) years or less; or
- d) works in a position classified as temporary for a period of time less than twelve (12) months.

Any extension of the above periods shall only be with the approval of the Union. The Union agrees that approval will not be unreasonably withheld.

It is understood and agreed that a temporary employee is a member of the bargaining unit only during the period of their temporary assignment.

It is understood and agreed that a temporary employee will not become a permanent employee unless that employee is the successful candidate for a job posting for a permanent position.

It is understood and agreed that a permanent employee, other than a laid-off permanent employee, who is appointed to a temporary position will retain their rights, privileges and benefits as a permanent employee, prorated to their percentage of employment as a permanent employee, during the period of the appointment to a temporary position.

"casual employee" is an employee who is hired on a day-to-day basis, and;

- a) who works for twenty (20) consecutive regularly scheduled working days or less replacing one or more various employees in the CUPE bargaining unit, or
- b) who works for twenty (20) consecutive regularly scheduled working days or less performing special, surplus or emergency work which cannot be performed by the CUPE bargaining unit members.

A casual employee is not a member of the bargaining unit.

"Employment Standards Act" means Ontario Employment Standards Act, 2000, as amended from time to time and the Regulations thereunder, as amended from time to time.

ARTICLE 1 – RECOGNITION

1.01 – Bargaining Unit

The Board recognizes the Union as the sole collective bargaining agent of all employees of the Board engaged in maintenance and plant services in the County of Renfrew, save and except the Health and Safety/Plant Services Officer, Supervisors, persons above the rank of Supervisor, office staff, casual employees, and students.

1.02 – No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 2 – APPLICABILITY OF AGREEMENT ARTICLES

2.01 – Temporary Employees

It is understood by the Parties that some of the Articles/Clauses contained in the Collective Agreement are applicable to permanent employees only and will not apply to temporary employees. Without limiting the generality of the foregoing, the following Articles/Clauses will not apply to temporary employees:

- a) Article 12 - Seniority
- b) Clause 13.07 - Trial Period
- c) Article 14 - Lay-offs and Recall
- d) Article 17 – Holidays, save and except Clause 17.04 – Temporary Employees
- e) Article 18 – Vacation, save and except Clause 18.07 – Temporary Employees
- f) Article 21 - Leave of Absence save and except Clause 21.04 - Compassionate Leave
- g) Article 22 – Payment of Wages and Allowances, save and except Clause 22.04 – Temporary Employees – Pay Rates
- h) Article 24 – Long Term Disability Insurance Plans
- i) Article 25 - Pension Plans and Retirement Gratuity
- j) Article 26.02 – Health and Safety Footwear
- k) Letter of Understanding #1: Clothing Allowance

ARTICLE 3 – NO DISCRIMINATION

3.01 – Board Shall Not Discriminate

a) There shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or

marital status, place of residence, disability, nor by reason of their membership or activity in the Union.

b) It is understood and agreed that the right under Section 5 of the Human Rights Code and under Clause 3.01 (a) to equal treatment with respect to employment without discrimination because of age is not infringed by an employee benefit, pension, superannuation or group insurance plan or fund that complies with the Employment Standards Act, 2000 and the regulations thereunder.

ARTICLE 4 – CHECK-OFF OF UNION DUES

4.01 – Check-Off

From the first day of hire the Board agrees to deduct from the pay of each employee in the Bargaining Unit, all dues, initiation fees and special assessments chargeable by the Union. All monies so deducted shall be forwarded to the National Secretary-Treasurer of the Union, no later than the fifteenth (15th) day of the month following the month in which the deductions were made, accompanied by a list of the names and addresses of all employees from whom deductions have been made. Thereafter, any additions or deletions from the list of employees shall be reported.

4.02 – Dues Receipt

Income tax (T-4) slips shall state the amount of union dues paid by each employee in the bargaining unit for the taxation year.

4.03 – Indemnity

The Union and its members shall indemnify hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.

ARTICLE 5 – INFORMATION

5.01 – Bulletin Boards

The Board shall provide access to existing bulletin boards so that all employees will have access to them and upon which the Union may post notice of meetings or other information pertinent to the affairs of the Union.

5.02 – Newsletters

All newsletters and bulletins sent by the Board Office to all permanent and/or temporary employees grouping will be copied to the Union.

5.03 – New Employees

a) The Union shall be notified of the full name, position classification and start date of all new employee(s). Where possible, this shall be provided prior to their first day of employment or within a reasonable time thereafter.

b) On commencing employment in a position within the bargaining unit, all new employees will be provided the name of the Union President or designate and information on how to access the current Collective Agreement electronically.

c) The Employer will provide to the union a list of all employees in the bargaining unit upon request but no more frequent than once every six (6) months. The list will include each person's name, position classification, employment status (i.e. active/on leave), most recent address on file.

d) Where the Employer elects to host an orientation and a new employee is scheduled to attend such session, the Union President or designate will be invited to attend that session. Nothing herein shall require the Board to host such session(s).

ARTICLE 6 - RESERVATION OF MANAGEMENT RIGHTS

6.01

The Union acknowledges that, among other functions and subject to the provisions of this Agreement, it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion, demotion or transfer; or a claim that an employee has been discharged or disciplined without just cause; may be subject to a grievance and dealt with as hereinafter provided; and
- c) administer and manage all the affairs of the Board.

ARTICLE 7 – LABOUR MANAGEMENT RELATIONS

7.01 – Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its officers.

7.02 – Negotiating Committee

A Negotiating Committee shall be appointed and consist of not more than three (3) members of the Board, plus a negotiator, as appointees of the Board, and not more than three (3) members of the Union, plus a National CUPE Representative, as appointees of the Union. Each Party shall advise the other Party of its appointees.

7.03 – Time Off for Meetings

a) **Negotiating Meetings:** Any representative of the Union on the Negotiating Committee, who is in the employ of the Board, shall have the privilege of attending Negotiating Committee Meetings with the Board which are held within working hours without loss of remuneration but at no additional cost to the Board.

b) **Other Board Meetings:** Any representative of the Union, who is in the employ of the Board, shall have the privilege of attending meetings with Board Officials, at the request of the Board, without loss of remuneration and seniority, and at no cost to the Union.

7.04 – Labour Management Committee

a) There shall be a Labour Management committee composed of equal representatives of union and management. The number of representatives shall be determined by mutual agreement. Either party may request additional attendees and shall inform the other party as such.

b) The Committee shall meet at times and frequency as mutually agreed to discuss matters of mutual concern. It is understood that the Committee shall not discuss grievances.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 – Definition

A grievance is defined as a difference or a dispute by an employee, a group of employees, the Union or the Board arising from the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. The Parties agree that all grievances shall be processed according to this Article.

- a) An individual grievance shall be submitted in writing by an employee at Step One of the grievance procedure.
- b) A group grievance shall be defined as a common complaint by two (2) or more employees and shall be submitted at Step One of the grievance procedure.
- c) A policy grievance may be submitted, by the Union, directly at Step Two of the grievance procedure. It is understood that such a grievance shall not deal with matters which are properly the subject of an individual employee grievance.
- d) A discharge grievance is defined as a grievance alleging wrongful or unjust discharge and shall be submitted at Step Two of the grievance procedure.
- e) Grievances concerning lay-offs due to a reduction in the working force shall be submitted at Step Two of the grievance procedure.
- f) Board grievances shall be submitted at Step Two of the grievance procedure, shall be signed by the Director of Education or designate and shall be submitted to the Union President within the timelines for submitting a grievance.

8.02 – Complaints

a) It is the mutual desire of the Parties that complaints of employees shall be dealt with promptly. Therefore, where appropriate, employees should discuss a complaint with their immediate supervisor in an attempt to resolve the complaint prior to starting a formal grievance.

b) Both the Board and the Union recognize that it is to their mutual advantage to resolve group or policy complaints promptly. Both Parties agree that, where appropriate, a group or policy complaint should be discussed with the other Party prior to starting a formal grievance.

8.03 – Grievance Committee

a) The Board shall recognize a Grievance Committee which shall consist of three stewards selected by the Union, one of whom may be the Chief Steward of the Union. The Board shall be notified in writing of the names of members of this Committee, shall be notified of any changes from time to time and shall not be required to recognize any such member until it has been so notified.

b) All members of the Grievance Committee and all stewards shall be permanent full- and part-time employees with the Board during their time in office.

8.04 – Written Grievance

The written grievance shall:

- a) state the name of the grievor;
- b) identify the grievor's work location;
- c) outline the nature of the grievance;
- d) specify the date on or about which the incident giving rise to the grievance occurred;
- e) if possible, the specific clause or clauses which have been allegedly violated, misinterpreted or misapplied will be identified along with the remedy requested; and
- f) be signed by the grievor(s) and by the Union for individual grievance(s) and by the Union for policy grievance(s).

8.05 – Steps

STEP ONE

The employee and their Steward shall present the grievance, in writing, to the Manager of Human Resources Services or designate, within fifteen (15) working days after the employee became aware of the circumstances giving rise to the grievance. The grievor, the Steward and the Manager of Human Resources Services and/or designate shall meet to discuss the grievance and the Step One decision will be rendered within ten (10) working days following receipt of the grievance.

STEP TWO

If the grievance is not resolved at Step One, the grievor and their Steward may submit the grievance to the Superintendent of Business Services or designate with a copy to the Manager of Human Resources Services, within ten (10) working days following receipt of the Step One decision. The grievor, the Union Grievance Committee and the Superintendent of Business Services or designate and up to two additional Board representatives shall meet to discuss the grievance. The final decision at Step Two will be rendered within twenty (20) working days following receipt of the grievance at Step Two.

8.06 – Timelines

a) No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) full working days before the filing of the grievance or where the grievor was aware of said circumstances more than fifteen (15) full working days before the filing of the grievance.

b) Time limits specified in this Clause may be extended only by written mutual agreement of the Parties.

8.07 – Representatives

a) The Union shall notify the Superintendent of Business Services or designate, in writing, of the name of each Steward and the area(s) they represent and the name of the Chief Steward, before the Board shall be required to recognize them.

b) The Board recognizes the right of an employee to be represented by their Steward in the presentation of complaints at any stage. Such Steward shall obtain the permission of the Manager of Plant Services or designate when presenting grievances or attending meetings with management involving the grievance procedure. Such permission will not be unreasonably withheld. Steward attendance one (1) Local 1202 Union Steward or one (1) member of the Local 1202 Union Executive) at complaint, grievance, mediation or arbitration meetings shall be without loss of pay or benefits, when such meetings occur during regular working hours.

8.08 – Arbitration Procedure

a) Failing satisfactory settlement at Step Two, the grievance may be referred to arbitration within twenty (20) working days after the final reply at Step Two. The Party referring the grievance to arbitration shall notify the other Party forthwith.

b) The arbitration procedure as it pertains to this collective agreement shall be conducted in accordance with the appropriate subsections of the Ontario Labour Relations Act and the Regulations thereunder, as amended from time to time.

c) The Party referring the grievance to arbitration shall include the names of three (3) arbitrators for consideration by the other Party. Within fifteen (15) working days of receiving notice of arbitration the receiving Party will advise if there is agreement on any of the suggested arbitrators. If there is not an agreement, then the receiving Party will provide the other Party with the names of three (3) arbitrators. If no agreement can be

reached on the appointment of an arbitrator within thirty (30) calendar days, the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator.

- d) The decision of the Arbitrator shall be binding on both Parties.
- e) The Arbitrator 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.
- f) The Parties will share equally the fees and disbursements of the arbitrator.
- g) The time limits fixed in the arbitration procedure may be extended by written consent of the Parties to this Agreement.

ARTICLE 9 – HUMAN RESOURCES INFORMATION

9.01 – Access to Personnel File

- a) Upon giving prior written notice to the Manager of Human Resources Services, an employee shall be allowed to review their personnel file in the presence of the Manager of Human Resources Services or designate. Such access time will be scheduled by the Manager of Human Resources Services. The employee shall have the right to respond in writing to any documentation contained therein.
- b) The employee may be accompanied by a Union representative, if the employee requests.
- c) An employee shall have the right to obtain copies of any documents in the employee's personnel file.

9.02 – 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.

9.03 – Employee Address and Phone Number

- a) Upon hire the employee shall provide to the Manager of Human Resources Services the employee's current address and phone number.
- b) It shall be the duty of the employee to immediately notify the Manager of Human Resources Services of any changes in the employee's address and phone number.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01

a) No employee shall be discharged or disciplined without just cause. It is understood and agreed that a lesser standard of discharge shall apply to an employee who has not completed their probationary period.

b) The normal pattern of disciplinary action shall be as follows:

- i) oral reprimand(s);
- ii) written reprimand(s);
- iii) suspension; and
- iv) discharge

However, any of the above steps may be omitted as a result of the seriousness of the offence.

c) When an employee is disciplined they shall be advised promptly, in writing, by the Board of the reasons for such action. The disciplinary action shall form part of the employee's file along with the employee's reply, should one be forwarded to the Board and to the Union.

d) The Board recognizes that an employee has the right to have a Steward or designate present during formal discipline meetings involving written reprimands, suspensions with or without pay and dismissal.

e) Any disciplinary action recorded in an employee's file shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken unless the prior disciplinary record sets out conduct which is of a similar or related nature to the current conduct for which the employee is being disciplined. Notwithstanding the above, any documentation relating to disciplinary action or other action taken by the Board as a result of a complaint of child abuse or sexual misconduct shall remain on the employee's file indefinitely.

f) Documentation of a disciplinary nature shall not be placed on an employee's file without their prior knowledge.

ARTICLE 11 – NO STRIKES AND NO LOCKOUTS

11.01

The Parties agree that there shall be no strikes or lockouts, as defined in the Ontario Labour Relations Act, during the term of this Collective Agreement.

ARTICLE 12 – SENIORITY

12.01 – Definition

Seniority is defined as the length of continuous service in the Bargaining Unit from the most recent date of hire as a permanent employee.

It is understood and agreed that the seniority of a permanent employee accrued prior to January 1st, 2000 shall be maintained, as reflected on the December 1999 Seniority List.

12.02 – Seniority List

The Board shall maintain a seniority list showing the date upon which each permanent employee's seniority commenced. An up-to-date seniority list shall be sent to the Union and posted electronically in January of each year.

12.03 – Loss of Seniority

An employee shall lose all seniority and shall be deemed to have terminated their employment with the Board, if the employee:

- a) terminates, in writing, their employment with the Board for any reason;
- b) is discharged and is not reinstated through the grievance procedure or arbitration;
- c) is laid-off for a period longer than twenty-four (24) consecutive months;
- d) fails to return to work within five (5) working days of being recalled by registered mail or equivalent after a lay-off unless through sickness or other just cause;
- e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Board is given;
- f) accepts gainful employment while on a leave of absence;
- g) utilizes a leave of absence for purposes other than those for which the absence was granted unless a reason acceptable to the Board is given;
- h) is promoted or hired to a permanent nonunion position; or
- i) is absent from work on account of illness or accident for a period of twenty-four (24) months or more and there is no reasonable prospect of the employee returning to work.

Notwithstanding Clause 12.03, until it is known that there is no reasonable prospect of the employee returning to work, the employee shall not accrue any further seniority until the employee returns to the workplace. The employee shall retain the seniority they had as at the cessation of the twenty-fourth (24th) consecutive month of absence and the employee shall continue to be recorded on the seniority list.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 – Job Postings

- a) Job Postings for Permanent Vacancies:

Subject to permanent employees' recall rights, when a vacancy occurs in a job position for a permanent employee or a new position for a permanent employee is created inside the bargaining unit, the Board shall post notice of the vacancy or position on the Board website for a minimum of five (5) working days and shall send a notice of posting to the Union President. The Board may advertise externally at its option.

- b) Job Postings for Temporary Vacancies / Assignments:

Subject to permanent employees' recall rights, when a temporary vacancy in a permanent position occurs which is expected to last more than three (3) months or a new position, classified as temporary, is created which is expected to last more than three (3) months,

the Board shall post notice of the vacancy or assignment in its offices and schools for a minimum of five (5) working days and shall send a notice of posting to the Union President. The Board may advertise externally at its option.

13.02 – Job Posting Information

The job posting shall contain the following information: nature of position, location, qualifications, job requirements, and salary rate. The intended hours of work shall be included; however, such hours are subject to change at management's discretion. Those qualifications and job requirements may not be established in an arbitrary or discriminatory manner.

13.03 – Method of Making Appointments

In filling any posted position under this Agreement, the Board shall give first consideration to applicants with permanent status and will base its decision on the applicant's qualifications for the position. If the qualifications of permanent employees are relatively equal, the Board shall select the candidate with the most seniority.

The Board will next consider applicants who are temporary employees or who have been a temporary employee of the board within twelve (12) months prior to the date of the posting. In these circumstances, the Board will base its decision on the applicants ability and qualifications for the position.

The Board need not consider any applicant for a posting who is on a Performance Improvement Plan (PIP) at the time of the posting, provided that the Union was notified of the PIP at the time of implementation. Exceptions may be made by agreement between the Union and the Board.

The Board need not consider any applicant for a temporary posting who has, within the prior six (6) month period, successfully bid on a vacancy, save and except where the temporary posting would result in an increase in the employee's FTE, promotion to a higher classification, an extension of the term of the temporary assignment or in circumstances where the Employer wishes to consider an applicant for such temporary position for operational reason(s), subject to consultation with the Union.

It is understood and agreed that the Board will not consider other external applicants, unless there are no qualified applicants from within the bargaining unit.

It is understood that all applicants must have the qualifications for the position at the time of posting to be considered.

The Board will endeavor to make appointments from within the bargaining unit within ten (10) working days of the closing of the posting.

13.04 – Senior Caretaker – Elementary Schools

Where the Board permanently assigns three (3) or more full-time caretaking employees to work in one (1) elementary school, and there are no other positions of responsibility assigned to the school, the Board shall appoint one as Senior Caretaker utilizing the selection process in Article 13.03. For greater clarity, applicants for the senior caretaker position shall not be restricted to incumbents at that school. If one of the current incumbents at the school is not the successful candidate through the process set out in Article 13.03, Article 14 shall apply.

13.05 – Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of the first seventy-five (75) days worked. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period for just cause. It is understood and agreed that a lesser standard of discharge shall apply to an employee who has not completed their probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment. Lay-off or failure to recall after lay-off of a probationary employee shall not be the subject of a grievance. With the written consent of the Union the probationary period may be extended for a further period not to exceed three (3) months. Consent shall not be unreasonably withheld. Notice of such extension must be given to the Union and the employee in writing.

13.06 – Temporary to Permanent Status

Temporary employees who are hired to a permanent position with the Board shall serve a probationary period in accordance with Article 13.05. Seniority shall be calculated from the date of hire as a temporary employee provided that there has not been a break in employment between the temporary position and the permanent position.

13.07 – Trial Period

The successful applicant, from within the bargaining unit, for a permanent position shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of twenty (20) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

13.08 – Temporary Vacancies / Assignments

a) Temporary vacancies in permanent positions which are expected to last more than three (3) months and new positions, classified as temporary, which are expected to last more than three (3) months shall be posted and filled as set out in Article 13 – Promotion and Staff Changes. Upon termination of such temporary vacancy/assignment, the employee shall return to the employee's own permanent job position.

The temporary vacancy created by a permanent employee accepting the temporary vacancy or temporary assignment shall be posted. Subsequent vacancies need not be posted or filled as set out in Clause 13 – Promotion and Staff Changes. The Board may make appointments to fill such resulting temporary vacancies or temporary assignments.

b) The Board may make appointments to fill temporary vacancies in permanent positions which are expected to last less than three months and new positions, classified as temporary, which are expected to last less than three months.

ARTICLE 14 – LAY-OFFS AND RECALLS

14.01 – Lay-off and Rehiring Procedure

Both parties recognize that job security for permanent employees should increase in proportion to length of service.

a) Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of their seniority provided that the employees retained to perform the work available during a lay-off shall be the employees who have the qualifications to do the work available. When two (2) or more employees have equal seniority, qualifications shall govern.

b) Employees with recall rights shall be recalled in the order of their seniority, providing they have the qualifications to do the work.

c) Provided that employees who are on lay-off with recall rights have the qualifications to do the job duties of a vacant position which can be filled by a temporary employee, such employees shall be given preference for such temporary assignments and shall not lose their recall rights as a result of any such assignments. A laid-off permanent employee who accepts a temporary employee assignment has not been recalled to a permanent position. The laid-off permanent employee shall be treated and compensated as a temporary employee. It is understood and agreed that accepting and working in a temporary employee assignment will not extend the twenty-four (24) month period of recall.

d) On the first working day immediately following an employee's lay-off date, that employee may displace a temporary employee who is employed in a temporary employee assignment provided the laid-off employee has the qualifications to do the job duties in the temporary employee assignment. The laid-off employee shall not lose their recall rights to a permanent position as a result of any such temporary assignment. A laid-off permanent employee who accepts a temporary employee assignment has not been

recalled to a permanent position. The laid-off permanent employee shall be treated and compensated as a temporary employee. It is understood and agreed that accepting and working in a temporary employee assignment will not extend the twenty-four (24) month period of recall.

14.02 – No New Employees

No new permanent employees will be hired until permanent employees on lay-off who still retain seniority have been given an opportunity of recall provided that the permanent employees on lay-off have the qualifications to do the work available.

14.03 – Notice of Lay-off

The Board shall give permanent employees who are to be laid-off ten (10) working days notice or the notice period set out in the Employment Standards Act, as amended from time to time, whichever is greater, before the lay-off is to be effective. If the employee laid-off has not had the opportunity to work the full notice period after notice of lay-off, the employee shall be paid in lieu of work for that part of the notice period during which work was not made available.

14.04 – Recall Rights

The right of recall for a redundant employee shall terminate twenty-four (24) months after their last day of employment with the Board as an employee in a permanent position. An employee recalled as a permanent employee within the twenty-four (24) month period shall maintain the seniority he or she had at the date of redundancy, and their continuous service with the Board shall not be broken by their period of non-employment due to redundancy.

14.05 – Recall Rights for Employees on Sick Leave or on LTD

a) Provided that the employee has been absent for a period of twenty-four (24) consecutive months or less and subject to the redundancy provisions, the Board shall reinstate the returning employee to the position the employee held prior to the sick leave or LTD.

b) When the employee has been absent for a period of more than twenty-four (24) consecutive months, the position must be advertised and filled by another permanent employee as a permanent replacement.

c) Provided that the employee has been absent for a period of more than twenty-four (24) consecutive months and subject to the redundancy provisions, the Board shall endeavor to place the returning employee in a position equivalent to the position held at the beginning of the period of absence.

14.06 – Surplus to Workplace

a) Where it is necessary to reduce the employee complement at a Board workplace the employee(s) with the least seniority, on the Board seniority list, in the said Board workplace in the particular job position(s) being reduced shall be declared Surplus to Workplace provided that the complement of employees remaining at the Board workplace have the qualifications to perform the required duties at the said workplace.

b) Providing the employee declared Surplus to Workplace has more seniority than the employee being displaced, the permanent employee declared Surplus to Workplace shall have the option of:

i) being placed in the position of the permanent CUPE employee, with the least seniority in the bargaining unit, in the same classification as that held by the Surplus to Workplace employee;

ii) being placed in the position of the permanent CUPE employee, with the least seniority in the bargaining unit, in the next lower classification as that held by the Surplus to Workplace employee; or

iii) being laid-off.

It is understood and agreed the employee declared Surplus to Workplace must have the qualifications and willingness to perform the duties of the said position selected.

c) **Partial Reduction of Hours**

Providing the employee declared Surplus to Workplace has more seniority than the employee being displaced, the permanent employee who has half or more of their permanent position declared Surplus to Workplace will be required to make a decision:

i) to retain the portion of their permanent position which was not declared surplus; or

ii) to follow the procedure outlined in Clause 14.06(b).

d) If a permanent employee is displaced by this process, the employee becomes surplus to workplace and shall follow the procedure outlined in 14.06(b).

e) It is understood and agreed that a permanent employee who has accepted a new position as a result of the surplus to workplace procedure has not been laid-off.

ARTICLE 15 – HOURS OF WORK

15.01 – Hours (Work Schedule)

a) Annually, coincident with the start of the school year, the Employer shall provide CUPE with a summary of the total number of daily caretaking hours allocated by the Board to schools and other Board sites, including hours allocated for portable cleaning, in the form set out below.

	Total Hours*	Regular Hours	Portable Hours
Elementary Schools			
-St. Andrews, Killaloe			
-George Vanier, Combermere			
-St. John Bosco, Barry's Bay			
-St. Mary's, Deep River			
-St. Anthony's, Chalk River			
-Our Lady of Lourdes, Pembroke			
-St. Joseph's, Arnprior			
-St. Francis of Assisi, Petawawa			
-Holy Name, Pembroke			
-Our Lady of Grace, Westmeath			
Secondary Schools			
-Bishop Smith, Pembroke			
-St. Joseph's/Alternative School, Renfrew			
Other			
-Board Office, Warehouse, Alternative School			

*Includes Hours for Lead-Hand Caretaker, Senior Caretaker, Caretaker, Assistant Caretaker

b) On request, the parties shall meet at Labour Management to review the summary.

c) Nothing herein shall limit management's rights with respect to work assignment or work schedule, including, without limitation, management's right to assign work to part-time or full-time staff.

d) It is understood that the Board Office / Warehouse / Alternative School (Pembroke) will be treated as one (1) location for the purpose of this Article and staffed with one (1) position. In lieu of travel time and travel expenses associated with traveling between and among these locations some additional hours have been added to the above assignment. Unless otherwise advised, the required hours and the "in lieu of hours" equate to a total of thirty-five and one-half (35.5) hours per week. The employee assigned to the above position shall not be entitled to any travel expenses/mileage pursuant to the Collective Agreement and Board Policy relating to travel between and among these locations.

e) **Tradespersons, Assistant Tradespersons and Labourers Hours of Work:**
Subject to operational requirements Tradespersons, Assistant Tradespersons and Labourers may complete their daily hours of employment in a period other than an eight (8) hour period as long as these employees work an average of eighty (80) hours in a two (2) week period.

f) Any of the above hours are subject to change when conditions change with a minimum of thirty (30) days written notice to the Union.

15.02 – Rest Period

Employees will be granted a fifteen (15) minute rest period without loss of pay during each shift as near to the mid-point of the half shift as is practicable. An employee who works an eight (8) hour shift shall be entitled to two (2) fifteen (15) minute rest periods.

15.03 – Lunch Period

Employees will be granted one half (1/2) hour for lunch without pay.

15.04 – Split Shift

No employee(s) shall be allowed to work more than one (1) split shift per day. Such split shift shall occur within ten (10) consecutive hours from the beginning of the first shift.

ARTICLE 16 – OVERTIME

16.01 – Overtime Defined

a) All hours worked in excess of eight (8) hours per day, in excess of forty (40) hours per week (Monday to Saturday) or on a Statutory or Board holiday shall be considered as overtime and paid at the rate of time-and-one-half (1.5).

It is understood and agreed Tradespersons, Assistant Tradespersons and Laborers work a two (2) week cycle of eighty (80) hours. Overtime at the rate of time-and-one-half (1.5)

is only paid to the employees in these job classifications for approved hours worked in excess of nine (9) hours per day or in excess of eighty (80) hours in a two (2) week period. With the mutual agreement of the Board and the employee the employee may be compensated with the appropriate hours of time in lieu (1.5 or 2.0) for every hour of overtime worked.

b) Employees shall have the right to refuse overtime except in the case of emergencies.

c) Overtime work on any Sunday shall be paid for at the rate of double-time.

d) Overtime work on a holiday shall be paid for at the rate of one-and-one-half (1.5) times for work performed, plus either another day off without loss of regular pay at a time designated by mutual consent between the Board and the Employee or at the option of the Board and the employee payment for the holiday at the employee's regular rate of pay.

16.02 – Approval

Except in cases of an emergency, overtime must be approved in advance in writing by the Manager of Plant Services or designate.

16.03 – Reduction of Hours to Compensate for Overtime

Employees shall not be required to reduce their regular hours to equalize any overtime worked.

16.04 – Overtime for Part-time Employees

Part-time employees working less than eight (8) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day.

16.05 – Call Back Pay

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates, and shall be paid from the time the employee leaves home to report for duty until the time the employee arrives back upon proceeding directly from work.

ARTICLE 17 – STATUTORY AND BOARD HOLIDAYS

17.01 – List of Holidays

a) The following days will be recognized as paid holidays for each full-time permanent employee provided the employee received remuneration for the regularly scheduled Board work day before and after the holiday:

i) Public holidays under the Employment Standards Act, 2000, namely:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day (December 26)

ii) Board holidays:

- Easter Monday
- Four (4) hours on the last working day prior to Christmas Day
- Four (4) hours on the last working day prior to New Year's Day
- Civic Holiday
- Remembrance Day (if declared a school holiday by the Ministry of Education)

iii) Any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

Note: In 2021, the National Day of Truth and Reconciliation was recognized as a general holiday under the Canada Labour Code and applies to permanent employees in the bargaining unit in accordance with this Article.

b) Part-time permanent employees shall be paid for the above holidays on a pro-rated basis in the same ratio that the part-time employment bears to full-time employment.

17.02 – Holiday Pay

Employees who are not required to work on the above holidays as set out in Clause 17.01 shall receive holiday pay equal to one (1) normal days pay. Employees who are required to work on the above holidays as set out in Clause 17.01 shall be paid in accordance with Clause 16:01 – (Overtime Defined).

17.03 – Holidays on Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Board, other than a regular school day.

17.04 – Temporary Employees

In lieu of entitlements set out in this Article, temporary employees shall be eligible for public holidays in accordance with the Employment Standards Act, 2000. Board Holidays may also apply, provided that it would otherwise be a working day within the temporary assignment.

ARTICLE 18 – VACATION

18.01 – Paid Vacation

a) Paid Vacation (September 1st – August 31st)

Full-time permanent employees, who earn remuneration for the entire period September 1st to August 31st, shall receive an annual vacation with pay in accordance with their continuous service prior to the commencement of the vacation period as follows.

<u>Service</u>	<u>Vacation Leave per Year</u>
0 to less than 2 completed years	10 working days
2 completed years to less than 10 completed years	15 working days
10 completed years or more	20 working days
15 completed years or more	22 working days

Paid vacation leave for a part-time permanent employee or a permanent employee who works part of the period September 1st to August 31st shall be prorated based on the employee's days of remuneration and percentage of employment, if applicable, for the said period.

b) Leave for Twentieth (20th) year of Employment:

- i) If a full-time permanent employee is in their twentieth (20th) year of employment and receiving remuneration from the Board for the full year of service, the employee shall be granted in that year, a one-time grant of twenty (20) days paid leave, in addition to their annual leave.
- ii) If a part-time permanent employee is in their twentieth (20th) year of employment and receiving remuneration from the Board for the full year of service, the employee shall be granted in that year, in addition to their annual leave, a one-time grant of twenty (20) days paid leave pro-rated to the employee's percentage of employment.
- ii) If a permanent employee is in their twentieth (20th) year of employment and receiving remuneration from the Board for less than the full year of service the employee shall receive in that year, in addition to their annual leave entitlement, a one-time only grant which is that portion of twenty (20) days paid leave pro-rated to their percentage of employment and based on days with remuneration in that year of service.

18.02 – Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for each holiday, in addition to the employee's regular vacation time.

18.03 – Vacation Pay on Termination

An employee terminating their employment at any time in the vacation year before the employee has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.04 – Vacation Outside the Summer Vacation Period

a) An employee whose annual vacation entitlement exceeds two (2) weeks shall be permitted to take up to five (5) days vacation outside the summer vacation period, providing that the time off for those days does not jeopardize the school.

b) In addition to the above five (5) days an employee whose annual vacation entitlement exceeds two (2) weeks shall be permitted to take up to two (2) days vacation outside the summer vacation period during a period of time when there are no pupils in the employee's school and when the employee's school is not otherwise being used, providing that the time off for these days does not jeopardize the school and that there are no additional costs to the Board.

c) In other cases, the Board will consider, on an individual basis, requests to schedule vacation outside the summer period.

d) If an employee wishes to take vacation at a time other than the summer vacation period, the employee must inform the Manager of Plant Services on or before April 1st of the vacation year.

18.05 – Replacement for Employees on Vacation

The Board agrees to provide a replacement for an employee absent as a result of vacation provided that the work is required to be done, and that the leave is for a period of five (5) consecutive days or more.

18.06 – Replacement of Employees

The Board agrees to provide a replacement for an employee who is absent due to illness, Workplace Safety and Insurance Act situations, Pregnancy/Parental Leave or any other approved leave provided that work needs to be done.

18.07 – Temporary Employees

A temporary employee will receive their vacation pay their regular pay at the rate specified by the Employment Standards Act.

ARTICLE 19 – SICK LEAVE PROVISIONS

See Part A -Central Terms

19.01 - Deduction from Sick Leave

a) A deduction shall be made from accumulated sick leave credits on all normal working days or part thereof (exclusive of holidays), where the employee is absent due to personal illness, personal medical or dental appointments, as subsection (b) below.

b) Personal medical and/or dental appointments should normally be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal working hours, the employee should endeavor to schedule the appointment to minimize work time lost and should notify their immediate supervisor at least three (3) days prior, except in emergency situations.

19.02 – Notification of Pending Absence / Return and Medical Certificates

In order to qualify for paid sick leave, employees shall comply with the following.

a) The employee shall notify the Board of the pending absence as early as possible prior to the commencement of their shift to allow the Board sufficient time to secure a replacement, if necessary. Such notice must be provided in accordance with established Board procedures.

b) Where the employee is unable to return to work on the expected date previously provided, the employee shall inform the Board at least twenty four (24) hours in advance of the previously expected return to allow the Board sufficient time to secure a replacement, if necessary.

c) To schedule a return to work after an extended absence where the return date was not confirmed previously, the employee who was absent shall inform the Board at least forty-eight (48) hours (two working days) in advance of the expected return to allow the Board to make the necessary arrangements for the employee's return.

d) **Medical Certificates Substantiating Absences:**

i) The employee shall provide the Board with a medical certificate from a qualified medical practitioner to substantiate sick leave absences in excess of three (3) consecutive working days.

ii) Immediately upon the employee's return to the workplace, the employee who is absent in excess of a total of twelve (12) working days (none of which was certified by a qualified medical practitioner) shall provide the Board with a medical certificate from a qualified medical practitioner to substantiate every subsequent day of absence on sick leave during the current year (September 1st to August 31st period). The cost of these certificates shall be the responsibility of the employee.

e) **Medical Certificate Authorizing a Return to Work:**

The Board reserves the right to request a medical certificate prior to an employee's return to work.

19.03 - Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid-off on account of lack of work and returns to work upon expiration of such leave of absence, etc., the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the commencement of such leave or lay-off.

19.04 - Leave of Absence Due to Illness

a) Each employee's sick leave account shall be debited for the number of normal working days absent due to personal illness until such account has become completely exhausted. Employees who continue to be absent due to personal illness after their sick leave accounts have become exhausted shall be deemed to be on leave of absence due to personal illness.

b) In a situation where an employee is absent because of illness, it is understood and agreed that the Board may request a medical report or reports to determine if there is a reasonable prospect that the employee will return to active employment. The Board reserves the right at its expense to obtain a second medical report from a medical specialist selected by the Board and Union.

c) Sick leave credits shall not accumulate during any leave of absence due to personal illness, during any long-term personal leave without pay nor during any period of redundancy.

19.05 - Sick Leave Credit Records

A record of all unused sick leave credits will be kept by the Board. After the close of the period September 1st to August 31st, the Board will forward each employee a statement of their sick leave credits. Each employee shall review the statement and verify that the statement of the accumulated sick leave credits is correct.

Any employee is to be advised, on request, of the amount of sick leave credits accrued to the employee's credit.

19.06 – Long Term Disability Insurance Plan While on Leave of Absence Due to Illness

a) Subject to the terms and conditions of the Plans, Long Term Disability (LTD) Insurance Plan may be continued during the leave of absence due to personal illness provided the employee belonged to the LTD Insurance Plan prior to the beginning of the leave of absence.

- b) At least two weeks prior to the expiry of the employee's sick leave credits, the employee must inform the Board in writing of their intent to retain or not retain membership in The LTD Insurance Plan and make payment arrangements which are satisfactory to the Board. The premium cost will continue to be shared by the Board and the employee until such time as the employee's sick leave credits are exhausted. When the employee no longer receives remuneration from the Board, the employee must pay 100% of the premium to maintain coverage. Failure to make payment arrangements which are satisfactory to the Board or to honor the payment arrangements will result in the Board cancelling coverage without further notice.
- c) Upon return from the leave, the mandatory LTD Insurance Plan that the employee elected to suspend will be reinstated immediately.

19.07 - Workplace Safety and Insurance Board (WSIB)

An employee prevented from performing their regular work with the Board as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Act, shall receive the difference between the employee's regular salary and the amount determined by the WSIB.

The WSIB top-up amount shall be for a maximum of four (4) years and six (6) months.

ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE

See Part A Central Terms

20.01 – Pregnancy and Parental Leave under the Employment Standards Act

- a) The Board shall grant to each employee Pregnancy Leave, Pregnancy/Parental Leave or Parental Leave in accordance with the Employment Standards Act provided the employee is eligible for the said leave under the Employment Standards Act.
- b) On request the Board shall make available a copy of the relevant sections of the Employment Standards Act setting out the above leaves.
- c) Each employee who intends to take Pregnancy Leave, Pregnancy/Parental Leave or Parental Leave under the provisions of the Employment Standards Act shall give the Board written notice of their intention to take such leave and the starting and ending dates of such leave, together with a medical certificate estimating the date of delivery, as soon as possible to enable the Board to secure a replacement.
- d) Employees are entitled during Pregnancy Leave, Pregnancy/Parental Leave or Parental Leave to retain membership in the Pension Plans, Long-term Disability Insurance Plan, in which the employee participated prior to taking the leave.

- i) At least two (2) weeks prior to the commencement of their leave, the employee must inform the Board in writing of their intent to retain or not retain membership in the LTD Insurance Plan and make payment arrangements which are satisfactory to the Board. The premium cost of the group insurance plans will continue to be shared by the Board and the employee at the same Board share which was applicable prior to the leave.
 - ii) Upon return from the leave, the mandatory LTD Insurance Plan that the employee elected to suspend will be reinstated immediately.
- e) Employees shall be reinstated following return from Pregnancy Leave, Pregnancy/Parental Leave 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 Board.
- f) During Pregnancy Leave, Pregnancy/Parental Leave or Parental Leave, employees shall accumulate seniority.
- g) When the statutory period of Pregnancy Leave, Pregnancy/Parental Leave or Parental Leave has expired, the employee may be granted, upon application to the Board, a long-term personal leave of absence without pay not to exceed twenty-four (24) months. During the long-term personal leave of absence, seniority shall continue to accrue. The employee would be responsible for the Board and employee share (100%) of the LTD Insurance Plan premiums during this period.

Maternity Benefits/SEB Plan

- g) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- h) 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.
- i) 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.
- j) 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.

- k) 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.
- l) Employees not defined above have no entitlement to the benefits outlined in this article.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 – Eligibility

- a) In order to be eligible for leave under this article the employee shall:
 - i) submit a written request to the Manager of Human Resources Services or designate, stating the reason(s) for the leave of absence and the date(s) of the leave;
 - ii) ensure that the immediate supervisor is aware of the leave of absence before the leave commences; and
 - iii) have the approval of the Manager of Human Resources Services or designate before commencing the leave.

In urgent circumstances an employee may request verbal approval of the Manager of Human Resources Services or designate for a leave of absence. The employee must advise the employee's immediate supervisor verbally prior to the commencement of the leave. The verbal request must be confirmed in writing immediately following the urgent circumstances.

- b) Part-time Employees:

The entitlements in Article 21 are set out for permanent full-time employees. The terms of this Article are applicable to permanent part-time employees, prorated to their percentage of employment.

- c) Temporary Employees

In accordance with Article 2.01e), in terms of this article are not applicable to temporary employees, save and except clause 21.04 – compassionate leave.

21.02 – Union Business

a) Leaves of absence, without pay and without loss of seniority, for up to twenty (20) working days during the period September 1st to August 31st shall be granted to the Union, upon request to the Manager of Human Resources Services or designate, to permanent employees for Union business. The Board agrees to pay any employee granted such leave of absence for any regular time lost from work and the Union agrees to reimburse the Board.

b) Leaves of absence for the purpose of participating in negotiating meetings under Clause 7.03(a) shall not be included in the count of the above mentioned twenty

(20) days (September 1st to August 31st). The Board agrees to pay any employee granted such leave of absence for any regular time lost from work and the Union agrees to reimburse the Board at the rate paid for the replacement.

21.03 – Leave for Union and Public Duties

Any permanent employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority, by the Board, for a period up to one (1) year. The Board may renew such leave on a yearly basis.

21.04 – Compassionate Leave

A permanent and temporary employee shall be eligible for compassionate leave without loss of pay as follows:

- a) Five (5) consecutive working days, or more at the discretion of the Board, except where spanning a holiday, for the death of a spouse, parent or guardian, son or daughter, brother or sister.
- b) Three (3) consecutive working days or more at the discretion of the Board, except where spanning a holiday, for the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild of the employee or the spouse, and for the death of the guardian of the spouse.
- c) One (1) working day, or more at the discretion of the Board, to attend the funeral of an uncle, aunt, niece or nephew of the employee or spouse.
- d) Saturdays and Sundays are not deemed to be holidays in the application of this Clause.

21.05 – Urgent Personal Business Leave

- a) A permanent employee may be granted a leave of absence for attendance to urgent personal business without deduction of salary up to a maximum of three (3) days, for the period September 1st to August 31st.
- b) Notwithstanding subsection (a) above, the Board may at its discretion grant leave for urgent personal business in excess of three (3) days pro-rated to the employee's percentage of employment with remuneration.
- c) Leave of absence under this section is neither cumulative from year to year nor is it to be used for holidays.
- d) When the employee, for any reason, works fewer days than the regular work year, the salary payable shall be reduced proportionately for any urgent personal business leave used in excess of three out of twelve 3/12 days per month for twelve-month (12) employees prorated to their percentage of employment with remuneration.

21.06 – Jury or Witness Leave & Quarantine Leave

a) Jury or Witness Leave:

Leave with pay shall be granted when a permanent full-time employee is required to appear in court by reason of a summons to serve as a juror, or by reason of a subpoena to be a witness in any proceeding to which the employee is not a party or one of the persons charged. The employee shall submit to the Board a certificate signed by a court representative testifying to the employee's presence at court and remit any fee (excluding expenses) the employee received from the court.

b) Quarantine:

Every permanent full-time employee is entitled to their salary despite absence from duty in a case where, because of exposure to a communicable disease, the employee is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the employee's duties.

21.07 – Time Off for Election

Employees shall be allowed three (3) consecutive hours off immediately before the closing of polls in any Federal, Provincial or Municipal Election or referendum without deduction from normal daily pay.

21.08 – Short-term Personal Leave Without Pay

A permanent employee may apply for short-term personal leave without pay not to exceed a maximum of thirty (30) calendar days in each year (September 1st to August 31st).

21.09 – Long-term Personal Leave Without Pay

a) A permanent employee may apply for long-term personal leave without pay in excess of a maximum of thirty (30) calendar days and not more than twelve (12) consecutive months.

b) Approval of such requests will be at the discretion of the Board.

c) The Board shall endeavor to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 – Determination of Salaries and Wages

Except as otherwise specifically provided for in this Agreement, the salary and wages of each employee shall be determined in accordance with this Article and Schedule A.

22.02 – Pay Days

Salary and wage payments for all employees are to be made by means of direct deposit on a biweekly basis. Each employee shall make the necessary arrangements with the Board and their financial institution to facilitate the above deposit. In the event that satisfactory arrangements cannot be made with the employee's financial institution the Board reserves the right to pay the above salary and wage payments by way of cheque. The employee shall be provided with an itemized statement of their wages and deductions for each pay.

22.03 – Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

22.04 – Temporary Employee Pay Rates

The hourly rate for a temporary employee shall be the hourly rate of pay for the position in which they are the replacement. The applicable rate of pay shall be retroactive to the start of the assignment and shall continue to the end of the assignment.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

23.01 – Job Description

a) The Board agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job description unless the Union presents written objection within thirty (30) days.

b) The Parties agree that the cutting of grass shall not be the responsibility of the Members of Local 1202. The Parties agree that the co-ordination and scheduling of the cutting of grass shall be the responsibility of the school Caretaker in accordance with arrangements made by the Manager of Plant Services or designate.

23.02 – No Elimination of Present Classification

Existing classifications shall not be eliminated without prior agreement with the Union.

23.03 – Changes in Classification

When the duties or volume of work in any classification are changed or increased significantly, or where the Union and/or an employee feels they are unfairly or incorrectly classified, or when any position not covered by Schedule A is established during the term of the Agreement, the rate of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of

the job in question, such dispute shall be submitted to the grievance process. The new rate shall become retroactive to the time the position was first filled by the employee.

ARTICLE 24 – LONG TERM DISABILITY INSURANCE PLANS

24.01 – Leave of Absence Other Than Pregnancy and Parental Leave

a) Subject to the terms and conditions of the LTD Insurance Plan, an employee who is granted a full or partial leave of absence from the Board may retain membership in the LTD Insurance Plan for a period of up to two (2) years provided the employee belonged to the LTD Insurance Plan prior to the Leave of Absence.

(b) At least two (2) weeks prior to the commencement of their leave, the employee must inform the Board in writing of their intent to retain or not retain membership in the LTD Insurance Plan and make payment arrangements which are satisfactory to the Board. Failure to make payment arrangements which are satisfactory to the Board or to honor the payment arrangements will result in the Board cancelling coverage without further notice.

c) Upon return from the leave, the mandatory LTD Insurance Plan that the employee elected to suspend will be reinstated immediately.

d) Coverage under these plans will terminate the earlier of the date of termination of employment with the Board, the maximum period under the plan or when the employee attains the age of sixty-five (65).

e) Payment Terms

i) Full-time Leave of Absence:

Employees on a full leave of absence must pay 100% of the premium cost to maintain participation and coverage under the LTD Insurance Plan.

ii) Part-time Leave of Absence:

For employees on partial leaves of absence, the premium cost will continue to be shared by the Board and the employee, pro-rated to the time worked. These employees will have the required deductions taken from their pay.

[Example: For a part-time employee working 75% of full-time, the Board shall pay 60% of the premiums for Long-Term Disability Insurance Plan.]

24.02 – Change of Carriers

a) The level of coverage shall not be altered except by mutual written consent of the Parties.

b) The Board has the right to change carriers providing there are no changes to the administration or coverage of the current plan.

24.03 – Legislation

If the premium paid by the Board for any employee benefit is reduced as a result of any legislative or other action, the Parties agree to discuss the matter at the next round of negotiations.

ARTICLE 25 – PENSION PLANS & RETIREMENT GRATUITY

25.01 – Pension Plans

a) In accordance with the terms and conditions of the Ontario Municipal Employees' Retirement System (OMERS) all employees, who are required to join, shall join the Ontario Municipal Employees' Retirement System. The Board and the Union member shall make the contributions in accordance with the provisions of the Plan.

b) The terms and conditions of pension plans for employees who possess Ontario Certificates of Qualification or their equivalents shall be governed by the Ontario Teachers' Pension Plan Act.

25.02 – Retirement Gratuity

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."

ARTICLE 26 – HEALTH AND SAFETY

26.01 – Co-operation on Safety

The Parties acknowledge that the Joint Health and Safety Committee, as established by the affected Parties, is governed by the Occupational Health and Safety Act and the Regulations thereunder, as amended from time to time.

26.02 – Health and Safety Footwear

Upon submission of the original receipt(s) on dates satisfactory to the Board, the Board shall reimburse each full-time permanent CUPE Tradesperson and each full-time

permanent Assistant Tradesperson with up to \$185.00 per year for Safety Boots purchased for use on the job during that year.

ARTICLE 27 – JOB SECURITY

27.01 - Job Security

In order to provide job security for present employees, the Board agrees not to contract out work that would result in the loss of employment or reduction in the regular hours of work of permanent employees actively employed by the Board.

27.02 – Surplus or Special Work

The Board may contract out surplus or special work that cannot be performed by the permanent employees actively employed by the Board.

27.03 – Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not perform any duties covered by this Agreement except in case of emergency or when employees are not available.

ARTICLE 28 – MILEAGE

All employees required to use their own automobile for Board-authorized travel within Renfrew County shall be paid mileage in accordance with the Board Policy. For Itinerant employee, mileage reimbursement will not apply to travel to designated schools/facilities within the Family of Schools to which the employee has been assigned.

ARTICLE 29 – TERM OF AGREEMENT

See Central Terms

29:01 – Amendments

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

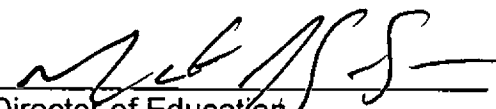
IN WITNESSETH WHEREOF the Renfrew County Catholic District School Board and the Canadian Union of Public Employees, Local 1202, have signed by their duly authorized representatives this 13th day of July, 2023.


THE RENFREW COUNTY
CATHOLIC DISTRICT
SCHOOL BOARD

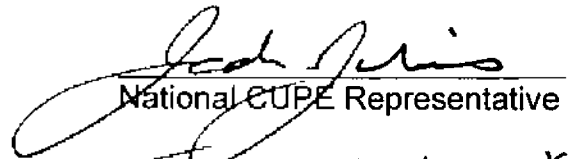

THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1202


Board Chairperson


President


Director of Education


Secretary


National CUPE Representative


SCHEDULE "A": Wage Scale

Renfrew County Catholic District School Board
CUPE Wage Grids Sept 1, 2022 - Aug 31, 2026

Position Classification	Hourly Rate			
	Sept 1/22 (\$1.00/hr)	Sept 1/23 (\$1.00/hr)	Sept 1/24 (\$1.00/hr)	Sept 1/25 (\$1.00/hr)
Lead Hand	21.41	22.41	23.41	24.41
Senior Caretaker	20.81	21.81	22.81	23.81
Caretaker	20.07	21.07	22.07	23.07
Assistant Caretaker	17.17	18.17	19.17	20.17
Lead Tradesperson	25.63	26.63	27.63	28.63
Tradesperson	23.07	24.07	25.07	26.07
Assistant Tradesperson	19.93	20.93	21.93	22.93
Labourer	17.10	18.10	19.10	20.10

APPENDIX A: LETTER OF INTENT – Joint Consultative Committee on Sick Leave Usage

The Renfrew County Catholic District School Board and CUPE Local 1202 agree as follows:

1. The Joint Board/Union Sick Leave Usage Consultative Committee (the Committee) will consist of the Manager of Plant Services, Manager of Human Resources Services, the President and Vice-President of CUPE, Local 1202. It is understood and agreed that if one or other or both of the above-mentioned two individuals are not available or able to serve on the above named Committee, each Party will appoint a similarly qualified replacement who is authorized to act for the Board and the Union respectively in this matter. The Committee will meet as often as needed to fulfill the following mandate.
2. The mandate of the Committee will be:
 - a) to examine and monitor sick leave usage; and
 - b) to consider options to reduce sick leave usage.
3. From time to time, the Committee will forward joint recommendations to the Board.

LETTER OF UNDERSTANDING #1: Clothing Allowance

The Board agrees to pay annually a one hundred and three dollars and three cents (\$103.03) clothing allowance to all permanent full-time staff and fifty-one dollars and fifty-two cents (\$51.52) to all permanent part-time staff. To be entitled to the clothing allowance permanent staff must be in the employment of the Board on September 1st of each year and not on a leave of absence (excluding Pregnancy/Parental Leave and Vacation).

Letter of Agreement

between

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

and

Canada Union of Public Employees - Local 1202
(hereinafter referred to as "the Union" or "CUPE 1202")

[Together the "Parties"]

Re: Implementation of Central Agreements on Bill 124 Remedy Adjustments
2019-2022 and 2022-2026 Collective Agreements

WHEREAS:

- (i) The Parties were parties to a Collective Agreement with a term of September 1, 2019-August 31, 2022, inclusive ("2019-2022 Collective Agreement"). In finalizing the 2019-2022 and implementing Central Terms, the Parties treated the payment for Safety Boots in Article 26.02-Health and Safety Footwear of the Collective Agreement as an "allowance" within the meaning of Central Terms. Accordingly, the one percent (1%) adjustment provided for in Central Terms pursuant to the *School Boards Collective Bargaining Act, 2014* and the *Protecting a Sustainable Public Sector for future Generations Act, 2019* ("Bill 124") applied to the payment for Safety Boots and the local agreement was modified accordingly;
- (ii) By way of a Memorandum of Settlement dated October 19, 2022 (the "2022 Memorandum of Settlement"), the Parties reached an agreement on local terms for the Collective Agreement that expired on August 31, 2022; however, there was an outstanding dispute as to whether the payment in Article 26.02 for Safety Boots was an "allowance" and therefore outside the scope of local bargaining;
- (iii) The issue in (ii) was referred to the Central Dispute Resolution Process for determination in accordance with the section 28(3) of the *School Boards Collective Bargaining Act, 2014*; following which the Parties were advised that the Safety Boot Payment was not an allowance within the meaning of Central Terms and was therefore subject to local bargaining. Accordingly, the agreement reached in local bargaining was implemented when finalizing the Collective Agreement with a term of September 1, 2022-August 31, 2026, inclusive ("2022-2026 Collective Agreement") which considered the payment in Article 26.02 as a reimbursement of expense;
- (iv) The Parties have been provided with a (i) Memorandum of Settlement of all outstanding matters in respect of Bill 124 remedy negotiations between the Crown in Right of Ontario

(as represented by Treasury Board Secretariat and the Ministry of Education) and The Canadian Union of Public Employees dated November 16, 2023; and (ii) a Letter of Agreement dated November 16, 2023 between the Council of Trustees' Associations, The Canadian Union of Public Employees, and the Crown in Right of Ontario (as represented by Treasury Board Secretariat and the Ministry of Education) Re: implementation of Bill 124 Remedy Memorandum of Settlement [Together referred to as "Bill 124 Central Remedy Agreement"];

- (v) The parties have agreed that any retroactive Bill 124 adjustments to eligible employees shall be paid in accordance with the terms, conditions, restrictions and timelines required by the Bill 124 Central Remedy Agreement.
- (vi) The Bill 124 payments, as required under the Bill 124 Central Remedy Agreement, were issued to eligible employees on Friday, June 7, 2024;
- (vii) The Parties wish to implement the terms provided for in the Bill 124 Central Remedy Agreement as set forth in this Letter of Agreement (this "Agreement");

The Parties therefore agree as follows:

1. The Parties agree to implement the terms contained in the Bill 124 Central Remedy Agreement as follows:
 - a) The hourly wage rates, contained in Schedule "A": Wage Scale of the 2019-2022 Collective Agreement, shall be updated to include Bill 124 remedy adjustments in accordance with Appendix "A" attached hereto;
 - b) The allowances, to which the original 1% increases required under central terms were applied in the 2019-2022 Collective Agreement, shall be updated to include Bill 124 remedy adjustments in accordance with Appendix "B" attached hereto;
 - c) The hourly wage rates, contained in Schedule "A": Wage Scale of the 2022-2026 Collective Agreement, shall be updated to include Bill 124 remedy adjustments in accordance with Appendix "C" attached hereto.
2. Appendix "A" and Appendix "B" attached hereto shall be appended to and form part of the 2022-2026 Collective Agreement.
3. Appendix "C" attached hereto shall be appended to and form part of the 2022-2026 Collective Agreement.
4. An electronic copy of the 2019-2022 and 2022-2026 Collective Agreement with the appended documents in accordance with paragraph 2 and 3, respectively, will be circulated to all current bargaining unit members within thirty (30) days of execution of this Agreement.
5. The RCCDSB and CUPE 1202 are committed to working collaboratively to ensure that this Agreement is implemented and in compliance with all legal and central party requirements.

{Signature page to follow}

Signed in Pembroke, Ontario this 24th day of July, 2024.

For the Union

[Signature]

[Signature]

William [Signature]

[Signature]

For the Board

[Signature]

Mary Lynn Schauer

[Signature]

Appendix "A"- Schedule "A"-Wage Scale (2019-2022 Collective Agreement) with Bill 124 Remedy Agreement* Adjustments

Job Classification	Hourly Rate August 31, 2019 (in ratified CA ending AUG 31 2019)	New Rate for Sept 1 2019 (based on 1% increase + 0.75% increase for Bill 124 remedy)	New Rate for Sept 1 2020 (based on 1% increase +0.75% increase for Bill 124 remedy)	New Rate for Sept 1 2021 (based on 1% increase + 2.75% increase for Bill 124 remedy)
Lead Hand (Caretaker)	\$ 19.81	\$ 20.16	\$ 20.51	\$ 21.28
Senior Caretaker	\$ 19.23	\$ 19.57	\$ 19.91	\$ 20.66
Caretaker	\$ 18.50	\$ 18.82	\$ 19.15	\$ 19.87
Assistant Caretaker	\$ 15.69	\$ 15.96	\$ 16.24	\$ 16.85
Tradesperson	\$ 21.42	\$ 21.79	\$ 22.18	\$ 23.01
Assistant Tradesperson	\$ 18.37	\$ 18.69	\$ 19.02	\$ 19.73
Labourer	\$ 15.62	\$ 15.89	\$ 16.17	\$ 16.78
Lead Tradesperson	\$ 23.91	\$ 24.33	\$ 24.75	\$ 25.68

*See: (i) Memorandum of Settlement of all outstanding matters in respect of Bill 124 remedy negotiations between the Crown in Right of Ontario (as represented by Treasury Board Secretariat and the Ministry of Education) and The Canadian Union of Public Employees dated November 16, 2023; and (ii) a Letter of Agreement dated November 16, 2023 between the Council of Trustees' Associations, The Canadian Union of Public Employees, and the Crown in Right of Ontario (as represented by Treasury Board Secretariat and the Ministry of Education) Re: Implementation of Bill 124 Remedy Memorandum of Settlement and (iii) Letter of Agreement between the Renfrew County Catholic District School Board and Canada Union of Public Employees - Local 1202 dated July 24, 2024.

Appendix "B"- Allowances (2019-2022 Collective Agreement) with Bill 124 Remedy Agreement* Adjustments

Collective Agreement Article/Description	Allowance as of August 31, 2019	New Rate for Sept 1 2019 Including 1% increase + 0.75% Bill 124 Remedy	New Rate for Sept 1 2020 Including 1% increase + 0.75% Bill 124 Remedy	New Rate for Sept 1 2021 Including 1% increase + 2.75% Bill 124 Remedy
Article 26.02-Health and Safety Footwear/Safety Boots	\$ 125.00	\$ 127.19	\$ 129.41	\$ 134.27
Letter of Understanding #1: Clothing Allowance-Permanent full-time staff	\$ 100.00	\$ 101.75	\$ 103.53	\$ 107.41
Letter of Understanding #1: Clothing Allowance-Permanent part-time staff	\$ 50.00	\$ 50.88	\$ 51.77	\$ 53.71

*See: (i) Memorandum of Settlement of all outstanding matters in respect of Bill 124 remedy negotiations between the Crown in Right of Ontario (as represented by Treasury Board Secretariat and the Ministry of Education) and The Canadian Union of Public Employees dated November 16, 2023; and (ii) a Letter of Agreement dated November 16, 2023 between the Council of Trustees' Associations, The Canadian Union of Public Employees, and the Crown in Right of Ontario (as represented by Treasury Board Secretariat and the Ministry of Education) Re: Implementation of Bill 124 Remedy Memorandum of Settlement and (iii) Letter of Agreement between the Renfrew County Catholic District School Board and Canada Union of Public Employees - Local 1202 dated July 24, 2024.

Appendix "C": Schedule "A"-Wage Scale (2022-2026 Collective Agreement) with Bill 124 Remedy Agreement* Adjustments

Job Classification	New Rate for Sept 1 2022 (based on \$1/hour negotiated increase)	New Rate for Sept 1 2023 (based on \$1/hour negotiated increase)	New Rate for Sept 1 2024 (based on \$1/hour negotiated increase)	New Rate for Sept 1 2025 (based on \$1/hour negotiated increase)
Lead Hand (Caretaker)	\$ 22.28	\$ 23.28	\$ 24.28	\$ 25.28
Senior Caretaker	\$ 21.66	\$ 22.66	\$ 23.66	\$ 24.66
Caretaker	\$ 20.87	\$ 21.87	\$ 22.87	\$ 23.87
Assistant Caretaker	\$ 17.85	\$ 18.85	\$ 19.85	\$ 20.85
Tradesperson	\$ 24.01	\$ 25.01	\$ 26.01	\$ 27.01
Assistant Tradesperson	\$ 20.73	\$ 21.73	\$ 22.73	\$ 23.73
Labourer	\$ 17.78	\$ 18.78	\$ 19.78	\$ 20.78
Lead Tradesperson	\$ 26.68	\$ 27.68	\$ 28.68	\$ 29.68

*See: (i) Memorandum of Settlement of all outstanding matters in respect of Bill 124 remedy negotiations between the Crown in Right of Ontario (as represented by Treasury Board Secretariat and the Ministry of Education) and The Canadian Union of Public Employees dated November 16, 2023; and (ii) a Letter of Agreement dated November 16, 2023 between the Council of Trustees' Associations, The Canadian Union of Public Employees, and the Crown in Right of Ontario (as represented by Treasury Board Secretariat and the Ministry of Education) Re: Implementation of Bill 124 Remedy Memorandum of Settlement and (iii) Letter of Agreement between the Renfrew County Catholic District School Board and Canada Union of Public Employees - Local 1202 dated July 24, 2024.