

COLLECTIVE AGREEMENT

Between

THE RENFREW COUNTY CATHOLIC DISTRICT

SCHOOL BOARD

(hereinafter called the "Board")

and

The Canadian Union of Public Employees, Local 1202-02

(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

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APPENDIX I
CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

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

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

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

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

b. The Crown shall have the following rights:

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

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a. Timelines may be extended by mutual consent of the parties.
- b. Working days shall be defined as Monday through Friday excluding statutory holidays.

- c. Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d. Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation /Expedited 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	Work Location:
Address:	

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>
<p>COGNITIVE (if applicable)</p>				

<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

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GLOSSARY

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

"casual employee" or "employee" is defined as a person employed by the Renfrew County Catholic District School Board who is:

- I. governed by the terms of this Agreement;
- II. is hired on a day-to-day basis; and
- III. works for twenty (20) consecutive regularly scheduled working days or less
 - i. replacing one or more various CUPE (permanent) staff;
 - ii. performing special, surplus or emergency work which cannot be performed by the CUPE (permanent) staff.

It is understood that a "casual employee" or "employee" as defined above are not working in Long Term Supply Assignments (or long-term supply assignment) under the Central Terms. A Long Term Supply Assignment (or long-term supply assignment) within the meaning of the Central Terms are those assignments in excess of twenty (20) consecutive regularly scheduled working days that are assigned to Temporary Employees in accordance with the Collective Agreement between the Board and CUPE, Local 1202.

"Employment Standards Act" means Ontario's 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 casual employees of the Renfrew County Catholic District School 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 and students.

1.02 – No Other Agreements

No casual 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.

1.03 Communication

- a) All newsletters and bulletins sent by the Board Office to all casual employees grouping will be copied to the Union.
- b) The Board shall provide access to existing bulletin boards upon which the Union may post notice of meetings or other information pertinent to the affairs of the Union.

1.04 Union Orientation

- a) Notification of new hires

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

- b) New employees

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

- c) Orientation Sessions

Where the Employer elects to host an orientation session for new employee(s), and a new casual 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).

1.05 Contact Information to the Union

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, telephone number and work e-mail. Such information will be provided electronically.

ARTICLE 2 – NO DISCRIMINATION

2.01 - The Parties Shall Not Discriminate

- a) The parties agree that there will be no discrimination against any casual employee contrary to the Ontario Human Rights Code and the Regulations

thereunder, as amended from time to time, 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 Ontario Human Rights Code and the Regulations thereunder, as amended from time to time 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.

ARTICLE 3 – CHECK-OFF OF UNION DUES

3.01 – Check-Off

From the first day of hire the Board agrees to deduct from the pay of each casual 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 addresses, of all employees from whom deductions have been made. Thereafter, any additions or deletions from the list of employees shall be reported.

3.02 – Dues Receipt

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

3.03 – 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 4 - RESERVATION OF MANAGEMENT RIGHTS

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) assign work/work locations to employees, assign employees to shifts and determine the number of employees required from time to time,
- c) 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 who has completed their

probationary period has been discharged or disciplined without just cause; may be subject to a grievance and dealt with as hereinafter provided; and

- d) administer and manage all the affairs of the Board.

ARTICLE 5 – LABOUR MANAGEMENT RELATIONS

5.01 – Representation

The Union will supply the Board with the names of its officers who are authorized to represent the Union at meetings. No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union.

5.02 – 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.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 – 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) 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.

6.02 – 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.

6.03 – Grievance Committee

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.

6.04 – Written Grievance

The written grievance shall:

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

6.05 – 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 Director 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.

6.06 - Timelines

- i. 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.
- ii. Time limits specified in this Clause may be extended only by written mutual agreement of the Parties.

6.07 - Representatives

- a) The Union shall notify the Manager of Human Resources 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 for which the representative was already scheduled for work.

6.08 - Arbitration Procedure

- i. 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.
- ii. 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.

- iii. 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.
- iv. The decision of the arbitrator shall be binding on both Parties.
- v. 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.
- vi. The Parties will share equally the fees and disbursements of the arbitrator.
- vii. The time limits fixed in the arbitration procedure may be extended by written consent of the Parties to this Agreement.

ARTICLE 7 – HUMAN RESOURCES INFORMATION

7.01 – 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 or designate. 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.

7.02 – Criminal Background Checks

The Board shall collect and manage the Vulnerable Sector Criminal Background Check and the annual Offence Declaration information in a secure manner that provides for confidentiality and privacy for employees. The employees shall cooperate in providing all background checks required by law and/or the Board.

7.03 – Employee Address and Phone Number

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

ARTICLE 8-DISCHARGE, SUSPENSION AND DISCIPLINE

- a) No casual employee who has completed their probationary period may be discharged or disciplined without just cause.
- b) The Board recognizes that a casual 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.
- c) 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 based on the circumstances.

- d) 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.

ARTICLE 9 – NO STRIKES AND NO LOCKOUTS

The Parties agree that during the term of this Collective Agreement, there shall be no strikes or lockouts, as defined in the Ontario Labour Relations Act, 1995 and the Regulations thereunder, as amended from time to time.

ARTICLE 10 - Casual Seniority Employee List

The Board will provide the Union with a Casual Seniority Employee List as required by ARTICLE C10-Casual Seniority Employee List- Part A-Central Terms. Such list shall be provided following ratification, and annually, in September each year thereafter. As per Part A-Central Terms, it is understood that the sole purpose of the list is to track length of service with the Board and shall have no other force or effect on local collective agreements.

ARTICLE 11 - PROBATION AND DEEMED TERMINATION

11.01 Probationary Period

- a) A casual employee shall be on probation for the first six hundred (600) hours worked. By mutual agreement between the Board and the Union, the probationary period of a casual employee may be extended for a further period of not more than six hundred (600) hours worked. With the written consent of the Union the probationary period may be extended.
- b) It is understood and agreed by the parties that the employment of probationary employees may be terminated at the sole discretion of the Employer.

11.02 - Deemed Termination

A casual employee shall be removed from the Casual Seniority Employee List and shall be deemed to have terminated their employment with the Board, if the casual employee:

- a) terminates, in writing, their employment with the Board for any reason;
- b) fails to successfully complete their probationary period;
- c) is discharged and is not reinstated through the grievance procedure or arbitration;
- d) fails, without reasonable excuse, to complete the annual renewal process;
- e) fails to work a minimum of twelve (12) assignments in a fiscal year (September 1-August 31), pro-rated for periods of authorized leave in excess of one month in duration or for month(s) where the employee does not receive an offer of an assignment;
- f) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Board is given;
- g) accepts gainful employment outside of the Board while on a leave of absence;
- h) 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;
- i) is promoted or hired to a permanent full-time non-union position or a permanent position in another bargaining unit; or
- j) 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.

It is understood that a casual employee who fails to attend work for a confirmed casual assignment may be subject to the discipline and discharge process.

It is also understood that for purposes of this Article, a casual employee will be considered to be on an approved leave during the period they hold a temporary assignment with the Board outside of this bargaining unit.

ARTICLE 12 - Work Assignments

Work assignment(s) for casual caretakers will be offered as fair and equitably as possible on a rotational basis, subject to a casual employee(s) registered availability and location preference(s).

Casual tradesperson or Assistant Tradesperson will be assigned based on qualifications.

ARTICLE 13 - HOURS OF WORK

13.01 - Rest Period

When a casual employee works an eight (8) hour day, they will be granted two (2) fifteen (15) minute rest periods. Employees working a four (4) or more hours but less than eight (8) hours in a day will be granted a fifteen (15) minute rest period as near to the mid-point of the half shift as is practicable. These rest periods without loss of pay.

13.02 - Lunch Period

Casual employees working five (5) hours or more in a work day will be granted one half (1/2) hour for lunch without pay.

13.03 - Split Shifts

Work may be assigned as a single split shift. No employee(s) shall be required 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 14 - OVERTIME

14.01 - OVERTIME

Overtime shall be provided in accordance with the Employment Standards Act.

14.02 - Approval

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

ARTICLE 15 – STATUTORY HOLIDAYS

- a) The Employer shall recognize the following nine (9) public holidays as required by the Employment Standards Act:
 - i. New Year's Day
 - ii. Family Day
 - iii. Good Friday
 - iv. Victoria Day
 - v. Canada Day
 - vi. Labour Day
 - vii. Thanksgiving Day
 - viii. Christmas Day
 - ix. Boxing Day

- b) It is understood that in the event that the Employment Standards Act is amended to include any additional public holidays, the Employer will provide such additional holidays as may be required by law.

- c) Public Holiday Pay for casual employees shall be in accordance with the Employment Standards Act.

- d) Pay for Work on a Holiday for casual employees shall be at a rate of time-and-a-half of their regular wage in accordance with the Employment Standards Act.

ARTICLE 16 – VACATION

A casual employee will receive their vacation pay with their regular pay for that pay period at the rate specified by the Employment Standards Act as follows:

Years of Service	Vacation Pay Rate*
Less than five years	4%
5 years or more	6%

*Based on earned wages (excluding vacation pay).

ARTICLE 17 – PREGNANCY AND PARENTAL LEAVE

- a) Pregnancy and parental leave shall be in accordance with the Employment Standards Act. On request the Board shall make available a copy of the relevant sections of the Employment Standards Act setting out these leaves.

- b) 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.

- c) Employees are entitled during Pregnancy Leave, Pregnancy/Parental Leave or Parental Leave to retain membership in the Pension Plans in which they were enrolled prior to their leave.
- d) 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.
- e) For clarity, the period of an employee's pregnancy and/or parental leave shall not reduce or otherwise impact the employee's length of service for purposes of the Casual Seniority Employee list.
- f) 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.

ARTICLE 18-OTHER LEAVES

18.01 – Full Time Union Leave

A casual employee is elected or selected for a full-time position with the Union, shall be granted leave of absence without pay by the Board, for a period up to one (1) year.

18.02 - Negotiating Meetings

A leave of absence will be granted to a casual employee who attends collective bargaining sessions with the Employer as a representative of the Union on the Union's Negotiating Committee. Such leave shall be at no cost to the Board. The Board agrees to pay the casual employee for the approved hours at their regular rate of pay and the Union agrees to reimburse the Board for such costs.

18.03 Leave for Union Business

The Union President or their delegate may submit a written request to the Manager of Human Resources Services or their designate requesting a leave of absence for bargaining unit member(s) to attend to Union business. Such leave shall be subject to operational requirements but will not be unreasonably withheld. The written request will include the date of the Leave, the total number of hours approved for CUPE business, and the casual employee's signature. Such leave for Union Business shall not exceed one hundred and sixty (160) hours (cumulative) per school year (September 1-August 31). Such leave shall be at no cost to the Board. The Board agrees to pay the casual

employee for the approved hours at their regular rate of pay and the Union agrees to reimburse the Board for such costs.

18.04 - Other Board Meetings

A member of the bargaining unit who is attending meetings with Board Officials, at the request of the Board, as a designated Union representative, shall attend without loss of remuneration, and at no cost to the Union.

18.05 – Time Off for Election

The Board may grant a casual employee who is scheduled to work on a federal or provincial election day time off for voting where required under the Ontario Elections Act and the Regulations thereunder, as amended from time to time or the Canada Elections Act, and the Regulations thereunder, as amended from time to time, as applicable.

ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES

19.01 –Wages

The wage rates for casual employees shall be in accordance Schedule A.

19.02 – Pay Days

Earned wages shall be paid 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 or the employee delays in providing up-to-date banking information to allow for direct deposit, the Board reserves the right to pay the above wage payments by way of cheque or other form of payment and to establish a different pay period for the employee. The employee shall be provided with an itemized statement of their wages and deductions for each pay in accordance with the Employment Standards Act.

19.03 – Overpayments

The Board may make deductions from an employee's wages as required or permitted by law or this Agreement, including deductions for any overpayments made to a casual employee.

19.04 – Equal Pay for Equal Work

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

ARTICLE 20-JOB DESCRIPTIONS

20.01 - Job Descriptions

On request, the Board will provide the Union with a copy of the most recent job description for bargaining unit classifications.

20.02 - No Elimination of Present Classification

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

20.03 - Grass Cutting

The parties agree that casual employee(s) shall not be required to cut grass at schools.

ARTICLE 21 – PENSION PLANS

- a. In accordance with the terms and conditions of the Ontario Municipal Employees' Retirement System (OMERS) casual employees, who are required to join, shall join the Ontario Municipal Employees' Retirement System (if applicable). 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 and the Regulations thereunder, as amended from time to time.

ARTICLE 22 – SAFETY AND HEALTH

22.01 – 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.

ARTICLE 23 – TERM OF AGREEMENT

23:01 – Term

In accordance with the School Board Collective Bargaining Act, 2014, this Agreement shall expire as of August 31, 2026.

23:02 – 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 1202-02, have signed by their duly authorized representatives this 13 day of June 2023.

THE RENFREW COUNTY
CATHOLIC DISTRICT
SCHOOL BOARD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1202-02

B.L. Sullivan
Board Chairperson

Brenda MacMillan
President

Mark H. [Signature]
Director of Education

Reine Beaudin
CUPE Representative

Jodi [Signature]
National CUPE Representative

SCHEDULE "A": Wage Rates

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

LETTER OF UNDERSTANDING #1: APPLICATIONS FOR POSTED POSITIONS OUTSIDE THE BARGAINING UNIT*

The Board will review casual employee's applications for posted vacancies that the Board is seeking to fill for the position(s) of Caretaker, Assistant Tradesperson and/or Tradesperson prior to considering external applicants.

*Subject to compliance with the requirements of any other collective agreement to which the Board is a party.

LETTER OF INFORMATION: OMERS Contributory Earnings

The Canadian Union of Public Employees has requested that the Parties attach this Letter of Information to the Collective Agreement.

This Letter of Information shall not be considered as part of the Collective Agreement between the Parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the Parties.

The Canadian Union of Public Employees and Canadian Union of Public Employees, Local 1202-02, shall indemnify and save the Board harmless from any and all claims Board employees or OMERS may have against the Board arising from or related to this Letter of Information.

OMERS Contributory Earnings:

For all pension and other compensation purposes contributory earnings must include all regular recurring earnings including the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of an ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchaseable service;

- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When lump-sum payments for unused sick days or vacation time are included as contributory earnings, the retirement date and the credited service must also be extended by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

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 1202-02
(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) By way of decision from the Ontario Labour Relations Board dated May 4, 2021, the Union became the certified bargaining agent for all casual employees of the Renfrew County Catholic District School 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 and students ("Bargaining Unit");
- (ii) Following ratification of a Memorandum of Settlement dated May 17, 2022, the parties concluded their first local collective agreement. In accordance with the *School Board's Collective Bargaining Act, 2014*, the Collective Agreement was composed of the September 1, 2019-August 31, 2022 Central Terms and the local terms as set out in the May 17, 2022 Memorandum of Settlement ("2019-2022 Collective Agreement");
- (iii) Following a further Memorandum of Settlement on local terms dated November 30, 2022 and in accordance with the *School Board's Collective Bargaining Act, 2014*, the Parties were parties to a Collective Agreement with a term of September 1, 2022-August 31, 2026, inclusive ("2022-2026 Collective Agreement");
- (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 wish to implement the adjustments provided for in the Bill 124 Central Remedy Agreement as set forth in this Letter of Agreement (this "Agreement");
- (vi) Notwithstanding the May 4, 2021 certification date, the Parties have agreed to apply the Bill 124 Central Remedy Agreement to eligible employees for the period that pre-dates CUPE's certification, as set out herein. The parties further agree that this Agreement addresses all Bill 124 matters for such pre-certification period for such eligible employees;
- (vii) 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; and
- (viii) The Bill 124 payments, as required under the Bill 124 Central Remedy Agreement, were issued to eligible employees on Friday, June 7, 2024

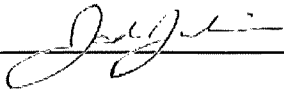
The Parties therefore agree as follows:


1. The parties adopt the recitals as set out above.
2. 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 Rate of the 2019-2022 Collective Agreement, shall be updated to include Bill 124 remedy adjustments in accordance with Appendix "A" attached hereto;
 - b) The hourly wage rates, contained in Schedule "A": Wage Rate of the 2022-2026 Collective Agreement, shall be updated to include Bill 124 remedy adjustments in accordance with Appendix "B" attached hereto.
3. Appendix "A" attached hereto shall be appended to and form part of the 2022-2026 Collective Agreement.
4. Appendix "B" attached hereto shall be appended to and form part of the 2022-2026 Collective Agreement.
5. An electronic copy of the 2019-2022 and 2022-2026 Collective Agreement with the appended documents in accordance with paragraph 3 and 4, respectively, will be circulated to all current bargaining unit members within thirty (30) days of execution of this Agreement.
6. Any retroactive adjustments to eligible employees shall be paid in accordance with the terms, conditions, restrictions and timelines required by the Bill 124 Central Remedy Agreement.
7. The RCCDSB and CUPE 1202-02 are committed to working collaboratively to ensure that this Agreement is implemented and in compliance with all legal and central party requirements.

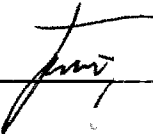
{Signature page to follow}

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

For the Union

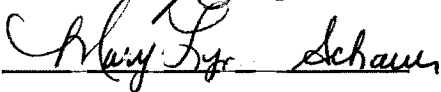


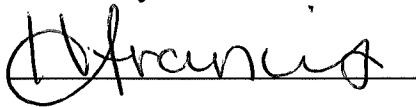




For the Board







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

Position	HOURLY			
	Non-Union	Non-Union	Non-Union	CUPE 1202-02 Ratified Jun 4/22
	Aug 31/19	Sept 1/19	Sept 1/20	Sept 1/21
		(1% incr + 0.75% incr for Bill 124 remedy)	(1% incr + 0.75% incr for Bill 124 remedy)	(1% incr + 2.75% incr for Bill 124 remedy)
Classification	(0.5% increase)			
Casual Caretaker	18.50	18.82	19.15	19.87
Casual Tradesperson	21.42	21.79	22.18	23.01
Casual Assistant Tradesperson	18.37	18.69	19.02	19.73

*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 1202-02 dated July 24, 2024.

Renfrew County Catholic District School Board
 CUPE Local 1202-02 Casual Wage Grids
 (Revised with Bill 124 Remedy)
 Sept 1, 2022 - Aug 31, 2026

1202-02

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)
Casual Caretaker	20.87	21.87	22.87	23.87
Casual Tradesperson	24.01	25.01	26.01	27.01
Casual Assistant Tradesperson	20.73	21.73	22.73	23.73

*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 1202-02 dated July 24, 2024