



**AGREEMENT**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
CUPE LOCAL 1321**

**FOR THE PERIOD  
SEPTEMBER 1, 2022 TO AUGUST 31, 2026**

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# APPENDIX I

## CUPE – PART A: CENTRAL TERMS

### C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

#### C1.1 Separate Central and Local Terms

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

### C2.00 DEFINITIONS

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

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

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

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

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

### **C3.00 LENGTH OF TERM/NOTICE TO BARGAIN**

#### **C3.1 Term of Agreement**

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

#### **C3.2 Term of Letters of Agreement/Understanding**

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

#### **C3.3 Amendment of Terms**

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

#### **C3.4 Notice to Bargain**

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

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

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



## **C4.00 CENTRAL DISPUTE RESOLUTION PROCESS**

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

### **C4.1 Statement of Purpose**

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

### **C4.2 Parties to the Process**

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

### **C4.3 Meetings of the Committee**

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

### **C4.4 Selection of Representatives**

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

### **C4.5 Mandate of the Committee**

The mandate of the Committee shall be as follows:

a. Dispute Resolution

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

b. Not Adjudicative

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

**C4.6 Role of the Central Parties and Crown**

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

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

b. The Crown shall have the following rights:

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

**C4.7 Referral of Disputes**

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

#### **C4.8 Carriage Rights**

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

#### **C4.9 Responsibility to Communicate**

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

#### **C4.10 Language of Proceedings**

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

#### **C4.11 Definition of Dispute**

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

#### **C4.12 Notice of Disputes**

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

- a. Notice of the dispute shall include the following:

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

#### **C4.13 Referral to the Committee**

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

#### **C4.14 Timelines**

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

#### **C4.15 Voluntary Mediation /Expedited Meditation**

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
  - A short description of the grievance.
  - A statement of relevant facts.
  - A list of any relevant provisions of the collective agreement.
  - Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.

- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

#### **C4.16 Arbitration**

- a. Arbitration shall be by a single arbitrator.
- b. In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c. The central parties shall use the mutually agreed-to list of arbitrators set out in Letter of Understanding #7. Arbitrators on the list will be used in rotation, based on availability. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d. The Parties shall select an arbitrator from the list to subject to their availability to hear the matter within eighteen (18) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within eighteen (18) months the parties shall appoint a mutually agreed to arbitrator who is available within eighteen (18) months.
- e. The central parties may refer multiple grievances to a single arbitrator.
- f. The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

#### **C5.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

#### **C5.1 Eligibility and Coverage**

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

#### **C5.2 Funding**

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

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

#### **C5.3 Cost Sharing**

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

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

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

- a) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

- b) For the purposes of (a) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) Amounts previously paid under (a) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- d) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.

**C5.5 Payment in Lieu of Benefits**

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

**C5.6 Benefits Committee**

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

**C5.7 Privacy**

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

**C6.00 SICK LEAVE**

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

**Definitions:**

The definitions below shall be exclusively used for this article.

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



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

**“Long Term Supply Assignment”** means, in relation to an employee,

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

**“Casual Employees”** means,

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

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

**“Fiscal Year”** means September 1 to August 31.

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

#### **a) Sick Leave Benefit Plan**

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

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

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

#### **b) Sick Leave Days Payable at 100% Wages**

##### **Permanent Employees**

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

##### **Employees on Long-Term Supply Assignments**

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

reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

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

**Permanent Employees**

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment. Permanent Employees eligible to access short-term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

**Employees on Long-Term Supply Assignments**

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

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

**d) Eligibility and Allocation**

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

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

**Permanent Employees**

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

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

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

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

**Employees on Long-Term Supply Assignments**

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

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

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

**e) Refresh Provision for Permanent Employees**

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

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

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

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

**f) WSIB & LTD**

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

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the

specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short-term leave and disability plans.

**g) Graduated Return to Work**

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

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

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

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

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

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

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

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

## **h) Proof of Illness**

### **Sick Leave Days Payable at 100%**

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is to be provided by the Employee for absences of five (5) consecutive working days or longer. The medical confirmation may be required to be provided on the form contained in Appendix C.

### **Short-Term Disability Leave**

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

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

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

## **i) Notification of Sick Leave Days**

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

## **j) Pension Contributions While on Short Term Disability**

### **Contributions for OMERS Plan Members:**

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

### **Contributions for OTPP Plan Members:**

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an

employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

**k) Top-up Provisions**

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

This top-up is calculated as follows:

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

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

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

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

**l) Sick Leave to Establish EI Maternity Benefits**

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

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

**C7.1 Preamble**

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

**C7.2 Membership**

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

**C7.3 Co-Chair Selection**

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

#### **C7.4 Meetings**

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

#### **C7.5 Agenda and Minutes**

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

#### **C7.6 Without Prejudice or Precedent**

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

#### **C7.7 Cost of Labour Relations Meetings**

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

### **C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES**

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

### **C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

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

## **C10.00 CASUAL SENIORITY EMPLOYEE LIST**

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

## **C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING**

### **Negotiations Committee**

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

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

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

### **C12.1 Family Medical Leave or Critical Illness Leave**

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

### **Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls



within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

### **C13.00 MERGER, AMALGAMATION OR INTEGRATION**

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

### **C14.00 SPECIALIZED JOB CLASSES**

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

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

### **C15.00 PROFESSIONAL ACTIVITY DAYS**

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

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

**APPENDIX A**

<b>Name of Board where Dispute Originated:</b>			
<b>CUPE Local &amp; Bargaining Unit Description:</b>			
<b>Policy</b>	<b>Group</b>	<b>Individual</b>	<b>Grievor's Name (if applicable):</b>
<b>Date Notice Provided to Local School Board/CUPE Local:</b>			
<b>Central Provision(s) Violated:</b>			
<b>Statute/Regulation/Policy/Guideline/Directive at issue (if any):</b>			
<b>Comprehensive Statement of Facts (attach additional pages if necessary):</b>			
<b>Remedy Requested:</b>			
<b>Date:</b>		<b>Signature:</b>	
<b>Committee Discussion Date:</b>		<b>Central File #:</b>	
<b>Withdrawn</b>	<b>Resolved</b>	<b>Referred to Arbitration</b>	
<b>Date:</b>		<b>Co-Chair Signatures:</b>	
<b>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.</b>			

## APPENDIX B

### **Sick Leave Credit-Based Retirement Gratuities (where applicable)**

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

**Other Retirement Gratuities**

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

**APPENDIX C - Medical Certificate**

**PART 1**

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

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

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

<p>I, _____</p> <p>hereby authorize my Health Care Professional(s)</p> <p>_____</p> <p>to disclose medical information to my employer,</p> <p>_____</p> <p>In order to determine my ability to fulfill my duties as a</p> <p>_____</p> <p>from a medical standpoint, and whether my medical situation is such that it can support my sustained return to work in the foreseeable future. To this end, I specifically authorize my Health Care Professional(s) to respond to those questions from my employer set out in the medical certificate dated</p> <p>_____ dd _____ mm _____ yyyy</p> <p>for my absence starting on the</p> <p>_____ dd _____ mm _____ yyyy</p> <p>Signature _____ Date _____</p>	<p><b>Dear Health Care Professional,</b> please be advised that the Employer has an accommodation and return to work program. The parties acknowledge that the employer has an obligation to provide reasonable accommodation to the point of undue hardship, and that the employee has an obligation to cooperate with reasonable accommodation measures. Consistent with this understanding, and with the objective of returning employees to active employment as soon as possible, we would ask the medical professional to provide as full and detailed information as possible.</p> <p><u>Please return the completed form to the attention of:</u></p>
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<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

**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: <b>dd mm yyyy</b>	No limitations and/or restrictions <input type="checkbox"/>
	Return to work date: <b>dd mm yyyy</b>
<b>For limitations and restrictions, please complete Part 2.</b>	

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

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



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

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

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

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

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

Have you discussed return to work with your patient?

- Yes    No

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

Regular full time hours    Modified hours

Graduated hours

Start Date:                    **dd   mm   yyyy**

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

Has a referral to another Health Care Professional been made?

Yes (optional - please specify): \_\_\_\_\_  No

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

Yes  No

Please check one:

Patient is capable of returning to work with no restrictions.

Patient is capable of returning to work with restrictions. **(Complete Part 2)**

I have reviewed Part 2 above and have determined that the Patient is totally disabled and is unable to return to work at this time.

Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy

**PART 3 – Confirmation and Attestation**

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

I confirm all of the information provided in this attestation is accurate and complete:

**Completing Health Care Professional Name:**  
(Please Print) \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

Additional or follow up information may be requested as appropriate.

## LETTER OF UNDERSTANDING #1

### BETWEEN

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

### AND

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

### **Re: Status Quo Central Items**

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

#### **Issues:**

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

## LETTER OF UNDERSTANDING #2

### BETWEEN

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

### AND

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

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

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

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

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

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

#### **STATUTORY/PUBLIC HOLIDAYS**

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

#### **WSIB TOP-UP**

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

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

## **Common Central Provisions**

### **Maternity Benefits/SEB Plan**

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

### **SHORT-TERM PAID LEAVES**

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

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

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

### **RETIREMENT GRATUITIES**

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

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

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

**SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD**

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

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

## LETTER OF UNDERSTANDING #3

### BETWEEN

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

### AND

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

### Re: Job Security: Protected Complement

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

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

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
  - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
  - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.

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



## LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

### **PREAMBLE:**

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

### **I. MANDATE OF THE COMMITTEE**

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

### **II. DELIVERABLES**

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

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

### **III. MEMBERSHIP**

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

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

#### **IV. CO-CHAIR SELECTION**

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

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

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

**AND**

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

**Re: Sick Leave**

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

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

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

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

**AND**

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

**Re: Central Labour Relations Committee**

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

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

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

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

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

**AND**

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

**RE: List of Arbitrators**

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

English Language:

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

French Language:

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

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

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Provincial Working Group – Health and Safety**

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

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

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Ministry Initiatives Committee**

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

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



**LETTER OF UNDERSTANDING #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

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

**LETTER OF UNDERSTANDING #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leave**

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:
  - 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

### L1.00 RECOGNITION

#### L1.1 Classification

The Employer recognizes the Canadian Union of Public Employees and its Local 1321 as the sole bargaining agency for its office, clerical and technical employees save and except the chief accountant, the transportation manager, the personnel manager, the executive assistant to the director, the purchasing manager, the manager of plant and other staff at equivalent or higher rank than manager, administrative assistants, all school assistants and paraprofessional employees whose work is not primarily of a clerical, secretarial or technical nature, attendance counsellors and nurses, supervisors in the plant operations and maintenance department, members of Local 1247 and all teaching staff.

#### L1.2 Limitations

The Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, without the permission of the person designated by the Employer.

#### L1.3 No Other Agreements

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

#### L1.4 Freedom of Complaint

Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any personal complaints to the Supervisor or the person designated by the Employer, except where a complaint has already been processed through the grievance procedure.

#### L1.5 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not work on any jobs which are included in the Bargaining Unit, when such work would reduce the normal hours of work or pay of any employee.

#### L1.6 Contracting Out

- (a) The Parties agree that it is preferable that the Employer not contract out any work usually performed by members of the Bargaining Unit if, as a direct result of such contracting out, a layoff of any employee other than a casual employee or a reduction in the regular hours of work occurs within forty (40) working days from such contracting out.
- (b) The Employer agrees to consult with the Union prior to contracting out any work usually performed by members of the Bargaining Unit where as a direct result of such contracting out, a lay off of any employee other than a casual employee or a reduction in the regular hours of work is expected to occur within forty (40) working days from such contracting out.
- (c) The Union during the consultation of paragraph (b) shall have the opportunity to make proposals whereby the work to be contracted out can be done by the Bargaining Unit at a cost no greater than would have been achieved through the contracting out.

## **L2.00 MANAGEMENT RIGHTS**

- L2.1 The Union recognizes that all managerial rights of the Employer are reserved to the Employer, except as expressly limited in this Agreement.
- L2.2 The Union therefore recognizes that, without limiting in any way the generality of Article L2.1, it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, promote, demote, classify, lay off, transfer, and rehire employees and to discipline, suspend or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that the employee has been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) establish from time-to-time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of employees;
  - (d) generally administer and manage all the affairs of the Board.

## **L3.00 MEMBERSHIP AND DEDUCTION OF DUES**

### **L3.1 Membership**

As a condition of employment, all present employees who are members of the Union as of the signing of this Agreement shall remain members of the Union. All future employees, as a condition of employment, shall become and remain members of the Union after successful completion of the probationary period as specified in Article L10.2.

### **L3.2 Deduction of Dues**

The Employer agrees, during the life of this Agreement, to deduct from each employee, as a condition of employment, regular Union dues, which sum shall be forwarded to the Union.

The procedure shall be:

- A. Deduction shall be made from each employee's pay.
- B. The first deduction for any employee shall be made following thirty (30) calendar days of employment with the Employer.
- C. Monthly deductions shall be sent to the Financial Secretary of the Union prior to the last day of each month and shall be accompanied by a list of the employees from whose pay such deductions were made.
- D. Every six (6) months the addresses as well as the names of employees shall be shown on the deduction list.
- E. The Union shall acknowledge receipt of all fees deducted and transmitted to it.
- F. Providing the Board's Payroll System can readily do so and providing the Federal and Provincial Income Tax Regulations so permit, the Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

L3.3 Potential Employees

The Employer agrees, that as part of the offer of employment, they will advise potential employees that a Collective Agreement is in effect and will inform them of the conditions of employment set out in articles of the Collective Agreement.

L3.4 Notification of New Employees

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, start date and work location) of all employees newly hired into the bargaining unit prior to their first day of employment.

L3.5 Orientation Sessions

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

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

#### **L4.00 CORRESPONDENCE**

L4.1 Correspondence and Notice

All general correspondence and notices between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the person designated by the Employer and the President of the Union.

The President of the Union shall be given a copy of all memos and/or correspondence that is intended for the general membership concurrently with release to the membership.

L4.2 The Board shall provide to the Union the Agenda for any Board meeting two (2) days prior to the meeting. The Board shall post minutes of Board meetings on the Board's website.

L4.3 Contact Information

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

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

(b) Personnel Changes

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

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

## L5.00 BARGAINING COMMITTEE

### L5.1 Establishment and Function

The Parties shall establish a Bargaining Committee whose function shall be to deal with all matters pertaining to rates of pay, hours of work and other working conditions applicable to employees in the Bargaining Unit.

### L5.2 Composition of the Bargaining Committee

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

### L5.3 Meetings of the Committee

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

### L5.4 Time Off for Meetings

Where meetings of the Bargaining Committee occur during working hours, Union members of the Committee shall not suffer loss of pay due to attendance at such meetings.

The Bargaining Committee shall be entitled to five (5) days off from work without loss of remuneration to preview and prepare proposals for the renewal of the Collective Agreement, and the Union shall reimburse the Employer the wages of employees granted leave under this provision.

### L5.5 Technical Information

The Employer shall make available to the Union, on request, the following information:

- job descriptions;
- positions in the Bargaining Unit;
- job classifications;
- wage rates;
- break down of point ratings in job evaluations;
- pension and welfare plans;
- Board's policy manual;
- amendments to the Board's policy manual;
- (once per year) allotment of hours, per week, for each employee;
- (once per year) overtime hours for each employee.

### L5.6 Replacements

For time spent by members of the Union's Bargaining Committee in direct negotiations with the Board's Bargaining committee and for time spent by the Union's representatives on the Joint Job Evaluation Committee, the Board, subject to the availability of suitable replacement or replacements, will supply replacement staff when meetings occur on regular school days, for positions that are normally replaced. The payment of such replacement staff shall be charged to the Board's central budget.

## L6.00 GRIEVANCES

### L6.1 Definition

Within the terms of this Agreement, a grievance shall be defined as any difference or dispute between the Employer and the Employee(s) and/or Union as to the interpretation, application, administration or alleged violation of this Agreement.

### L6.2 Grievance Committee and Stewards

The Union shall appoint or otherwise select a Grievance Committee which shall be composed of not more than seven (7) stewards who have completed their probationary period. The name and area of each of the stewards and the name of the Chairperson of the Grievance Committee shall be given to the Employer in writing, and the Employer shall not be required to recognize any such steward or Chairperson until so notified. Not more than one steward shall be selected from any one school.

### L6.3 Duties of Stewards

It shall be the responsibility of the stewards to investigate complaints and to deal with grievances.

### L6.4 Permission to Leave Work

The Employer and the Union recognize the right of the steward to leave work during working hours subject to the conditions outlined below. It is understood that no employee will conduct Union activities on the premises of the Employer except as specifically permitted by this Agreement.

A. The Union recognizes that stewards are employed to perform full-time work for the Employer.

B. The Employer recognizes that a steward may leave work during working hours to carry out union duties under this Agreement provided that permission has first been obtained from the Supervisor and the employee reports back to the Supervisor upon completion of the duties for which leave had been granted.

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

C. A steward must not be hindered, coerced, restricted or in any way interfered with while carrying out duties under the terms of this Agreement.

D. Where the steward considers that the Supervisor has unreasonably withheld permission, or where the Supervisor considers that the steward is using an unreasonable amount of time in the performance of steward duties, the two Parties shall attempt to arrive at a mutually satisfactory solution of the problem.

E. The steward shall not suffer any loss in pay as a result of performing duties as steward during regular working hours under the terms of this Article.

L6.5 No grievance shall be considered where the circumstances giving rise to it occurred more than ten (10) full working days before the filing of the grievance in writing.

### L6.6 Grievance Procedure

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



### Step No. 1

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

### Step No. 2

Within ten (10) working days after the decision is given under Step No. 1, the aggrieved employee may submit the grievance to the Director of Education or designate. The employee, assisted by the Chairperson of the Grievance Committee and the steward, shall meet with such persons, including the Chairperson of the Employer's Negotiating Committee or designate, as the Director of Education or designate may desire to consider the grievance. Such meeting will be held within ten (10) working days.

At this stage, they may be assisted by a full-time representative of the Union if the presence of this person is requested by either Party. The Director of Education or designate will render a decision in writing within fifteen (15) working days of the above mentioned meeting.

L6.7 If final settlement of the grievance is not reached at Step No. 2 the grievance may be referred in writing by either Party to a Board of Arbitration as provided in Article L7.00 at any time within twenty (20) working days after the decision is given under Step No. 2 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.

L6.8 All grievances shall be submitted in writing on the approved C.U.P.E. grievance form, and all replies thereto shall likewise be transmitted in writing.

### L6.9 Failure to Act Within Time Limits

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

### L6.10 Employer Grievances

Any grievance instituted by the Employer may be referred in writing to the Chairperson of the Grievance Committee within seven (7) full working days of the occurrence of the circumstances giving rise to the grievance. The Grievance Committee shall meet with the Employer to consider the grievance. The Grievance Committee will render its decision in writing within twenty-five (25) working days of receipt of the grievance. If final settlement of the grievance is not reached the grievance may be referred, by either Party, to a Board of Arbitration as provided in Article L7.00 at any time within twenty (20) working days thereafter, but no later.

### L6.11 Union Policy Grievance

Any Union policy grievance which involves all or a number of employees in the Bargaining Unit and which is instituted by the Union may be referred in writing to the Director of Education or a designate within seven (7) full working days of the occurrence of the circumstances giving rise to the grievance. Such persons as the Director of Education or a designate may desire shall meet with the Grievance Committee to consider the grievance. This meeting will be held within ten (10) working days. The Director of Education or designate will render a decision in writing within fifteen (15) working days of the above mentioned meeting. If final settlement of the grievance is not reached the grievance may be referred, by either Party, to a Board of Arbitration as provided in Article L7.00 at any time within twenty (20) working days thereafter, but no later.

## L7.00 ARBITRATION

- L7.1 Any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article L6.00 and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the Parties hereto.
- L7.2 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- L7.3 Within ten (10) working days of the request by either Party for a Board, each Party shall notify the other in writing of the name of its appointee.
- L7.4 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within fifteen (15) working days of the notification mentioned in L7.3 above, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Chairperson.
- L7.5 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.
- L7.6 Each of the Parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the Parties will jointly bear the expenses of the Chairperson.
- L7.7 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the Parties to this Agreement.
- L7.8 At any stage of the grievance or arbitration procedure, either Party may at its own expense, including reimbursement of any loss in pay to any employee, have the assistance of the employee(s) concerned as witness(es) and any other witnesses, and all reasonable arrangements will be made to permit the arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- L7.9 Disagreement on Decision  
If within thirty (30) days of a decision having been handed down by the Board of Arbitration, there is disagreement as to the meaning of the decision, on application by either Party, the Chairperson of the Board of Arbitration shall, as soon as possible and in any event within twenty (20) days, arrange to reconvene the Board in order to clarify the decision.
- L7.10 Definition of Working Day  
Working day as used in Articles L6.00, L7.00 or L8.00 of this Agreement, shall mean a day other than Saturday, Sunday or recognized paid holiday.
- L7.11 The Employer and the Union recognize the right of either Party to refer a grievance to a single arbitrator in accordance with the applicable section of the Labour Relations Act of Ontario. If either Party opts for this alternative, it will advise the other Party of its intention within twenty (20) working days of the Employer's written decision at Step 2 of the grievance procedure.

Notwithstanding the above, the Parties may agree, in writing, to the appointment of a Sole Arbitrator for any grievance.

**L7.12 Joint Request for Grievance Mediation**

- (a) The Union and the Employer may agree to participate in Joint Mediation on a case by case basis which shall be without prejudice to either party.
- (b) The Parties agree the Mediator shall be non-compellable in any proceedings, litigation or hearings that may be subsequent to the mediation efforts.
- (c) The Parties recognize and accept that these proceedings are voluntary and can be concluded by either party at any time.
- (d) The cost for these proceedings and the Mediator shall be shared by the Union and the Employer equally.
- (e) Cases may be combined to be heard simultaneously, in which case, necessary time extensions to the grievance procedure shall be entered into.

**L8.00 SUSPENSION, DISCIPLINE AND DISCHARGE**

L8.1 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right, to the presence of their steward. In the case of suspension or discharge, the Employer shall notify the Union in advance in order to provide representation to its member(s).

The Employer will notify the Employee of their right to union representation in advance of an investigative meeting that may result in discipline.

**L8.2 Warnings**

Whenever the Employer deems it necessary to discipline an employee who has completed the probationary period in a manner indicating that dismissal may follow from either a repetition of the act or from failure to bring work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such discipline to the President of the Union or designate, with a copy to the employee involved.

**L8.3 Discharge and Suspension Procedure**

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

**L8.4 Discharge Cases**

A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director at Step No. 2 of the grievance procedure within ten (10) working days after the employee ceases working for the Employer. Failing agreement at Step No. 2 of the grievance procedure, the matter may be submitted to an Arbitration Board as defined in Article L7.00. Such special grievances may be settled by:

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

L8.5 Employee File

Where the Employer places discipline on an employee’s file, the employee shall be supplied with a copy of such discipline at the time of the discipline meeting. The discipline shall be dated and shall delineate the nature of the conduct along with other pertinent aspects of the situation.

Where there is an eighteen (18) month period during which no discipline has been entered, all previous discipline records on the employee file shall be destroyed.

Notwithstanding the foregoing, if the matter is based on a physical interaction with a student, it shall be maintained in the employee’s personnel file for five (5) years.

**L9.00 NO STRIKES, NO LOCKOUTS**

L9.1 The Employer shall not cause or direct any lockout of its employees and the Union shall not cause, direct or consent to any strike or other collective action by its members which will stop, curtail or interfere with the operation of the Employer on the part of the employees and if such action should be taken by the employees, the Union shall instruct its members to return to work and perform their usual duties during the duration of this Agreement.

L9.2 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, illegal picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article L8.3.

L9.3 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step No. 2 of the grievance procedure.

**L10.00 SENIORITY**

L10.1 Definition

Seniority, as referred to in this Agreement, shall mean the length of continuous service in the employ of the Employer or its predecessors and shall be on a county-wide basis in the following manner:

Seniority will be accumulated based on total hours worked, excluding overtime calculated on a standard work year of 1820 hours (52 weeks x 35 hours). The formula is as follows:

$$\frac{\text{Total Hours Worked or on Paid Sick Leave}}{1820} = \text{Total Years Seniority}$$

Example - Hired November 8, 1972

Works a standard week of 28 hours from September 1, 1975 to September 1, 1976 and a standard 35 hour week from September 1, 1976 to September 1, 1977.

Hours Worked September 1, 1975 to September 1, 1976: 52 x 28 = 1456

Hours Worked September 1, 1976 to September 1, 1977: 52 x 35 = 1820

November 8, 1972 to August 31, 1975 = 2.814 yrs.

September 1, 1975 to September 1, 1976 =  $\frac{1456}{1820}$  = . 800 yrs.

September 1, 1976 to September 1, 1977 =  $\frac{1820}{1820}$  = 1.000 yrs.

Total Seniority – November 8, 1972 to  
September 1, 1977 = 4.614 yrs.

In the event of a tie in seniority with regards to placement on the seniority list, seniority shall be determined by a lottery. This is to be done in the presence of an elected member of the Bargaining Unit and the Employer.

L10.2 Probationary Employees

An employee will be considered on probation for the first three (3) months; however, in special circumstances probation may be extended to six (6) months, and in such cases the Union shall be notified. During the probationary period the employee will have no seniority but on completion of probationary service, seniority shall date back to the day on which employment began. The dismissal, lay off or failure to recall after lay off, of a probationary employee, shall not be the subject of a grievance.

L10.3 Seniority Lists

Seniority lists will be revised annually during the month of September to reflect the seniority of members of the Bargaining Unit at the last pay date in August. The list will be published showing each employee's location, job title, group number, name and number of standard hours worked per week, work term, hire date and years of seniority expressed to three (3) decimal places. Copies of the list will be posted in the respective schools and a copy will be given to the Union. If an employee does not challenge the position of the employee's name on the seniority list within ten (10) working days of the date of posting, the employee shall be deemed to have correct seniority standing.

L10.4 Definition of Lay Off

A lay off shall be defined as a reduction in the workforce or a reduction in the regular hours worked or a reduction in the hourly rate of pay.

L10.5 Notice of Lay Off

(a) In the event of a lay off, the Employer will notify the Union within one (1) week of its decision and provide the Union with the following:

- (i) the reason causing the lay off;
- (ii) the service the Employer will undertake after the lay off;
- (iii) the method of implementation including the areas of cutback and employees to be laid-off.

A Labour Management Committee meeting will be held if requested by either party, as such, notices as prescribed in L10.6 shall not be issued until such meeting has occurred.

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

(b) The employer shall notify, in writing, employees who are laid off in accordance with the termination of employment provisions of Article L10.6 (b).

(c) In Clause L10.5 (b) the times referred to are working days before the lay off is effective. If the employee laid off has not had the opportunity to work during the notice period, the employee shall be paid in lieu of work for that part of the notice period during which work was not made available.

L10.6 Termination Notice Requirements

- (a) The extent of written notice required by an employee who wishes to terminate employment shall be two (2) weeks.
- (b) The extent of written notice required by the employer in the event of termination of employment other than for just cause shall be forty (40) working days.
- (c) If the employee terminated has not had the opportunity to work during the notice period, they shall be paid in lieu of work for that part of the period for which work was not made available.

L10.7 Lay Off, Bumping and Recall Procedures

- (a) Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay off or reduction in the regular hours of work, employees shall be laid-off in reverse order of their seniority within their classification and location, subject to the provisions of Article L10.7 (b) - (f). It is recognized that when one employee displaces another in this process the employee must have more seniority, have the necessary qualifications and must be able to demonstrate the ability to perform the displaced employee's work during the trial period.
- (b) In determining the ability of the employee to perform the work for the purposes herein, the Employer shall not act in an arbitrary or discriminatory manner. When an employee displaces another employee, the employee doing the bumping shall:
  - (i) be provided with an outline of the duties of the position to be bumped;
  - (ii) be placed on a trial period of ten (10) working days in the position of the employee being bumped;
  - (iii) have a three (3) working day orientation/training period during the trial period with the orientation portion being by the immediate supervisor or a designate.

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

- (i) bumped due to reduced hours, the employee shall be returned to the former position held;
- (ii) bumped due to redundancy of the former position, the employee shall be returned to the former position if the notice of lay off has not expired or shall be immediately laid off. Where the employee is returned to the position previously held, there shall be no second opportunity to bump associated with the current notice of lay off or with the reduction in hours of work and there shall be no requirement on the Employer to provide any additional notice to the employee of lay off or reduction in the hours of work (the notice previously given shall continue to have effect). Any employee affected by a bumping which has been negated under the foregoing provision shall be returned to the position held prior to the negated bump occurring.
- (c) A probationary employee shall not be allowed to displace any employee.
- (d) Bumping will not take place where the employee to be displaced is in a higher pay group than the employee wishing to bump unless:
  - (i) the employee wishing to bump had been previously appointed by the Board to a position in the higher pay group, had completed the trial or probationary period in

said higher pay group and had been subsequently moved to a lower pay group as a result of exercising their privilege to bump except where Clause 10.7 (e) (iv) applies.

- (e) Subject to 10.7 (d), an employee exercising bumping rights shall be entitled to:
  - (i) maintain the annual hours of the reduced position and bump a whole position or positions in the same or lower pay group to restore the annual hours being reduced; or
  - (ii) bump a whole position or positions in the same or lower pay group which provides the same annual hours as the position being reduced; or
  - (iii) if an employee holds more than one position, all in the same pay group, and hours are reduced in one or more of these positions, the employee can bump into a position(s) of the same pay group or lower, equal to all or a portion of the hours previously held; or
  - (iv) if an employee holds more than one position, in different pay groups, and one or more position(s) are affected, the employee can bump into a position(s) equal to all position(s) previously held at the lower pay group only; if the higher pay group was not the position affected then the employee voids their right under clause 10.7 (d).
- (f) An employee bumping into a position must be prepared to work the number of hours associated with the position being bumped into.
- (g) An employee who intends to exercise bumping privileges as a result of receiving a notice of lay off or suffering a reduction in hours must advise the person designated by the Employer, in writing, within five (5) working days of receiving the notice of lay off or reduction in hours of work that bumping is intended. Within a further five (5) working days, the person designated by the Employer must be informed, in writing, of the position to be bumped. An employee who fails to meet the foregoing time limits loses the privilege to bump.
- (h) Subject to the provisions of Articles L10.7 (i) - (m), employees who are laid off shall be recalled in order of seniority provided the time elapsed since lay off does not exceed two (2) years. Laid off employees shall be responsible to check the postings on the Board web site for vacancies which will be posted a minimum of five (5) working days prior to the expiration date of the posting under Clause L11.1 (a) for a period of up to two (2) years and may apply in writing for any vacancy (within the time limits for application for said position) indicating that an attempt is being made to exercise the right of recall.
- (i) Where an employee is being recalled to a position which is not the same as the one previously held, the employee must have the necessary qualifications and must be able to demonstrate the ability to perform the work of the position during the trial period.
- (j) Where an employee is being recalled to a position which is not the same as the one previously held, the employee being recalled shall be placed on trial for a period of five (5) working days. In the event that during the aforementioned trial period the employee so placed on trial proves unsatisfactory in the position or is unable to perform the duties of the job classification, the employee shall be returned to lay off status. The date of lay off (for determining whether or not two [2] years have elapsed) shall not be affected by such recall and return to lay off.
- (k) During the two (2) year period the same right of competition shall be open to all laid off employees as is open to all other members of the Bargaining Unit. Notwithstanding the provisions of Article L10.7 (j), the trial period set out in Article L11.3 shall apply where the laid off employee is appointed to a higher level position than the one held at the time of lay off.

- (l) A laid off employee who fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause, shall be deemed to have refused recall and to have no further rights of recall.
- (m) A laid off employee must repay any severance allowance paid or the employee cannot be recalled (repayment will be made upon successful completion of any trial period).

L10.8 No New Employees - Recall

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

L10.9 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of illness, accident, lay off of two (2) years or less, or leave of absence approved by the Employer. An employee shall lose all seniority rights only in the event that:

- (a) the employee is discharged for just cause and is not reinstated;
- (b) the employee resigns in writing;
- (c) the employee is absent from work in excess of three (3) working days without sufficient cause and without notifying the Employer, unless such notice was not reasonably possible;
- (d) the employee fails to return to work within seven (7) calendar days following a lay off and after being notified by registered or certified mail to do so, unless through sickness or other just cause;
- (e) the employee is laid off for a period longer than two (2) years.

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

L10.10 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside the Bargaining Unit, the employee shall retain seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee returns to the Bargaining Unit within twelve (12) months, the employee shall be assigned to a job in a manner consistent with seniority held. Such return shall not result in the lay off or bumping of an employee holding greater seniority.

L10.11 Notwithstanding Clause 10.10, if an employee is the successful candidate for a position outside the Bargaining Unit, the employee shall have the right to return to the former position in the Bargaining Unit without loss of seniority for forty (40) working days.

L10.12 Change of Address

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



## **L11.00 POSTING AND FILLING POSITIONS**

### **L11.1 (a) Job Postings**

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing. In addition to notifying the Union they shall post all internal and external CUPE 1321 positions on the Renfrew County District School Board website and post the notice of the position in all the buildings of the Employer on the bulletin boards in each building designated for the said purpose (one bulletin board for each building). The notices shall be posted for a minimum of five (5) business days in order that all members will know about the position and be able to make written application therefore.

In the event of a vacancy or additional hours increasing a part-time position by more than five (5) hours per week, the position shall be posted. The successful candidate must accept all the additional hours posted. In the event that additional hours do not result in the change of a part-time position by more than five (5) hours per week, the additional hours shall be offered to the most senior qualified part-time employee at the location in case of schools and at the department in the case of an administrative office. If the hours are declined, they shall be offered to the next senior qualified employee. Any hours not taken shall be posted.

In filling the position it is recognized that the Employer may:

1. hire outside the Bargaining Unit when no suitable employee applies in writing within the time prescribed in the posting;
2. appoint from within the Bargaining Unit employees who consent but have not applied.

Both Parties recognize:

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

In making staff changes, transfers, or promotions, appointment shall be made of the most senior applicant who possesses the required qualifications, skills, abilities and experience.

Appointments from within the Bargaining Unit shall be made within twenty-five (25) working days of the posting. An employee will receive the higher salary of either their current position or awarded position fifteen (15) days after appointment if they have not been moved to their new position. The successful candidate shall be moved into their new position within thirty (30) days, unless with mutual consent of the Union.

The Parties also agree that in the event there are no qualified applicants the employer may:

1. appoint from within the Bargaining Unit who consent but did not apply;
2. hire an external applicant

### **(b) Information in Postings**

Such notice shall contain the following information: Nature of position; qualifications; required knowledge and education; skills; hours per week, and rate of pay.

### **(c) Temporary Employees**

Surplus or emergency work may be performed by temporary employees hired for a period not to exceed ninety (90) calendar days or for the duration of the sickness or leave of absence of a member of the Bargaining Unit. For such work the posting requirement will not apply except for positions which are known in advance to be for a period of at least one hundred twenty (120) days.

Temporary employees hired under this section will not accumulate seniority in the Bargaining Unit during the temporary appointment unless they hold a recall right under Article L10.7 (h) or are a current employee. If a temporary employee, who during the temporary assignment, is the successful applicant for a permanent position shall be credited seniority for all hours worked in the temporary assignment at the conclusion of the probationary period. For a predetermined assignment of four (4) months or more a temporary employee shall be entitled to insured benefits pursuant to Article L19.00 or Article L20.00

L11.2 Notification

The Employer agrees to advise the Union of all appointments, hirings, layoffs, transfers, recalls, and termination of employment within the Bargaining Unit.

L11.3 Trial Period

When a permanent employee is the successful applicant to a position with a different classification within the same group or in a higher group level they shall be placed on trial for a period of forty (40) working days. Conditional on satisfactory performance, such trial position shall become permanent after the period of forty (40) working days. In the event that during the trial period the successful applicant proves unsatisfactory or they no longer wish to continue in the position, the employee shall be returned to their former position and income without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and rate of pay without loss of seniority. The Employer need not re-post the vacancy or any others resulting from the reversion. The Employer will fill it with the next ranked applicant or appoint under the terms of Article L11.1 (a). Unless otherwise provided, the foregoing trial period does not apply to any change in position made in accordance with Article L10.7.

An employee who requests to return to their former position during the trial period under this clause shall not be permitted to apply to the same position within twelve (12) calendar months from the time they are returned to their former position, unless the Parties mutually agree otherwise.

L11.4 Pay During Temporary Transfers

(a) When a permanent employee temporarily substitutes in or performs the principal duties of a higher paying position for which a salary range has been established, for a minimum period of five (5) consecutive working days, the employee shall receive the lowest rate in the salary range of the position being performed which provides an increase to the employee's regular rate. When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced until after sixty (60) consecutive working days.

For assignments of less than five (5) consecutive working days, an employee shall be paid their regular rate of pay.

(b) Casual clerical and casual secretarial employees temporarily replacing a permanent position for fifteen (15) or more consecutive days will be paid the minimum rate of pay for said position, so long as they are performing the majority of the duties of the position as determined by the immediate supervisor.

L11.5 Subject to the approval of the Superintendent responsible for Human Resources an employee may be granted a part-time or full-time leave of absence from their position. The following shall apply if the leave is approved.

### Leave of Absence

1. The duration of the leave shall be a minimum of six (6) months, which subject to the approval of the Superintendent responsible for Human Resources, may be extended for another term. The posting requirement will apply for the vacancy.
2. At the expiration of the leave, the original employee resumes the duties of the original position and the leave of absence replacement returns to their previous position or is laid off.
3. The leave of absence replacement, if a current member of the Bargaining Unit, has full rights and privileges of an employee pursuant to this Collective Agreement.

## **L12.00 WAGES**

### L12.1 (a) Pay Days

The Employer shall pay salaries and wages on alternate Thursdays in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages and deductions. Pay adjustments will be made effective at the beginning of the pay period closest to date of the change.

### (b) Effective sixty (60) days following the date of ratification of this agreement:

- (i) Except in extraordinary circumstances, all payments made under the schedule of (a) above shall be made by the method known as "direct deposit".
- (ii) Each employee shall open one account with a Bank or other financial institution which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks, the employee acknowledges that the Board has no liability for a failure to deposit a payment by a date specified in (a) above. The Board shall supply a list of financial institutions which claim to accept electronic fund transfers within the time period that is normal for an electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks.
- (iii) Each employee shall supply a sample voided cheque or Direct Deposit Form from a Financial Institution with proper electronic coding for the account to which salary deposit is to be made. No payments can be made until this information has been supplied.
- (iv) When anytime an employee changes accounts to which salary is to be deposited, the provisions of (iii) apply. Unless an employee moves principal residence from one community to another, a maximum of one (1) change of account for deposit will be accepted in any one school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board Payroll Department at least two (2) weeks before the change is to be effective.
- (v) The Board reserves the right to pay by cheque at any time. The Board reserves the right to pay by cheque if it finds major difficulties with the process or upon three (3)

months advance written notice to the Union where the Board had determined the system must revert to a cheque based system.

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

L12.2 (a) Job Descriptions

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

(b) Review of Job Descriptions

The Joint Job Evaluation Committee will be responsible for reviewing job descriptions and such review shall commence within thirty (30) days of the ratification of this Agreement.

L12.3 Changes in Classification

When the duties in any classification are changed or where the Union and/or an employee feels unfairly or incorrectly classified or when any position not covered by Schedule "A" is established during the term of this Agreement, the matter will be dealt with by the Joint Job Evaluation Committee in accordance with the Parties' Terms of Reference ("Maintaining the Job Evaluation Program").

L12.4 Late Arrival or Early Departure

Time lost through late arrival or early departure may result in corresponding deduction of pay, with a minimum penalty of one-quarter hour.

L12.5 Joint Job Evaluation Committee

The Parties agree to maintain a Joint Job Evaluation Committee with equal representation and participation from the Parties.

The purpose of the committee is to evaluate and set the classification/group positions covered by the Agreement.

The Parties shall each designate one of its representatives to act as co-chairperson.

The Committee members appointed by CUPE Local 1321 shall be granted time off with pay and without loss of seniority for time spent working on the Committee.

The Committee shall meet and operate in accordance with the mutually agreed upon JJEC Terms of Reference – Maintaining the Job Evaluation Program, which may be amended from time to time.

The Gender Neutral Job Evaluation Plan shall be the Plan that was developed for the purposes of Pay Equity. The Committee must act in a fair fashion consistent with the Job Evaluation Plan.

If the Committee cannot reach an agreement on the job rating or the Board does not approve or the Union disagrees with the rating, such dispute may be submitted to the grievance, mediation and/or arbitration procedure within ten (10) working days.

It is understood that no employee will have their wage reduced. However, no further salary increase shall be given to the employee until the salary schedule attains the employee's current job rate.

## **L13.00 HOURS OF WORK**

- L13.1 The normal work week for all employees shall consist of five (5) seven-hour days, from Monday to Friday inclusive.
- (a) The hours of work shall be between 7:30 a.m. and 5:00 p.m. with one (1) hour off for lunch between 11:00 a.m. and 2:00 p.m.
  - (b) Notwithstanding Article L13.1 (a) an employee of the IT Department may have two (2) regular shifts in each normal work week scheduled between 8:00 a.m. and 12:00 midnight with a maximum of one-hour lunch period.

No seven-hour day shall be spread over a period longer than eight hours. These hours including the right to take a one-half hour (1/2) lunch period as opposed to one (1) hour may be amended by mutual consent of the employee and the Employer. There shall be no split shifts.

NOTE: The above provisions with respect to "normal" hours of work shall not be construed as a guarantee of any specified hours of work either per day or per week.

### **L13.2 Summer Schedule**

During the period between July 1st and Labour Day, the work week shall consist of five (5) six and one-half (6.5) hour days between the hours of 7:30 a.m. and 5:00 p.m. with employees being paid for seven (7) hours at their regular hourly rate of pay.

### **L13.3 Variable Year**

The Employer and the Union recognize that some employees within the Bargaining Unit are on a ten (10) month year, some on an eleven (11) month year and the rest on a twelve (12) month year. The Employer agrees to define the working year for each employee and to supply this information to the Union in writing.

### **L13.4 Working Schedule**

A change in the hours and days of work of each employee shall be posted in an appropriate place at least one week in advance.

### **L13.5 Review**

The Employer agrees to review the work requirements in any school prior to reducing the working hours of a member of the Bargaining Unit within that school.

### **L13.6 Break Period(s)**

All employees who work a regular seven (7) hour shift will be permitted two (2) fifteen (15) minute rest breaks each shift. All employees working less than seven (7) hours will be entitled to break time of four (4) minutes for each hour worked. Employees working greater than or equal to five (5) hours per day may take their break time in two (2) periods during the working day and additionally are entitled to an unpaid lunch break. Employees working five (5) hours or less must take their break time in one (1) break during their regular shift and are not entitled to an unpaid lunch break. All breaks will be taken at a time to be decided mutually with the employee and the Supervisor.

L13.7 Shift Premium

Employees required to work shift work, in accordance with Article L13.1(b), shall receive an additional twenty-seven (27) cents per hour for all hours of any shift where fifty (50) percent or more of the hours of the shift fall between 3:00 p.m. and midnight.

**L14.00 OVERTIME**

L14.1 (a) Overtime Defined

All time worked beyond the normal work day, the normal work week or a recognized holiday shall be considered as overtime. All overtime must have the prior approval of the Supervisor.

(b) Calculation of Overtime

Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

L14.2 Overtime

Overtime at the rate of time and one-half (1 ½) the employee's regular hourly rate shall be paid for all work performed on Saturdays, Sundays or over seven (7) hours per day, or over thirty-five (35) hours per week.

On a recognized holiday as described in 16.1, overtime at the rate of time and one-half (1 ½) the employee's regular hourly rate shall be paid for all hours worked in addition to another day off with pay at a time mutually agreeable between the employee and the Employer. In lieu of another day off with pay, the employee may elect to be paid the employee's normal day's wages plus time and one-half (1 ½) for the time worked.

L14.3 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Employer. Banked time accumulated during the year and not taken in time off prior to July 31<sup>st</sup> will be paid out. Overtime shall not be worked for the sole purpose of accumulating hours in order to provide for paid time off.

L14.4 Overtime for Part-Time Employees

Part-time employees working less than seven (7) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including seven (7) hours in the working day. Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on holidays and regular days off.

L14.5 Minimum Call-Back Time

An employee who is called in and required to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rate. Overtime pay does not cover travelling time from the employee's residence to the employee's normal reporting centre.

**L15.00 VACATION WITH PAY**

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

L15.1 A. Twelve Month Full-Time and Part-Time Employees

All full-time employees and part-time employees working twelve (12) months shall be entitled to annual vacation with pay at their regular rates of pay as follows:

- (a) Less than three (3) years - one (1) day per month to a maximum of ten (10) days;
- (b) Three (3) years and over but under ten (10) years - fifteen (15) working days;
- (c) Ten (10) years and over but under fifteen (15) years - twenty (20) working days;
- (d) Fifteen (15) years and over but under twenty (20) years - twenty-two (22) working days;
- (e) Twenty (20) years and over – twenty-five (25) working days;
- (f) Thirty (30) years and over – thirty (30) working days.

For employees in categories (b), (c), (d), (e), and (f) above, no deduction will be made if the employee leaves before the end of August providing the vacation is taken after May 1<sup>st</sup>.

B. Less than Twelve Month – Full-Time and Part-Time Employees

Vacation pay for full time or part-time employees other than those working twelve (12) months will be calculated on the following basis:

- (a) Less than three (3) calendar years - 4% of annual earnings;
- (b) Three (3) calendar years and over but under ten (10) years - 6% of annual earnings;
- (c) Ten (10) calendar years and over but under fifteen (15) years - 8% of annual earnings;
- (d) Fifteen (15) calendar years and over but under twenty (20) years – 8.8% of annual earnings;
- (e) Twenty (20) calendar years and over – 10% of annual earnings;
- (f) Thirty (30) years and over – 12% of annual earnings.

Less than twelve (12) month – full-time and part-time employees' vacation pay will be paid, with each pay period according to the above schedule. Such vacation pay will be separately denoted on the pay stub. As a result, vacation time-off will be without pay and must be pre-approved by the Supervisor and Human Resources.

L15.2 Holidays During Vacation

When any of the Holidays as defined under Article L16.1 fall during an employee's vacation period, no deduction shall be made from the employee's vacation entitlement for that day, provided they have received Holiday Pay.

L15.3 Vacation Pay

Vacation pay shall be at the rate in effect immediately prior to the vacation period.

L15.4 Unbroken Vacation Period

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

L15.5 Vacation Schedules

Employees shall indicate their vacation preferences by April 1st. Vacation Schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer. Where an employee chooses to take vacation in an unbroken block, the vacation may commence immediately following an employee's regularly scheduled days off.

L15.6 Vacation Carryover

Vacation time equivalent to not more than one (1) year's vacation entitlement may be carried forward from one year to the next with the approval of the person designated by the Employer.

**L16.00 RECOGNIZED HOLIDAYS**

L16.1 List of Holidays

The Employer recognizes the following as paid holidays:

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

In lieu of Remembrance Day, one (1) floating holiday shall be granted to each employee who is employed by the Employer on November 1st. This holiday shall normally be taken on a non-instructional day between November 1st and June 30th. The Supervisor's approval shall be obtained and seven (7) days' notice provided before the holiday is taken. This holiday may be split into half days provided these are taken on the employee's last regularly scheduled day or shift prior to Christmas Day and New Year's Day.

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

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

L16.2 Holidays Falling on Weekend

(a) Except as provided in (b) below, when any of the holidays which are specifically named in Article L16.1 as full days fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

(b) When Christmas Day falls on a Saturday or Sunday, the following Monday shall be deemed to be the holiday for the purpose of this Agreement and the following Tuesday shall be deemed for the purpose of this Agreement to be the holiday for Boxing Day.

L16.3 Holidays on Day Off

When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

L16.4 Condition on Payment

In order to be entitled to payment for a holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, unless the employee is absent with pay through illness supported by the certificate of a physician or licentiate of dental surgery, as the case may be, is on approved leave of absence with pay, or is on approved leave of absence without pay not exceeding five (5) working days (except where the absence is without pay due to sick leave being exhausted) or is on approved vacation time off without pay.



L16.5 Part-Time Employees

The number of hours' pay for each holiday set out in Article L16.1 for an employee working less than thirty-five (35) hours per week shall be based on the average number of hours per day said employee works. This average number of hours shall be determined by dividing the number of regular hours said employee worked in the last ten (10) days worked in the period immediately preceding the holiday.

**L17.00 SICK LEAVE**

**REFERENCE CENTRAL TERMS C6.00**

L17.1 Personal Illness

Each employee shall be entitled to salary notwithstanding absence from duty on account of sickness certified to by a physician or on account of acute inflammatory condition of the teeth or gums certified to by a licentiate of dental surgery.

L17.2 Each employee's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year commencing September 1st.

L17.3 Absence due to personal illness for periods of five (5) consecutive days or less and not exceeding a total of ten (10) days in any one year do not normally require medical certification. However, at the Employer's discretion, a medical certificate may be required for any lesser period of absence. For absences in excess of this but three (3) months or less, a certificate or other evidence acceptable as specified in paragraph 17.1 shall be submitted to the person designated by the Employer. If the absence is for a period of more than three (3) months, the Board may request that it be certified by a doctor chosen by the Board at the Board's expense.

L17.4 All payments to employees under the sickness allowance regulations shall be computed on the basis of the rate of regular day's salary such employee is, or would be receiving at the time the absence occurs.

L17.5 Retirement Gratuity

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

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

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

\*A gratuity will be paid only on retirement on a pension as defined in the O.M.E.R.S. regulation or when the employee becomes entitled to a disability pension. To receive the gratuity related to retirement the employee must submit proof to the Human Resources Department within three (3) months after leaving the Board's employ that a pension from O.M.E.R.S. is being received.

This gratuity shall not exceed a maximum of fifty (50) percent of one year's salary at date of retirement.

The formula for calculating the gratuity shall be:

$$\frac{N}{100} \times \% \times \text{Salary 240 days}$$

N - Number of unused accumulated sick leave credit days to a maximum of 240.

% is based on years of service:

10 years - 20%	16 years - 38%
11 years - 23%	17 years - 41%
12 years - 26%	18 years - 44%
13 years - 29%	19 years - 47%
14 years - 32%	20 years - 50% (maximum)
15 years - 35%	Salary = last full year's salary.

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

This gratuity will be paid in one lump sum.

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

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

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

$$\text{days} \times 3N\% \text{ of best salary up to } 50\% \text{ of one year's salary at time of retirement } 240$$

#### L17.6 Severance Allowance

Where an employee has a period of ten (10) or more years of continuous unbroken service with the Renfrew County District School Board and its predecessors, such period ending at the time of termination of employment, the employee shall, on termination of employment, be entitled to severance pay on the following terms:

- (a) the employee will receive five (5) days' pay for each year of service in which at least ten (10) days' sick leave was accumulated;
- (b) the maximum severance allowance shall be a half-year's salary.

### L18.00 LEAVE OF ABSENCE

#### L18.1 (a) Special Leave

Each employee may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of five (5) days in any one year, subject to the

approval of the Supervisor-- such approval or non-approval shall be in writing to the employee concerned. Any such absence shall be chargeable to the employee's special leave account.

Generally, special leave is granted for such reasons as:

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

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

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

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

#### L18.2 Bereavement Leave

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

If more than three (3) days are required to attend the funeral or celebration of life of immediate next-of-kin, the number of days in excess of three (3) shall be chargeable to special leave. If the special leave is used up, then pay shall be withheld for the number of days involved. Special leave granted under this section is subject to the approval of the person designated by the Employer.

One or more of the above days may be deferred for up to a year from the date of passing in order to attend a memorial service, or celebration at a later date.

#### L18.3 Quarantine

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

#### L18.4 (a) Jury Duty

Each employee shall be allowed leave of absence without deduction of salary or sick leave when required to serve on a jury or subpoenaed as a witness in any proceeding to which the employee is not a Party or one of the persons charged. The employee shall pay to the Board

any fee, exclusive of travelling allowances and living expenses that are received as a juror or as a witness.

(b) Court Cases

In the event that an employee, in the execution of duties, is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court with the approval of the Employer. If the employee is not acquitted, a salary deduction may be made at the discretion of the Employer.

L18.5 Accidents Covered by the Workplace Safety and Insurance Act

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

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

L18.6 (a) Pregnancy Leave

(i) Employees who are pregnant and who have been employed by the Employer for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for up to seventeen (17) consecutive weeks commencing on the date requested by the mother to commence leave, or the date of birth (whichever is first).

(ii) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date that the leave is to begin together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by their physician.

(iii) In the event of complications with the pregnancy or because of the birth, still birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the Employer with a certificate from their physician stating the expected date of the child.

(iv) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began. Upon completion of the pregnancy leave an employee may immediately commence Parental Leave. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still birth or miscarriage.

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

(b) Maternity Benefits/SEB Plan

(i) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks

immediately following the birth of their child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

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

(c) Parental Leave

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

(d) General Provisions Applicable to Pregnancy and Parental Leave

- (i) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.

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

#### L18.7 Union Business Leave

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

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

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

### **L19.00 INSURED BENEFITS**

Upon request, the Union shall be provided with current copies of the Master Policies of any insured benefits that are administered by the Board.

L19.1 Health and Dental Insurance Plans, Group Life Plans, and Accidental Death and Dismemberment Plan shall be provided by the established CUPE Education Workers Benefit Trust (CUPE EWBT) in accordance with central language.

#### L19.2 Pension

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

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

#### L19.3 Absence Without Pay

(a) During any authorized leave of absence without pay, benefits may be maintained provided the employee pays 100% of the premiums required for coverage during the absence without pay subject to the terms of the EWBT. The employee shall make the arrangements with the EWBT's administrator for payment of 100% of the premiums.

- (b) An employee on paid sick leave continues insured benefits through the EWBT provided the employee's share of the premiums is maintained. Once an employee begins an unpaid sick leave period, the employee may choose to continue benefits for up to 24 consecutive months, if they maintain 100% of the cost of all premiums, subject to changes to the Terms of the EWBT.

L19.4 Long-Term Disability Insurance

The Employer agrees to administer a long-term disability insurance plan which covers 66.9% of the employee's regular monthly earnings. The Employer's only contribution shall be administration.

L19.5 Employees who are laid off may maintain benefits based on the rules established by the CUPE EWBT.

## **L20.00 PART-TIME EMPLOYEES**

L20.1 Part-Time Employees

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

## **L21.00 TECHNOLOGICAL AND OTHER CHANGES**

L21.1 Training Program

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

L21.2 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than two (2) months, the additional training time shall be a subject for discussion between the Employer and the Union.

L21.3 Technological Changes

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

L21.4 No New Employees

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

L21.5 Monitors

It is agreed and understood that the following shall be implemented:

- (a) The Board will pay any additional cost in excess of that normally paid for by O.H.I.P. and any other medical coverage towards which the Board contributes part or all of the premium cost for any eye examination required by the Board. Payment will be made within thirty (30) days of receipt of a copy of the eye examination report.

- (b) For employees working on a desktop/laptop computer, the Board agrees to pay for any special eyeglasses (contact lenses if medically required and eyeglasses cannot be worn) required by these employees in order to work on any electronic device that the Employer requires employees to use as provided by the Employer.

## **L22.00 GENERAL**

### **L22.1 Union Officers and Committee Members**

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

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

### **L22.2 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **L22.3 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and the employee's rights and duties under it. For this reason the Employer shall within six (6) weeks of signing email an electronic copy to all employees.

### **L22.4 Overtime Meal Allowance**

An employee who is required to work two (2) or more hours overtime immediately prior to, or immediately following a regular seven (7) hour working day shall be provided with a meal allowance of ten dollars (\$10.00). This allowance would also be paid out when an employee works more than seven (7) hours on weekend days or recognized holidays as per 16.1 definition.

### **L22.5 Educational Reimbursement**

The Employer shall pay the full cost of any course(s) of instruction requested or approved by the Employer for an employee who seeks to become better qualified to perform their job. Payment shall be made on successful completion of the course.

### **L22.6 Mileage Allowance**

- (a) Employees who are required by the Employer to use their own automobiles for the Employer's business will be paid mileage as per Board policy. The minimum mileage allowance will be \$2.00 per day when the vehicle is used on the Employer's business
- (b) Upon request and subject to being eligible, the Employer shall sign a T2200 form which is provided and completed by any employee who is required by the Employer to use a personal vehicle to discharge the duties of the position.

### **L22.7 Plural Terms May Apply**

Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.



L22.8 Transfer of Employees

Transfer of an employee at the request of the Employer in excess of thirty-five (35) km from the employee's present location within the County shall be by mutual agreement of the employer and the employee concerned, with no penalty assessed against any employee who declines.

The Employer shall pay all reasonable moving costs of any employee who has been requested to make such transfer within the County, plus a special relocation allowance of up to \$300.00 to help pay for incidental expenses involved.

(No moving allowance will be paid by the Employer where the employee applied for another position or transfer within the County.)

L22.9 Access to Files

Subject to a prior written request for an appointment, each employee shall have supervised access to the employee's personnel file. The appointment shall occur within one (1) week of such request. The employee may elect to bring a designate from the Union to such appointment.

The employee has a right to receive copies of any document on the file.

L22.10 Changes in Agreement

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

L22.11 Inclement Weather

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

L22.12 Criminal Background Checks

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

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

L22.13 Employee Assistance Program (EAP)

An Employee Assistance Program (EAP) for members of CUPE Local 1321 shall be provided by the Board. The cost of such program will be shared on a 50/50 basis between the Employer and the Union.

L22.14 Accommodation/Return to Work and WSIB Meetings

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

L22.15 Labour Management Committee

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

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

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

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

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

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

## **L23.00 TERMINATION**

- L23.1 This Agreement shall remain in force and effect from September 1, 2022 to August 31, 2026, and shall continue thereafter for a further period of one year unless either Party shall give notice to the other not more than three months before the expiration date herein that it desires revisions, modifications or termination of this Agreement at its expiration date.
- L23.2 In the event that either Party does give such notice, the Parties shall meet to negotiate within fifteen (15) days after the giving of such notice, or at a time mutually agreeable to both Parties.

## **L24.00 HARASSMENT**

- L24.1 The parties agree to abide by the Ontario Human Rights Code and its regulations and to recognize the right of the employees to work in an environment free from any form of harassment, and the employer recognizes its responsibility to maintain a harassment and discrimination free workplace.

Dated at Pembroke, this 27th day of June, 2023.

For CUPE Local 1321

*[Signature]*  
Kathy Prescott  
A Cowan  
Janie Campbell  
Orna-Lynn Burgess

For the Renfrew County District School Board

*[Signature]*  
*[Signature]*  
M. Charbonneau  
D. Scott

**SCHEDULE A – WAGES AND CLASSIFICATIONS**

Schedule A - Wages and Classifications	Points	Effective Date				
		Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025	
<b>Group 1</b>						
Start	199-218	\$20.79	\$21.79	\$22.79	\$23.79	
6 Months		\$21.21	\$22.21	\$23.21	\$24.21	
12 Months		\$21.60	\$22.60	\$23.60	\$24.60	
<b>Group 2</b>						
Start	219-238	\$21.61	\$22.61	\$23.61	\$24.61	
6 Months		\$21.96	\$22.96	\$23.96	\$24.96	
12 Months		\$22.35	\$23.35	\$24.35	\$25.35	
<b>Group 3</b>						
Start	239-258	\$22.37	\$23.37	\$24.37	\$25.37	
6 Months		\$22.75	\$23.75	\$24.75	\$25.75	
12 Months		\$23.13	\$24.13	\$25.13	\$26.13	
<b>Group 4</b>						
Secretary - Facility Services	Start	259-278	\$23.17	\$24.17	\$25.17	\$26.17
	6 Months		\$23.56	\$24.56	\$25.56	\$26.56
	12 Months		\$23.94	\$24.94	\$25.94	\$26.94
<b>Group 5</b>						
School Office Assistant - Secondary	Start	279-298	\$23.97	\$24.97	\$25.97	\$26.97
Secretary Elementary - Supervised	6 Months		\$24.34	\$25.34	\$26.34	\$27.34
School Office Assistant - Consultant	12 Months		\$24.69	\$25.69	\$26.69	\$27.69
Accounting Clerk - Payroll						
Receptionist/Purchasing Secretary						
Accounting Clerk II Payable						
<b>Group 6</b>						
Accounting Clerk II - Finance	Start	299-318	\$24.71	\$25.71	\$26.71	\$27.71
Records Assistant	6 Months		\$25.12	\$26.12	\$27.12	\$28.12
Secretary - Adult High School	12 Months		\$25.51	\$26.51	\$27.51	\$28.51
<b>Group 7</b>						
Help Desk Support Specialist	Start	319-338	\$25.52	\$26.52	\$27.52	\$28.52
Secretary - Software Support	6 Months		\$25.94	\$26.94	\$27.94	\$28.94
Secretary - Special Education	12 Months		\$26.31	\$27.31	\$28.31	\$29.31
<b>Group 8</b>						
Secretary - Continuing Education	Start	339-358	\$26.33	\$27.33	\$28.33	\$29.33
	6 Months		\$26.70	\$27.70	\$28.70	\$29.70
	12 Months		\$27.11	\$28.11	\$29.11	\$30.11
<b>Group 9</b>						
Senior Secretary Elementary - No Supervision	Start	359-378	\$31.60	\$32.60	\$33.60	\$34.60
Payroll Clerk II	6 Months		\$31.95	\$32.95	\$33.95	\$34.95
Senior Secretary - Secondary	12 Months		\$32.38	\$33.38	\$34.38	\$35.38
Senior Secretary - Facilities Services						
Software Support Specialist						
Technical Support Specialist						
Buyer						
<b>Group 10</b>						
Elementary Senior Secretary - Supervision	Start	379-398	\$33.87	\$34.87	\$35.87	\$36.87
Financial Accountability Analyst	6 Months		\$34.25	\$35.25	\$36.25	\$37.25
Network Support Specialist	12 Months		\$34.65	\$35.65	\$36.65	\$37.65
School and Office Coach						
<b>Group 11</b>						
Accounting Supervisor	Start	399-418	\$36.16	\$37.16	\$38.16	\$39.16
	6 Months		\$36.55	\$37.55	\$38.55	\$39.55
	12 Months		\$36.92	\$37.92	\$38.92	\$39.92
<b>Group 12</b>						
Network Systems Administrator	Start	419-438	\$38.41	\$39.41	\$40.41	\$41.41
Payroll Supervisor	6 Months		\$38.81	\$39.81	\$40.81	\$41.81
Technical Support Supervisor	12 Months		\$39.20	\$40.20	\$41.20	\$42.20
<b>Group 13</b>						
	Start	439-458	\$42.21	\$43.21	\$44.21	\$45.21
	6 Months		\$42.58	\$43.58	\$44.58	\$45.58
	12 Months		\$43.00	\$44.00	\$45.00	\$46.00
<b>Group 14</b>						
	Start	459-478	\$43.03	\$44.03	\$45.03	\$46.03
	6 Months		\$43.40	\$44.40	\$45.40	\$46.40
	12 Months		\$43.79	\$44.79	\$45.79	\$46.79
<b>Group 15</b>						
Network Support Engineer	Start	479-498	\$43.83	\$44.83	\$45.83	\$46.83
	6 Months		\$44.20	\$45.20	\$46.20	\$47.20
	12 Months		\$44.58	\$45.58	\$46.58	\$47.58

Note 1 - Senior Secretary Elementary Schools. Employed full-time (10 month or 12 month). Only 1 per location.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**The Renfrew County District School Board**

**AND**

**CUPE LOCAL 1321**

**Re: Article 19.4 LTD**

**WHEREAS** the Board proposed an amendment to Article 19.4 in collective bargaining;

**AND WHEREAS** CUPE 1321 did not agree with the proposed amendment

**AND WHEREAS** the Parties recognize the Employer position that the current coverage is less than the stated 66.9% coverage of the Employees regular monthly earnings

Now therefore the Parties agree to all the following;

- 1) Article 19.4 shall remain outstanding awaiting confirmation of the current coverage with a Board provided copy of the plan
- 2) CUPE confirmation that the affected members are aware or had voted on the amendment to the coverage and therefore the change would reflect a 'housekeeping' issue
- 3) The parties shall meet within (21) twenty-one days to review this outstanding proposal

Signed September 21<sup>st</sup> 2022 in Pembroke Ontario

Board

CUPE 1321