



Collective Agreement

Between

***The Renfrew County Catholic District
School Board***

(hereinafter called the "Board")

and

The Canadian Union of Public Employees, Local 1202

(hereinafter called the "Union")

September 1st 2008 to August 31st 2012

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GLOSSARY

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

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

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

"**temporary employee**" is an employee who:

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

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

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

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

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

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

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

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

ARTICLE 1 – RECOGNITION

1.01 - Bargaining Unit

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

1.02 - No Other Agreements

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

ARTICLE 2 - APPLICABILITY OF AGREEMENT ARTICLES

2.01 - Temporary Employees

It is understood by the Parties that the following Articles and Clauses will not apply to temporary employees:

- a) Article 12 - Seniority, save and except for Clause 12.05
- b) Clause 13.04 - Trial Period
- c) Article 14 - Lay-offs and Recall
- d) Article 19 - Sick Leave Provisions
- e) Article 21 - Leave of Absence save and except Clause 21.04 - Compassionate Leave
- f) Article 24 - Insurance Benefits
- g) Article 25 - Pension Plans and Retirement Gratuity

ARTICLE 3 - NO DISCRIMINATION

3.01 - Board Shall Not Discriminate

a) There shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, disability, nor by reason of his or her membership or activity in the Union.

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.01 - Check-Off

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

4.02 - Dues Receipt

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

ARTICLE 5 - INFORMATION

5.01 – Bulletin Boards

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

ARTICLE 6 - RESERVATION OF MANAGEMENT RIGHTS

6.01

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

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

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01 – Representation

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

7.02 - Negotiating Committee

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

7.03 – Time Off for Meetings

a) Negotiating Meetings:

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

b) Other Board Meetings:

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 – Definition

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

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

8.02 – Complaints

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

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

8.03 - Grievance Committee

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

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

8.04 - Written Grievance

The written grievance shall:

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

8.05 - Steps

STEP ONE

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

STEP TWO

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

8.06 – Timelines

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

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

8.07 – Representatives

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

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

8.08 - Arbitration Procedure

- a) Failing satisfactory settlement at Step Two, the grievance may be referred to arbitration within twenty (20) working days after the final reply at Step Two. The Party referring the grievance to arbitration shall notify the other Party forthwith.
- b) The arbitration procedure as it pertains to this collective agreement shall be conducted in accordance with the appropriate subsections of the Ontario Labour Relations Act.
- c) The Party referring the grievance to arbitration shall include the names of three (3) arbitrators for consideration by the other Party. Within fifteen (15) working days of receiving notice of arbitration the receiving Party will advise if there is agreement on any of the suggested arbitrators. If there is not an agreement, then the receiving Party will provide the other Party with the names of three (3) arbitrators. If no agreement can be reached on the appointment of an arbitrator within thirty (30) calendar days, the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator.
- d) With the agreement of the Parties, a Board of Arbitration may be substituted for a single arbitrator. The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two Appointees. If the Appointees cannot agree to a Chairperson within ten (10) working days after the notice is given, the Parties shall request the Minister of Labour to appoint a Chairperson.
- e) The decision of a single Arbitrator or a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both Parties. If there is no majority, the decision of the Chairperson governs.
- f) The single Arbitrator or the Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

g) Each of the Parties to this agreement will pay the fees and disbursements of its nominee to the Arbitration Board, where appropriate, and will share equally the fees and disbursements of the Chairperson or Arbitrator, except that neither Party shall be obligated to pay any stenographic costs incurred without its express consent.

h) The time limits fixed in the arbitration procedure may be extended by written consent of the Parties to this Agreement.

ARTICLE 9 – HUMAN RESOURCES INFORMATION

9.01 - Access to Personnel File

a) Upon giving prior written notice to the Manager of Human Resources Services, an employee shall be allowed to review their personnel file in the presence of the Manager of Human Resources Services or designate. Such access time will be scheduled by the Manager of Human Resources Services. The employee shall have the right to respond in writing to any documentation contained therein.

b) The employee may be accompanied by a Union representative, if the employee requests.

c) An employee shall have the right to obtain copies of any documents in the employee's personnel file.

9.02 - Criminal Background Checks

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

9.03 - Employee Address and Phone Number

a) Upon hire the employee shall provide to the Manager of Human Resources Services the employee's current address and phone number.

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

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01

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

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

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

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

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

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

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

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

ARTICLE 11 - NO STRIKES AND NO LOCKOUTS

11.01

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

ARTICLE 12 - SENIORITY

12.01 – Definition

Effective January 1, 2000, seniority is defined as the length of continuous service in the Bargaining Unit from the most recent date of hire as a permanent employee.

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

12.02 - Seniority List

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

12.03 - Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period for just cause. It is understood and agreed that a lesser standard of discharge shall apply to an employee who has not completed his or her probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment. Lay-off or failure to recall after lay-off of a probationary employee shall not be the subject of a grievance. With the written consent of the Union and of the employee, an additional three (3) months of probation may be granted to a probationary employee whose service has not been satisfactory. Notice of such extension must be given to the Union in writing.

12.04 - Loss of Seniority

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

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

Notwithstanding Clause 12.04 (i), until it is known that there is no reasonable prospect of the employee returning to work, the employee shall not accrue any further seniority until the employee returns to the workplace. The employee shall retain the seniority they had as at the cessation of the 24th consecutive month of absence and the employee shall continue to be recorded on the seniority list.

12.05 – Temporary to Permanent Status

Temporary employees who are hired to a permanent position with the Board shall be credited with seniority from the date of hire as a temporary employee provided that there has not been a break in employment between the temporary position and the permanent position.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 - Job Postings

a) Job Postings for Permanent Vacancies:

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

b) Job Postings for Temporary Vacancies / Assignments:

Subject to permanent employees' recall rights, when a temporary vacancy in a permanent position occurs which is expected to last more than three (3) months or a new position, classified as temporary, is created which is expected to last more than three (3) months, the Board shall post notice of the vacancy or assignment in its offices and schools for a minimum of five (5) working days and shall send a notice of posting to the Union President. The Board may advertise externally at its option.

13.02 - Job Posting Information

The job posting shall contain the following information: nature of position, location, qualifications, job requirements, and salary rate. Those qualifications and job requirements may not be established in an arbitrary, or discriminatory manner.

13.03 - Method of Making Appointments

In filling any posted position under this Agreement, the Board shall base its decision on the applicant's qualifications for the position. If the qualifications are relatively equal, the Board shall select the candidate with the most seniority. It is understood and agreed that the Board will not consider other applicants, unless there are no applicants who are permanent or temporary employees from within the bargaining unit during the time of the posting or unless the permanent or temporary employees from within the bargaining unit during the time of the posting do not have the qualifications for the position. The Board will endeavour to make appointments from within the bargaining unit within ten (10) working days of the closing of the posting.

13.04 - Trial Period

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

13.05 –Temporary Vacancies / Assignments

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

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

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

ARTICLE 14 - LAY-OFFS AND RECALLS

14.01 - Lay-off and Rehiring Procedure

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

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

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

- c) Provided that employees who are on lay-off with recall rights have the qualifications to do the job duties of a vacant position which can be filled by a temporary employee, such employees shall be given preference for such temporary assignments and shall not lose their recall rights as a result of any such assignments. A laid off permanent employee who accepts a temporary employee assignment has not been recalled to a permanent position. The laid off permanent employee shall be treated and compensated as a temporary employee.

It is understood and agreed that accepting and working in a temporary employee assignment will not extend the 24 month period of recall.

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

It is understood and agreed that accepting and working in a temporary employee assignment will not extend the 24 month period of recall.

14.02 - No New Employees

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

14.03 - Notice of Lay-off

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

14.04 - Recall Rights

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

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

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

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

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

14.06 – Surplus to Workplace

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

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

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

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

c) Partial Reduction of Hours

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

- i) to retain the portion of his or her permanent position which was not declared surplus; or
- ii) to follow the procedure outlined in Clause 14.06 (b).

- d) If a permanent employee is displaced by this process, the employee becomes surplus to workplace and shall follow the procedure outlined in 14.06(b).
- e) It is understood and agreed that a permanent employee who has accepted a new position as a result of the surplus to workplace procedure has not been laid off.

ARTICLE 15 - HOURS OF WORK

15.01 - Hours (Work Schedule)

- a) Bishop Smith Catholic High School:
 - i) The total regular caretaking hours at Bishop Smith shall be 367.5 hours per week plus 2.5 hours per week per portable assigned for cleaning by the Board.
 - ii) As part of the above-mentioned hours there shall be a Lead Hand appointed and his or her base weekly hours shall be 40.
 - iii) At Bishop Smith Catholic High School the Board shall have the option of appointing full-time or part-time employees.
- b) St. Joseph's Catholic High School:
 - i) The total caretaking hours at St. Joseph's Catholic High School shall be 142.5 hours per week plus 2.5 hours per week per portable assigned for cleaning by the Board.
 - ii) As part of the above mentioned hours there shall be a lead hand appointed and his or her base weekly hours shall be 40.
- c) Elementary Schools:
 - i) *Caretaker Hours*
 - St. Andrew's, Killaloe: 8 hours per day
 - George Vanier, Combermere: 7 hours per day
 - St. John Bosco, Barry's Bay: 8 hours per day
 - St. Mary's, Deep River 16 hours per day
 - St. Anthony's, Chalk River: 5 hours per day
 - Our Lady of Lourdes, Pembroke: 8 hours per day
 - St. Joseph's, Arnprior: 16 hours per day

- St. Francis of Assisi, Petawawa: 16 hours per day
- Holy Name, Pembroke: 16 hours per day
- Our Lady of Grace, Westmeath:
 - 3 hrs. per day - September to June
 - (plus up to 120 hours maximum from July 1 - August 31).

ii) Assistant Caretaker Hours

- St. John Bosco, Barry's Bay: 4 hours per day
- Our Lady of Lourdes, Pembroke:
 - 3 hours per day plus
 - 0.5 hours per day per portable assigned for cleaning by the Board.

d) Board Office / Warehouse / Alternative School (Pembroke): 8 hours per day

The above three locations shall be considered as one position. In lieu of travel time and travel expenses associated with traveling between and among these locations some additional hours have been added to the above assignment. The required hours and the "in lieu of hours" equate to a total of forty (40) hours per week. The employee assigned to the above position shall not be entitled to any travel expenses pursuant to the Collective Agreement and Board Policy relating to travel between and among these locations.

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

f) Tradespersons, Assistant Tradespersons and Labourers Hours of Work:

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

15.02 - Rest Period

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

15.03 - Lunch Period

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

15.04 - Split Shift

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

ARTICLE 16– OVERTIME

16.01 - Overtime Defined

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

It is understood and agreed Tradespersons, Assistant Tradespersons and Labourers work a two week cycle of eighty (80) hours. Overtime at the rate of time and one-half (1.5) is only paid to the employees in these job classifications for approved hours worked in excess of nine (9) hours per day or in excess of eighty (80) hours in a two (2) week period. With the mutual agreement of the Board and the employee the employee may be compensated with the appropriate hours of time in lieu (1.5 or 2.0) for every hour of overtime worked.

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

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

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

16.02 - Approval

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

16.03 - Reduction of Hours to Compensate for Overtime

Employees shall not be required to reduce his or her regular hours to equalize any overtime worked.

16.04 – Overtime for Part-time Employees

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

16.05 - Call Back Pay

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

ARTICLE 17 - STATUTORY AND BOARD HOLIDAYS

17.01 - List of Holidays

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

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Four hours on the last working day prior to Christmas Day
- Four hours on the last working day prior to New Year's Day
- Remembrance Day (if declared a school holiday by the Ministry of Education).

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

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

17.02 - Holiday Pay

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

17.03 - Holidays on Day Off

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

ARTICLE 18 – VACATION

18.01 - Paid Vacation

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

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

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

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

b) Leave for 20th year of Employment:

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

18.02 - Holidays During Vacation

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

18.03 - Vacation Pay on Termination

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

18.04 - Vacation Outside the Summer Vacation Period

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

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

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

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

18.05 - Replacement for Employees on Vacation

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

18.06 - Replacement of Employees

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

18.07 - Temporary Employees

A temporary employee will receive his or her vacation pay with his or her regular pay cheque at the rate specified by the Employment Standards Act.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 - Sick Leave Defined

Sick Leave means the period of time a permanent employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board.

19.02 - Amount of Sick Leave Credits

Sick Leave Credits shall be earned by full-time permanent employees on the basis of two (2) days for every full month of paid service for a total of twenty-four (24) days for the period September 1st to August 31st. Sick leave credits for part-time permanent employees and for permanent full time employees who work part of a year shall be prorated based on the employee's days of remuneration from the Board and percentage of employment, if applicable.

A permanent employee shall be entitled to an accrual of unused sick leave credits up to a maximum of 250 days for future illness.

19.03 - Deduction from Sick Leave

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

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

19.04 – Notification of Pending Absence / Return and Medical Certificates

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

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

- b) Where the employee is unable to return to work on the expected date previously provided, the employee shall inform the Board at least twenty four (24) hours in advance of the previously expected return to allow the Board sufficient time to secure a replacement, if necessary.
- c) To schedule a return to work after an extended absence where the return date was not confirmed previously, the employee who was absent shall inform the Board at least forty eight (48) hours (two working days) in advance of the expected return to allow the Board to make the necessary arrangements for the employee's return.
- d) Medical Certificates Substantiating Absences:
 - i) The employee shall provide the Board with a medical certificate from a qualified medical practitioner to substantiate sick leave absences in excess of three (3) consecutive working days.
 - ii) Immediately upon the employee's return to the workplace, the employee who is absent in excess of a total of twelve (12) working days (none of which was certified by a qualified medical practitioner) shall provide the Board with a medical certificate from a qualified medical practitioner to substantiate every subsequent day of absence on sick leave during the current year (September 1 – August 31 period). The cost of these certificates shall be the responsibility of the employee.
- e) Medical Certificate Authorizing a Return to Work:

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

19.05 - Sick Leave During Leave of Absence

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

19.06 - Leave of Absence Due to Illness

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

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

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

19.07 - Sick Leave Credit Records

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

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

19.08 - Insurance Plans While on Leave of Absence Due to Illness

a) Subject to the terms and conditions of the Plans, Insurance Plans may be continued during the leave of absence due to personal illness provided the employee belonged to these plans prior to the beginning of the leave of absence.

b) At least two weeks prior to the expiry of the employee's sick leave credits, the employee must inform the Board in writing of his or her intent to retain or not retain membership in any or all the group Insurance Plans and make payment arrangements which are satisfactory to the Board. The premium cost will continue to be shared by the Board and the employee until such time as the employee's sick leave credits are exhausted. When the employee no longer receives remuneration from the Board, the employee must pay 100% of the premium to maintain coverage. Failure to make payment arrangements which are satisfactory to the Board or to honour the payment arrangements will result in the Board cancelling coverage without further notice.

c) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.

19.09 - Workplace Safety and Insurance Board (WSIB)

An employee prevented from performing his or her regular work with the Board as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Act, shall have deducted from his or her sick leave account the difference between the employee's regular salary and the amount determined by the WSIB. This difference will be deducted from the employee's bank of sick leave credits

ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE

20.01 - Pregnancy and Parental Leave under the Employment Standards Act

a) The Board shall grant to each employee pregnancy leave, pregnancy/parental leave or parental leave in accordance with the Employment Standards Act provided the employee is eligible for the said leave under the Employment Standards Act.

b) On request the Board shall make available a copy of the relevant sections of the Employment Standards Act setting out the above leaves.

- c) Each employee who intends to take pregnancy leave, pregnancy/parental leave or parental leave under the provisions of the Employment Standards Act shall give the Board written notice of his or her intention to take such leave and the starting and ending dates of such leave as soon as possible to enable the Board to secure a replacement.
- d) Employees are entitled during pregnancy leave, pregnancy/parental leave or parental leave to retain membership in the pension plans, Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans in which the employee participated prior to taking the leave.
- i) At least two weeks prior to the commencement of his or her leave, the employee must inform the Board in writing of his or her intent to retain or not retain membership in any or all the Plans and make payment arrangements which are satisfactory to the Board. The premium cost of the group insurance plans will continue to be shared by the Board and the employee at the same Board share which was applicable prior to the leave.
 - ii) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.
- e) Employees shall be reinstated following return from pregnancy leave, pregnancy/parental leave or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Board.
- f) During pregnancy leave, pregnancy/parental leave or parental leave, employees shall accumulate seniority.

g) When the statutory period of pregnancy leave, pregnancy/parental leave or parental leave has expired, the employee may be granted, upon application to the Board, a long-term personal leave of absence without pay. During the long-term personal leave of absence, seniority shall continue to accrue. The employee would be responsible for the Board and employee share (100%) of all benefit plan premiums during this period.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 - Eligibility

a) In order to be eligible for leave for Union business, Union and Public Duties, urgent personal business, jury/court witness or quarantine, time off for elections, short-term personal leave without pay and long-term personal leave without pay, the employee shall:

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

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

b) Written requests for Sick Leave or Compassionate Leave are not required except as expressed or implied in this Agreement.

c) Part-time Employees:

The terms of this Article are applicable to part-time employees, prorated to their percentage of employment.

21.02 – Union Business

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

b) Leaves of absence for the purpose of participating in negotiating meetings under Clause 7.03 (a) shall not be included in the count of the above mentioned twenty days (September 1st to August 31st). The Board agrees to pay any employee granted such leave of absence for any regular time lost from work and the Union agrees to reimburse the Board at the rate paid for the replacement.

21.03 - Leave for Union and Public Duties

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

21.04 - Compassionate Leave

A full-time employee shall be eligible for compassionate leave without loss of pay, or deductions from sick leave credits as follows:

- a) Five (5) consecutive working days, or more at the discretion of the Board, except where spanning a holiday, for the death of a spouse, parent or guardian, son or daughter, brother or sister.
- b) Three (3) consecutive working days or more at the discretion of the Board, except where spanning a holiday, for the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild of the employee or the spouse, and for the death of the guardian of the spouse.
- c) One (1) working day, or more at the discretion of the Board, to attend the funeral of an uncle, aunt, niece or nephew of the employee or spouse.

- d) Saturdays and Sundays are not deemed to be holidays in the application of this Article.

21.05 - Urgent Personal Business Leave

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

21.06 - Jury or Witness Leave & Quarantine Leave

- a) Jury or Witness Leave:

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

- b) Quarantine:

Every permanent full-time employee is entitled to his or her salary despite absence from duty in a case where, because of exposure to a communicable disease, the employee is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the employee's duties. The days shall not be deducted from sick leave credits.

21.07 - Time Off for Election

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

21.08 - Short-term Personal Leave Without Pay

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

21.09 - Long-term Personal Leave Without Pay

- a) A permanent employee may apply for long-term personal leave without pay in excess of a maximum of thirty (30) calendar days and not more than twelve (12) consecutive months.
- b) Approval of such requests will be at the discretion of the Board.
- c) The Board shall endeavour to place the employee, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 - Determination of Salaries and Wages

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

22.02 - Pay Days

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

22.03 - Equal Pay for Equal Work

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

22.04 - Casual and Temporary Employee Pay Rates

a) Casual Employee Pay Rate:

The hourly rate of pay for a casual employee shall be the casual employee rate of pay established by the Board for casual employees who are not members of the bargaining unit.

b) Temporary Employee Pay Rate:

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

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 - Job Description

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

b) The Parties agree that the cutting of grass shall not be the responsibility of the Members of Local 1202 save and except for Our Lady of Grace Catholic School in Westmeath. The Parties agree that the co-ordination and scheduling of the cutting of grass shall be the responsibility of the school caretaker in accordance with arrangements made by the Manager of Plant Services or designate.

23.02 - No Elimination of Present Classification

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

23.03 - Changes in Classification

When the duties or volume of work in any classification are changed or increased significantly, or where the Union and/or an employee feels he or she is unfairly or incorrectly classified, or when any position not covered by Schedule A is established during the term of the Agreement, the rate of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to the grievance process. The new rate shall become retroactive to the time the position was first filled by the employee.

ARTICLE 24 - INSURANCE PLANS

24.01 -Board Obligations

With respect to the Insurance Plans set out in this Article, the Board is not the insurer. The Insurance Plans are underwritten by insurance companies and the provisions of the policies issued shall govern each Plan. The Parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All Insurance Plan coverage is subject to the approval of the insurance carrier.

24.02 – Eligibility

a) Permanent Employees (both full-time and part-time):

Subject to the terms and conditions of the LTD Plan, enrolment in the Basic Life/Accidental Death and Dismemberment (AD&D) Insurance Plan and the Long Term Disability Plan is mandatory for all permanent employees. Subject to the terms and conditions of the Plans permanent employees may enroll in the following optional group insurance plans: Extended Health Benefit Plan, Dental Prevention Care Plan, and Optional Life Insurance Plan for employee and/or spouse.

b) Temporary Employees:

Temporary employees are not eligible to participate in any of the Board's group insurance plans.

c) Employees and Retired Employees 65 years of age and older:

Notwithstanding any other Articles and Clauses in this Agreement, employees who are 65 years of age or older and retired employees who are 65 years of age or older are not eligible to participate in any of the Board's group insurance plans.

24.03 - Basic Life/AD&D Insurance Plan

The Board agrees to pay 80% of the premiums for the current Basic Life/AD & D Insurance Plan for all eligible employees.

24.04 - Optional/Spousal Life Insurance Plan

a) Additional life insurance coverage is available for eligible employees and/or spouse and is subject to carrier approval. The employee is responsible for 100% of the premiums.

b) Upon the death of the employee, Spousal Life Insurance coverage ceases. The spouse may convert from the Group Spousal Life Insurance Plan to an individual Life Insurance Plan within the timeline as specified by the carrier.

24.05 - Dental Prevention Care Plan

a) The Board agrees to pay 80% of the premium for the current Dental Preventive Care Plan for all eligible employees.

b) Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Dental Preventive Care Plan (provided that the member belonged to the Plan at the time of his or her death), for a period of two years after the death of the member.

24.06 - Extended Health Benefit Plan

a) The Board agrees to pay 80% of the premium for the current Extended Health Benefit Plan for all eligible employees.

b) Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Extended Health Benefit Plan (provided that the member belonged to the Plan at the time of his or her death), for a period of two years after the death of the member.

24.07 - Long Term Disability Plans

The Board agrees to pay 80% of the premium for the current Long Term Disability Plan for all eligible employees.

24.08 - Enrolment In or Discontinuation of Optional Coverage

a) Subject to the terms and conditions of the Plan(s) an employee who wishes to discontinue any optional insurance plan shall notify the Superintendent of Business Services in writing no later than the fifteenth (15th) day of the month immediately preceding the month in which the employee wishes the optional plan to be discontinued.

b) An employee who elects to discontinue an optional insurance plan may be eligible to re-enroll in the said Plan subject to the terms and conditions of the said Plan. Upon request, the Board shall provide the Employee with a copy of the re-enrollment provisions of the Plan and the necessary forms. An employee who elects to re-enroll in any optional insurance plan must give notice in writing by the fifteenth (15th) of the month immediately preceding the month in which they wish to be re-enrolled.

c) Subject to the terms and conditions of the Plan(s) an employee who waived the Extended Health Benefit Plan or the Dental Prevention Care Plan when they became eligible may only join on the anniversary date of the Plan -- September 1. An employee who wishes to re-enrol in the Extended Health Benefit Plan or the Dental Prevention Care Plan shall notify the Superintendent of Business Services in writing no later than August 15th of his or her intention to re-enrol.

Exceptions to this rule pertain to employees who were covered under a spouse's plan which terminated, or to situations where the spousal coverage through another organization no longer offers comparable benefits. In either of these cases, employees can enroll at any time provided that written application is made within thirty-one days of the change of circumstance. Documentation which substantiates the termination of the spouse's plan or the loss in coverage in the spouse's plan must accompany the written application.

24.09 - Employees on Long Term Disability Participating in Benefit Plans

a) Subject to the terms and conditions of the Plan(s), an employee who is approved for and receiving Long-term Disability benefits may retain membership in any or all of the following Group Insurance Plans for the duration of his or her disability and employment with the Board provided the employee belonged to these Plans at the time of the disability: Basic Life/AD & D, Optional Life, Spousal Life, Long Term Disability, Extended Health, and Dental Insurance Plans.

b) At least two weeks (2) prior to the earlier of the expiry of the employee's sick leave credits or the start of LTD benefits, the employee must inform the Board in writing of his or her intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board. An employee who wishes to discontinue any insurance plan during the leave of absence must follow the procedures outlined in Clause 24.08 – (Enrolment in or Discontinuance of Optional Coverage). Failure to make payment arrangements which are satisfactory to the Board or to honour the payment arrangements will result in the Board cancelling coverage without further notice.

c) The premium cost will continue to be shared by the Board and the employee until the earlier of the expiry of the employee's sick leave credits or the start of LTD benefits. When the employee no longer receives remuneration from the Board, the employee must pay the full premium cost (100%) to maintain participation and coverage under the Group plans.

d) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.

e) Coverage under these Plans will terminate the earlier of the date of termination of employment with the Board, or when the employee attains the age of 65.

24.10 - Leave of Absence Other Than Pregnancy and Parental Leave

a) Subject to the terms and conditions of the Plan(s), an employee who is granted a full or partial leave of absence from the Board may retain membership in any or all of the following Group Insurance Plans provided the employee belonged to these plans prior to the Leave of Absence: Basic Life/AD & D, Optional Life, Spousal Life, Long Term Disability, Extended Health, and Dental Insurance Plans.

(b) At least two weeks (2) prior to the commencement of his or her leave, the employee must inform the Board in writing of his or her intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board. An employee who wishes to discontinue any insurance plan during the leave of absence must follow the procedures outlined in Clause 24.08 (Enrolment in or Discontinuance of Optional Coverage). Failure to make payment arrangements which are satisfactory to the Board or to honour the payment arrangements will result in the Board cancelling coverage without further notice

c) Upon return from the leave, mandatory insurance plans that the employee elected to cancel will be reinstated immediately but it is the responsibility of the employee to request in writing, within 31 days of returning to work, reinstatement of any optional insurance plans that the employee elected to cancel.

d) Coverage under these plans will terminate the earlier of the date of termination of employment with the Board, or when the employee attains the age of 65.

e) Payment Terms

i) Full-time Leave of Absence

Employees on a full Leave of Absence must pay 100% of the premium cost to maintain participation and coverage under the Group Insurance Plans.

ii) Part-time Leave of Absence

For employees on partial Leaves of Absence, the premium cost will continue to be shared by the Board and the employee, pro-rated to the time worked. These employees will have the required deductions taken from his or her pay cheques.

[Example: For a part-time employee working 75% of full-time, the Board shall pay 60% of the premiums for Insurance Plans described in Clauses 24.03 (Basic Life/AD&D), 24.05 (Dental Care Prevention), 24.06 (Extended Health Benefit) and 24.07 (Long Term Disability).]

24.11 - Retirees

a) Subject to the terms and conditions of the Plans the CUPE member who retires from the Board prior to age 65 may retain membership in the following Group Insurance Plans until he or she attains the age of 65, and provided he or she belonged to these Plans at the time of retirement: Basic Life/AD&D, Optional Life, and Spousal Life Insurance Plans.

b) Prior to his or her retirement date, the CUPE member must inform the Board in writing of his or her intent to retain or not retain membership in the Group Life and AD&D Insurance Plans.

c) Eligibility:

To qualify, the CUPE member must be eligible for a pension to commence payment immediately upon retirement, under the provisions of one of the Board's pension plans (OMERS or TPP), or if not enrolled in these plans, has attained the age of 55 prior to his or her retirement.

d) Payment Terms:

It is understood and agreed that:

- i) The retired CUPE member must pay the full premium cost to maintain participation and coverage under the above Plans.
- ii) The retired CUPE member must make payment arrangements which are satisfactory to the Board. Failure to make payment arrangements which are satisfactory to the Board or to honor the payment arrangements will result in the Board canceling coverage without further notice.

e) Coverage

- i) In the event that a CUPE member wishes to cancel one or more of the Group Insurance Plans which the CUPE member is maintaining, the CUPE member must inform the Board in writing of the intent to cancel at least two months before the September 1st billing date.
- ii) Coverage under any of the above-mentioned Plans must be continuous; withdrawal is irrevocable.
- iii) Coverage under the above Plans ceases when the retired CUPE member attains the age of 65 years.

24.12 - Lay-off/Resignation/Termination

Employees who are laid off, who resign or who are terminated may convert any of the above-mentioned insurance plans to an individual policy within 31 days of termination of employment.

24.13 - Change of Carriers

- a) The level of coverage shall not be altered except by mutual written consent of the Parties.
- b) The Board has the right to change carriers providing there are no changes to the administration or coverage of the current plan.

24.14 - Legislation

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

ARTICLE 25 - PENSION PLANS & RETIREMENT GRATUITY

25.01 - Pension Plans

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

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

25.02 - Retirement Gratuity

a) A permanent full or part-time employee shall be eligible for the payment of a retirement gratuity from the Board provided that all the following criteria are met:

- i) the employee has attained the age of fifty-five (55) years of age;
- ii) the employee has retired from the Board as defined by OMERS or the Teachers' Pension Plan Board (or if the employee does not belong to OMERS or TPP, the employee has retired from the Board); and
- iii) the employee has completed ten or more years of continuous service with the Board including years of service with any predecessor boards.

b) Full-time or Part-time Permanent Employees

The retirement gratuity shall be the lesser of the following:

| | | | | | | |
|------------|---|-----------|---|------------------------|---|----------------|
| [TABLE 1] | | | | | | |
| continuous | | 2.4% | | total accumulated | | the daily |
| years | X | (12 month | X | sick leave credits (to | X | rate of salary |
| of service | | employee) | | a maximum of 250 | | |
| | | | | days) | | |

or

| | |
|--|--|
| [TABLE 2] | |
| 50% of annual salary at the date of retirement | |

or

| | | |
|---|---|----------------------|
| [TABLE 3] | | |
| 50% of the number of sick leave credits | | |
| at the date of retirement (as per the | X | daily rate of salary |
| Education Act) | | |

- c) The Board reserves the right to pay a gratuity to employees who may not have sufficient cumulative sick leave.
- d) Gratuity benefits set out in this Clause shall be paid within one (1) year after retirement or as arranged to the mutual satisfaction of the employee and the Board.
- e) In the event of the death of an employee employed by the Board, the gratuity to which the employee would have been entitled under the above shall be paid to the employee's estate.

ARTICLE 26 - SAFETY AND HEALTH

26.01 – Co-operation on Safety

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

26.02 - Health and Safety Footwear

Upon submission of the original receipt(s) on dates satisfactory to the Board, the Board shall reimburse each full-time permanent CUPE Tradesperson and each full-time permanent Assistant Tradesperson with up to \$125.00 per year for Safety Boots purchased for use on the job during that year.

ARTICLE 27 - JOB SECURITY

27.01 - Job Security

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

27.02 - Surplus or Special Work

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

27.03 – Work of the Bargaining Unit

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

ARTICLE 28 - TERM OF AGREEMENT

28.01 – Effective Date

This Agreement comes into force on the date it is ratified by the Board and the Union and expires on August 31, 2012 and shall continue from year to year thereafter without change unless written notice to bargain is given by either Party within the time period of ninety (90) days before the expiry of the term of the Agreement.

28.02 - Amendments

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

28.03 - Notice to Bargain

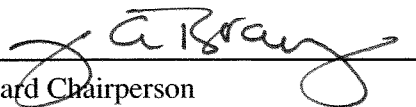
- a) Either party to a collective agreement may, within the period of ninety (90) days before the term of the agreement expires, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the agreement then in operation or to the making of a new agreement.

- b) The parties shall meet within fifteen (15) days from the giving of notice or within such further period as the parties agree.


IN WITNESSETH WHEREOF the Renfrew County Catholic District School Board and the Canadian Union of Public Employees, Local 1202, have signed by his or her duly authorized representatives this 27 day of April, 2009.


**THE RENFREW COUNTY
CATHOLIC DISTRICT
SCHOOL BOARD**


**THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1202**


Board Chairperson


President


Director of Education & Secretary-
Treasurer


Secretary


National CUPE Representative

November 24, 2008.

Date of Board Ratification

November 22, 2008.

Date of CUPE, Local 1202 Ratification

SCHEDULE "A": Wage Scale

| Position Classification | Hourly Rate | | | |
|------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| | Sept. 1, 2008 (3.0% increase) | Sept. 1, 2009 (3.0% increase) | Sept. 1, 2010 (3.0% increase) | Sept. 1, 2011 (3.0% increase) |
| Lead Hand | 17.16 | 17.67 | 18.20 | 18.75 |
| Senior Caretaker | 16.66 | 17.16 | 17.67 | 18.20 |
| Caretaker | 16.02 | 16.50 | 17.00 | 17.51 |
| Assistant Caretaker | 13.59 | 14.00 | 14.42 | 14.85 |
| Tradesperson | 18.56 | 19.12 | 19.69 | 20.28 |
| Assistant Tradesperson | 15.92 | 16.40 | 16.89 | 17.40 |
| Labourer | 13.53 | 13.94 | 14.36 | 14.79 |

Note: Save and except for the Board's secondary schools the Board agrees that where three or more caretaking employees work in one school, one of the said employees shall be appointed Senior Caretaker.

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

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

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

LETTER OF UNDERSTANDING #1: Clothing Allowance

Commencing September 1st 2009, the Board agrees to pay annually a one hundred dollar (\$100.00) clothing allowance to all permanent full-time staff and fifty dollars (\$50.00) to all permanent part-time staff. To be entitled to the clothing allowance permanent staff must be in the employment of the board on September 1st of each year and not on a leave of absence (excluding Pregnancy & Parental Leave and Vacation).

LETTER OF UNDERSTANDING #2: Labour Management Consultative Committee

The Board and the Union agree to establish a Labour Management Consultative Committee to discuss matters related to the PDT agreement. The Committee will be comprised of three (3) representatives from each Party and shall meet at a mutually acceptable time and place.

LETTER OF UNDERSTANDING #3: Professional Development and Training

The Board and the Union acknowledge the important skills and expertise that education support workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

The Board and the Union agree that:

- Valuable professional development and training is informed by research and done in partnership with colleagues;
- Members of the Bargaining Unit shall participate in Board-directed professional development and training scheduled during the work day.

The Board and the Union note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a one-time \$17 million allocation in the GSN in 2008-09 to enhance professional development and training opportunities for education support workers.

The allocation of a CUPE Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training for Education Support Workers in the GSN shall be the ratio between the CUPE Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the funds provided by the Ministry of Education.

The Board shall share the financial analysis and calculations of this allocation with the local CUPE Bargaining Unit.

The total Board's estimated funding is \$41,235 subject to 2008-2009 revised estimates due December 12, 2008. The Unit's estimated share is \$7,006 ($33.66/198.11 \times \$41,235$) based on the ratio between the CUPE Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements.

The Board and the Union agree that Professional Development and Training will be discussed at the Labour Management Consultative Committee to provide the CUPE Bargaining Unit opportunities to provide input into professional development and training, including the use of the above-mentioned funding enhancement by the Board which must be fully used to provide additional professional development and training in 2008-09 and/or 2009-10 for CUPE members.

LETTER OF UNDERSTANDING #4: Staff Funding Enhancement for the 2009-10 Custodial/Maintenance Staff (School Operations)

The Board and CUPE agree to have a yearly local Board-Bargaining Unit conversation to identify one board-wide project that would contribute to the public's positive perception of the quality of Board properties, contingent on resources available to the School Board.

The Board and CUPE note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square metre by \$1.41.

The Board must apply this enhancement in 2009-10 up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in Custodial / Maintenance / Skilled Trades / Building Security Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial / Maintenance Staff / Skilled Trades / Building Security in 2009-10 up to the value of the Board's share of this new allocation.

The Board shall share the financial analysis and calculations of this allocation with CUPE.

The Board's estimated share of this funding enhancement as per Ministry of Education Memorandum B10 is \$93,137 for 2009-2010; \$92,225 for 2010-2011; \$91,408 for 2011-12; and \$90,636 for 2012-2013. The parties will review the financial analysis and calculations of this allocation in the Labour Management Committee.

LETTER OF UNDERSTANDING #5: Group Benefits and Other Working Conditions

The Board and CUPE have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks), effective in 2010-11, to enhance group benefits and other working conditions for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.

Boards must spend no less than their allocated amount under this \$33 million enhancement.

The CUPE Local's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.

The Board shall share the financial analysis and calculations of this allocation with the CUPE local Bargaining Unit.

The total Board's estimated funding is \$80,029 subject to October 31, 2008 enrolment which is due to the Ministry of Education by December 31, 2008 and the 2008-2009 Financial Statements which are due to the Ministry on November 13, 2009. The Unit's estimated share is \$4,905 ($33.97/554.20 \times \$80,029$) which is based on the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and nonunionized employees as reported in the 2008-2009 Financial Statements.

The parties will use the Labour Management Committee to determine the improvement to Group Benefits effective for September 1, 2010. As of November 19, 2008 CUPE has advised the Board that the priorities for improvements are vision care and improvements to the dental plan coverage.

The Board and CUPE agree to meet no later than January 2010 regarding the allocation of these funds.

LETTER OF UNDERSTANDING #6: Enhancements arising from Other Educational Support Worker PDT Agreements

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Canadian Union of Public Employees have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another educational support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

LETTER OF INFORMATION: OMERS Contributory Earnings

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

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

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

OMERS Contributory Earnings

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

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of an ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);

- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When lump-sum payments for unused sick days or vacation time are included as contributory earnings, the retirement date and the credited service must also be extended by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

