



RCJTC

Renfrew County Joint
Transportation Consortium

CUPE • SCFP

Canadian Union of Public Employees

Syndicat canadien de la fonction publique

Collective Agreement

Between

The Renfrew County Joint Transportation Consortium
(hereinafter called the "Employer")

and

The Canadian Union of Public Employees, Local 1321-01
(hereinafter called the "Union")

EFFECTIVE FROM

September 1st 2022 to August 31st 2026

2022-2026 COLLECTIVE `AGREEMENT INDEX
(RCJTC & CUPE Local 1321-01)

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ARTICLE 1 – RECOGNITION

1.01 Classification

The Renfrew County Joint Transportation Consortium recognizes CUPE Local 1321-01 as the sole bargaining agent for all employees save and except for the General Manager, the Assistant General Manager, the Administrative Assistant, students employed during the school vacation period and students employed in co-operative education programs.

1.02 Limitations

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

1.03 No Other Agreements

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

1.04 Freedom of Complaint

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

1.05 Work of the Bargaining Unit

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

ARTICLE 2 – MANAGEMENT RIGHTS

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

2.02 The Union therefore recognizes that, without limiting in any way the generality of Article 2.01, it is the exclusive function of the Employer to:

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

- d) generally, administer and manage all the affairs of the Employer.

ARTICLE 3 - MEMBERSHIP AND DEDUCTION OF DUES

3.01 Membership

As a condition of employment, all present employees who are members of the Union as of the signing of this Agreement shall remain members of the Union. All future employees, as a condition of employment, shall become and remain members of the Union after successful completion of the probationary period as specified in Article 10.02.

3.02 Deduction of Dues

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

The procedure shall be:

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

3.03 New Employees

The Employer agrees to provide new employees with an electronic copy of the Collective Agreement, a reference to Article 3 (Membership and Union Dues) and the contact information for the Union President and for the local Union representative.

ARTICLE 4 – CORRESPONDENCE

4.01 Correspondence and Notice

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

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

References to correspondence in writing for the purpose of this Collective Agreement shall include email correspondence.

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

4.03 Contact Information

The Employer shall provide the Union President and the local Union representative with the contact information for the RCJTC President.

The Union shall provide the Employer with the contact information for the President of the Union or designate and the local Union representative.

ARTICLE 5 – BARGAINING COMMITTEE

5.01 Establishment and Function

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

5.02 Composition of the Bargaining Committee

The Bargaining Committee shall consist of not more than three (3) representatives appointed by the Employer and not more than three (3) members appointed by the Union who have completed their probationary period. It is understood and agreed that the Union will endeavour to have a member on the Bargaining Committee who is employed by the RCJTC.

5.03 Meetings of the Committee

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

5.04 Time Off for Meetings

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

The Bargaining Committee shall be entitled to two (2) days off from work without loss of remuneration to preview and prepare proposals for the renewal of the Collective Agreement, and the Union shall reimburse the Employer the wages of employees granted leave under this provision.

5.05 Technical Information

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

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

ARTICLE 6 – GRIEVANCES

6.01 Definition

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

6.02 Grievance Committee and Stewards

The Union shall appoint or otherwise select a Grievance Committee which shall be composed of one steward who has completed their probationary period and the Union President or designate. It is understood that the Union will endeavour to have a steward who is employed by the RCJTC. The names of the Grievance Committee shall be given to the Employer in writing, and the Employer shall not be required to recognize any such person until so notified.

6.03 Duties of Stewards

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

6.04 Permission to Leave Work

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

- a) The Union recognizes that stewards are employed to perform full-time work for the Employer.
- b) The Employer recognizes that a steward may leave work during working hours to carry out duties under this Agreement provided that permission has first been obtained from the General Manager.
- c) An aggregate of one (1) hour per week to a maximum of fifty (50) hours per year of working time may be used by the stewards to carry out their duties as stewards under the terms of this Agreement, such time to be

recorded by the General Manager and reported to the person designated by the Employer and the Secretary of the Union.

- d) A steward must not be hindered, coerced, restricted or in any way interfered with while carrying out duties under the terms of this Agreement.
- e) Where the steward considers that the General Manager has unreasonably withheld permission, or where the General Manager considers that the steward is using an unreasonable amount of time in the performance of steward duties, the two Parties shall attempt to arrive at a mutually satisfactory solution of the problem.
- f) The steward shall not suffer any loss in pay as a result of performing duties as steward during regular working hours under the terms of this Article.

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

6.06 Grievance Procedure

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

Step No. 1

The aggrieved employee shall present the grievance in writing to the General Manager. The employee shall be assisted by the steward. The General Manager shall reply in writing within five (5) working days of the receipt of the grievance. If the General Manager's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

Step No. 2

Within ten (10) working days after the decision is given under Step No. 1, the aggrieved employee may submit the grievance to the RCJTC President or designate. The employee, assisted by the Union President or designate, shall meet with such persons, as the RCJTC President or designate may desire to consider the grievance. Such meeting will be held within ten (10) working days.

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

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

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

6.09 Failure to Act Within Time Limits

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

6.10 Employer Grievances

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

6.11 Union Policy Grievance

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

6.12 Mediation

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

ARTICLE 7 – ARBITRATION

7.01 Any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 6 and which has not been settled, will be referred to a Sole Arbitrator at the written request of either of the Parties hereto.

7.02 Within ten (10) working days of the request by either Party for arbitration, each Party shall notify the other in writing of its three choices for Sole Arbitrator.

- 7.03** Should the Parties fail to agree on a Sole Arbitrator within fifteen (15) working days of the notification mentioned in 7.02 above, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Sole Arbitrator.
- 7.04** The decision of the Sole Arbitrator shall be final and binding and enforceable on all Parties, but in no event shall the Sole Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Sole Arbitrator shall have the power to dispose of a discharge or a discipline grievance by any arrangement which the Sole Arbitrator deems just and equitable.
- 7.05** Each of the Parties to this Agreement will jointly bear the expenses of the Sole Arbitrator.
- 7.06** The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent in writing or by email exchange of the Parties to this Agreement.
- 7.07** At any stage of the grievance or arbitration procedure, either Party may at its own expense, including reimbursement of any loss in pay to any employee, have the assistance of the employee(s) concerned as witness(es) and any other witnesses, and all reasonable arrangements will be made to permit the arbitrators to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 7.08 Disagreement on Decision**
If within thirty (30) days of a decision having been handed down by the Sole Arbitrator, there is disagreement as to the meaning of the decision, on application by either Party, the Sole Arbitrator shall, as soon as possible and in any event within twenty (20) days, arrange to clarify the decision.
- 7.09 Definition of Working Day**
Working day as used in Articles 6, 7 or 8 of this Agreement, shall mean a day other than Saturday, Sunday or recognized paid holiday.
- 7.10** The Employer and the Union recognize the right of either Party to refer a grievance to a single arbitrator in accordance with the applicable section of the *Labour Relations Act* of Ontario. If either Party opts for this alternative, it will advise the other Party of its intention within twenty (20) working days of the Employer's written decision at Step 2 of the grievance procedure.

ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE PROCEDURE

8.01 Warnings

Whenever the Employer deems it necessary to discipline an employee who has completed the probationary period in a manner indicating that dismissal may follow, the Employer shall at the time of discipline give written particulars of such discipline to the President of the Union, with a copy to the employee involved.

8.02 Discharge and Suspension Procedure

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

8.03 Discharge Cases

A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the RCJTC President or designate at Step No. 2 of the grievance procedure within ten (10) working days after the employee ceases working for the Employer. Failing agreement at Step No. 2 of the grievance procedure, the matter may be submitted to a Sole Arbitrator as defined in Article 7 within twenty (20) working days. Such special grievances may be settled by:

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

This Article shall apply if the probationary employee is released for reasons which are arbitrary, discriminatory, or in bad faith.

8.04 Adverse Report

Where the Employer places on record a written report which may adversely affect an employee's standing or advancement, the employee shall be supplied with a copy of such report prior to such a report being placed on the employee file. The report shall be dated and shall delineate the nature of the inadequacy of the employee's performance along with other pertinent aspects of the situation.

Where there is an eighteen (18) month period during which no adverse report has been entered or letter of reprimand issued, all previous detrimental records on the employee shall be destroyed. Notwithstanding the foregoing, if the matter is based on a physical interaction with a student the eighteen (18) month period shall not apply.

ARTICLE 9 – NO STRIKES, NO LOCKOUTS

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

- 9.02** The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, illegal picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 8.03.
- 9.03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step 2 of the grievance procedure.

ARTICLE 10 – SENIORITY

10.01 Definition

Seniority, as referred to in this Agreement, shall mean the length of continuous service in the employ of the Employer from July 24, 2012 plus for any employees continuously employed by the RCJTC from July 24, 2012 and named in “Appendix A of the Minutes of Agreement”, set out below, their grandfathered seniority.

The Renfrew County Joint Transportation Consortium (RCJTC), CUPE, Local 1321, COPE Local 103, the Renfrew County District School Board and the Renfrew County Catholic District School Board signed (24-Jul-12) Minutes of Agreement which dealt with seniority of transferred employees among other matters.

The formula for continuous service and an example have been set out below.

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

(Total Hours Worked or on Paid Sick Leave / 1820 hours) = Total Years Seniority

Example: Hired September 1st 2010

Works a standard week of 28 hours from September 1, 2010 to August 31, 2011 and a standard 35 hour week from September 1, 2011 to August 31, 2012.

Hours Worked September 1, 2010 to August 31, 2011:

$$52 \times 28 = 1456$$

Hours Worked September 1, 2011 to August 31, 2012:

$$52 \times 35 = 1820$$

September 1, 2010 to August 31, 2011 = $1456 / 1820 = 0.800$ yrs.

September 1, 2011 to August 31, 2012 = $1820 / 1820 = 1.000$ yrs.

Total Seniority (September 1, 2010 – August 31, 2012 = 1.800 yrs.

In the event of a tie in seniority with regards to placement on the seniority list, seniority shall be determined by a lottery. This is to be done in the presence of the Union President or designate and the Employer.

10.02 Probationary Employees

An employee will be considered on probation for the first three (3) months. Under special circumstances and by mutual consent of the parties, the probation period

may be extended. During the probationary period the employee will have no seniority but on completion of probationary service, seniority shall date back to the day on which employment began.

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, or in bad faith.

10.03 Seniority Lists

Seniority lists will be revised annually during the month of September to reflect the seniority of members of the Bargaining Unit at the last pay date in August.

The list will be published showing each employee's job title, group number, name and number of standard hours worked per week, work term, hire date and years of seniority expressed to three (3) decimal places. Copies of the list will be posted in the respective workplace and a copy will be given to the Local Union Representative and a copy to the President. If an employee does not challenge the position of the employee's name on the seniority list within ten (10) working days of the date of posting, the employee shall be deemed to have correct seniority standing.

10.04 Definition of Lay Off

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

10.05 Notice of Lay Off

- a) In the event of a lay off, the Employer will notify the Union within one (1) week of its decision and meet through the Labour Management Committee to review the following:
 - i) the reason causing the lay off;
 - ii) the service the Employer will undertake after the lay off;
 - iii) the method of implementation including the areas of cutback and employees to be laid-off.

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

- b) The employer shall notify, in writing, employees who are laid off in accordance with the termination of employment provisions of Article 10.06 (b).
- c) In Clause 10.05 (b) the times referred to are working days before the lay off is effective. If the employee laid off has not had the opportunity to work during the notice period, the employee shall be paid in lieu of work for that part of the notice period during which work was not made available.

10.06 Termination Notice Requirements

- a) The extent of written notice required by an employee who wishes to terminate employment shall be two (2) weeks.
- b) The extent of written notice required by the employer in the event of termination of employment other than for just cause shall be forty (40) working days.

- c) If the employee terminated has not had the opportunity to work during the notice period, they shall be paid in lieu of work for that part of the period for which work was not made available.

10.07 Lay Off. Bumping and Recall Procedures

- a) Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay off or reduction in the regular hours of work, employees shall be laid-off in reverse order of their seniority within their classification and location, subject to the provisions of Article 10.07 (b)-(f). It is recognized that when one employee displaces another in this process the employee must have more seniority, have the necessary qualifications and must be able to demonstrate the ability to perform the displaced employee's work during the trial period.
- b) In determining the ability of the employee to perform the work for the purposes herein, the Employer shall not act in an arbitrary or discriminatory manner. When an employee displaces another employee, the employee doing the bumping shall:
 - i) be provided with an outline of the duties of the position to be bumped;
 - ii) be placed on a trial period of five (5) working days in the position of the employee being bumped;
 - iii) have a three (3) working day orientation/training period during the trial period with the orientation portion being by the immediate supervisor or a designate.

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

- i) bumped due to reduced hours, the employee shall be returned to the former position held;
- ii) bumped due to redundancy of the former position, the employee shall be returned to the former position if the notice of lay off has not expired or shall be immediately laid off. Where the employee is returned to the position previously held, there shall be no second opportunity to bump associated with the current notice of lay off or with the reduction in hours of work and there shall be no requirement on the Employer to provide any additional notice to the employee of lay off or reduction in the hours of work (the notice previously given shall continue to have effect).

Any employee affected by a bumping which has been negated under the foregoing provision shall be returned to the position held prior to the negated bump occurring.

- c) A probationary employee shall not be allowed to displace any employee.
- d) Bumping will not take place where the employee to be displaced is in a higher pay group than the employee wishing to bump unless:
 - i) the employee wishing to bump had been previously appointed by the Employer to a position in the higher pay group, had completed the trial or probationary period in said higher pay group and had been subsequently moved to a lower pay group as a result of exercising their privilege to bump except where Clause 10.07 (e) (iv) applies.

- ii) The position that the employee previously held in the higher pay group has been reclassified by the Joint Job Evaluation Committee (JJEC) to another higher pay group; then the employee may bump a position in that higher pay group where their position has been reclassified provided fewer than 5 years has elapsed from the time they exercised their privilege to bump.
- e) Subject to 10.07 (d), an employee exercising bumping rights shall be entitled to:
 - i) maintain the annual hours of the reduced position and bump a whole position or positions in the same or lower pay group to restore the annual hours being reduced; or
 - ii) bump a whole position or positions in the same or lower pay group which provides the same annual hours as the position being reduced; or
 - iii) if an employee holds more than one position, all in the same pay group, and hours are reduced in one or more of these positions, the employee can bump into a position(s) of the same pay group or lower, equal to all or a portion of the hours previously held; or
 - iv) if an employee holds more than one position, in different pay groups, and one or more position(s) are affected, the employee can bump into a position(s) equal to all position(s) previously held at the lower pay group only; if the higher pay group was not the position affected then the employee voids their right under clause 10.07 (d).
- f) An employee bumping into a position must be prepared to work the number of hours associated with the position being bumped into.
- g) An employee who intends to exercise bumping privileges as a result of receiving a notice of lay off or suffering a reduction in hours must advise the person designated by the Employer, in writing, within five (5) working days of receiving the notice of lay off or reduction in hours of work that bumping is intended. Within a further five (5) working days, the person designated by the Employer must be informed, in writing, of the position to be bumped. An employee who fails to meet the foregoing time limits loses the privilege to bump.
- h) Subject to the provisions of Articles 10.07 (i) - (m), employees who are laid off shall be recalled in order of seniority provided the time elapsed since lay off does not exceed two (2) years. Laid off employees shall be responsible to check the postings on the Employer web site for vacancies which will be posted a minimum of nine (9) calendar days prior to the expiration date of the posting under Clause 11.01 (a) for a period of up to two (2) years and may apply in writing for any vacancy (within the time limits for application for said position) indicating that an attempt is being made to exercise the right of recall.
- i) Where an employee is being recalled to a position which is not the same as the one previously held, the employee must have the necessary qualifications and must be able to demonstrate the ability to perform the work of the position during the trial period.

- j) Where an employee is being recalled to a position which is not the same as the one previously held, the employee being recalled shall be placed on trial for a period of five (5) working days. In the event that during the aforementioned trial period the employee so placed on trial proves unsatisfactory in the position or is unable to perform the duties of the job classification, the employee shall be returned to lay off status. The date of lay off (for determining whether or not two [2] years have elapsed) shall not be affected by such recall and return to lay off.
- k) During the two (2) year period the same right of competition shall be open to all laid off employees as is open to all other members of the Bargaining Unit. Notwithstanding the provisions of Article 10.07 (j), the trial period set out in Article 11.03 shall apply where the laid off employee is appointed to a higher level position than the one held at the time of lay off.
- l) A laid off employee who fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause, shall be deemed to have refused recall and to have no further rights of recall.
- m) A laid off employee must repay any severance allowance paid or the employee cannot be recalled (repayment will be made upon successful completion of any trial period).

10.08 No New Employees – Recall

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

10.09 Loss of Seniority

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

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns in writing and does not rescind within twenty-four (24) hours;
- c) the employee is absent from work in excess of three (3) working days without sufficient cause and without notifying the Employer, unless such notice was not reasonably possible;
- d) the employee fails to return to work within seven (7) calendar days following a lay off and after being notified by registered or certified mail to do so, unless through sickness or other just cause;
- e) the employee is laid off for a period longer than two (2) years.

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

10.10 Transfers and Seniority Outside Bargaining Unit

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

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

10.12 Change of Address

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

ARTICLE 11 – POSTING AND FILLING POSITIONS

11.01 a) Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing in addition to notifying the Union they shall post all internal and external CUPE 1321-01 positions on the Renfrew County Joint Transportation Consortium web site and post the notice of the position in all the buildings of the Employer on the bulletin boards in each building designated for the said purpose (one bulletin board for each building). The notices shall be posted for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore.

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

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

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

Both Parties recognize:

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

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant having the required qualifications, required skills, experience and the greatest seniority. Appointments from within the Bargaining Unit shall be made within twenty-five (25) working days of the posting.

b) Information in Postings

Such notice shall contain the following information:

- nature of position; qualifications;
- required knowledge and education;
- skills; shift and rate of pay.

c) Temporary Employees

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

Temporary employees hired under this section will not accumulate seniority in the Bargaining Unit during the temporary appointment unless they hold a recall right under Article 10.07(h) or are a current employee. A temporary employee, who during the temporary assignment, is the successful applicant for a permanent position shall be credited seniority for all hours worked in the temporary assignment at the conclusion of the probationary period. For a predetermined assignment of four (4) months or more a temporary employee shall be entitled to insured benefits pursuant to Article 19 or Article 20.

11.02 Notification

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

11.03 Trial Period

The successful applicant shall be placed on trial for a period of forty (40) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty (40) working days. In the event that during the aforementioned trial period the successful applicant proves unsatisfactory in the position or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position and income without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and rate of pay without loss of seniority. The Employer need not re-post the vacancy or any others resulting from the reversion. The Employer will fill it with the next ranked applicant or appoint under the terms of Article 11.01 (a). Unless otherwise provided, the foregoing trial period does not apply to any change in position made in accordance with Article 10.07.

11.04 Pay During Temporary Transfers

When an employee temporarily substitutes in or performs the principal duties of a higher paying position for which a salary range has been established, for a minimum period of five (5) working days, the employee shall receive the grid step of the rate of pay of the assigned position closest to but not less than the employee's normal rate of pay.

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced until after sixty (60) consecutive working days.

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

ARTICLE 12 – WAGES

12.01 a) Pay Days

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

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

b) Direct Deposit

- i) Except in extraordinary circumstances, all payments made under the schedule of (a) above shall be made by the method known as "direct deposit".
- ii) Each employee shall open one account with a Bank or other financial institution which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks, the employee acknowledges that the Employer has no liability for a failure to deposit a payment by a date specified in (a) above. The Employer shall supply a list of financial institutions which claim to accept electronic fund transfers within the time period that is normal for an electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks.
- iii) Each employee shall supply a sample voided cheque with proper electronic coding for the account to which salary deposit is to be made. No payments can be made until this information has been supplied.

- iv) When anytime an employee changes accounts to which salary is to be deposited, the provisions of (iii) apply. Unless an employee moves principal residence from one community to another, a maximum of one (1) change of account for deposit will be accepted in any one school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Employer Payroll Department at least two (2) weeks before the change is to be effective.
- v) The Employer reserves the right to pay by cheque at any time. The Employer reserves the right to pay by cheque if it finds major difficulties with the process or upon three (3) months advance written notice to the Union where the Employer had determined the system must revert to a cheque based system.

12.02 a) Job Descriptions

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

b) Review of Job Descriptions

The Joint Job Evaluation Committee will be responsible for reviewing job descriptions.

- c) The parties agree that they may be represented by equal number of participants when meetings are required under the aforementioned articles. The Employer further agrees that CUPE Local 1321-01 may be represented by members of CUPE Local 1321, and the Employer shall be responsible for reimbursement of lost wages and benefits for Local 1321 members incurred as a result of attending such meetings.

- d) For time spent by the Union's representatives on the Joint Job Evaluation Committee, the Employer, subject to the availability of suitable replacement or replacements, will supply replacement staff when meetings occur on regular school days. The payment of such replacement staff shall be charged to the Employer.

12.03 Changes in Classification

When the duties in any classification are changed or the volume of work is increased or where the Union and/or an employee feels unfairly or incorrectly classified or when any position not covered by Schedule "A" is established during the term of this Agreement, the matter will be dealt with by the Joint Job Evaluation Committee in accordance with the Memorandum of Agreement No. 1 which is attached to and forms part of this Agreement.

12.04 Late Arrival or Early Departure

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

ARTICLE 13 - HOURS OF WORK

13.01 Normal Work Week

The normal work week for all employees shall consist of five (5) seven-hour days, from Monday to Friday inclusive.

The hours of work shall be between 6:30 a.m. and 5:30 p.m. with one (1) hour off for lunch between 10:30 a.m. and 2:00 p.m.

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

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

13.02 Summer Schedule

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

13.03 Working Schedule

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

13.04 Review

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

13.05 Break Period(s)

All employees will be permitted a fifteen (15) minute rest period in each half of the normal scheduled day under Article 13.01, at a time to be decided by the Employer.

ARTICLE 14 – OVERTIME

14.01 Overtime Defined

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

14.02 Overtime Rates

Overtime rates shall apply for work as follows:

- a) On a regular work day: time and one-half after seven (7) hours in any one day for all employees.
- b) On a regularly scheduled day off: time and one-half.

- c) On a recognized holiday as described in 16.01a) List of Holidays: time and one-half plus another day off with pay at a time mutually agreeable between the employee and the Employer. In lieu of another day off with pay, the employee may elect to be paid the employee's normal day's wages plus time and one-half for the time worked.
- d) All time worked on Sunday: time and one-half.

14.03 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Employer. Banked time accumulated during the year and not taken in time off prior to August 31st will be paid out.

14.04 Calculation of Overtime

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

14.05 Overtime for Part-Time Employees

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

14.06 Minimum Call-Back Time

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

ARTICLE 15 – VACATION WITH PAY

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

15.01 a) Full-Time and Twelve Month Part-Time Employees

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

- a) Less than three (3) years - one (1) day per month to a maximum of ten (10) days;
- b) Three (3) years and over but under ten (10) years - fifteen (15) working days;
- c) Ten (10) years and over but under fifteen (15) years - twenty (20) working days;
- d) Fifteen (15) years and over but under twenty (20) years - twenty-two (22) working days;

- e) Twenty (20) years and over but under thirty (30) years - twenty-five (25) working days;
- f) Thirty (30) years and over – thirty (30) working days.

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

b) Part-Time Employees

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

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

Part-time employees' vacation pay will be paid, on a pro-rata basis, with each pay period according to the above schedule. Such vacation pay will be separately denoted on the pay stub. As a result, vacation time-off will be without pay.

15.02 Holidays During Vacation

When any of the Holidays as defined under Article 16.01 fall during an employee's vacation period, no deduction shall be made from the employee's vacation entitlement for that day, provided they have received Holiday Pay.

15.03 Vacation Pay

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

15.04 Unbroken Vacation Period

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

15.05 Vacation Schedules

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

15.06 Vacation Carryover

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

ARTICLE 16 – RECOGNIZED HOLIDAYS

16.01 a) List of Holidays

The Employer recognizes the following as paid holidays:

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

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

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

b) National Day for Truth and Reconciliation

In lieu of National Day for Truth and Reconciliation, one (1) floating holiday shall be granted to each employee who is employed by the Employer on September 30th. This holiday shall normally be taken on a non-instructional day between September 30th and August 31st. The General Manager's approval shall be obtained, and seven (7) days' notice provided before the holiday is taken. This holiday may be split into two (2) half days provided these are taken on the employee's last regularly scheduled day or shift prior to Christmas Day and New Year's Day.

c) Remembrance Day

In lieu of Remembrance Day, one (1) floating holiday shall be granted to each employee who is employed by the Employer on November 11th. This holiday shall normally be taken on a non-instructional day between November 11th and August 31st. The General Manager's approval shall be obtained, and seven (7) days' notice provided before the holiday is taken. This holiday may be split into two (2) half days provided these are taken on the employee's last regularly scheduled day or shift prior to Christmas Day and New Year's Day.

16.02 Holidays Falling on Weekend

- a) Except as provided in (b) below, when any of the holidays which are specifically named in Article 16.01 as full days fall on a Saturday or Sunday and are not

proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

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

16.03 Holidays on Day Off

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

16.04 Condition on Payment

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

16.05 Part-Time Employees

The number of hours' pay for each holiday set out in Article 16.01 for an employee working less than thirty-five (35) hours per week shall be based on the average number of hours per day said employee works. This average number of hours shall be determined by dividing the number of regular hours said employee worked in the last ten (10) days worked in the period immediately preceding the holiday.

ARTICLE 17 – SICK LEAVE

17.01 Personal Illness

Each employee shall be entitled to salary notwithstanding absence from duty on account of sickness certified to by a physician or on account of acute inflammatory condition of the teeth or gums certified to by a licentiate of dental surgery, one and one-half (1.5) days for every working month in the year for a total of eighteen (18) days in any one year.

- 17.02** At the 1st of September of each year, an employee's sick leave account shall be credited with eighteen (18) days of sick leave allowance. At the end of each year's employment, the amount of sick leave credit remaining in an employee's account shall be carried forward up to a maximum of two hundred forty (240) days with any above this amount being kept on record and this credit can be made available in special cases of prolonged illness at the discretion of the Employer.

For gratuity purposes only, a maximum of two hundred forty (240) days sick leave credit shall be recognized.

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

17.04 Absence due to personal illness for periods of three (3) consecutive days or less and not exceeding a total of ten (10) days in any one year do not normally require medical certification. However, at the Employer's discretion, a medical certificate may be required for any lesser period of absence. For absences in excess of this but three (3) months or less a certificate or other evidence acceptable as specified in paragraph 17.01 shall be submitted to the person designated by the Employer. If the absence is for a period of more than three (3) months, the Employer may request that it be certified by a doctor chosen by the Employer at the Employer's expense.

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

17.06 Initial Sick Leave Credit

Where an employee of another Employer or Municipality, save and except another Ontario District School Board or an Ontario School Authority, which has established a sick leave credit plan under any Act of the Province of Ontario becomes an employee of the Renfrew County Joint Transportation Consortium, the employee shall be entitled to have placed to the employee's credit, the employee's unused sick leave in the plan of the Employer or Municipality by which the employee was previously employed up to a maximum of two hundred forty (240) days.

17.07 Retirement Gratuity

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

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

*A gratuity will be paid only on retirement on a pension as defined in the O.M.E.R.S. regulation or permanent disability as certified to by a medical practitioner. To receive the gratuity related to retirement the employee must submit proof to the General Manager within three (3) months after leaving the Employer's employ that a pension from O.M.E.R.S. is being received.

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

The formula for calculating the gratuity shall be:

$N / 240 \text{ days} \times (\% \times \text{Salary})$

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

% is based on years of service:

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

Salary = last full year's salary.

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

This gratuity will be paid in one lump sum.

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

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

17.08 Severance Allowance

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

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

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Special Leave

Each employee may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of one-half (0.5) day per working month in any one year, subject to the approval of the General Manager-such approval or non-approval shall be in writing to the employee concerned. Any such absence shall be chargeable to the employee's special leave account.

Generally, special leave is granted for such reasons as:

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

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

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

Unused Special leave credits will be transferred to an employee's sick leave bank at the end of each year.

18.02 Bereavement Leave

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

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

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

18.03 Quarantine

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

18.04 a) Jury Duty

Each employee shall be allowed leave of absence without deduction of salary or sick leave when summoned for jury selection, required to serve on a jury or

subpoenaed as a witness in any proceeding to which the employee is not a Party or one of the persons charged. The employee shall pay to the Employer any fee, exclusive of travelling allowances and living expenses that are received as a juror or as a witness.

b) Court Cases

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

18.05 Workplace Safety and Insurance Act

Each employee who is injured in the course of duty shall have Workers' Compensation salary awards supplemented from the employee's sick leave account to the limit of cumulative sick leave available. The sick leave account will be charged the time equivalent of the cash supplement. In the event that the employee does not wish to use sick leave credits to supplement Workers' Compensation awards, written notification to that effect must be given to the General Manager at the time the accident is reported.

18.06 Pregnancy / Parental Leave

Leave of absence for pregnancy and/or parental leave shall be granted as per the Employment Standards Act of Ontario. Subsection (a), (b), and (c) are an informational summary of the relevant provisions of the Employment Standards Act. In the event of a conflict between the above subsections and the Pregnancy and Parental Leave provisions in the Employment Standards Act, the provisions of the Act will govern.

a) Pregnancy Leave

- i) If an employee has been in the employ of the Employer for at least thirteen (13) weeks prior to the expected date of birth, the employee is entitled to take an unpaid pregnancy leave for seventeen (17) consecutive weeks following the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- ii) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date that the leave is to begin together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.
- iii) In the event of complications with the pregnancy or because of the birth, still birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the employer with a certificate from their physician stating the expected date of the child.

- iv) The pregnancy leave of an employee ends on the day that is the later of seventeen (17) weeks after the pregnancy leave began or twelve (12) weeks after the birth, still birth or miscarriage. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still birth or miscarriage.

b) Parental Leave

- i) If an employee has been in the employ of the Employer for at least thirteen (13) weeks, the employee is entitled to take an unpaid parental leave for up to sixty one (61) consecutive weeks (if the employee has taken pregnancy leave) or for sixty (63) weeks (otherwise) following the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- ii) The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. In the event that an employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must, within two (2) weeks of stopping work, provide the Employer with written notice of the date the parental leave began. The parental leave begins on the date that the employee stopped working.
- iii) Employees who have taken a pregnancy leave and who wish also to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- iv) Employees who have not taken pregnancy leave are entitled to parental leave of sixty three (63) weeks which must commence within seventy eight (78) weeks of the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- v) Parental leave for employees who have taken pregnancy leave ends sixty one (61) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day. Parental leave for employees who have not taken pregnancy leave ends sixty three (63) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

c) General Provisions Applicable to Pregnancy and Parental Leave

- i) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks written notice.
- ii) An employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks written notice before the earlier date.

- iii) Employees are entitled during pregnancy and parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans and dental plans in which the employee participated prior to taking the leave. For periods of time required under the *Employment Standards Act* the Employer shall continue to make the Employer's contributions for the prescribed benefit plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions during the leave period. Employer contributions shall not extend beyond the designated period.
- iv) Employees shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.
- v) The period of an employee's leave under the statutory Pregnancy and Parental Leave shall be included in calculating any of the following for the purpose of determining their rights under the Collective Agreement:
 - The length of their employment, whether or not it is active employment.
 - The length of the employee's service whether or not that service is active.
 - The employee's seniority.

The period of an employee's leave shall not be included in determining whether the employee has completed a probationary period under the Collective Agreement.

- vi) Leave shall be for the applicable period set out in the Pregnancy and Parental Leave sections of the Employment Standards Act at the written request of the employee.
- d) SEB Plan
- i) The Employer agrees to provide a supplementary employment benefit (SEB) to an employee on pregnancy leave equal to 100% of the normal Employment Insurance benefit to which the employee is entitled. This supplementary employment benefit will apply for the shorter of two (2) weeks or the actual qualifying period for the commencement of the employment insurance maternity benefit.
 - ii) For the eight (8) week period immediately following the birth of the child, the Employer shall top-up benefits as a supplement to the employee's Employment Insurance pregnancy benefit entitlement. The amount of the top-up shall be equal to the difference between the amount of the employee's Employment Insurance pregnancy benefits and ninety-five (95) percent of the employee's regular weekly earnings. For the purpose of this Article, regular weekly earnings shall be based on the employee's regular assignment. If the employee is not entitled to

pregnancy Employment Insurance benefits for the full eight (8) week period immediately following the birth of the child, the top-up benefit payments are only required from the Employer for any period corresponding with the payment of Employment Insurance pregnancy benefits.

18.07 Union Conventions

In any one calendar year, leave of absence with pay for the number of days equivalent to the unexpended balance of time available to stewards for Union duties as provided in Article 6.04 (c) and accumulated during the previous calendar year, shall be granted to the Union for employees elected or appointed to represent the Union at conventions or seminars.

No more than two (2) employees shall be absent at one time and the Union shall request leave thirty (30) days prior to the date of commencing such leave.

18.08 Special Leave Account

- a) At the 1st of September of each year an employee's special leave account shall be credited with six (6) days of special leave allowance.
- b) At the end of each year, prior to the application of (a) above, the amount of special leave credit remaining in an employee's account shall be transferred to the employee's sick leave account. This transfer will be deemed to have occurred prior to the operation of Clause 17.02.
- c) If at any time an employee has used all of the employee's accumulated sick leave allowance, the employee may utilize the employee's special leave allowance for sick leave purposes.

18.09 Long Term Leave without Pay

Subject to the approval of the RCJTC President or designate, an employee may be granted a part-time or full-time leave of absence from their position. The following shall apply if the leave is approved.

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

ARTICLE 19 – BENEFITS

19.01 CUPE Education Workers' Benefits Trust (EWBT)

All contributions shall be maintained as required by the CUPE EWBT.

Appendix A (Benefit Information) to this Collective Agreement sets out:

- (9-Apr-18) Participation Agreement between the RCJTC, the Renfrew County District School Board and the CUPE EWBT; and
- Appendix I, Section C5.00 Benefits (referred to in the (6-Oct-19) Memorandum of Settlement between the Canadian Union of Public Employees, the Council of Trustees Associations and the Crown).

19.02 OMERS Pension

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

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

19.03 Long-Term Disability Insurance

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

19.04 Employee Assistance Program (EAP)

The Employer will provide an Employee Assistance Program (EAP) for members of CUPE Local 1321-01. The cost of such program will be shared on a 50/50 basis between the Employer and the Union.

ARTICLE 20 – PART-TIME EMPLOYEES

20.01 Part – Time Employees

Unless otherwise specified, part-time employees shall receive the conditions of employment specified in this Agreement on a pro-rata basis according to their hours of work plus any applicable terms of the CUPE EWBT.

ARTICLE 21 – TECHNOLOGICAL AND OTHER CHANGES

21.01 Training Program

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

staff to carry on the work of such employee. The pay received by retrained personnel shall be that which applies to the new positions.

21.02 Additional Training

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

21.03 Technological Changes

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

21.04 No New Employees

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

ARTICLE 22 – GENERAL

22.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

22.02 Bulletin Boards

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

22.03 Copies of Agreement

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

22.04 Overtime Meal Allowance

An employee who is approved to work two (2) or more hours overtime immediately prior to, or immediately following a regular seven (7) hour working day shall be provided with a meal allowance of \$10.00. This allowance would also be paid out when an employee works more than seven (7) hours on weekend days or recognized holidays as per 16.01 definition.

22.05 Educational Allowances

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

22.06 Mileage Allowance

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

22.07 Plural Terms May Apply

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

22.08 Transfer of Employees

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

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

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

22.09 Access to Files

Subject to prior appointment, each employee shall have supervised access to the employee's personnel file. The employee has a right to receive copies of any document on the file. The employee also has the right to request the presence of a Union Steward.

22.10 Changes in Agreement

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

22.11 Inclement Weather

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

ARTICLE 23 – TERM OF AGREEMENT AND NOTICE TO BARGAIN

23.01 This Agreement shall remain in force and effect from September 1, 2022 to August 31, 2026 and shall continue thereafter for a further period of one year unless either Party shall give notice to the other not more than three months before the expiration date herein that it desires revisions, modifications or termination of this Agreement at its expiration date.


23.02 In the event that either Party does give such notice, the Parties shall meet to negotiate within fifteen (15) days after the giving of such notice, or at a time mutually agreeable to both Parties.

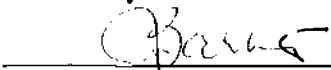
ARTICLE 24- HARASSMENT

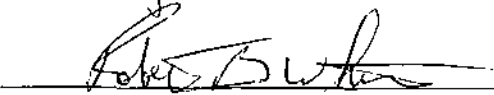
24.01 The parties agree to abide by the Ontario Human Rights Code and its regulations and to recognize the right of the employees to work in an environment free from any form of harassment, and the Employer recognizes its responsibility to maintain a harassment and discrimination free workplace.

Dated at Pembroke this 26 day of April 2023.

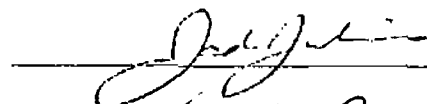
*On behalf of the Renfrew County Joint
Transportation Consortium*

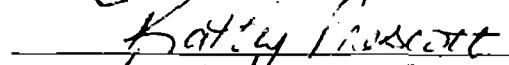


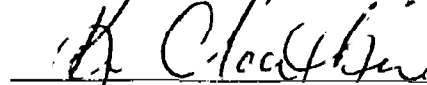




*On behalf of the Canadian Union of
Public Employees, Local 1321-01*







SCHEDULE A: Wages and Classifications

Sept 1 2022 - Aug 31 2026

CLASSIFICATIONS	WAGES September 1, 2022		
	Start	6 Months	12 Months
Transportation Router (Group 7: 319-338 points)	28.80	29.26	29.69
Transportation Supervisor (Group 9: 359-378 points)	35.68	36.10	36.56

\$1.00/hr Increase

CLASSIFICATIONS	WAGES September 1, 2023		
	Start	6 Months	12 Months
Transportation Router (Group 7: 319-338 points)	29.80	30.26	30.69
Transportation Supervisor (Group 9: 359-378 points)	36.68	37.10	37.56

\$1.00/hr Increase

CLASSIFICATIONS	WAGES September 1, 2024		
	Start	6 Months	12 Months
Transportation Router (Group 7: 319-338 points)	30.80	31.26	31.69
Transportation Supervisor (Group 9: 359-378 points)	37.68	38.10	38.56

\$1.00/hr Increase

CLASSIFICATIONS	WAGES September 1, 2025		
	Start	6 Months	12 Months
Transportation Router (Group 7: 319-338 points)	31.80	32.26	32.69
Transportation Supervisor (Group 9: 359-378 points)	38.68	39.10	39.56

\$1.00/hr Increase

MEMORANDUM OF AGREEMENT #1: Joint Job Evaluation Committee

The Parties agree to establish a Joint Job Evaluation Committee with equal representation and participation from the Parties consisting of two (2) representatives from the Employer and two (2) representatives from the local Union.

The purpose of the Committee is to evaluate and set the classification/group for any existing position covered by the Agreement.

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

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

The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and agenda of the meeting at least one (1) week before the meeting. Either party may call a meeting by giving written notice.

The Gender Neutral Job Evaluation Plan shall be the Plan that was developed for the purposes of Pay Equity and that the job evaluation shall be done in accordance with the methodology and practices established at that time. The Committee must act in a fair fashion consistent with the Job Evaluation Plan.

Routine business decisions of the Committee shall be made by simple majority. Job rating decisions shall require a unanimous decision of the full Committee and such decisions shall be forwarded to the Employer and the Local. If the Committee cannot reach an agreement on the job rating or the Employer does not approve or the Union disagrees with the rating, such dispute may be submitted to grievance and arbitration procedure within ten (10) working days.

It is understood that no employee will have their wage reduced. However, no further salary increase shall be given to the employee until the salary schedule attains the employee current job rate. Operation of the Committee shall follow the "Maintaining the Job Evaluation Program" which may be amended from time to time.

Any new rate shall be retroactive to the date of the Advice of Rating Form.

The parties agree that the process of the initial JJEC exercise was completed in 2012 and that the necessary adjustments were made.

MEMORANDUM OF AGREEMENT #2: Contracting Out

The Renfrew County Joint Transportation Consortium and Local 1321-01 of the Canadian Union of Public Employees agree to the following:

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

MEMORANDUM OF AGREEMENT #3: Bargaining Committee, Grievance Committee & Joint Job Evaluation Committee

The parties agree that they may be represented by equal number of participants when meetings are required under the aforementioned Articles. The Employer further agrees that CUPE Local 1321-01 may be represented by members of CUPE Local 1321, and that the Employer shall be responsible for reimbursement of lost wages and benefits for Local 1321 members incurred as a result of attending such meetings.

LETTER OF UNDERSTANDING A: Union's Bargaining Committee Members

For time spent by members of the Union's Bargaining Committee in direct negotiations with the Employer's Bargaining committee, the Employer, subject to the availability of suitable replacement or replacements, will supply replacement staff when meetings occur on regular school days. The payment of such replacement staff shall be charged to the Employer.

LETTER OF UNDERSTANDING B: Criminal Background Checks

The Employer shall collect and manage personal documents and information, including criminal background checks, in a secure manner that provides for confidentiality and privacy for employees.

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

LETTER OF UNDERSTANDING C: For the Purposes of Article 17.06 (Initial Sick Leave Credit), Article 17.07 (Retirement Gratuity), and Article 17.08 (Severance Allowance)

It is understood that service and seniority with the predecessor school boards shall count in determining an employee's rights under these articles.

LETTER OF UNDERSTANDING D: Consultative Committee

The Parties acknowledge that the bargaining unit for CUPE Local 1321-01 is much smaller in size and has many fewer job classifications than CUPE Local 1321. The Parties wish to amend the language in Clauses 10.07 (Layoff, Bumping and Recall) and 10.08 (No New Employees Hired) so that it is a better fit for the smaller bargaining unit.

Either party may make a formal request for a meeting of the Consultative Committee. At the time the written request is made, the requesting Party shall provide any/all documents that they wish to review and discuss. The Parties agree that a meeting of the committee shall be convened within thirty (30) days of the request.

A joint RCJTC | Union Consultative Committee (the Committee) shall be composed of two (2) representatives from the RCJTC and two (2) representatives from the CUPE, Local 1321-01 or designate.

The Committee shall examine the language of Clauses 10.07 and 10.08 and make recommendations for change. The Committee will forward a joint report to the RCJTC and to the Union on or before the commencement of negotiations for the next collective agreement.

APPENDIX A: Historical Benefit Information

Appendix A to this Collective Agreement sets out:

- (9-Apr-18) Participation Agreement between the RCJTC, the Renfrew County District School Board and the CUPE EWBT (5 pages); and
- Appendix I, Section C5.00 Benefits (referred to in the (6-Oct-19) Memorandum of Settlement between the Canadian Union of Public Employees, the Council of Trustees Associations and the Crown) (pages 7-69 to 9-69).