

# COLLECTIVE AGREEMENT

BETWEEN:

THE NIAGARA INSTITUTE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

**JUNE 1, 2019 – MAY 31, 2022**

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## TABLE OF CONTENTS

	<b><u>PAGE</u></b>
<b>ARTICLE 1 – PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 2 – RECOGNITION AND NEGOTIATIONS .....</b>	<b>1</b>
<b>ARTICLE 3 – MANAGEMENT RIGHTS .....</b>	<b>2</b>
<b>ARTICLE 4 – NO DISCRIMINATION.....</b>	<b>2</b>
<b>ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS AND CHECK-OFF.....</b>	<b>2</b>
<b>ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES... </b>	<b>3</b>
<b>ARTICLE 7 – CORRESPONDENCE .....</b>	<b>3</b>
<b>ARTICLE 8 – UNION REPRESENTATION.....</b>	<b>4</b>
<b>ARTICLE 9 – BYLAWS/RESOLUTIONS.....</b>	<b>5</b>
<b>ARTICLE 10 – UNION MANAGEMENT COMMITTEE .....</b>	<b>5</b>
<b>ARTICLE 11 – GRIEVANCE PROCEDURE .....</b>	<b>5</b>
<b>ARTICLE 12 – ARBITRATION .....</b>	<b>7</b>
<b>ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE.....</b>	<b>8</b>
<b>ARTICLE 14 – SENIORITY .....</b>	<b>9</b>
<b>ARTICLE 15 – STRIKE OR LOCKOUT .....</b>	<b>12</b>
<b>ARTICLE 16 – TRAINING AND DEVELOPMENT .....</b>	<b>12</b>
<b>ARTICLE 17 – HOURS OF WORK.....</b>	<b>13</b>
<b>ARTICLE 18 – OVERTIME .....</b>	<b>14</b>
<b>ARTICLE 19 – HOLIDAYS .....</b>	<b>14</b>
<b>ARTICLE 20 – VACATIONS.....</b>	<b>15</b>
<b>ARTICLE 21 – DISABILITY PROVISIONS.....</b>	<b>16</b>
<b>ARTICLE 22 – LEAVE OF ABSENCE.....</b>	<b>17</b>
<b>ARTICLE 23 – SALARY AND ALLOWANCES .....</b>	<b>22</b>
<b>ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION.....</b>	<b>23</b>
<b>ARTICLE 25 – EMPLOYEE BENEFIT PLANS - HEALTHCARE (PARAMEDICAL) .....</b>	<b>25</b>
<b>ARTICLE 26 – TECHNOLOGICAL CHANGE .....</b>	<b>28</b>

**TABLE OF CONTENTS (CONT'D)**

	<b><u>PAGE</u></b>
<b>ARTICLE 27 – SALARIES AND WAGES.....</b>	<b>28</b>
<b>ARTICLE 28 – COMPUTER USE .....</b>	<b>28</b>
<b>ARTICLE 29 – FREEDOM FROM WORKPLACE DISCRIMINATION AND/OR HARASSMENT.....</b>	<b>29</b>
<b>ARTICLE 30 – TERM OF AGREEMENT .....</b>	<b>35</b>
<b>SCHEDULE “A” – WAGES.....</b>	<b>36</b>
<b>SCHEDULE “B” - WAGE GRID (FULL WAGE GRID).....</b>	<b>37</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>38</b>
<b>RE: WORK PROCESS REVIEW COMMITTEE .....</b>	<b>38</b>

COLLECTIVE AGREEMENT

BETWEEN:

THE NIAGARA INSTITUTE  
(HEREINAFTER CALLED THE INSTITUTE)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1287  
(HEREINAFTER CALLED THE UNION)

ARTICLE 1 – PREAMBLE

- 1.01 The purpose of this agreement is to establish mutually satisfactory relations between the Niagara Institute ("Institute") and the members of CUPE Local 1287 ("Bargaining Unit",) to establish satisfactory working conditions, hours of work and wages and to provide machinery for prompt and equitable disposition of complaints/grievances for all employees who are subject to the provisions of this Collective Agreement ("Agreement.").
- 1.02 It is the purpose of both parties to this agreement;
- (1) to maintain and improve harmonious relations and settled conditions of employment between the Institute and the Union,
  - (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment services, etc.,
  - (3) to encourage efficiency in operations, and
  - (4) to promote the morale, well being and security of all employees in the bargaining unit of the union.
- 1.03 These objectives are achieved by recognizing the terms of this agreement and through communications and consultation.

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Institute recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all its employees; save and except Financial Services Administrator/Coordinator, Executive Assistant, Associates Coordinator and persons having the rank of Supervisor and persons above the rank of Supervisor.

2.02 No Other Agreements

It is understood that no employee shall be required or permitted to make a written or verbal agreement with the Institute or its representative which may conflict with the terms of this collective agreement.

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### ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right of the Institute to hire, retire, classify, direct, promote, demote, transfer, lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent provided herein if any of the provisions of the Agreement are violated.

The Union further recognizes the right of the Institute to operate and manage its business in all respects, such as, but not limited to, determining the number and location of the services to be rendered, the methods and work procedures, the instruments and equipment to be used, to assign employees to a work schedule, to increase and decrease the work group and to schedule the work and services to be provided and performed.

### ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Institute and the Union agree that there shall be no discrimination by reason of membership or non-membership in the trade Union as outlined in the current Ontario Labour Relations Act as amended.
- 4.02 The parties agree to abide by the terms of the current Ontario Human Rights Code as amended.

### ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS AND CHECK-OFF

- 5.01 As a condition of the employment, all employees covered by this Agreement, shall become and remain members in good standing of the Union as of the start date of their employment.

5.02 Check-off Payments

The Institute shall deduct from every employee any regular monthly dues or assessments and normal initiation fees levied by the Union on its members.

5.03 Deductions

Dues shall be forwarded to CUPE 1287, located at 133 Front Street North, Thorold, Ontario L2V 0A3, not later than the 20<sup>th</sup> day of the month following the month in which such deduction was made and a list of employees names and classification from whom the deductions have been made will be submitted with the dues cheque.

Dues shall be deducted from each pay starting when an employee becomes a member of the Union as per Article 5.01 and shall be as agreed upon by the Union and can be changed from time to time. The Institute will be notified of such amount or changes by the Secretary Treasurer of the Local.

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#### 5.04 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Institute shall include the amount of the Union dues paid by each Union member in the previous year.

### ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

#### 6.01 Potential Employees

The employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Membership requirements and check-off.

#### 6.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative.

#### 6.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee covered by this Agreement within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at a time mutually agreed upon with employee's supervisor, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership.

### ARTICLE 7 – CORRESPONDENCE

#### 7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the **Director, Business Operations** or designate for the Employer and the Unit Vice-President and President of Local 1287 for the Union.

#### 7.02 Change of Address

It shall be the responsibility of the employees to notify the Institute in writing of any change of address or telephone number. The Institute shall be entitled to rely upon the last address and telephone number furnished by the employees for all purposes. Employee address and telephone number information will be provided to the union when an employee is hired and any changes will be forwarded to the union upon receipt by the employer.

#### 7.03 Permission to Leave Work

Union Stewards must obtain permission from their immediate supervisor to leave their work during working hours to perform their duties under this agreement, which permission shall not be unreasonably refused, having regard for the efficiency of the Institute. Stewards shall not suffer any loss of pay for total time presenting grievances up to but not including arbitration.

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7.04 Bulletin Board

The Institute shall provide a bulletin board to which all employees will have access upon which the bargaining unit may post notices of meetings and such other notices which have been approved by the Institute for posting

7.05 Copy of Agreement

A copy of this agreement shall be issued by the Institute to each employee.

7.06 Use of Institute Facilities

The Institute agrees to provide convenient space where the bargaining unit may keep a filing cabinet for its own use and on an ad hoc basis, will attempt to provide facilities for use by Officers and Steward of the bargaining unit to discuss grievances. It is understood and agreed that this is not a guarantee that meeting facilities will always be available. Furthermore, nothing in this article should be construed as granting permission to meet during working hours, and permission to meet on Institute premises during working hours must be obtained in advance of any meetings.

7.07 Access to Institute Facilities

A Representative of the Canadian Union of Public Employees may have access to the premises of the Institute with notification in advance to the Executive Director of the Institute or their designate. The Bargaining unit agrees that the staff representative will not engage in any activity which has the effect of interfering with the regularly scheduled work of employees except to the extent authorized by the **Director, Business Operations** or their designate.

ARTICLE 8 – UNION REPRESENTATION

8.01 Negotiating Committee

The Institute will recognize a negotiating committee consisting of not more than two (2) employees to be selected by the Union. The Institute agrees to meet with the Union negotiation committee from time to time at mutually agreeable times in order to negotiate a renewal of this collective agreement. The Institute's negotiating committee shall consist of no less than two officials representing the Institute with the authority to speak on behalf of the Institute. Members of the negotiating committee shall not suffer any loss of pay for time spent negotiating with representatives of the Institute.

8.02 Union Steward

The Institute recognizes the right of the Union to appoint a Union Steward from employees to assist the employees in presenting grievances to representatives of the Institute. The Union may designate one steward and one alternate steward to represent employees. The Union shall inform the Institute in writing of the names of the Steward and alternate Steward and the effective date of their appointment.

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8.03 Time-off for Union Duties

The Union acknowledges that the steward has regular duties to perform on behalf of the Institute and that they will not leave such duties without obtaining the permission of their immediate supervisor. This permission will not be unreasonably withheld. Stewards shall not suffer any loss of pay for total time presenting grievances up to but not including arbitration.

8.04 Officers of Bargaining Unit

The Institute recognizes the right of the bargaining unit to appoint officers to conduct the affairs of the bargaining unit and to represent the bargaining unit in matters relating to this agreement. The bargaining unit will advise the Institute in writing of the names of all bargaining unit officers within thirty (30) days of the signing of this agreement and any subsequent changes and will minimally include the President of the local and an alternative.

ARTICLE 9 – BYLAWS/RESOLUTIONS

9.01 Copies of Bylaws/Resolutions

Copies of all resolutions and by-laws adopted by the Niagara Institute that affect or could affect members of the bargaining unit shall be forwarded to the President of the Local and the National Representative within one week of adoption of said bylaw/resolution.

ARTICLE 10 – UNION MANAGEMENT COMMITTEE

10.01 There shall be a Union Management Committee composed of two (2) representatives of the bargaining unit and two (2) representatives of management of the Institute. The function of the committee shall be to discuss matters of mutual interest relating to this agreement or other matters the parties mutually agree to. The Committee will meet when it is deemed necessary by either party. It is understood that the Bargaining Unit Committee members will be paid for time spent at such meetings during their regular working hours.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Definition of grievances

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the collective agreement. When a grievance affects two (2) or more employees, the Union may submit a policy or group grievance on behalf of such employees.

Days in this procedure shall mean working days.

It is the mutual desire of the parties hereto that disagreements of employees shall be dealt with as quickly as possible. If an employee or the union has a complaint/grievance the parties agree to the following procedure;

(i) Step 1 - Verbal

An employee or the union with a complaint shall bring the complaint to the immediate supervisor involved within five (5) days of the occurrence giving rise to the complaint or within five (5) days of the date the employee might reasonably have become aware of such occurrence.

A discussion shall take place between the supervisor and the employee or the union within five (5) days of notification of the complaint. The purpose of the discussion is to informally resolve the complaint. If the complaint has not been resolved within five (5) days of the discussion, then the following shall take place;

(ii) Step 2 - Written

The employee, assisted by a steward, or the union, may submit a written grievance within five (5) days of the discussion in Step 1 to the immediate supervisor involved. The supervisor will deliver the written decision within five (5) days following the date on which the grievance was presented to him/her.

(iii) Step 3 - Grievance Meeting

Within five (5) days following the decision in Step 2 the union or the Institute may request a meeting which shall be composed of two (2) representatives of the union and the Executive Director of the Institute or their designate. The National Representative of the Union may be present at such a meeting if requested by the union. This meeting shall take place within ten (10) days of the request for such meeting, or at a mutually agreed to date.

The Executive Director of the Institute or designate will deliver their decision in writing within five (5) days following the meeting.

(iv) Grievance Mediation Officer

The Institute and the union agree that should a request be made by either party to utilize the services of a Grievance Mediation Officer that the time limits to proceed to arbitration shall be suspended until after the mediation meeting. Should the grievance not be resolved the time limits to proceed to arbitration shall commence the day after the mediation meeting. Any costs associated with the use of the mediation officer's services shall be shared equally by both parties.

(v) Request to Proceed to Arbitration

Failing settlement under the foregoing procedure of any grievance such grievance may be submitted to arbitration as set forth in Article 12. If no written request to arbitration is received within five (5) days of the decision in Step 3, the grievance will not be eligible for arbitration.

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#### 11.02 Policy or Group Grievance

A disagreement or grievance arising directly between the Institute and the Union concerning the interpretation, application or alleged violation of this agreement (which would not normally be grieved by an individual employee), shall be originated under Step 2. Failing settlement under Step 2 within five (5) working days, it may be submitted to arbitration in accordance with Article 11.01 (v). Any grievance by the Institute or the Union as provided in Article 11.02 hereto shall be commenced within five (5) days after the occurrence giving rise to the disagreement or the date the Institute or the Union ought reasonably to have become aware of such occurrence.

#### 11.03 Agreements Reached

All agreements reached under the Grievance Procedure between the representatives of the Institute and the representatives of the Union will be final and binding upon the Institute and Union and the employees.

#### 11.04 Time Limits

Where no answer is given within the time limits specified in the Grievance Procedure, the employee concerned, the Union and the Institute shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance not processed within the time limits specified in the Grievance Procedure shall be deemed to have been abandoned.

#### 11.05 Termination Grievances

A claim by an employee who has completed their probationary period that they have been unjustly discharged/suspended shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 2 of the Grievance Procedure within two (2) working days after the employee ceases to work for the Institute, and the first step of the Grievance Procedure will be omitted in any such case.

Such special grievance may be settled under the grievance and arbitration procedures by:

- (a) confirming the Institute's action in dismissing the employee; or
- (b) reinstating the employee with full compensation and seniority for the time lost; or
- (c) by any other arrangement which is just in the opinion of the parties or the arbitration board if appointed.

### ARTICLE 12 – ARBITRATION

#### 12.01 Nomination of Arbitrator

If the Institute or the Union requests that the grievance as above provided be submitted to Arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) working days thereafter, the other party shall nominate an arbitrator and notify the party requesting Arbitration. The two Arbitrators so nominated shall, within ten (10) days of the

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nomination of the latter of them, attempt to select by agreement a third person to be a member and Chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson, they may request the Minister of Labour for the Province of Ontario to appoint a Chairperson. In the event of default by either party nominating its representatives to the Arbitration Board, the other party may apply to the Minister, who shall have the power to effect such appointment.

12.02 Qualifier

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle this grievance.

12.03 Alteration of Agreement

The Arbitration Board shall not be authorized to alter, modify, or amend any part of the terms of this Agreement, or to substitute any new provisions in lieu thereof, or to deal with any matter that is not a proper subject for grievance under the Agreement, nor to give any decision inconsistent with the terms of the Agreement.

12.04 Submissions to Arbitration

No matter may be submitted to Arbitration which has not been properly carried through the complaint and Grievance Procedure, except that the parties may agree to extend the time limits fixed in both the Grievance and Arbitration Procedure.

12.05 Arbitration Decision

The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees.

12.06 Arbitration Expenses

Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.

12.07 Single Arbitrator

The Institute and the Union may by written agreement substitute a named single Arbitrator for the Board of Arbitration provided for herein and the named single Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discipline Procedure

The Institute shall provide an employee, the President and the Unit Vice-President written notice of any written disciplinary notation to be entered in their personnel file within seven (7) working days of such notation.

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### 13.02 Suspension/Discharge

Whenever the Institute finds it necessary to suspend or discharge an employee, such employee, the President of Local 1287 and the Unit Vice-President shall be advised in writing, outlining reasons for suspension or discharge within five (5) working days following the imposition of the discipline.

### 13.03 Disciplinary Interview

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that, if the employee so desires, they may contact their Union Representative from their Unit to be present at the interview.

### 13.04 Personnel File

All employees shall have access to their personnel files to view performance appraisals and disciplinary notations upon request to the **Director, Business Operations** or their designate and with reasonable notice. If an employee, who has been given a written warning or suspension or other form of formal discipline, maintains a clear record for fifteen (15) months following their last written warning or suspension or formal discipline exclusive of approved leave of absences or extended illness in excess of one (1) month, the employee's record shall be cleared as of the end of such period.

## ARTICLE 14 – SENIORITY

14.01 Seniority is defined as the length of service in the bargaining unit. Seniority shall be maintained but shall not accumulate during leaves of absence due to Article 22.03 and 22.05. Upon return to work seniority shall be adjusted to reflect the absence.

### 14.02 Probation Period

Employees shall be considered probationary and have no seniority rights until they have completed their probationary period. On successful completion of their probationary period an employee's seniority date will be adjusted retroactively to reflect their last date of hire in a bargaining unit position.

The Employer shall have the exclusive right to discharge employees during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or any other employment related legislation.

Given the Employer's need to observe an employee's performance during the probationary period, a leave of absence granted during the probationary period or an absence due to a non-compensable accident shall be deemed to interrupt the probationary period and the probationary period shall be extended by a corresponding period of time.

(a) Probation Period for Salaried Employees

The probation period for salaried employees shall consist of one hundred and twenty (120) days of work with the Institute.

(b) Probation Period for Hourly Rated Employees

The probation period for hourly rated employees shall consist of four hundred and eighty hours (480) of work with the Institute.

14.03 Hourly Rated Work Consideration

Where an employee who is covered by the terms and conditions of this Collective Agreement is hourly rated or has worked as both an hourly rated and salaried employee, seniority for hourly rated service shall be granted on the basis of 1,820 hours of work equals one year of seniority and the employee's start date shall be adjusted accordingly.

14.04 Seniority List

A bargaining unit seniority list shall be posted annually. The Union shall be provided with a copy of the seniority list. A bargaining unit seniority list shall be posted annually on or about 30th January of each year. Thirty (30) days after such posting, the list shall become final with respect to the employees designated therein. An employee who has disputed the accuracy of their seniority date, must do so within such thirty (30) day period.

14.05 Role of Seniority in Lay-Offs

(a) For the purpose of lay-offs and for the purpose of recalling those to work who have been laid off, the following factors shall be considered:

- (i) seniority
- (ii) qualifications, skill, ability and experience.

It is agreed that only where the factors in class (ii) are relatively equal between employees, seniority as herein defined shall govern.

(b) No New Employees

No new employee shall be hired until an employee on lay-off has been given an opportunity of recall provided the laid off employee has the required qualifications, skill and ability to perform the work.

(c) Recall Procedure

Notice of recall to a person shall be good and sufficient if sent by registered mail by the Institute. The date of sending such notice shall be deemed to be the date the employee received such notice.

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#### 14.06 Loss of Seniority

A person shall lose all seniority and shall be conclusively deemed to have terminated employment with the Institute if they:

- (a) voluntarily quits the employ of the Institute; or
- (b) is discharged and such discharge is not reversed through the Grievance or Arbitration Procedure; or
- (c) fails to report to work within ten (10) working days after being notified by the Institute to report for work following lay-off, unless a satisfactory reason is given; laid off employees engaged in alternative employment and who are recalled shall be permitted to give their current employer notice of termination to accept the recall; such notice not to exceed two (2) weeks; or
- (d) is absent due to lay-off of more than twelve (12) months in the case of employees with seniority of more than six (6) months, but less than **ten (10)** years; or
- (e) is absent due to lay-off of more than eighteen (18) months in the case of employees with seniority of more than **ten (10)** years; or
- (f) is severed under Section 23.06 of this agreement; or
- (g) at the end of the month in which the employees retires.

#### 14.07 Seniority Maintained

Seniority will be maintained but shall not accumulate during leave of absence without pay in excess of three (3) months.

**It is understood that an employee on a Leave of Absence provided for under the Employment Standards Act (ESA) will continue to accumulate seniority in accordance with the ESA.**

#### 14.08 Role of Seniority in Promotions

In cases of promotion, qualifications, skill, ability, experience, and seniority shall be considered. Where the above listed factors (except seniority) are relatively equal between applicants, seniority shall be the governing factor.

14.09 After so advising the affected employees in writing of available employee benefits at the time of permanent layoff in accordance with Article 23.06, the Institute agrees to pay its share of premiums for group insurance plans, excluding LTD Insurance, for two (2) months following the month of permanent layoff.

14.10 Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

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## ARTICLE 15 – STRIKE OR LOCKOUT

15.01 The Institute agrees that there will be no lockout of employees, and the Union agrees that there will be no strike during the term of this Agreement. The words “strike” and “lockout” shall bear meaning given to them in the current Ontario Labour Relations Act as amended.

## ARTICLE 16 – TRAINING AND DEVELOPMENT

### 16.01 Financial Assistance

The Institute shall provide financial assistance for staff taking continued education in an approved College or University or any other training or educational institution acceptable to the Institute. The financial assistance shall cover one hundred (100) percent of the fee and costs of books and materials and shall be paid by the Institute in advance if the education program is undertaken at the request of the Institute or if the employee requests participation in the program and the Institute agrees that the program is work-related and of benefit to the Institute and the employee. If an employee requests participation in a program and the Institute believes that the program may be of potential benefit to the Institute and the employee, then the degree of financial assistance shall be determined at that time by the Institute. Payment of fees by the Institute in advance of an educational program which was requested by the employee and is for college or university credit will be considered an interest free loan. If the employee received a passing grade, the loan is forgiven; if the course is completed but failed, 25% must be repaid; if the course is not completed the entire loan must be repaid through payroll deductions. Should the employee leave the Institute before completing the course, the loan must be repaid in full. If the course is not completed and the reason for non completion was not due to illness or hospitalization the loan must be repaid through payroll deductions and completed in one (1) year or less. If the course was not completed due to illness or hospitalization the loan must be repaid but the institute agrees that the payroll deductions can be spread out over a three (3) year period if requested by the employee.

### 16.02 Performance Reviews

Training and development needs/desires of employees will be a specified part of each employee’s annual Performance Review.

### 16.03 Professional Development

The Institute will assist employees in career development by providing appropriate services which are mutually agreed upon as being deemed necessary and reasonable.

### 16.04 Training and Development Plans

**The Institute strives to build and maintain a high-performance organization that provides the support and tools employees need to grow and develop professionally. Up to five (5) days of training and development is possible for each employee annually. The Institute encourages employees to establish a**

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**training and development plan as part of the performance management process.**

16.05 On the Job Training

The Institute will endeavor to provide opportunities for employees to experience and learn jobs to which they aspire at the Institute as the occasion allows both during and after work hours.

16.06 Institute Program Participation

The Institute, where appropriate and practical, will encourage employees to participate in programs run by the Institute.

**ARTICLE 17 – HOURS OF WORK**

17.01 Regular Hours

Office Hours shall be established by the Institute:

- (a) Normal office hours will be 9:00 am to 5:00 pm Monday through Friday inclusive with the provision for one (1) hour off for lunch. Employees may be scheduled an eight (8) hour shift between the hours of 7:00 am and 8:00 pm. Monday through Friday inclusive, with a provision of one (1) hour off for lunch. In order to accommodate client needs and time zone locations, employees start times may be varied from time to time and by mutual agreement. Hours outside of the normal office hours shall be at straight time unless the provisions of article 18.02 are in effect.
- (b) Where employees are assigned to assist in the preparation of programmes, the Employer may adjust the days of work to include Saturdays and Sundays providing that the alternate consecutive days off are substituted. It is understood that for employees required to work a Saturday or Sunday as a regular work day, the hours of work shall be the normal seven (7) hours unless overtime is required.
- (c) When employees are required to work a Saturday or Sunday, the Employer shall provide thirty (30) days prior notice of change in schedule.

17.02 Flex Hours

**In order to achieve and maintain a healthy balance between work, family and social lives, employees shall be able to “Flex” their work hours. Flex hours shall be taken in accordance with the flex-time policy. If an employee requests to flex their hours of work, the supervisor and employee shall work together to accommodate both the business and employees needs.**

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## ARTICLE 18 – OVERTIME

### 18.01 Overtime Policy

It is understood that the Institute's policy is to provide time off or payment for overtime worked by an employee as agreed to in advance by the employee and their supervisor.

### 18.02 Overtime Calculation

Only authorized hours will be considered overtime. Overtime shall be compensated by compensatory time off on an hour for hour basis for each authorized hour worked beyond 35 hours per week and up to 40 hours, after which time overtime will be compensated as compensatory time off at a rate of 1.5 hours for each hour worked in excess of 40 hours in a week.

### 18.03 Voluntary Participation

Overtime is not applicable where attendance at programs or training and development sessions is voluntary.

### 18.04 Reimbursement for Out of Pocket Expenses

Out-of-pocket expenses such as for baby-sitters and meals, related to overtime work, will be reimbursed and should be claimed through the normal expense account procedure.

### 18.05 Recording of Overtime

Overtime worked is to be recorded **within the timesheet system** and is tabulated centrally. It is up to the supervisor and employee to also keep track of the hours worked and to arrange for the appropriate time off or payment.

## ARTICLE 19 – HOLIDAYS

### 19.01 Paid Holidays

(a) The following holidays will be recognized by the Niagara Institute as paid holidays.

New Year's Day *	Civic Holiday (first Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day *
Victoria Day	Boxing Day *
Canada Day *	

- The holiday is observed on the working day preceding or following if these holidays fall on a Saturday or Sunday.

(b) Plus three (3) additional float holidays to be taken during December 27<sup>th</sup> and December 31<sup>st</sup> inclusive.

19.02 Scheduled Work on Holidays

It is the intention of the Institute not to schedule employees to work on the above holidays and employees will be granted the holiday off with pay. If an employee is required to work on any of the above holidays, they shall receive their regular rate plus time off with pay equivalent to (2x) double time for all hours worked on the holiday.

19.03 Holidays During Scheduled Vacation

When any of the above noted holidays fall during an employee's scheduled vacation, the employee shall receive another day off with pay at a time agreed to in advance by the employee and their supervisor.

ARTICLE 20 – VACATIONS

20.01 Length of Vacations, Salaried Employees

- a) The vacation year coincides with the calendar year. A salaried employee shall receive an annual vacation with pay in accordance with employment as follows:

Less than one year	1 1/4 working days per month of employment during that year.
1 year to 5 years seniority	15 working days
6 to 15 years of seniority	20 working days
16 years or more of seniority	25 working days

Employees must take all of their accumulated vacation leave each calendar year (January to December) by December 31 of the same year except for five (5) days which must be taken by May 31 of the succeeding year. Employees are expected to manage their vacation but in the event that the remaining amount of the aforementioned five (5) days cannot be taken by May 31, the Institute will pay it out.

Management will use its discretion in approving vacation requests based on the reasonable requirements of the business. Such approval will not be unreasonably denied.

- (b) Vacation Pay on Termination

Any employee who leaves the Institute with earned vacation leave still not taken, will be entitled to a proportionate payment of salary or wages in lieu of such vacation.

- (c) If employment with the Niagara Institute is terminated, any unearned vacation leave that has been taken will be deducted from the employee's salary at the rate in effect when the leave was taken.

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20.02 Vacation Pay for Hourly Rated Employees

**Hourly rated permanent employees with under 5 years employment will receive four percent (4%) of total wages earned during the pay period paid with each pay cheque.**

**Hourly rated permanent employees with over 5 years employment will receive six percent (6%) of total wages earned during the pay period paid with each pay cheque.**

ARTICLE 21 – DISABILITY PROVISIONS

21.01 (a) Definition

Disability means an illness or non-compensable accident which causes an employee to be disabled from performing substantially all the duties of their regular occupation.

(b) Short Term Disability

An employee who has satisfactorily completed their probationary period, and who gives proof of disability, will be paid in accordance with the following schedule:

Seniority	100%	75%
Less than 119 days	0 weeks	0 weeks
120 days	3 weeks	14 weeks
1 year	5 weeks	12 weeks
2 years	7 weeks	10 weeks
3 years	9 weeks	8 weeks
4 years	11 weeks	6 weeks
5 years	13 weeks	4 weeks
6 years	15 weeks	2 weeks
7 years	17 weeks	nil

Sick pay for hourly rated employees will be paid on their average number of straight time daily hours worked in the preceding six (6) months.

(c) Proof of Illness

A medical certificate will be required by the Niagara Institute for payment of short term disability in excess of five (5) working days.

21.02 Long Term Disability

A Long Term Disability benefit, if applicable under Article 25 of this agreement, for continued disability beyond seventeen (17) weeks will be provided through a Long Term Disability Plan; individuals must meet the qualifying conditions of the plan.

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## ARTICLE 22 – LEAVE OF ABSENCE

### 22.01 Negotiations

In the period six (6) months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee, not to exceed **two (2)** employees shall be entitled to three (3) days off with pay at a mutually agreed upon time to prepare for negotiations.

### 22.02 Union Functions

**Upon written application, employees elected or appointed to attend Union training, conferences and conventions or to conduct the Union's affairs shall be granted leave of absence without pay for the same, provided such leaves can be granted consistent with the requirements of the Institute. "Such leaves shall not be unreasonably withheld". No more than two (2) employees may be absent at any one time and such leaves without pay shall not total more than thirty-five (35) days combined in the year including travel time. The Institute will continue to pay the employee's salary and benefits and invoice the Union for the same.**

**The Institute will not invoice the Union for the first two hundred dollars (\$200) of lost wages billed annually.**

### 22.03 Public Duties

The Institute recognizes the right of an employee to participate in public affairs. Upon written request, the Institute shall allow a mutually agreed upon leave of absence without pay or benefits to an employee who is a declared candidate in a municipal, provincial or federal election in order to allow campaigning prior to the date of the election.

### 22.04 Personal Days

Employees may be granted up to a total of five (5) days personal days with pay in each calendar year (or two-thirds (2/3) day per month for part of a year worked). Employees may take personal days in half-day (1/2) or full day increments.

### 22.05 Personal Leave

An employee may be granted a leave of absence without pay for legitimate personal reasons, upon written notice to the management team. Such leave shall not be unreasonably denied taking into account the reasonable business needs of the Niagara Institute.

### 22.06 Paid Bereavement Leave

- (a) In the event of the death of an employee's spouse (legal or common law)/same sex partner, child, parent or sibling, the employee will be granted five (5) days of leave of absence without loss of regular pay to make arrangements for and to attend the funeral. It is understood that an employee shall not receive payment for absence on a day or days they would not

otherwise have worked.

(Partner is a person of the opposite sex or a person of the same sex who has been in a relationship with the employee for a period of 3 months or longer.)

- (b) In the event of the death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, or grandchild, the employee will be granted three (3) days of leave of absence without loss of regular pay to make arrangements for and to attend the funeral. It is understood that an employee shall not receive payment for absence on a day or days they would not otherwise have worked.
- (c) In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew, the employee will be granted one (1) day of leave of absence without loss of regular pay to make arrangements for and to attend the funeral. It is understood that an employee shall not receive payment for absence on a day or days they would not otherwise have worked.
- (d) In any case where there has been a death, the Institute may, at its discretion, grant compassionate leave with **or without** pay for a period of up to three (3) days.
- (e) An employee shall be granted a one (1) day leave of absence, without loss of pay or benefits to attend an internment or to deliver a eulogy serve as a pallbearer or otherwise serve in an official capacity in the funeral service of a relative or close friend. Such leave shall be requested in writing. In certain circumstances the employer may grant additional paid leave pursuant to article (d) herein. It is understood that leave granted for this article shall not be in addition to any leave granted under Article 22.06 (a), (b), (c), and (d).

#### 22.07 Pregnancy and Parental Leave

For the purpose of this Article, parent is defined to include a birth parent, adoptive parent, 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.

Pregnancy, Parental and Adoption Leave will be granted in accordance with the provisions of the Employment Standards Act, 2000, as amended, except where amended in this Article.

- (a) Upon receipt of medical proof of pregnancy and the employee's due date from a legally qualified medical practitioner and upon the request of the female employee who has been employed for at least 13 weeks prior to her due date, the employer shall grant a leave of absence to such employee up to a maximum of **eighteen (18)** consecutive months consisting of seventeen (17) weeks pregnancy leave and **sixty one (61)** weeks of parental leave.
- (b) Upon receipt of an authorized statement of intent to place a child for the purpose of adoption and upon the request of the employee, the employer shall grant a leave of absence to such employee to a maximum of **eighteen (18)** consecutive months for the adoption of a child: **sixty three (63)** weeks parental leave followed by **fifteen (15)** weeks unpaid leave.

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- (c) An employee who has been employed for at least 13 weeks and who is a parent and has not taken pregnancy leave shall be entitled to **sixty three (63)** weeks parental leave following the birth of a child, or following the coming of a child into custody or care of a parent for the first time. Parental leave must commence no later than **seventy-eight (78)** weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- (d) An employee may begin pregnancy leave no earlier than seventeen (17) weeks prior to the due date of the child. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- (e) Except in emergency situations, the request for a leave of absence by the employee must be made in writing to the employer at least one (1) month prior to the commencement date of a pregnancy leave and two (2) weeks prior to the commencement of adoption or parental leave.
- (f) The employee shall give the employer at least four (4) weeks' written notice of their intention to return to work from pregnancy, parental or adoption leave. Employees opting not to return to work following an approved pregnancy, parental or adoption leave are expected to provide the employer at least four (4) weeks' written notice they will not be returning.
- (g) Upon return to work at the conclusion of a pregnancy, parental or adoption leave, the employee shall be reinstated in the position held prior to the commencement of such leave. If the former position no longer exists the employee shall be placed in a position of comparable classification and value subject to seniority. The employer shall pay a reinstated employee a wage that is at least equal to the greater of:
- (i) the wages the employee was most recently paid by the employer; or
  - (ii) the wages that the employee would be earning had the employee worked throughout the leave.
- (h) An employee on pregnancy, parental or adoption leave shall accrue seniority pursuant to the *Employment Standards Act, 2000, as amended*.

(i) Pregnancy/Parental/Adoptive Employment Insurance Benefit Top Up

Upon ratification, an employee who is on pregnancy or parental leave as provided under this Agreement who is in receipt of Employment Insurance Benefits pursuant to Section 38 of the Employment Insurance Regulations shall be paid a supplemental employment benefit not exceeding **seventeen (17)** weeks for pregnancy or parental leave. Receipt by the Employer of a **copy of the employee's "Benefit Statement- Notice of Claimant" issued with the employee's first E.I. payment** will serve as proof that the employee is in receipt of Employment Maternity or Parental benefits **and that the employee has served the one-week E.I. waiting period.**

- (i) The supplement will bridge the difference between E. I. benefit payments up to a maximum of 75% of the employees regular earnings

at the time of commencement of leave provided the employee has been employed by the employer for the 12 months prior to the leave. **The supplement pay covers the one-week EI waiting period, if applicable, plus the following 16 weeks of leave. The top up will be calculated based on 17-weeks at the 55% EI benefit rate, regardless of the duration of the maternity/parental leave.**

- (ii) The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the employee's last day prior to the commencement of the leave, times the employee's normal weekly hours. **SUB plan payments will commence on the first pay period after the 'Benefit Statement-Notice of Claim' is received. The first payment will include payment for top-up on the number of weeks that have passed (if any) between the leave start date and the date the 'Benefit Statement- Notice of claim is received, all subsequent payments will be made on a per pay period basis. Top-up payments are subject to statutory tax withholdings.**

(j) Maternity Related Reassignment

An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. The employee's request must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk, and the employer will implement this request upon receipt of the medical certificate.

(k) Extended Pregnancy, Parental or Adoptive Leave

Notwithstanding the limitations specified in (a) or (b) above, and subject to operational requirements, employees shall be entitled to extend their pregnancy, parental or adoptive leave for a period of up to 12 additional months without pay. Employees who wish to request such leave shall do so at least 60 days prior to the expiration of their Pregnancy/Adoptive/Parental leave.

- 22.08 When persons are hired or transferred into the bargaining unit to replace employees who are on approved maternity, adoptive or parental leave, the period of employment of such persons will not exceed the maternity, adoptive or parental leave. To ensure a smooth transition in the hand off of work the Parties agree the replacement employee and the returning employee may have an overlap in assignment of up to two weeks. Such overlap may be extended up to four weeks by mutual agreement of the Parties. The release, discharge or transfer out of the bargaining unit of such person as a result of an employee returning from an approved leave shall not be the subject of a grievance or arbitration. In the event an employee does not return from an approved leave and the employer wishes to fill the vacancy the person filling the position on a temporary basis shall receive consideration for permanent employment prior to hiring an external candidate.

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## 22.09 Paid Jury or Court Witness Duty Leave

- (a) The Niagara Institute shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The employer shall pay such an employee the difference between the normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- (b) An employee required by the Institute to give evidence in Court in any matter arising out of their employment, shall not suffer any loss of pay for time spent attending at court for the purpose of giving such evidence.
- (c) **Employees should notify their manager and human resources immediately and give them a copy of the court notice as soon as possible.**
- (d) **Employees who attend court for personal reasons, such as parking violations or family court hearings, must use vacation or take an unpaid leave of absence.**

## 22.10 Elections

Employees shall be allowed four (4) consecutive hours off before the closing of the polls in any federal, provincial, or municipal election or referendum without loss of pay.

## 22.11 Unpaid Education Leave

Employees who have worked for the Institute for more than two years are eligible for unpaid education leave of up to one year to pursue full time studies through an accredited educational institution. When approving educational leave for studies related to an employee's current or potential position, Senior management will consider the managers recommendation, and factors such as the employee's workload, schedule, performance, seniority and replacement costs. Upon completion of the leave, every effort will be made to return the employee to the same position and salary as when they left.

During the education leave, employer paid benefits will not continue in accordance with article 25.01 (c). Incentive pay will be prorated to exclude the leave.

### Unpaid Sabbatical Leave

Employees who have worked for the institute for more than five years may request unpaid sabbatical leave for up to one year. When approving sabbatical leave, management will consider the employees workload, schedule, performance, seniority and replacement cost.

During the Sabbatical leave, employer paid benefits will not continue in accordance with article 25.01 (c). Incentive pay will be prorated to exclude the leave.

Seniority shall not accumulate during sabbatical leave.

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## ARTICLE 23 – SALARY AND ALLOWANCES

### 23.01 Pay Days

The Institute shall pay salaries and wages **on the 15<sup>th</sup> and last day of each month**, via direct deposit, in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day each employee shall **have access to** an itemized statement of their wages, overtime, and other supplementary pay and deductions.

The Institute may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, employee request, or by this Agreement.

### 23.02 Temporary Assignment

Nothing in this Article shall be construed as restricting the right of the Institute to temporarily assign an employee to a job on a temporary basis until arrangements have been made to promote or transfer the employee selected to fill a vacancy.

Where the Institute deems it necessary to employ the services of an outside agency to perform work of the bargaining unit, such position will last for up to a twelve (12) month period. Should the Institute require these services to continue, the position shall be posted in accordance with the terms of this Collective Agreement.

Notwithstanding the foregoing paragraph, the employer agrees that during the term of this agreement, no bargaining unit employee shall be laid off or terminated as a result of the employer contracting out any **similar work or services performed within the bargaining unit**.

In the event a temporary agency employee works more than twenty (20) working days, the Employer shall pay the equivalent of one hundred percent (100%) of the dues that a regular employee would pay.

### 23.03 Pay on Permanent Assignment, Higher Rated Job

When an employee is assigned, promoted, or reclassified to a higher paying position, the employee’s salary will immediately be advanced by five percent (5%) or brought to the minimum of the new salary range, whichever is more. An additional salary increase may be considered on the basis of the qualifications and skill level of the individual employee in relation to the new position.

### 23.04 Pay on Temporary Assignment, Lower Rated Job

When an employee is assigned temporarily and for the convenience of the Institute to a position paying a lower rate, their rate shall not be reduced.

### 23.05 Pay on Temporary Assignment, Higher Rated Job

Whenever an employee is assigned to perform the principle duties of a higher rated position in addition to, or instead of, their regular duties they shall be paid for all such hours worked at five (5) percent over their regular rate or the actual rate of pay for the higher rated position, whichever is greater. Assignment to such higher paid

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classification shall be by express direction of the employer and where practical to do so such direction will be confirmed in writing.

#### 23.06 Severance Pay

An employee shall be given sixty (60) days written notice, or pay in lieu thereof, and severance pay on the basis of one week's pay at the regular rate for the position last occupied for each year of employment. The rate for hourly paid employees is based on the average rate over the last six (6) months. This is paid if the employer:

- (a) ceases wholly or partly the operations;
- (b) merges with another employer;
- (c) changes operating methods; and the employer is unable to provide work for a displaced employee.

#### 23.07 Mileage Allowance

When requested by the Employer and authorized by the immediate supervisor to use their personal automobile for Niagara Institute business, employees who do so will be reimbursed at the rate established annually by the Canada Revenue Agency.

All mileage shall be approved by the Department Director or designate and submitted to the proper department for payment each month.

### ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION

#### 24.01 Job Description

The Institute agrees to draw up job descriptions for all positions for which the Union is Bargaining Agent. These descriptions shall be distributed to the Union within sixty (60) days of the signing of this Agreement.

#### 24.02 Changes in Classification

The Institute shall prepare a new job description whenever a job is created or whenever the duties of a job change significantly. The Institute agrees to inform the Union of any such changes and, where possible, to accommodate their advice and counsel.

#### 24.03 Creation of Additional **Bargaining Unit** Positions

If a temporary agency worker or an hourly rated employee is assigned to work in any bargaining unit position on a consistent basis (**twelve** months or more), and providing ample work is expected to continue to exist, then a permanent part time or full time (as the case may be) bargaining unit position will be posted at the prescribed rate of salary. If there are no successful applicants to the job posting then the employer shall fill the position in a manner that it deems to be appropriate

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#### 24.04 Staff Changes

When a new position is created, or when a vacancy occurs, either inside or outside the bargaining unit, the Institute shall immediately notify the Union in writing and post the notice of the position for a minimum of five (5) working days. It is understood that the posting of positions excluded from the bargaining unit is for information purposes only and that the remaining provisions of this Agreement shall not be applicable to such posting. Attempts will be made to notify staff who are on holiday or on out of town program assignments. The Institute will undertake to notify employees on leave at their normal home address of notices of bargaining unit vacancies. Late applications due to such factors will be accepted.

It is agreed that the Institute will not interview applicants from outside until the applications received from existing employees have been reviewed and bargaining unit candidates have been interviewed.

#### 24.05 Information in Posting

The notice of posting for bargaining unit positions shall include the accepted position description, start rate, job rate, and location of the vacancy. In the case of a new position, the notice shall contain the proposed position description. The posting shall indicate whether the position is included or excluded from the bargaining unit. In all its outside advertising, the Institute shall indicate that a bargaining unit position is a "Union position".

#### 24.06 Trial Period

Successful internal applicants for promotion/transfer shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### 24.07 Notification

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the main staff bulletin board. The Union shall be notified of all promotions, demotions, hiring, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment for employees within the bargaining unit.

#### 24.08 Bonus Premium for Bilingual Employees

A premium of two percent (2%) of the employee's yearly gross wages will be paid to an employee who is required to perform assigned duties in French for 25% or more of the time. Premium will be paid in a lump sum at the end of each calendar year.

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**ARTICLE 25 – EMPLOYEE BENEFIT PLANS - HEALTHCARE (PARAMEDICAL)**

The following overview of insured benefits is provided but refer to the Employee Benefits Booklet for full plan details.

25.01 The Institute will pay on behalf of each employee who is not on lay-off or leave of absence without pay:

(a) For Salaried Employees (**who normally work a minimum of 28 hours per week**)

One hundred percent (100%) of the premium cost of a group insurance program including:

- (i) Life Insurance -**Two hundred per cent (200%) of basic annual earnings.**
- (ii) Accidental Death & Dismemberment- **Two hundred per cent (200%) of basic annual earnings.**
- (iii) Dependent Life Insurance
  - Spouse \$10,000
  - Child \$5,000
- (iv) Extended Health Care, including:
  - **Prescription drug coverage**
  - **Emergency travel assistance**
  - **Vision, Including \$300 per 24 month period**
    - Coverage can be applied to prescription glasses, contacts or corrective (Laser) surgery.
  - **Paramedical coverage, including \$1000 combined each calendar year.**
- (v) Dental, including **\$2000 lifetime maximum reimbursement of Orthodontics for dependant children up to age 18**
- (vi) **The employee will pay one hundred percent (100%) of the premium cost of long-term disability coverage only.**

**Long term Disability Insurance**

**Sixty-six point sixty-seven percent (66.67%) of the first \$3000 of monthly earnings plus fifty percent (50%) of the remainder of monthly earnings, to a non-evidence maximum benefit of \$8,800 per month, tax-free.**

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**Payments commence following a seventeen (17) waiting period.**

**Employees who work less than 20 hours per week are not eligible for benefit coverage. Employees who work part-time between 20 and 28 hours per week will share the cost of the benefit premiums with the Niagara Institute.**

(b) **For Hourly Rated Employees**

A pro-rated percentage based on the hours worked with a floor of fifty percent (50%) of benefits paid by the employer (100% shall be 35 hours per week) of the premium cost of a Group Insurance Program of which the following options may be chosen by the employee:

- (i) **Life Insurance -Two hundred per cent (200%) of basic annual earnings.**
- (ii) **Accidental Death & Dismemberment- Two hundred per cent (200%) of basic annual earnings.**
- (iii) **Dependent Life Insurance**
  - Spouse \$10,000
  - Child \$5,000
- (iv) **Extended Health Care, including:**
  - **Prescription drug coverage**
  - **Emergency travel assistance**
  - **Vision, Including \$300 per 24 month period**
    - Coverage can be applied to prescription glasses, contacts or corrective (Laser) surgery.
  - **Paramedical coverage, including \$1000 combined each calendar year.**
- (v) **Dental, including \$2000 lifetime maximum reimbursement of Orthodontics for dependent children up to age 18**

The Niagara Institute will not be required to provide coverage under the Employee benefit plans for students and for any newly hired (after October 7, 1991) hourly rated employees who work regularly less than **twenty (20)** hours per week.

(c) **Benefit Entitlement on Extended Unpaid Leaves**

Subject to concurrence with the Niagara Institute's benefit carrier, employees on extended unpaid leaves of absence may continue their benefit coverage provided they pay 100% of the premium costs. Employees who opt to maintain the benefits provided herein must arrange payment of the premiums by post dated cheques made payable to the Employer before commencing the leave. Should payments fall in arrears the employee shall be notified. If the employee fails to bring their account into good standing within 30 days of the notice, the benefit coverage will be discontinued.

- (d) All employees can claim a one hundred (\$100) dollar maximum fitness allowance once per fiscal year (including: fitness related memberships, instruction class/personal trainer fees, recreation fees, fitness footwear, fitness equipment).

#### 25.02 Pension Plan

In lieu of a pension plan, the Niagara Institute will contribute a **percentage** of each employee's base annual salary to a Registered Retirement Savings Plan carried by a suitable carrier.

(a) Salaried Employees

This will begin after one (1) year of full-time, continuous employment with the Institute.

(b) Hourly Rated Employees

This will begin after one thousand eight hundred and twenty hours (1,820) of employment with the Institute.

Arrangements shall be made with the carrier to permit employees to make additional voluntary contributions to such an R.R.S.P.

**The plan is best described as a capital accumulation plan and is currently held with Manulife financial. Employees have a wide choice of segregated funds from which to invest. RRSP Investments are self-directed by employees and there are no locked-in monies.**

The program has two elements:

- A supplemental, or matching, plan based on a percentage of base salary and years of service, outlined below; and,
- A core plan that has the employer contribute 3% based on a percentage of base salary after two years, whether the employee contributes or not. The maximum employer contribution for both plans combined is 10.5% for employees with more than 20 years of service.

<b>Supplementary Plan Details Years of Service</b>	<b>Matching Dollar-per-Dollar Niagara Institute/Employee</b>	<b>Match Maximum As Percentage of Salary</b>
<b>Less than one year</b>	<b>Not eligible</b>	<b>Not eligible</b>
<b>More than one year</b>	<b>\$0.50/\$1.00</b>	<b>1.5% to 3.0%</b>
<b>More than four years</b>	<b>\$1.00/\$1.00</b>	<b>3.0% to 3.0%</b>
<b>More than seven years</b>	<b>\$1.50/\$1.00</b>	<b>4.5% to 3.0%</b>
<b>More than 20 years</b>	<b>\$2.50/\$1.00</b>	<b>7.5% to 3.0%</b>

It is understood that no employee shall see a decrease to the current RRSP contributions made by the Institute as a result of the introduction of this core and matching plan.

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**Note: The Institute also offers employees the opportunity to contribute to a Group Tax Free Savings Account through payroll deduction. There are no employer contributions under this plan.**

25.03 Selection of Carrier

The Institute shall have the right to select the carrier of its choice in respect to any of the above benefits provided that, in the event that any carrier is changed, an equivalent amount of benefits will be maintained.

ARTICLE 26 – TECHNOLOGICAL CHANGE

26.01 Advance Notice

Whenever the Niagara Institute plans to introduce technological improvements in the operations of the Institute, it will so notify the Union and the Institute will endeavor to see that such improvements do not adversely affect the employment of Institute employees.

26.02 Training Benefits

Where new or greater skills are required by employees than are already possessed because of the introduction of technological improvements, the Institute, at its expense, will provide the employee with the opportunity of acquiring such skills within a period of time so designated at that time.

26.03 Displaced Employees

Whenever possible, the Institute will place in other positions of equal hours any permanent employees who may be displaced by technological improvements.

ARTICLE 27 – SALARIES AND WAGES

27.01 Salaries and wages as per Schedule A and letters of agreement which have formed part of this collective agreement.

ARTICLE 28 – COMPUTER USE

28.01 Ongoing or Regular Computer use

- (a) Employees who are required to work with computers on a regular basis shall do so under the follow conditions:
  - (i) Such employees are entitled to have their eyes examined by an Ophthalmologist of the employee's choice as follows:
    - (1) Once per year for employees over 40 years of age.
    - (2) Once every two (2) years for employees under age 40.
  - (ii) The Institute shall grant leave of absence with pay for employees to

have such tests, and the Employer shall assume costs of such tests where such costs are not covered by insurance.

- (iii) A pregnant employee shall not be required to operate such equipment against her will and such an employee may elect to take an unpaid leave of absence as provided for in Article 22.05.
- (iv) **In the event that the eye tests provided above result in identifying a significant change in prescription, the Institute will assume the cost of prescription lenses, where such costs are not covered by insurance, to a maximum of \$300 every two years.**

- (b) The Institute shall agree to take every reasonable step to:
  - (i) ensure that new computers have adjustable keyboards and screens;
  - (ii) minimize lighting glare;
  - (iii) arrange for annual tests for radiation or harmful emissions.

## ARTICLE 29 – FREEDOM FROM WORKPLACE DISCRIMINATION AND/OR HARASSMENT

### **Workplace Violence and Harassment Policy**

**The Niagara Institute is committed to providing a safe and respectful work environment for all employees that is free of violence and/or harassment. Any behavior contrary to this ideal will not be tolerated. Anyone engaged in violence and/or harassment will be subject to disciplinary sanctions, up to and including termination of employment.**

<b>Complainant</b>	<b>A Complainant is the person who files a formal complaint in writing pursuant to this Policy.</b>
<b>Respondent</b>	<b>A Respondent is the individual against whom allegations that could constitute a violation of this Policy have been made.</b>
<b>Workplace</b>	<b>A workplace is any place where business or work-related activities are conducted. It includes, but is not limited to, the physical work premises, a remote employee's home office, work-related social functions, work-assignments outside the Niagara Institute's work premises, work-related travel and work-related conferences or training sessions.</b>
<b>Abuse of Authority</b>	<b>Abuse of authority occurs when one person uses his or her authority or position to undermine or improperly influence another person's career or job performance. Performance appraisals, employee counselling and disciplinary action are managerial functions and should not be confused with abuse of authority.</b>
<b>Prohibited ground</b>	<b>Prohibited ground is one of those listed in the Ontario <i>Human Rights Code</i>: race, colour, religion, place or ethnic origin, sex (including pregnancy and gender identity), age (eighteen years old and over), disability (including mental, physical, developmental or learning disabilities), ancestry, citizenship, sexual orientation,</b>

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**marital status (including the status of being married, single, widowed, divorced, separated, or living in a conjugal relationship outside of marriage), or family status (such as being in a parent-child relationship).**

**Harassment**

**Harassment is any comments or actions that are known or should have known to be unwelcome. Harassment includes objectionable conduct, actions, comments or displays that demeans, humiliates or embarrasses an employee based on one or more prohibited grounds. It may be a single incident or continue over time. Harassment may include, but is not limited to the following:**

- **Unwelcome remarks, slurs, jokes, taunts or suggestions about a prohibited ground, such as about a person's body, clothing, race, national or ethnic origin, colour, religion, age, sex, marital status, family status, physical or mental disability, sexual orientation, or pardoned conviction, or other personal characteristics;**
- **The display or circulation of offensive material, including offensive slides and cartoons;**
- **Degrading words used to describe a person based on a prohibited ground;**
- **Derogatory or degrading remarks or actions directed towards all members of a group who share characteristics based on a prohibited ground.**

**Personal Harassment**

**Personal harassment is engaging in a course of vexatious comments or conduct against an employee in the workplace that is known or should reasonably be known to be unwelcome and which serves no legitimate work purpose, and creates an intimidating, humiliating, hostile or offensive work environment. Personal harassment is targeted at a person or group of people because of a personal dislike or personality conflict, and not solely because of a prohibited ground. Personal harassment includes "workplace harassment" as defined in Ontario's Occupational Health and Safety Act. Examples of personal harassment includes:**

- **Spreading malicious rumours, gossip, or innuendo that is not true;**
- **Intimidating a person, verbal abuse, threats, belittling or humiliating an employee in front of co-workers;**
- **Deliberately not speaking to someone thereby ostracizing them;**
- **Yelling or using profanity;**

- Refusal to work with a person;
- Unwarranted (or undeserved) punishment;
- Tampering with a person's personal belongings or work equipment;
- Making jokes, that are obviously offensive (written or oral);
- Vandalism of personal property;
- Written or verbal abuse or threats.

An isolated incident of offensive behavior is not considered "workplace harassment"; however, this behavior is considered unacceptable and may result in disciplinary action up to and including dismissal.

## **Sexual Harassment**

Sexual harassment is engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought to reasonably be known to be unwelcome. Sexual harassment also includes making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought to reasonably know that the solicitation or advance is unwelcome. Sexual harassment includes but is not limited to:

- Sexist jokes;
- The display or circulation of sexually offensive slides/cartoons;
- Sexually degrading words used to describe a person or directed towards members of one sex;
- Leering (suggestive staring) or other obscene/offensive comments or gestures;
- Unwelcome physical contact, such as patting, touching, pinching, hitting;
- Unwelcome sexual flirtations, advances, propositions;
- Persistent unwanted contact or attention after the end of a consensual relationship;
- Requests for sexual favours;

- Unwanted touching; and
- Sexual assault

## **Workplace Violence**

**Workplace violence is defined as:**

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- A statement or behavior that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

## **Application**

**This policy applies to all employees, whether they are at or away from the Niagara Institute's workplace, and it applies to all activities that occur while on any of the Niagara Institute's premises or while engaging in the Niagara Institute's business, business activities, or social events. This policy also applies to the contingent workforce associated with the Niagara Institute, including without limitation, temporary and casual employees, students, independent contractors and employment agency personnel.**

## **Informal Procedure for Harassment**

**The Niagara Institute encourages the reporting of allegations of harassment from employees who believe they have been subjected to harassment. However, the Niagara Institute recommends that employees who believe that another person in the workplace is harassing them should take the following measures:**

- 1. Clearly make the objection, disapproval or unease known to the other person, and politely but firmly request that the harassment stop. Keep a written record of this discussion's details and of the person's responses. If employees do not feel comfortable talking to the person whom they feel has harassed them, they may seek the assistance of any of the following people to assist them: their manager, the Director, Operations, their vice-president.**
- 2. If the harassment continues, the employee should keep a record of the incidents, the times they occurred and the names of any witnesses who observed the harassment. Employees may seek the assistance of their manager, who will attempt to resolve the situation. If employees are uncomfortable going to their manager for any reason whatsoever, they may go to a higher level of management within their area, or to the Director of Operations.**

3. If the situation is not resolved to an employee's satisfaction, the employee may file a written complaint with the Director of Operations, providing details of all incidents, the times they occurred and the names of any witnesses.

#### **Reporting Incidents of Workplace Violence**

1. An employee who believes that he/she has been subjected to, has witnessed, has knowledge of, or has a reason to believe workplace violence may occur, shall immediately report such information to his/her manager.
2. Emergencies that require immediate response should be reported to the employee's manager or his/her designate. If there is a serious and immediate threat, employees will receive information and instructions from management and, depending on the nature of the workplace violence, the appropriate law enforcement agency may be summoned.
3. Non-emergencies such as threats or threatening behaviours must also be reported immediately to the employee's manager.
4. The Joint Health and Safety Committee (if mandated) will be notified of incidents of workplace violence within four days of the incident and will review and develop recommendations to eliminate potential risks and hazards.

#### **Allegations Against Non-Employees**

In the event that an allegation of workplace violence is made against a non-employee, the Director of Talent Management shall contact the non-employee's employer and inform them of the allegations made against their employee and take appropriate action to ensure that employees of the Niagara Institute are not subjected to further violence.

#### **Investigation of Complaints of Harassment Violence**

All reports of workplace violence or potential incidents of violence and formal complaints of harassment will be taken seriously and will be documented and investigated. The form of investigation will depend on the circumstances and may involve appropriate law enforcement or other competent person as determined by the Niagara Institute, taking into consideration the nature of the harassment or workplace violence and the concerns of employee(s) who experienced the harassment or workplace violence.

1. Upon receipt of a formal complaint of harassment or a report/complaint of workplace violence, the Director of Operations will investigate the allegations in the complaint or assign the investigation to an internal or external person (such as the Niagara Institute's Ethics Officer) to investigate.
2. The investigation may include the following: (a) interviewing the complainant and the respondent as soon as possible; (b) interviewing any witnesses; (c) advising all persons interviewed to refrain from discussing the complaint.

**3. The Investigator may make a finding of; (a) sufficient evidence to support a finding of violation of this Policy; (b) insufficient evidence to support a finding of violation of this Policy; or (c) no violation of this Policy.**

**4. The investigator will prepare a written report of his/her findings. The investigator will forward that report to the President & CEO.**

**5. The President & CEO will make a decision whether to dismiss or act upon the written report and will advise the Complainant and Respondent in writing of investigation results the outcome of the investigation.**

**6. In the case of harassment based on a prohibited ground, employees who feel that a satisfactory result has not been attained through the Niagara Institute's investigation process have the right to file a complaint with the Ontario Human Rights Tribunal.**

#### **EMPLOYEE RESPONSIBILITIES**

Employees are expected to:

- Act respectfully towards other individuals while at work and while participating in any work-related activity;
- Ensure their own immediate physical safety in the event of workplace violence, then to report the incident to the police or a manager as the situation warrants;
- Report any incident of harassment or workplace violence that they have knowledge of;
- Understand and comply with this Policy and all related procedures;
- Co-operate with any efforts to investigate and resolve matters arising under this Policy; and
- Participate in education and training programs and to be able to respond appropriately to any incident of workplace violence.

#### **MANAGEMENT RESPONSIBILITIES**

Management employees are expected to:

- Ensure training and education of all employees with respect to this Policy;
- Adhere to this Policy and the supporting Programs;
- Promote a harassment-free and violence-free working environment;
- Reassess the risks of workplace violence as often as is necessary to ensure the continued protection of employees from workplace violence. Results of such reassessment will be provided to the Joint Health and Safety Committee (if mandated).
- Provide employees with information, including personal information, about a person with a history of violent behaviour if the worker can be expected to encounter such a person in the course of hers or his work and the risk of workplace violence is likely to expose the employee to physical injury;
- Take all reasonable precautions in the circumstances for the protection of an employee if the Niagara Institute becomes aware of a domestic violence situation that would likely expose and employee to physical injury in the workplace;
- Review all reports of harassment and workplace violence in a prompt, objective and sensitive manner; and
- Facilitate medical attention and/or appropriate support for all those directly or indirectly involved in a workplace incident.

#### **RECORD KEEPING**

The Director of Operations will keep all information concerning a specific case or complaint in a confidential file separate from any employee's personnel file for two years from the date of the incident.

#### NO REPRISALS

The Niagara Institute will not tolerate reprisals or retaliatory measures against an employee who, in good faith, raise a complaint of harassment or workplace violence within the meaning of this Policy or cooperates in the investigation of a complaint.

#### VIOLATIONS OF THIS POLICY

Discipline, up to and including immediate dismissal, may be imposed on the following individuals in the following circumstances:

- On respondents when a complaint of harassment or workplace violence has been substantiated against them;
- On managers who were aware of harassment or workplace violence and permitted it to take place;
- On employees who bring forward complaints in bad faith or for vexatious reasons;
- On employees who have made a false accusation under this Policy, knowingly or in a malicious manner;
- On any employee or manager who retaliates against an employee for having invoked this Policy; and
- On any employee or manager who retaliates against any individual for having conducted, participated or co-operated in any investigation of a complaint under this Policy.

#### CONFIDENTIALITY

Confidentiality is required to properly investigate a complaint and to offer appropriate support to those involved. The Niagara Institute will maintain confidentiality to the extent practicable and permissible by law and expects its employees to do the same. Gossiping about an incident undermines the privacy of all parties involved and will not be tolerated.

#### ASSISTANCE TO EMPLOYEES

Employees who have been victims of workplace violence will be referred to the Employee Assistance Program for counselling services. Use of such services will be at the employee's sole discretion.

#### POLICY REVIEW

This Policy shall be reviewed regularly and as may be necessary, such as in the case of an incident of workplace violence.

### ARTICLE 30 – TERM OF AGREEMENT

#### 30.01 Duration of Agreement

This Agreement shall be binding and remain in effect from June 1, **2019** to May 31, **2022** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

#### Wages

**Increase all rates within the wage grid by .75% effective June 1, 2019**

**Increase all rates within the wage grid by .75% effective June 1, 2020**

**Increase all rates within the wage grid by .75% effective June 1, 2021**

**Note: Wage rates are retroactive to June 1, 2019.**

30.02 Changes in Agreement

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

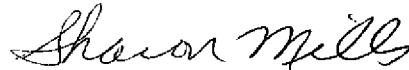
30.03 Notice of Change

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to bargain. Within thirty (30) working days of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
in the province of Ontario this 28 day of May 2020.

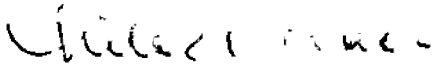
SIGNED ON BEHALF OF  
THE NIAGARA INSTITUTE

SIGNED ON BEHALF OF CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1287



Maureen Bernabo, Director, Talent Management  
The Conference Board of Canada

Sharon Mills, President



Nicole Vachon, Senior Manager  
Compensation and Benefits  
The Conference Board of Canada

Amanda Wells, National Representative

**SCHEDULE "A" – WAGES**

<b>POSITION TITLE</b>	<b>JOB LEVEL</b>	<b>JOB RATE</b>	<b>JUNE 1, 2019 0.75%</b>	<b>JUNE 1, 2020 0.75%</b>	<b>JUNE 1, 2021 0.75%</b>
Web & Graphic Designer	F	See Schedule 'B'	See Schedule 'B'	See Schedule 'B'	See Schedule 'B'
Business Development Representative	F	See Schedule 'B'	See Schedule 'B'	See Schedule 'B'	See Schedule 'B'
Project Coordinator	F	See Schedule 'B'	See Schedule 'B'	See Schedule 'B'	See Schedule 'B'

**SCHEDULE "B" - WAGE GRID (FULL WAGE GRID)**

Job Levels	A	B	C	D	E	F	G	1
<b>June 1, 2018</b>								
Start	\$30,612.58	\$33,520.76	\$37,710.21	\$40,638.18	\$44,986.49	\$49,800.05	\$55,128.65	\$52,887.58
6 Mt.	\$31,963.14	\$34,999.64	\$38,329.77	\$42,431.05	\$46,971.18	\$51,557.47	\$57,074.10	\$54,754.19
1 Yr.	\$33,313.68	\$36,478.49	\$39,949.34	\$44,223.90	\$49,593.89	\$53,315.33	\$59,020.07	\$56,620.83
2 Yr.	\$34,664.25	\$37,957.33	\$41,568.91	\$46,016.65	\$50,940.60	\$55,072.98	\$60,965.79	\$58,487.43
3 Yr.	\$36,014.80	\$39,436.20	\$43,188.47	\$47,809.63	\$52,925.29	\$56,830.63	\$62,911.49	\$60,354.06
4 Yr.						\$58,588.27	\$64,857.22	\$62,220.68
<b>June 1, 2019 (.75%)</b>								
Start	\$30,842.17	\$33,772.17	\$37,993.04	\$40,942.97	\$45,323.89	\$50,173.55	\$55,542.11	\$53,284.24
6 Mt.	\$32,202.86	\$35,262.14	\$38,617.24	\$42,749.28	\$47,323.46	\$51,944.15	\$57,502.15	\$55,164.85
1 Yr.	\$33,563.53	\$36,752.08	\$40,248.96	\$44,555.58	\$49,965.84	\$53,715.19	\$59,462.00	\$57,045.49
2 Yr.	\$34,924.23	\$38,242.01	\$41,880.68	\$46,361.77	\$51,322.65	\$55,486.03	\$61,423.03	\$58,926.09
3 Yr.	\$36,284.91	\$39,731.97	\$43,512.38	\$48,168.20	\$53,322.23	\$57,256.86	\$63,383.37	\$60,806.72
4 Yr.						\$59,027.68	\$65,343.65	\$62,687.34
<b>June 1, 2020 (.75%)</b>								
Start	\$31,073.49	\$34,025.46	\$38,277.99	\$41,250.04	\$45,550.51	\$50,549.85	\$55,958.68	\$53,683.87
6 Mt.	\$32,444.38	\$35,526.60	\$38,906.87	\$43,069.90	\$47,678.38	\$52,333.73	\$57,933.42	\$55,578.59
1 Yr.	\$33,815.26	\$37,027.72	\$40,550.83	\$44,889.75	\$50,340.58	\$54,118.05	\$59,907.97	\$57,473.33
2 Yr.	\$35,186.16	\$38,528.83	\$42,194.76	\$46,709.48	\$51,322.65	\$55,902.17	\$61,883.70	\$59,368.03
3 Yr.	\$36,557.05	\$40,029.96	\$43,838.72	\$48,529.46	\$53,722.15	\$57,686.29	\$63,858.75	\$61,262.77
4 Yr.						\$59,470.39	\$65,833.73	\$63,157.50
<b>June 1, 2021 (.75%)</b>								
Start	\$31,306.54	\$34,280.65	\$38,565.07	\$41,559.42	\$45,892.14	50,928.97	56,378.37	54,086.49
6 Mt.	\$32,687.71	\$35,793.05	\$39,198.67	\$43,392.92	\$48,035.97	52,726.23	58,367.92	55,995.43
1 Yr.	\$34,068.87	\$37,305.43	\$40,854.96	\$45,226.42	\$50,718.13	54,523.94	60,357.28	57,904.38
2 Yr.	\$35,450.06	\$38,817.80	\$42,511.22	\$47,059.80	\$51,707.57	56,321.44	62,347.83	59,813.29
3 Yr.	\$36,831.22	\$40,330.18	\$44,167.51	\$48,893.43	\$54,125.07	58,118.94	64,337.69	61,722.24
4 Yr.						59,916.42	66,327.48	63,631.18

LETTER OF UNDERSTANDING

BETWEEN:

The Niagara Institute

(hereinafter called the Institute)

AND:

Canadian Union of Public Employees and its Local 1287

(hereinafter called the Union)

Re: Work Process Review Committee

The Parties agree that it is mutually beneficial to strengthen the organization's ability to be effective and efficient in the delivery of its services and products. To that end, the Parties agree to establish a working committee whose mandate is to review existing work practices and processes to determine what if any changes could be implemented to improve operational strengths and eliminate inefficiencies. This includes but is not limited to outright changes and increased flexibility on a regular or intermittent basis.

The Committee will be comprised of representation as determined by mutual agreement of the Parties. The Committee shall ensure that there is broad consultation including opportunities for the participation of all Institute employees.

The Committee shall begin meeting as soon as practicable following ratification of the collective agreement. The review should be completed as soon as possible but, in any event, not later than the expiration of the collective agreement.

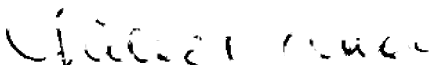
In the event the Committee identifies issues that will impact on the collective agreement it is agreed the collective agreement shall not be altered except by mutual agreement and ratification by the Parties.

Dated in Ontario on this 28th day of May 2020.

SIGNED ON BEHALF OF  
THE NIAGARA INSTITUTE

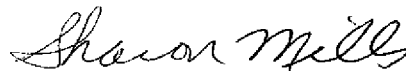


Maureen Bernabo  
Director, Talent Management  
The Conference Board of Canada



Nicole Vachon, Senior Manager  
Compensation and Benefits  
The Conference Board of Canada

SIGNED ON BEHALF OF CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1287



Sharon Mills, President



Amanda Wells, National Representative