

COLLECTIVE AGREEMENT

BETWEEN:

DISTRICT SCHOOL BOARD OF NIAGARA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4156

(FACILITY SERVICES)

Effective September 1, 2022 until August 31, 2026

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APPENDIX I

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

- a) The parties to the collective agreement are the school board or school Authority and the union.

- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

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

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

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

CTA/CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to

employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

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

C3.2 Term of Letters of Agreement/Understanding

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

C3.3 Amendment of Terms

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

C3.4 Notice to Bargain

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

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

- i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- b) Notice to bargain centrally constitutes notice to bargain locally.

- c) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

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

C4.1 Statement of Purpose

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

C4.2 Parties to the Process

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

C4.3 Meetings of the Committee

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

C4.4 Selection of Representatives

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

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a. Dispute Resolution

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

- b. Not Adjudicative

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

C4.6 Role of the Central Parties and Crown

- a. The central parties shall each have the following rights:
 - i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
 - vi. To refer a grievance it filed to final and binding arbitration.
 - vii. To mutually agree to voluntary mediation.
- b. The Crown shall have the following rights:
 - i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

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

C4.8 Carriage Rights

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

C4.9 Responsibility to Communicate

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

C4.10 Language of Proceedings

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

C4.11 Definition of Dispute

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

C4.12 Notice of Disputes

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

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

C4.13 Referral to the Committee

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

C4.14 Timelines

- a. Timelines may be extended by mutual consent of the parties.

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

C4.15 Voluntary Mediation /Expedited Meditation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c. Timelines shall be held in abeyance from the time of referral to mediation until the completion of the mediation process. The referral of a grievance to mediation is without prejudice to either parties' position on jurisdictional matters, including timeliness.
- d. The Parties agree to refer any mediation to agreed-upon mediator(s). In selecting a mediator, the parties shall have regard to reasonable availability, sector knowledge, and linguistic competence.
- e. Following ratification, the parties shall contact mediator(s) to establish three dates for mediation. Dates shall be scheduled in consultation with the parties. One of the expedited mediation sessions shall be conducted in French and two of the expedited mediation sessions shall be conducted in English every school year of the agreement unless agreed otherwise by the parties.
- f. It is understood that the resolution of any grievance under the mediation process shall be without prejudice and shall not be raised or relied upon by either party or the Crown in any future proceeding, except for enforcement purposes.
- g. The parties may jointly set down up to 5 (five) grievances for each review.
- h. The mediator shall have the authority to assist the parties in a mediated resolution to the grievance.
- i. Each party shall prepare a mediation brief to assist the mediator, which shall include the following:
 - A short description of the grievance.
 - A statement of relevant facts.
 - A list of any relevant provisions of the collective agreement.

- Any relevant documentation.
- j. The description of the grievance and the relevant facts shall not be typically longer than two pages.
- k. The party raising the grievance shall provide the opposing party (and the Crown, where applicable) with a complete brief no later than thirty (30) days prior to the scheduled review.
- l. The responding party shall provide their brief no later than five (5) days prior to the scheduled review.
- m. The Crown may provide a brief no later than two (2) days prior to the review.
- n. Where the matter is not resolved, the mediator is not seized to arbitrate the grievance.

C4.16 Arbitration

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

C5.00

BENEFITS

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

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

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

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

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

C5.2 Funding

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

a) Funding amounts:

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

C5.3 Cost Sharing

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

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

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

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

C5.5 Payment in Lieu of Benefits

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

C5.6 Benefits Committee

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

C5.7 Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

"Long Term Supply Assignment" means, in relation to an employee,

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

"Casual Employees" means,

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

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

"Fiscal Year" means September 1 to August 31.

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

a) Sick Leave Benefit Plan

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short-term disability coverage to provide protection against loss of income when ill or injured as

defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long-Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

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

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

Employees on Long-Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short-Term Disability Leave

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

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

by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

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

This top-up is calculated as follows:

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

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

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short-Term Paid Leave Days/Miscellaneous Personal Leave

Days in the current year. These days can be used to top-up salary under the short-term disability leave.

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

I) Sick Leave to Establish EI Maternity Benefits

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and

authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CASUAL SENIORITY EMPLOYEE LIST

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

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

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

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

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

C12.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 MERGER, AMALGAMATION OR INTEGRATION

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

C14.00 SPECIALIZED JOB CLASSES

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

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

C15.00 PROFESSIONAL ACTIVITY DAYS

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

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

APPENDIX A

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy	Group Individual Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision(s) Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Comprehensive Statement of Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	Central File #:
Withdrawn Resolved Referred to Arbitration	
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.	

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

APPENDIX C - Medical Certificate

PART 1

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

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

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

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

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

First Day of Absence:

General Nature of Illness* (*please do not include diagnosis*):

Date of Assessment:
dd mm yyyy

No limitations and/or restrictions

Return to work date: **dd mm yyyy**

For limitations and restrictions, please complete Part 2.

Health Care Professional, please complete the confirmation and attestation in Part 3

PART 2 – Physical and/or Cognitive Abilities

Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings. (*please complete all that is applicable*)

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

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

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

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

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

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

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

Have you discussed return to work with your patient?

- Yes No

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

- Regular full time hours Modified hours
 Graduated hours

Start Date: **dd mm yyyy**

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

Additional or follow up information may be requested as appropriate.

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

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

Re: Status Quo Central Items

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

Issues:

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

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

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

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

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

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

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

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

STATUTORY/PUBLIC HOLIDAYS

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

WSIB TOP-UP

If a class of employee was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties who have not yet do so must incorporate those same provisions without

deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) month shall be included in the 2019-2022 collective agreement.

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

Common Central Provisions

Maternity Benefits/SEB Plan

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

SHORT-TERM PAID LEAVES

The parties agree that the issue of short-term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction

from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

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

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

RETIREMENT GRATUITIES

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

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

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

SICK LEAVE TO BRIDGE LONG-TERM DISABILITY WAITING PERIOD

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

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

LETTER OF UNDERSTANDING #3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.

2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

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

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:

- a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
- b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Once the FTE number has been established in accordance with paragraph 3, above, the local parties shall jointly report the number to the Central Labour Relations Committee.
5. Notwithstanding the provisions of the School Boards Collective Bargaining Act (SBCBA) requiring the ratification of both local and central terms for a collective agreement to be effective, the parties agree that CUPE locals and School Boards will meet within 30 days of ratification of the central agreement to establish and maintain the protected complement.
6. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades

8. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Understanding expires on August 30, 2026.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

AND

The Crown

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

PREAMBLE:

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

I. MANDATE OF THE COMMITTEE

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

II. DELIVERABLES

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

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

III. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a

resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

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

IV. CO-CHAIR SELECTION

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

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

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

Re: Sick Leave

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

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

LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

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

Re: Central Labour Relations Committee

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

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

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

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

RE: List of Arbitrators

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

English Language:

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

French Language:

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

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

LETTER OF UNDERSTANDING #8

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Working Group – Health and Safety

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

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

LETTER OF UNDERSTANDING # 10

BETWEEN

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

AND

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

AND

The Crown

RE: Ministry Initiatives Committee

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

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

LETTER OF UNDERSTANDING #11

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

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

AND

The Crown

RE: Short Term Paid Leave

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow Indigenous employees to use existing short term paid leave for purposes of:
 - a. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - b. Attendance at Indigenous cultural/ceremonial events.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo at a maximum of five (5) days per school year.

LETTER OF AGREEMENT # 13

BETWEEN

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

and

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

and

The Crown

RE: Learning and Services Continuity and Absenteeism Task Force

The parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and absenteeism.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of CUPE and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
 - a. utilization of the sick leave and short-term disability plans;
 - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

DISTRICT SCHOOL BOARD OF NIAGARA and CUPE Local 4156 (FACILITIES)**Table of Contents**

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PART B – LOCAL TERMS

ARTICLE 1 **PREAMBLE**

1.01 Whereas it is the desire of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit.
- (5) To set out procedures for the negotiations of this Agreement and procedures for dealing with grievances and complaints.
- (6) To promote public education by enhancing student achievement and well-being while committing to the care and safety of students and staff.

1.02 The District School Board of Niagara and the Canadian Union of Public Employees, Local 4156 are committed to the principles of equity and diversity and upholding confidence in publicly funded education. The ability to achieve student success requires commitment to student, parent, and staff engagement, including professional development.

Now, therefore, the parties agree as follows...

ARTICLE 2 **RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the District School Board of Niagara in the District of Niagara regularly employed in Facility Services, including custodial and maintenance services, save and except:

Supervisors.
Persons above the rank of Supervisor,
Office, Clerical and Technical staff,

Staff employed in Professional Student Services,
Students employed during the school vacation period or on a co-op basis,
Employees in a bargaining unit covered by a different Collective
Agreement.

2.02 The word "employee" in this Agreement shall mean the employees for whom the Union is the Bargaining Agent as set out in Article 2.01.

2.03 All references to gender in this Collective Agreement shall be read to be gender neutral.

2.04 "Days" in this Collective Agreement shall mean working days unless specified as being something other than working days.

2.05 Casual employees shall be defined as temporary staff who are called in for periods of a limited duration to:

- (a) replace employees who are absent from their regular duties, or
- (b) supplement the workforce or for special projects for a term of 120 days or less provided that their employment does not adversely affect the regular terms and conditions of employment of a bargaining unit employee.

Notwithstanding (a) above, the Employer shall attempt to utilize existing regular qualified personnel in the same municipality and/or worksite for such replacement work before calling in temporary staff.

2.06 A casual employee shall not be entitled to seniority, vacation, compassionate leave, shift premium, general welfare program, sick leave allowance as provided for under this Agreement but shall receive vacation pay and Paid Holiday pay in accordance with the *Employment Standards Act*.

2.07 A casual employee who is the successful applicant for a regular position through the posting procedure after having been employed on a casual basis shall have the number of days worked during the six (6) months immediately prior to being hired to the regular position credited to their seniority and this shall be deemed to be the date of hire. The required probationary period shall begin from the date of appointment to the regular position.

Notwithstanding the above, there shall be no retroactive adjustment to wages and/or employee benefits.

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

ARTICLE 3 **UNION SECURITY**

3.01 All employees of the Board who are presently members of the Union shall, as a condition of continued employment, remain members in good standing with the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continuing employment, become and remain members in good standing in the Union on the first day of employment.

3.02 The Employer agrees to deduct any monthly dues, initiations, or assessments levied upon all members of the Union in accordance with the Union's constitution and by-laws. The amount of Union dues paid by each employee in the tax year shall be included on that employee's T4 slip.

3.03 Deductions in accordance with the Local Union's bylaws will be made from every pay and shall be forwarded to the Treasurer of the Union monthly accompanied by a complete listing of the names and amount of deductions made.

3.04 The amount of such regular monthly union dues shall be certified in writing to the Board by the Treasurer of the Union at least one (1) month prior to any required changes.

3.05 The Board will use its best endeavours to comply with the provisions of this Article but is relieved by the Union of any and all responsibility and/or liability of deducting or failure to deduct Union dues.

3.06 The Employer shall provide the Union with a copy of the appointment letter for all newly hired employees and shall disseminate to all new employees an information package which shall be provided by the union or Union application card at the time of hire. The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time), start date and work location of all employees hired into the bargaining unit at the Board's earliest opportunity. Work location will not be provided for casual employees.

3.07 Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect.

3.08 The employer will regularly provide to the Union an electronic list of all the employees in the bargaining unit in January and October at minimum. The list will include name, job title, mailing address, telephone number, work location and activity code.

ARTICLE 4 **EMPLOYER'S RIGHTS**

4.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, lay-off, classify, direct, transfer, promote, demote and suspend or otherwise discipline employees; and
- (c) To manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, methods, schedules of work, kinds, location and output of machines and maintenance of same and tools to be used; processes and control of materials and parts to be incorporated in the work, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this agreement.

4.02 The Employer also has the right to make and alter, from time to time, the rules and policy to be observed by the employees provided that no change shall be made by the Employer in such rules and policy without prior notice to and discussion with the Union.

At the request of either party, a meeting of the parties will be convened in accordance with the provisions of Article 6.03 for the purpose of such notice and discussion.

4.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the other provisions of this Agreement may be the subject of a grievance.

4.04 On the Monday prior to every Board meeting, the Board agrees to provide electronically to the Union a copy of the agenda together with copies of the Board proceedings from the preceding meeting.

ARTICLE 5 **DISCRIMINATION**

5.01 The Parties agree to abide by the provisions of the Ontario Human Rights Code and there shall be no discrimination, restraint or coercion against any employee because of membership or lawful activity in the Union.

ARTICLE 6 **UNION COMMITTEE AND STEWARDS**

6.01 (a) The Employer will recognize Stewards as elected by the Union.

 (b) A Union Committee of five (5) employees, one of whom shall be the President of the Union or the President's representative, a second shall be the Unit Chief Steward, and the rest as selected by the Union. If a grievance is to be considered, another may be the Steward concerned with the grievance. The Union Committee shall deal with such matters as reviewing and amending this Agreement.

6.02 The Stewards and members of the Union Committee shall have been placed on the Seniority List. The Union shall notify the Board in writing of the names of its Officers, Chief Steward, Stewards and the Union Committee. The Board shall notify the Union in writing of the names of the Board Officials who have functions under this Agreement, stating their functions.

6.03 Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both parties. A representative of the Union may be present, if requested by either party.

A statement outlining the matters for discussions will be submitted by each party not less than two (2) days prior to the time of the scheduled meeting, except in cases of emergency.

The parties agree to produce and maintain a written record of such meetings in accordance with procedures mutually established by the parties.

6.04 The President of the Union, Unit Chief Steward, and Stewards have regular duties to perform on behalf of the Employer. They will not absent themselves, or utilize Board resources or work time, in order to deal with grievances or other Union business without receiving prior permission from their Supervisor. Such permission to leave will not be unreasonably withheld.

6.05 In accordance with this understanding the Employer will continue to compensate the Union President or the President's representative, Unit Chief Steward, Stewards and Committee members for their time spent in attending grievance meetings and other meetings during their working hours between the parties, excluding Arbitration.

6.06 Where an employee, committee member or Union Official is required by the Employer to attend a meeting with the Employer, save and except to process grievances, outside of their regular working hours, such time spent in attendance shall be classed as hours worked. Any voluntary participation in meetings with the Board, (i.e. Policy Advisory Committee, etc.) shall not be deemed as hours worked.

Union Meetings

6.07 (a) The Board agrees that the Union may hold meetings at its work sites outside of the work day at no cost to the Union, provided that appropriate facilities are available and provided that there are no additional costs to the Board.

(b) When a representative of the Union comes into a workplace to speak to a member about Union business, the Union representative will first sign in at the Main Office or designated reception area and shall make their presence known to the Principal or Vice-Principal in school buildings.

6.08 Negotiations

Up to three (3) members of the Union serving on the Negotiations Committee shall receive salary for days spent negotiating with the Board's Negotiating Committee prior to conciliation, providing the time involved interrupts the member's regularly scheduled work assignment.

ARTICLE 7 **GRIEVANCE PROCEDURE**

7.01 It is the mutual desire of the parties that a complaint of an employee or the Board shall be addressed as promptly as possible. It is understood that an employee has no grievance until the employee has first discussed the complaint with the appropriate Supervisor without satisfaction. The employee may, if they wish, be accompanied by their Steward.

Should any difference arise between the Employer and any employee from the interpretation, application, administration or alleged violation of the provisions of

this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner:

The Union shall have the right to file a policy or group grievance with the Controller of Facility Services (or designate) and the Board shall have the right to file a policy grievance with the Union President based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy or group grievance shall be presented at Step 3 to the Controller of Facility Services (or designate) or the Union President (or designate).

7.02 STEP 1

In the first instance, the employee shall take up such grievance, in writing, directly with the Controller of Facility Services (or designate) within ten (10) days of the grievor becoming aware of the event or situation upon which the grievance is based. The Supervisor shall meet with the employee and the employee's Steward within ten (10) days and shall render a decision, in writing, within ten (10) days of such meeting.

7.03 STEP 2

If not then settled at Step 1, the grievance may, within ten (10) days, be submitted in writing to the Controller of Facility Services (or designate). The Chief Steward and the appropriate Steward shall be given the opportunity to discuss the grievance within ten (10) days of submission of the grievance. The Controller of Facility Services (or designate) shall render a decision, in writing, within ten (10) days of the meeting.

7.04 STEP 3 (Individual Grievance)

If not then settled at Step 2, the grievance may, within ten (10) days, be submitted in writing to the Human Resource Services Senior Manager, Labour Relations by the Union Committee, with a copy to the Controller of Facility Services (or designate), to be dealt with at a meeting to be held within ten (10) days of submission. The Superintendent of Human Resource Services (or designate) who has not been previously involved with the processing of the grievance shall render a decision, in writing, within ten (10) days of the meeting.

7.05 STEP 3 (Policy or Group Grievance)

- (a) A policy or group grievance filed by the Union shall be heard by the Superintendent of Human Resource Services (or designate) within ten (10) days. The Superintendent of Human Resource Services (or designate) shall answer the grievance, in writing, within ten (10) days of the meeting.
- (b) A policy grievance filed by the Board shall be heard by the Union President (or designate) within ten (10) days. The Union President (or designate) shall answer the grievance, in writing, within ten (10) days of the meeting.

7.06 STEP 4 ARBITRATION

- (a) If the reply issued in Step 3 is unacceptable, either party may, within thirty (30) days of receiving the written reply, apply for arbitration and shall notify the other party in writing. The notice shall contain the name of the first party's appointee to an Arbitration Board.
- (b) The Parties will each appoint an Arbitrator within ten (10) days after the notification from either party has been received and will promptly advise the other party of the name of their nominee.
- (c) The two (2) nominees will attempt to agree upon a Chair and if they cannot agree within a further fifteen (15) days, then such Chair shall be appointed by the Minister of Labour at the request of either party.
- (d) Each of the parties hereto shall bear the expenses of the nominee appointed by it and the parties shall jointly bear the expenses of the Chair.
- (e) The Arbitrator(s) shall not be authorized to alter, modify, or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.
- (f) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decisions of the majority of such Board will be final and binding upon the parties hereto. In the case there is no majority of the Board, then the decision of the Chair shall be similarly final and binding.
- (g) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice

to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on its merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Employer, or the Union in the case of an Employer grievance, shall stand.

- (h) Upon the mutual consent of the Parties, the Board of Arbitration provided herein may be substituted for by a sole Arbitrator appointed by the Parties, or if they are unable to agree on the selection of an Arbitrator, by the Ontario Labour Relations Board.

7.07 At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.

7.08 If a grievance is not submitted within the time limit provided for, it shall be deemed to be abandoned unless the Parties, by mutual agreement, agree to extend timelines.

7.09 In this Article, days shall exclude Saturdays, Sundays, and Paid Holidays.

7.10 All written grievances shall contain:

- (a) a description of how the alleged dispute is in violation of this Agreement; along with the section or sections alleged to have been violated; and
- (b) a statement of facts to support the grievance; and
- (c) the relief sought; and
- (d) the signatures of a duly authorized official of the Union or the Employer, in the case of an Employer grievance.

The parties agree that no grievance shall be denied owing to failure to provide the information and signatures as set out above.

7.11 Grievance Mediation/Arbitration

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

ARTICLE 8 DISCHARGE AND DISCIPLINE CASES

8.01 Whenever the Employer (or representative of the Employer) deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred, or may follow if such employee fails to bring their work up to a required standard by a given date, the employee shall be given warning in the presence of their steward and the employee and the Union shall be advised promptly, in writing, of the reason for such warning.

8.02 When an employee is discharged or suspended, the employee shall be given the reason in the presence of their steward. Such employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discharge or suspension.

8.03 (a) A claim by an employee that the employee has been unjustly disciplined shall be treated as a grievance at Step 2 of the Grievance Procedure provided that a written statement of such grievance is lodged with the Controller of Facilities Services or designate within five (5) days of the disciplinary action or within five (5) days after the Union has been notified, whichever is later.

(b) A claim by an employee that the employee has been unjustly discharged shall be treated as a grievance as in 8.03 (a) however, such grievance shall be lodged at Step 3 in accordance with Article 7.04.

8.04 Such grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other

arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.

- 8.05 (a) After eighteen (18) months following the issuance of a letter of discipline, an employee may request, in writing, to the Human Resource Services Senior Manager, Labour Relations that such correspondence or record of disciplinary action, be removed from the employee's personnel file, provided that there has been no further incidents of discipline within the eighteen (18) month period. Such disciplinary documentation will be removed and sent back to the employee for destruction. This article shall not apply to disciplinary actions taken with employees for inappropriate conduct towards students, unless the disciplinary action is subsequently altered through the grievance procedure.
- (b) Notwithstanding (a) above, the Employer agrees that a letter of discipline (provided that there have been no further incidents of discipline within the eighteen (18) month period and except for disciplinary actions taken with employees for inappropriate conduct towards students) shall not be relied upon in any subsequent proceedings after eighteen (18) months following its issuance.
- 8.06 An employee, or designate in writing, may review their personnel employee file. The employee (or designate) shall make application in writing, to the Human Resource Services Senior Manager, Labour Relations, who shall upon receipt of the request arrange for access to the file within three (3) working days. Before being allowed to access their file, the employee (or their designate) shall be required to provide proof of identity. Either party of this agreement may request that the employee review the file contents in the presence of a Union representative. Should the employee dispute the accuracy or completeness of any information contained in their file, the Board shall on receipt of a written request by the employee to the Human Resource Services Senior Manager, Labour Relations stating the alleged inaccuracy, either confirm or amend the information. An employee shall have the right to make copies of any material contained in their personnel record in the presence of the Human Resource Services Senior Manager, Labour Relations or designate.
- 8.07 An employee wishing to have documents removed, as referenced above in Article 8.06, shall make application, in writing, to the Human Resource Services Senior Manager, Labour Relations through the President of the Union.
- 8.08 The Board agrees that employee files, including files containing medical information and information pertaining to Criminal Reference Checks,

shall be kept in a secure location at the Board's Education Centre.

- 8.09 When an employee is required to attend a disciplinary meeting at a location other than the employee's normal work site, the employee shall be informed in advance of the purpose of the meeting, paid for their attendance (including travel allowance as provided for in Board policy) and shall, if they wish, have a representative of the Union present.

ARTICLE 9 **NO STRIKE OR LOCKOUTS**

- 9.01 During the life of this Agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the *Ontario Labour Relations Act*, as amended from time to time.

ARTICLE 10 **SENIORITY, JOB POSTINGS AND LAYOFF**

- 10.01 "Seniority" is defined as the length of service with the District School Board of Niagara (including its predecessor Boards) attained since the last date of hire. Seniority shall operate on a bargaining unit basis.

10.02 **Seniority Lists**

- (a) The Employer shall maintain two (2) seniority lists showing the dates upon which each employee's service commenced. Up-to-date seniority lists shall be available electronically to the Union. Copies of the Seniority List will be posted on the Board's internal web site by March 1st of each year.
- (b) Seniority List No. 1 shall contain the names of those employees regularly employed for more than twenty-four (24) hours per week.
- (c) Seniority List No. 2 shall contain the names of those employees regularly employed for twenty-four (24) hours per week or less.
- (d) A new employee shall be placed on the appropriate seniority list, according to the date of their hiring after they have successfully completed a probationary period of three (3) months, exclusive of July and August.
- (e) Until an employee's name is placed on the appropriate seniority list, they shall be known as a probationary employee.

- (f) An employee who moves from Seniority List No. 2 to Seniority List No. 1 shall receive a second appointment date coincident with the date the employee commences working more than 24 hours per week. The second appointment date shall only be used in establishing length of continuous service among employees on Seniority List No. 1.
- (g) An employee who moves from Seniority List No. 1 to Seniority List No. 2 shall be credited with the earliest appointment date appearing on either list. Should such employee subsequently return to Seniority List No. 1, they shall be credited with the appointment date previously shown on Seniority List No. 1.
- (h) Effective January 1, 2005 should two or more employees' seniority date be the same, the Employer shall determine the sequence based on the Social Insurance Numbers by using the lowest last six numbers as the highest place on the seniority list. (Note: this article will not change the sequence of employees listed on the seniority list prior to January 1, 2005.)
- (i) When an employee covered by the other CUPE, Local 4156 collective agreement is the successful applicant on a job posting covered by this collective agreement, the employee will be allowed to bring all of their seniority and service into this collective agreement and will be placed in their correct order on the seniority list for this collective agreement.
- (j) Monthly, the Employer shall forward a list of casual employees to the Union. This list shall show the length of employment of each casual employee.

10.03

- (a) An employee shall not lose seniority rights if they are absent from work because of illness, accident, layoff, or leave-of-absence approved by the Employer.
- (b) An employee shall lose their seniority in the event:
 - (i) The employee is discharged for just cause and is not reinstated.
 - (ii) The employee resigns or retires.
 - (iii) The employee is absent from work five (5) working days or more without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

- (iv) The employee fails to return to work within seven (7) calendar days following layoff and after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number.
- (v) The employee is laid off for a period longer than twenty-four (24) months.

10.04 No employee shall be transferred to a position outside the bargaining unit without that employee's consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain and accumulate their seniority provided the transfer is for a period of six (6) consecutive months or less. After this period, which may be extended by the mutual agreement of the Union and the Employer, the transferred employee shall lose all seniority if they elect to remain in the position outside the bargaining unit.

- 10.05
- (a) When a vacancy occurs as a result of a resignation, retirement, promotion, demotion, transfer, discharge or a new position is created within the bargaining unit, the Employer shall notify the Union electronically and post notices of the position on Board designated electronic application system (currently "Apply to Education/ Simplification") for a minimum of seven (7) working days in order that all members will know about the position and be able to make electronic application thereof.
 - (b) Such notice shall contain the following job requirement information:
 - Nature of position, qualifications, required knowledge and education, skills, location/work area, shift, hours of work, wages or salary rate or range.

Relief Custodian postings will identify the Supervisors area of schools that the posting covers. It is understood that relief workers can be assigned duties at any site subject to operational requirements.

- (c) These job requirements may not be established in an arbitrary or discriminatory manner. A new employee will not be hired to fill a specific vacancy until it has been determined that the position cannot be filled by a properly qualified member of the bargaining unit who has made

application to the job posting and meets the job requirements including core duties. Postings for vacancies shall include the name of the successful applicant to the previous posting.

- (d) Except in appointments requiring the confirmation of the elected representatives of the Board, appointments shall be made within ten (10) working days of the closing date on the posting. The successful applicant and the Union shall be notified of the successful applicant for the job within five (5) working days of the appointment being made.
- (e) When any classification is changed or where the Union or an employee feels they are incorrectly classified or when any position not covered by the collective agreement is established during the term of the agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the classification or rate of pay of the job in question, such dispute shall be subject to the grievance procedure.
- (f) If the employer decides to postpone the filling of a vacancy, the Union shall be notified.

10.06 In making staff changes, the following factors shall be considered:

- (1) Length of service
- (2) Knowledge, training, ability, skills, efficiency, and past work record with the Employer
- (3) In the case of lateral moves, the employee will be deemed to be already qualified to perform the duties of the position.

When factors outlined in (2) above are relatively equal, then factor (1) shall govern.

Employees on Seniority List No. 1 shall have preference for any positions over employees on Seniority List No. 2.

10.07 (a) A successful applicant, excluding situations as set out in (b) below shall be placed on a trial period for fifteen (15) working days, exclusive of July and August. The trial period shall be deemed to be ended conditional on satisfactory performance during the fifteen (15) working days. In the event

the successful applicant is unsatisfactory in the position during the aforementioned trial period, they will be returned to their former position. The vacant position will be offered to the second senior qualified applicant to the original posting. If the second senior qualified applicant is unsatisfactory or rejects the offered position, then the Employer will offer the position to the third senior qualified applicant, and so on, until the position is filled.

(b) A successful applicant who moves from Maintenance to a Custodial position or from a Custodial to a Maintenance position shall be placed on trial for a period of three (3) months, exclusive of July and August, conditional on satisfactory performance. In the event the successful applicant proves unsatisfactory in the position in the aforementioned trial period, they will be returned to their former position and rate of pay. The vacant position will be offered to the second senior qualified applicant to the original position. If the second senior qualified applicant is unsatisfactory or rejects the offered position, then the Employer will offer the position to the third senior qualified applicant, and so on, until the position is filled.

(c) A successful applicant to any position, other than lateral positions, shall have a period of ten (10) working days to elect to return to their former position.

A successful applicant to any lateral position shall have a period of five (5) working days to elect to return to their former position.

Employees exercising this option will be limited to exercising it twice during the life of the Collective Agreement.

(d) Once selected for a position, the successful applicant shall not be eligible to apply for another vacancy within that school year unless the vacancy is one that entails a promotion. For the purposes of this clause, promotion shall be defined as:

(i) movement to a higher pay scale as outlined in Schedule A of this Agreement, or

(ii) an increase in hours, or

- (iii) a change in municipality for the employee, or
 - (iv) a position within 1.6 kilometres of the employee's home as determined through Google Maps driving distance.
- (e) A new employee will not be hired to fill a specific vacancy until it has been determined that the position cannot be filled by a properly qualified member of the bargaining unit who has applied for the position and meets the job requirements including core duties. The Employer agrees that when it has to hire from outside of the bargaining unit because there was no qualified member of the bargaining unit who had applied for the position and met the job requirements including core duties, then the person hired from outside of the bargaining unit must meet the requirements of the position as set out on the original posting.

Postings for vacancies shall include the name of the successful applicant to the previous posting.

10.08 The Union shall be notified of all lay offs, recalls and terminations of employment, within the bargaining unit.

10.09 (a) In the event that a vacancy arises because of an illness or non-compensable accidental injury which would appear to be long-term, the parties shall meet under Article 6.03 of this Agreement for the purposes of determining what action might be taken to fill the position, including the use of the posting procedure.

(b) Subject to the employee's ability to meet the normal requirements of the position, employees shall have a right to return to their former position provided the period of absence has been for one (1) year or less.

(c) Where the period of absence exceeds that set out in (b) above, the returning employee will be entitled to exercise seniority rights, in accordance with Article 10.16.

10.10 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided that the remaining employees are qualified to fill the remaining job classifications. Laid off employees shall be re-employed in order of their seniority providing they are qualified to do the work.

A laid off employee may refuse a call back if the job offered does not provide the same rate of pay or regular hours of work as the job held prior to lay-off.

10.11 No new employees will be hired until those laid off have been given an opportunity for re-employment to positions for which they are qualified.

10.12 Unless legislation is more favourable, in the case of lay-offs of ninety (90) consecutive working days or less, the Employer shall notify employees who are to be laid off five (5) full days before the lay-off is to be effective.

Where the duration of the lay-off is to exceed ninety (90) consecutive working days, the Employer shall notify employees who are to be laid off ninety (90) full calendar days before the lay-off is to be effective. If the employee has not had the opportunity to work the time as provided in this Article, that employee shall be paid for the days for which work was not made available. This does not apply to employees who terminate their employment on notice of lay-off. The terms "lay-off" shall exclude instances of cancelled shifts caused by an act of God.

10.13 In the event of school closures, the employees in the schools so affected shall be notified within fifteen (15) calendar days of the final decision of the Board. The employees so informed shall notify the Employer within ten (10) calendar days of receipt of notice of their intention to exercise their seniority rights under this Agreement.

10.14 The Union Executive Board will still be recognized by the Employer, even when laid off.

10.15 Grievance concerning lay-offs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

10.16 (a) An employee with seniority in the bargaining unit whose job is permanently affected by way of being discontinued may, if that employee chooses:

- (1) displace one of the three (3) least senior employees—in any job classification,
- (2) or a less senior employee in a lower classification,
- (3) or a less senior employee in the same job classification, in the same Area as the displaced employee.

for which the displaced employee is qualified and can demonstrate the required knowledge, skills and ability to perform the requirements and core duties of the position. Other employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner and shall have five (5) working days in which to notify the Employer of their intention to exercise their seniority rights under this Agreement. Any employee displaced will be notified by the Controller of Facility Services or designate with information as to their rights under this clause. In the event any employee is unable to find a suitable position due to being displaced, the employee shall be considered laid off.

Note: For the purposes of this article only, Relief Custodian, Lead Hand Custodian, Day Custodian, Shift Custodian and Night Custodian will be deemed to be in the same job classification, provided the displaced employee can demonstrate the required knowledge, skills and ability to perform the requirements of the position.

(b) For the purposes of applying (a) above, “areas”, shall be defined as follows:

Area 1	Cherrywood Acres Forestview Garrison Road Greendale Heximer Avenue James Morden John Brant John Marshall Kate S. Durdan Martha Cullimore New Niagara Falls Elementary School (Pending) Orchard Park Peace Bridge Prince Philip (Niagara Falls) Princess Margaret River View Simcoe Street Stevensville
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St. Davids
Valley Way
Victoria

A. N. Myer S. S.
Stamford Collegiate
Westlane S. S.
Greater Fort Erie S. S.

Area 2

A. K. Wigg
DeWitt Carter
Diamond Trail
Fitch Street
Glendale
Glynn A. Green
Gordon
McKay
Oakwood
Ontario
Plymouth
Prince of Wales (Thorold)
Princess Elizabeth
Quaker Road
Richmond Street
Ross
Steele Street
Wellington Heights
Westmount
William E. Brown (New School Build Pending)
Winger (New School Build Pending)

Eastdale S. S.
Thorold S. S.
E. L. Crossley S. S.
Port Colborne H. S.
Welland Centennial S. S.

Welland Service Centre
Niagara Student Transportation Services
Outdoor Adventure Campus

Area 3

Caistor Central
Central
Gainsborough
Grand Avenue
Jacob Beam
Lakeview
Nelles
Park
Senator Gibson
Smith
Smithville
Twenty Valley

West Niagara S. S.

Area 4

Alternate Pathways Centre
Applewood
Burleigh Hill
Carleton
Connaught
Crossroads
Dalewood
DSBN Academy (6-8)
Edith Cavell
E. I. McCulley
Ferndale
Gracefield
Grapeview
Harriet Tubman
Jeanne Sauvé
Lincoln Centennial
Lockview
Oakridge

Parnall
Pine Grove
Port Weller
Power Glen
Prince of Wales (St. Catharines)
Prince Philip (St. Catharines)
Westdale
William Hamilton Merritt
Woodland

DSBN Academy (9-12)
Eden H. S.
Laura Secord S. S.
Lifetime Learning Centre
Governor Simcoe S. S.
Sir Winston Churchill S. S.
St. Catharines Collegiate

Walker Living Campus

Education Centre
St. Catharines Service Centre
School Support Services

- (c) In the event of reorganization or reduction in the workforce of ten (10) or more employees, a Redeployment Committee shall be established no later than two (2) weeks after the notice of layoff or reduction is given to the Union.

The mandate of the Committee is to identify and propose alternatives to the proposed layoff or elimination of positions.

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at regular or premium rate, whichever is applicable.

Each party shall appoint a co-chair of the Redeployment Committee. Co-chairs shall chair alternative meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes, and writing such correspondence as the committee may direct.

10.17 In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Local Executive Board and the Chief Steward shall be the last persons laid off during their term of office as long as full-time work for which they are qualified to perform is available.

10.18 For the purposes of this article, "lay-off" shall include:

- (a) any reduction in hours of a full-time employee or
- (b) a reduction in a part-time employee's regularly scheduled hours of twenty per cent (20%) or more.

ARTICLE 11 LEAVE OF ABSENCE

11.01 The Employer may grant leave of absence without pay to employees for personal reasons. Request for such leave shall be in writing and shall be submitted in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as provided for in this Agreement. Unless otherwise mutually agreed, such leave shall not exceed six (6) months duration and seniority shall accumulate during such leave.

11.02 (a) Employees elected or selected by the Union to attend Union conventions, conferences and meetings shall, where reasonably possible, be granted leave of absence without compensation for attending or travelling to same, provided the Employer is given reasonable notice. No more than four (4) employees may be absent at any one time and such leaves shall not exceed an aggregate of sixty (60) working days in any calendar year, which shall not include twelve (12) days for a committee of six (6) persons to attend the meeting of the Ontario School Board Council of Unions (OSBCU). Not more than one (1) employee shall be from any one (1) worksite or functional section of a department during the heating season.

The Employer shall continue to pay the employee's regular wages and benefits during such leave and shall bill the Union on a monthly basis for

the full cost of same. The Union shall reimburse the Employer for such cost.

In the event the Employer is forced to cancel a granted Leave of Absence under this article resulting in a direct non-refundable cost to the Union, the Employer shall reimburse the Union for such cost.

(b) In addition to the leave provided in 11.02 (a) above, the Employer shall grant, upon reasonable notice, leave of absence without pay and without loss of seniority for the term of office, to an employee who is elected or selected to serve on the Provincial, Federal or Local Executive of the Union.

11.03 Requests for leaves of absence in accordance with Article 11.02 (a) and (b) shall be made in writing by the Union to the Controller of Facility Services (or designate).

11.04 Upon request to the appropriate Supervisor, the Union President or the President's representative shall be allowed up to four (4) hours with pay to attend the funeral of an employee covered by this Agreement.

11.05 Upon receipt of reasonable notice and contingent upon the requirements of its operations, the Employer shall grant leave of absence, without compensation and without loss of seniority, to only one (1) employee who is elected or selected for a position with the Canadian Labour Congress, Ontario Federation of Labour, the Ontario Division or National body of the Canadian Union of Public Employees, or public office. The employee shall be entitled to return to their former position upon the expiration of the leave, or to another position in accordance with their ability, qualifications, and seniority, if the employee's former position is not available.

11.06 Upon application, an employee shall be granted up to one (1) full school year leave without pay for the purpose of career enhancement within the field of education. Seniority shall accumulate for the period of leave. Application for such leave must be submitted in writing to the Controller of Facility Services (or designate) by April 30th prior to the leave.

11.07 The parties agree that the provisions and regulations of the *Employment Standards Act* shall apply in the event of the pregnancy of an employee. Requests for such unpaid leave of absence must be submitted to the Employer in writing and accompanied by a medical doctor's certificate verifying the expected date of birth and the employee's ability or inability to do the work of their position at least two (2) weeks before the leave is to begin. Such requests shall be submitted to the employee's immediate supervisor. In no case shall a maternity leave of absence be eligible for payment under the sick leave plan.

Maternity Benefits/SEB Plan

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

11.08

The Employer shall grant a leave of absence without pay for a period of up to thirty-seven (37) weeks to an employee who intends to adopt a child. The employee shall give the Employer one (1) month notice in writing of intent to take leave for the purpose of adoption and the date the leave is to be taken. Recognizing that the date of departure may be at any time after the application for leave is made, the leave shall begin with a mutually agreeable date related to the date the child is to be received, once it is known, and shall end no later than thirty-seven (37) weeks from that date. The above shall apply unless otherwise arranged with the mutual consent of the Employer and the employee.

The Employee shall report for work upon termination of such leave of absence, or extension, following two (2) weeks' notice of the employee's intention to return to work, at which time the employee will be placed in a position consistent with the seniority provisions of this Agreement.

11.09 Benefits as outlined in Article 22 (excluding Long Term Disability) shall be continued subject to the approval of the Insurance Carrier(s) if the employee is a participant prior to the commencement of the leave. The employee shall pay the full cost of the required premiums.

11.10 The parties agree that the provisions pertaining to employee-financed leaves as set out in Administrative Procedure 5-04 Employee Financed Leave Plan shall remain in effect for the duration of this Agreement subject to any changes required for compliance with applicable legislation.

ARTICLE 12 CLASSIFICATIONS AND WAGE RATES

12.01 Positions shall be classified, and salaries shall be paid during the term of this Agreement in accordance with Schedule A which is attached to and which forms part of this Agreement.

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

12.03 Effective September 1, 2021:

An employee who holds recognized Ministry of Labour Trade Certificates of Qualification which are required for the job classification and provides proof of valid certification and approved by the Employer shall receive an additional allowance of \$197.12 per year per certificate to a maximum of two (2) such certificates.

12.04 If the Employer establishes a new classification, the Employer shall set the rate of pay and notify the Union in writing. After a trial period of thirty (30) days, the Union may notify the Employer, in writing, that the Union does not agree with the rate and wishes to negotiate it. If the Union does not give such notice, or the parties agree in negotiations, then the new rate, and if needed, the new classification shall become part of Schedule A. If the parties do not agree in negotiations, the matter may be referred to Arbitration as provided in Article 7. The Arbitration Board, in making its findings, may use no criteria other than the rates in Schedule A.

- 12.05 (a) Without restricting its right to determine the methods by which services are to be provided, the Employer agrees that if the introduction of new equipment, the planned cessation of operations, or local government reorganization resulting from a decision of the Employer makes it necessary to displace employees with more than two (2) years' seniority, no such employee shall be laid off or have their employment terminated, unless they cannot be employed satisfactorily either through the normal exercise of their seniority or after reasonable on-the-job training for a vacancy that arises in the Unit during the period of notice. The period of notice under any of the foregoing circumstances, shall be a minimum of six (6) months. Should termination occur under this Section, a severance allowance shall be paid in an amount which, when taken together with any sick leave gratuity dues, shall equal two (2) weeks' salary for each completed year of service to a maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.
- (b) In the event that the Board should introduce new methods or equipment which require new or greater skills than possessed by an employee on the job to which they apply, the Employer shall reimburse the employee who undertakes and successfully completes an approved course of study or after-hours training for the cost of tuition and textbooks.

ARTICLE 13 HOURS OF WORK

13.01 The standard hours of work for full-time employees shall be forty (40) hours per week.

13.02 (a) All Facilities Staff

Normal hours of work for all Facilities employees shall be as follows:

Regular Day Shift

7:00 a.m. to 3:30 p.m. (one-half (1/2) hour unpaid lunch)

7:00 a.m. to 4:00 p.m. (one-hour unpaid lunch)

Upon approval by Management, consideration will be given for the option of 10-hour shifts Monday - Thursday or Tuesday – Friday based on operational needs.

Regular Afternoon Shift

3:00 p.m. to 11:00 p.m. (inclusive of a paid lunch period of twenty (20) minutes)

Regular Night Shift

11:00 p.m. to 7:00 a.m. (inclusive of a paid lunch period of twenty (20) minutes)

(b) Custodial Staff - Part-Time

Hours of work shall be scheduled by the Employer.

Note: The Employer reserves the right to establish new hours of work, subject to the parameters set out above.

(c) The Board will not schedule split shifts. A split shift is defined as a shift that has a break or gap of greater than one (1) hour at any location(s).

13.03 The Employer does not guarantee the above standard or other hours of work. But before any permanent change is made in starting and stopping times, or new or different shifts are established, there will be prior notice and discussion with the Union Committee, as provided for in Article 6.03.

13.04 Hours of work, as set out in Article 13.02 above may, with the written approval of the respective Supervisor, be modified.

13.05 All employees shall be permitted a fifteen (15) minute break for each consecutive four (4) hours of work, provided that all such breaks are taken on the Board's premises except as may be otherwise approved by the Employer.

13.06 Full-time day employees will work 7:00 a.m. to 3:00 p.m. (inclusive of a paid lunch period of twenty (20) minutes) during Christmas and March Break when school classes are not in session and for the period commencing the first full week in July and concluding on the Friday prior to the week prior to Labour Day.

Contingent on operational need, full-time afternoon shift employees regularly working 3:00 p.m. to 11:00 p.m. may be approved to work 7:00 a.m. to 3:00 p.m. (inclusive of a paid lunch period of twenty (20) minutes) during the same time period(s).

- 13.07 A custodian must be on site for the whole duration of:
- i. any scheduled indoor permit/rentals on school property and;
 - ii. any scheduled outdoor permits based on operational need.

ARTICLE 14 OVERTIME

14.01 An employee shall be paid overtime as follows:

- (a) Time and one-half for hours worked in excess of
 - (i) the standard eight (8) daily hours, and
 - (ii) forty (40) hours per week
- (b) Time and one-half for Saturday
- (c) Double time for Sunday
- (d) Double time for Statutory Holidays.

Emergency situations shall be paid in accordance with this Article on the approval of the appropriate Supervisor.

14.02 Employees required to work more than three (3) hours unscheduled overtime, which is not separated from a scheduled shift, shall be provided with a meal allowance of ten dollars (\$10.00).

14.03 The Employer shall periodically review the overtime worked by all employees within a particular facility and will attempt to ensure that such overtime is divided equally among employees in the facility who are willing and qualified to perform the available work.

14.04 Quarterly, the Manager of Facility Operations and Manager of Maintenance (or designate), the President of the Union, and the Chief Steward shall meet and review the allocation and distribution of overtime assignments. Copies of overtime sheets will be forwarded to the Union quarterly.

14.05 With the prior mutual agreement of the Supervisor and the employee concerned, overtime can be taken by time off in lieu of pay, or at the premium rate.

14.06 An employee who was scheduled to work a permit but misses out on the overtime because they have not received twenty-four (24) hours advance notice of a cancellation will be paid as if they had worked the permit hours.

ARTICLE 15 VACATIONS

15.01 Full-time employees shall receive paid vacations, or vacation pay, on the following basis:

Years of Service by July 1	Vacation	Vacation Pay
Less than 1 year	1 working day per month to a maximum of 10 days with pay	4% on earnings from July 1 of the previous year
1 year but less than 3 years	2 weeks	4%
3 years but less than 10 years	3 weeks	6%
10 years but less than 17 years	4 weeks	8%
17 years but less than 25 years	5 weeks	10%
25 years and over	6 weeks	12%

The Vacation Period shall commence on January 1st of each year and end by December 31st of each year.

All vacations must be taken by December 31st of each year.

Vacation times shall be approved by the Employer, taking into consideration the wishes of the employee and seniority. Where a conflict in vacation scheduling arises, it shall be resolved by seniority except as provided in Article 15.02.

15.02 **Vacation Bid**

For full-time Custodial employees, a form will be sent out to employees by October 15th to request their vacation for the upcoming year. Vacation will be granted based on operational needs and seniority. Any vacation request not submitted by the due date (November 15th) will be processed on a first come, first served basis. Seniority will not be considered for requests submitted after the due date.

Requests to be submitted by November 15th for the subsequent calendar year. For the majority of the Vacation Allocation, submissions should be requested in full week allotments. Single day requests will also be granted based on operational need.

Requests for vacation from January 1st through December 31st.

Vacation Bid for full-time employees:

Bid Period 1

January 1st to June 30th ; a form will be sent out to employees by October 15th to request their vacation for the upcoming year. Requests will be submitted no later than November 15th.

The Employer shall approve or deny Bid Period 1 vacation requests by December 1st.

Bid Period 2

July 1st to December 31st; a form will be sent out to employees by March 15th to request their vacation for the remainder of the year. Requests will be submitted by April 15th.

The Employer shall approve or deny Bid Period 2 vacation requests by May 1st.

Vacation for both bid periods will be granted based on operational needs and seniority. Any vacation request not submitted by the due date (November 15th and April 15th) will be processed on a first come, first served basis. Seniority will not be considered for requests submitted after the due dates.

- 15.03 Maintenance department and Property Services employees may, subject to the approval of the Controller of Facility Services (or designate), take vacation at any time of the year. Such arrangements shall only be made during the school year when adequate coverage in each trade can be arranged.
- 15.04 The vacation pay to which a deceased employee was entitled at the time of their death shall be paid to the employee's estate.
- 15.05 Upon submission of acceptable medical documentation, the Employer shall approve sick leave to be substituted for vacation time when an employee has become incapacitated by sickness or accident and the documentation has been received by the Employer prior to commencing their vacation. Where an employee is hospitalized during their vacation, the Employer, upon receipt of acceptable medical documentation, shall allow the substitution of sick leave during the period of confinement to hospital.

15.06 Employees regularly scheduled to work less than twenty-four (24) hours per week and less than twelve (12) months per year shall receive vacation pay on the following basis:

Years of Service by July 1	Vacation Pay
Less than 3 years	4% on earnings
3 years but less than 10 years	6% on earnings
10 years but less than 17 years	8% on earnings
17 years but less than 25 years	10% on earnings
25 years and over	12% on earnings

Vacation pay, as set out above, shall be calculated on each pay at the applicable percentage and paid with each pay from September to June.

15.07 An employee who has been granted a leave of absence without pay for any reason for one (1) month or more shall have their paid vacation entitlement pro-rated on the basis of the actual full months of active (paid) employment. Full months of active paid employment is defined as an employee who has worked eleven (11) or more working days in the calendar month.

15.08 An employee who has been on long-term sick leave and has been unable to use their vacation entitlement shall be allowed to carry over to the next year any unused vacation entitlement.

ARTICLE 16 PAID HOLIDAYS

16.01 (a) Each regular employee employed on a calendar year basis shall be entitled to a holiday on each of the following days:

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

All normal working days from December 24th through to December 31st, provided school classes are not in session;

- (b) Regular employees employed on a ten (10) month basis who are not scheduled to work during the Christmas or Winter Break will receive the following holidays with pay:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Labour Day
Thanksgiving Day

All normal working days from December 24th through to December 31st, provided school classes are not in session.

- 16.02 To qualify for the holiday with pay, the employee must have worked their regularly scheduled hours immediately preceding and succeeding the paid holiday unless the employee is on approved leave including vacation, sick leave, compassionate leave or unless written permission is obtained from the Controller of Facility Services (or designate).
- 16.03 If July 1st (Canada Day) falls on a Tuesday or Thursday, the holiday will be observed on the preceding Monday or the following Friday respectively.
- 16.04 Where, during the term of this Agreement, the normal number of workdays from December 24th through December 31st inclusive is less than six (6), the Employer shall declare additional paid holidays during the Christmas Break, to provide an aggregate of six (6) paid holidays.
- 16.05 Provided a part-time employee has been working full-time for a ten (10) day period immediately prior to a paid holiday, the employee shall be paid full-time for the paid holiday.
- 16.06 An employee who works on the day of observance of one of the paid holidays shall receive, in addition to the pay provided in Article 16.01, double the employee's wage rate for all hours worked on the paid holiday.

16.07 If a paid holiday is observed during an employee's vacation, such employee shall be given another days' vacation with pay or the equivalent wage in lieu thereof.

Such additional day of vacation shall be rescheduled as approved by the Employer.

In either case the pay shall be calculated on the basis of the normally scheduled hours of work for that day.

16.08 If a paid holiday falls during an employee's time of paid sick leave, such employee shall receive their holiday pay and no time shall be deducted from accumulated sick leave.

16.09 During the months of July and August, all full-time custodial and maintenance employees, excluding casual employees and students, shall be allowed one (1) day off work in each month as a personal paid day. Scheduling of these days shall be approved by the Facility Services Department to allow for school activities.

The last week prior to school opening in September is excluded from this provision.

ARTICLE 17 COMPASSIONATE AND SPECIAL LEAVE

17.01 A leave of absence with pay will be allowed in the event of a death in an employee's immediate family as follows:

- (a) five (5) working days for the bereavement of a spouse, parent, or child who is legally in their care.
- (b) three (3) working days for the bereavement of a sibling, parent-in-law, grandparent, grandchild, sibling-in-law, child-in-law, partner, or other relative who lived in the house.
- (c) one (1) day for the bereavement of an aunt, uncle, niece, nephew, or grandparent-in-law.
- (d) Special circumstances may be reviewed under Article 17.07.

The employee shall report details of the leave to the immediate supervisor prior to the leave and submit the required written Bereavement Leave form to their immediate supervisor as soon as possible, if requested.

17.02 An employee shall be granted up to one (1) day for acting as a pallbearer at a funeral.

17.03 An employee shall not be entitled to the benefits of Article 17.01 when they fail upon request to furnish the Employer with reasonable proof of death.

17.04 Family Care Leave

An employee shall, upon approval, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) calendar year for the purpose of tending to the employee's own children, parents, spouse, parent-in-law, or any other relative who resides in the household, in cases involving serious illness/injury.

17.05 (a) The Controller of Facility Services (or designate) shall grant leave of absence without loss of salary or sick leave credits:

(i) when it is necessary for the employee to attend on the day that an adopted child or an employee's newborn child is brought home or to be present during the delivery of the employee's child.

(ii) when required to undergo an examination for the continuance or upgrading of a license or certificate relating to the classification in which the employee is currently employed.

(b) The Controller of Facility Services (or designate) may grant special leave for up to three (3) days per employee per calendar year for:

(i) purposes of extending the time provided in Article 17.01 where necessitated by circumstances or distances involved;

(ii) other personal reasons not covered in Article 17.01.

(d) Leaves of absence granted under Article 17.05 (b) shall be subject to an aggregate maximum of three (3) days per employee per calendar year and shall be exclusive of any leaves granted under Article 17.04 above.

17.06 Quarantine

An employee who is quarantined or otherwise prevented by an order of the Medical Health Authorities from attending their duties because of exposure to a

communicable disease, shall be granted a leave of absence without loss of sick leave credit, loss of salary, or loss of seniority.

17.07 **Special Circumstances**

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence.

17.08 **Short Term Paid Leave – Indigenous Employees**

Indigenous employees may use existing short term paid leave to a maximum of five (5) days in any one (1) school year for the purposes of:

- (a) Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and

- (b) Attendance at Indigenous cultural/ceremonial events.

ARTICLE 18 **JURY DUTY**

18.01 An employee called for jury duty or subpoenaed as a witness shall absent themselves from work only long enough to carry out their duties. Such employee will be paid for their standard scheduled hours at their normal rate of pay for the period of absence required to attend to these duties.

18.02 The employee shall submit to the Employer a copy of the notice to appear as verification. Upon receipt of the notice, the Board shall pay the employee for their standard scheduled hours.

ARTICLE 19 **SHIFT PREMIUMS**

19.01 (a) Effective September 1, 2021, a full-time employee shall receive a premium of 47 cents per hour in addition to their regular rate for all hours worked on a scheduled shift which starts between 11:00 a.m. and 6:00 p.m.

- (b) Effective September 1, 2021, a full-time employee shall receive a premium of 53 cents per hour in addition to their regular rate for all hours worked on a scheduled shift which starts after 6:00 p.m. and before 7:00 a.m.

19.02 Shift premiums shall not be received on top of overtime hours except where a scheduled shift continues beyond the normal stopping times when the employee shall receive the applicable shift premium as for their scheduled shift in addition to the applicable overtime rate.

ARTICLE 20 **TEMPORARY TRANSFERS**

20.01 An employee temporarily transferred to a classification at a higher rate shall receive the new rate effective from the date of transfer and for the duration of the transfer.

ARTICLE 21 **CALL-IN PAY**

21.01 An employee who is called back to work by the appropriate supervisor shall be paid a minimum of three (3) hours at overtime rates.

ARTICLE 22 **GENERAL WELFARE PROGRAM**

22.01 When an employee is in receipt of LTD benefits prior to January 1, 1998, the Board will continue to pay 100% of the benefit cost. Employees who are in receipt of LTD benefits on or after January 1, 1998 shall be eligible to receive the Board's portion of the costs for Semiprivate and Extended Health providing they continue to pay the employee's portion of the cost and such coverage is permitted by the insurance companies.

ARTICLE 23 **SICK LEAVE**

23.01 "Sick Leave" means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

23.02 (a) After a minimum of five (5) consecutive days of absence, the Employer may require the employee to furnish a certificate from a physician or dentist, certifying the employee's inability to carry out their duties due to personal injury or illness and where known an expected date of return, to continue

payment under sick leave credits. The Employer shall, if required, reimburse the employee for the cost of the certificate.

- (b) Notwithstanding the above and for just and sufficient cause, the Employer may require an employee to submit the certificate thereunder for a period of absence of less than five (5) days. The Employer shall, if required, reimburse the employee for the cost of obtaining a certificate when the period of absence is less than five (5) days.
- (c) Only absence occasioned by illness or injury of the employee shall be charged against the sick leave credit.
- (d) No payment under this section shall be made to an employee while such employee is on leave-of-absence granted under Article 11 of this Agreement.
- (e) In the case of habitual sick-leave usage or extended absence, the Employer may require an employee absent from work due to illness or non-compensable accidental injury to be examined by an Employer-appointed medical practitioner. The Employer shall reimburse the employee for any charges for the above examination not covered by O.H.I.P.
- (f) A regular employee returning to work after having been on sick leave after five (5) days, L.T.D., or an approved work-related accident, must produce medical documentation satisfactory to the Employer clearly certifying that the employee is capable of performing the normal requirements of their position. The Employer shall, if required, reimburse the employee for the cost of the certificate.

23.03

An employee with sick leave credits who is injured during the course of their employment and loses time from work as a result of that injury will continue to be paid full salary and benefits for each day of absence. One (1) day will be deducted from sick leave credits for each day of absence until the claim has been approved by the Workplace Safety and Insurance Board (WSIB). Once the claim has been approved the sick days deducted will be reinstated, and the employee's WSIB Payments will be topped up to 100% of salary. The top-up amount shall be paid for a maximum of four years and six months.

An employee without sick leave credits who is injured in the course of their employment and loses time from work will not receive any compensation until the Workplace Safety and Insurance Board (WSIB) approves their claim, and

thereafter will receive pay directly from them at the current legislated ratio of pay. If the claim is not approved, there will be no compensation from the District School Board of Niagara or the Workplace Safety and Insurance Board (WSIB).

23.04 An employee shall, on the first day of illness, report or cause to report such illness in accordance with procedures established by the Employer as follows:

Full-Time (Day Shift)

No later than one (1) hour prior to the commencement of the employee's scheduled shift (except in cases of emergency).

Full-Time (Afternoon Shift)

No later than 11:00 a.m. (except in cases of emergency).

Part-Time

No later than 11:00 a.m. (except in cases of emergency).

For the purpose of reporting an absence, it is the employee's responsibility to enter the absence into the Board's absence management system.

23.05 Reporting procedures, as referenced in Article 23.04 above, shall be established by the Employer and posted on all custodial/maintenance bulletin boards.

ARTICLE 24 **BENEFITS UPON TERMINATION**

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

The following language applies only to those employees eligible for the gratuity above.

(Applicable to employees of the former Niagara South Board of Education only)

24.01 Employees continuously employed under the Collective Agreement between C.U.P.E., Local 468 and the former Niagara South Board of Education on December 31, 1998 shall be entitled to the following benefits upon termination:

- (a) Fifty percent (50%) of the employee's accumulated sick leave credits, to a maximum of one-half (1/2) years salary shall be paid to an employee on retirement after twenty (20) years of service.

A retiring employee with less than twenty (20) years but more than three (3) years of service shall be entitled to a payment of one-twentieth (1/20) of the above amount for each year of service.

- (b) Fifty percent (50%) of the employee's accumulated sick leave credits, to a maximum of one-half (1/2) years salary shall be paid to an employee upon termination of employment for reasons other than retirement or discharge for just cause, after twenty (20) years of service.

A terminating employee with less than twenty (20) years but more than three (3) years of service shall be entitled to a payment of one-twentieth (1/20) of the above amount for each year of service.

- (c) Payment under this Article shall be made as soon as possible following termination but, in any event, not later than January 31st of the following calendar year.

ARTICLE 25 **WORK AND PROTECTIVE CLOTHING**

25.01 (a) The Employer shall supply annually to all full-time maintenance employees two (2) pair of uniform trousers and three (3) uniform shirts.

(b) The Employer shall supply annually to all full-time custodial employees three (3) uniform shirts or smocks.

(c) The Employer shall supply annually to all custodial employees regularly employed twenty-four (24) hours per week or less, two (2) uniform shirts or smocks.

25.02 Employees issued uniform clothing in accordance with Article 25.01 above must wear such clothing on all shifts on school days.

25.03 Employees shall be supplied with coveralls as and when required and Painters shall annually receive one (1) additional pair of uniform trousers.

25.04 Upon presentation of an approved receipt, the Employer shall reimburse employees required by legislation or the Employer to wear protective footwear. Such footwear must be CSA.

(a) For Operations (Custodial) Employees:

The maximum reimbursement shall not exceed \$200.00 in a calendar year.

(b) For Facility Services (Maintenance and Property Services) Employees:

The maximum reimbursement shall not exceed \$200.00 in a calendar year.

Employees purchasing footwear under this Article shall be required to wear them at all times while in the service of the Employer.

ARTICLE 26 TRAINING PROGRAMS

Operations Department:

26.01 New employees to the Facilities Department will be required to have completed the Level One Training Course before job entry.

26.02 Before an employee is eligible for consideration to a full-time position in the Bargaining Unit, they must have completed the Level Two Training Course.

26.03 Before an employee is eligible for consideration for the position of Head Custodian - Elementary/ Secondary, Leadhand Custodian or Relief Custodian, they must have completed the Level Three Training Course. Prerequisite to this course is the completion of the Level Two Training Course.

Maintenance and Property Services Department:

26.04 In the event the Employer, the Government, or some other regulatory agency requires changes and/or upgrading of skills to perform any of the job classifications covered under Schedule "A" of this collective agreement, or where an employee is required by the Employer to update their courses as part of their training or upgrading of skills, then the Employer agrees to provide paid time off during the employee's regular scheduled working hours to attend instructional courses and to write any examinations.

26.05 When an employee is required by the Employer to take courses or training outside of their regular work hours, the employee shall be reimbursed with equivalent time off (straight time) upon successful completion. Time off will be scheduled with the mutual agreement of the employee and the Employer.

- 26.06 Employees will be reimbursed for costs of tuition and text books upon successful completion of Employer-approved courses.
- 26.07 The Employer will pay up to \$750 in a calendar year, towards the cost of any courses of study which, in the opinion of the Employer, would better qualify the employee to perform their present or future work as may be required by the Employer. Approval of such courses must be obtained before starting the course and should be directed to the attention of the Controller of Facility Services (or designate). Payment will be made on proof of successful completion of the course(s). This article does not apply to a leave of absence granted under Article 11.06 (b).
- 26.08 The Employer may grant a leave of absence for up to one (1) year for educational upgrading which would better qualify the employee to perform their present or future work as may be required by the Employer.

ARTICLE 27 SAFETY AND HEALTH

- 27.01 The parties agree to observe the provisions and regulations of the *Occupational Health and Safety Act* as it relates to the joint Health and Safety Committee and the safety and health of employees covered under this Agreement. All employees shall cooperate with the Employer in the prevention of accidents and shall make, through the joint Health and Safety Committee, representations to the Employer as to the prevention of accidents.

ARTICLE 28 COPIES OF COLLECTIVE AGREEMENT

- 28.01 The Employer agrees to post this collective agreement on the District School Board of Niagara's internal web site within thirty (30) days of the signing of the agreement.

ARTICLE 29 NOTICES

- 29.01 Each employee shall keep the Human Resources Department informed, in writing, of their current address and telephone number. If an employee should fail to do this, the Employer will not be responsible for failure of a notice to reach such employee, and any notice sent by the Employer by registered mail to the address of the employee which appears on the Board's payroll records shall be conclusively deemed to have been received by the employee.

- 29.02 Unless specifically outlined in other parts of this Collective Agreement, all communications between the parties shall pass to and from the Human Resource Services Senior Manager, Labour Relations and the President or Chief Steward.
- 29.03 The Employer will provide bulletin boards for the posting of notices pertaining to Union matters in all facilities of the Board.

ARTICLE 30 **PAY DAYS**

- 30.01 The Employer agrees to pay employees, by direct deposit, on every second week, on a Friday.

ARTICLE 31 **GENERAL**

- 31.01 The Board's policy and Administrative Procedure on Travel Allowance shall apply to all employees required to use their own vehicle while in the service of the Employer. Such travel must have the prior approval of the employee's supervisor.
- 31.02 The Employer's practice regarding inclement weather as set out in Administrative Procedure 2-7 shall remain in full force during the term of this Agreement as such policy relates to employee attendance. However, if the Employer cancels shifts or closes schools due to inclement weather, any employee so affected shall be paid full wages for their regular shift.
- 31.03 The Employer and the Union recognize that mental health, alcohol, drug addiction and stress are medical conditions that may have a negative effect on performance in the workplace. They further recognize the social, personal and economic problems associated with them. Accordingly, The Employer shall maintain an Employee and Family Assistance Program to assist employees and their dependents in dealing with these difficulties.
- 31.04 The Employer shall provide employees with a location to have their meals and keep their clothes while on the job.
- 31.05 When an employee is required by the Employer to undergo an examination by a physician or when an employee requires an examination by a physician in order to maintain or qualify for a license necessary for the performance of the employee's duties, the Employer shall reimburse the employee for any charges for the above examinations not covered by the Ontario Health Card.

ARTICLE 32 **CONTRACTING OUT**

- 32.01 The Employer agrees that no employee on staff will have their regular hours of work reduced, their regular rate of pay reduced, be laid off or have their employment terminated as the result of any work now being performed by the Employer being subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non-unit employee.
- 32.02 Contractors shall not be permitted to use the District School Board of Niagara's equipment or tools.

ARTICLE 33 **OFFENCE DECLARATIONS**

- 33.01 All employees, including casual employees, shall be required to submit their Annual Offence Declaration, as required under Regulation 521/02 of the *Safe Schools Act* electronically through the Employee Portal.
- 33.02 Failure to submit an Offence Declaration by the date established by the Human Resources Department may result in the employee being suspended without pay pending submission of the required Offence Declaration.
- 33.03 The Employer agrees that the date the Human Resources Department establishes will provide all employees with no less than one (1) full month notice of date required to submit their Annual Offence Declaration.

ARTICLE 34 **DURATION OF AGREEMENT**

- 34.01 This Agreement shall become effective upon ratification and shall remain in full force and effect until August 31, 2026.
- 34.02 This Agreement shall be automatically renewed from year to year thereafter, unless notice by registered mail is given by either party for amendment in the ninety (90) day period prior to August 31, 2026, or any anniversary of such date.
- 34.03 In the event of notice being given negotiations shall begin within fifteen (15) days following receipt of notification or unless mutually agreed otherwise.
- 34.04 During negotiations upon any proposed new or revised Agreement, this Agreement shall remain in full force and effect until a new or revised Agreement is signed or until the conciliation procedure outlined in the *Ontario Labour Relations Act* has been completed.

Schedule A – Classifications and Wage Rates

SCHEDULE A		Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Maintenance) Effective September 1, 2021	
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-S	Master Mechanic - Maintenance Mechanic	\$	30.97
	Electrician		
	Plumber		
	Carpenter/Locksmith/Glazier		
	Electronic Technician (Plant)		
	Refrigeration Technician		
	Maintenance System Specialist		
2-S	Grounds Assistant	\$	29.38
3-S	Lead Hand Painter	\$	27.84
4-S	Mason	\$	27.33
	Preventative Maintenance Technician		
5-S	Painter	\$	26.40
	Grounds Technician		
6-S	Trades Helper	\$	24.34

SCHEDULE A		Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Custodial) Effective September 1, 2021	
FULL-TIME STAFF			
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-0	Head Custodian (Secondary)	\$	25.41
2-0	Head Custodian (Elementary)	\$	24.63
3-0	Relief Custodian	\$	24.25
4-0	Lead Hand Custodian	\$	23.96
5-0	Day Custodian	\$	23.56
	Shift Custodian		
	Night Custodian		
6-0	Assistant Custodian (Full-Time)	\$	21.20
PART-TIME STAFF			
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
7-0	Assistant Custodian	\$	21.20
Note:	In accordance with the Pay Equity Plan between the District School Board of Niagara and CUPE, Local 4156, the hourly rate for Assistant Custodian shall be 90% of the hourly rate established for Custodian.		
CASUAL EMPLOYEES			
8-0	Casual employees covered by this Collective Agreement shall be compensated at 75% of the hourly rate as established above for Assistant Custodian, plus statutory holiday pay and vacation pay thereon.		
NOTES TO SCHEDULE A			
1	The Employer shall, at its discretion, appoint temporary Lead Hands in some maintenance classifications. The wage rate while on such an assignment will be the employee's normal hourly rate plus an additional one dollar (\$1.03) per hour.		
2	The Employer, upon receiving an official receipt, shall reimburse employees for the cost of maintaining trade licenses where such licenses are required to be held by the employee to perform the work assigned by the Employer.		

SCHEDULE A		Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Maintenance) Effective September 1, 2022	
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-S	Master Mechanic - Maintenance Mechanic	\$	31.97
	Electrician		
	Plumber		
	Carpenter/Locksmith/Glazier		
	Electronic Technician (Plant)		
	Refrigeration Technician		
	Maintenance System Specialist		
2-S	Grounds Assistant	\$	30.38
3-S	Lead Hand Painter	\$	28.84
4-S	Mason	\$	28.33
	Preventative Maintenance Technician		
5-S	Painter	\$	27.40
	Grounds Technician		
6-S	Trades Helper	\$	25.34

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FULL-TIME STAFF			
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-0	Head Custodian (Secondary)	\$	26.41
2-0	Head Custodian (Elementary)	\$	25.63
3-0	Relief Custodian	\$	25.25
4-0	Lead Hand Custodian	\$	24.96
5-0	Day Custodian	\$	24.56
	Shift Custodian		
	Night Custodian		
6-0	Assistant Custodian (Full-Time)	\$	22.20
PART-TIME STAFF			
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
7-0	Assistant Custodian	\$	22.20
Note:	In accordance with the Pay Equity Plan between the District School Board of Niagara and CUPE, Local 4156, the hourly rate for Assistant Custodian is 90.39% of the current hourly rate established for Custodian.		
CASUAL EMPLOYEES			
8-0	Casual employees covered by this Collective Agreement shall be compensated at \$16.90 per hour which is 76.13% of the current hourly rate as established above for Assistant Custodian, plus statutory holiday pay and vacation pay thereon.		
NOTES TO SCHEDULE A			
1	The Employer shall, at its discretion, appoint temporary Lead Hands in some maintenance classifications. The wage rate while on such an assignment will be the employee's normal hourly rate plus an additional one dollar (\$1.03) per hour.		
2	The Employer, upon receiving an official receipt, shall reimburse employees for the cost of maintaining trade licenses where such licenses are required to be held by the employee to perform the work assigned by the Employer.		

SCHEDULE A		Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Maintenance) Effective September 1, 2023	
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-S	Master Mechanic - Maintenance Mechanic	\$	32.97
	Electrician		
	Plumber		
	Carpenter/Locksmith/Glazier		
	Electronic Technician (Plant)		
	Refrigeration Technician		
	Maintenance System Specialist		
2-S	Grounds Assistant	\$	31.38
3-S	Lead Hand Painter	\$	29.84
4-S	Mason	\$	29.33
	Preventative Maintenance Technician		
5-S	Painter	\$	28.40
	Grounds Technician		
6-S	Trades Helper	\$	26.34

SCHEDULE A		Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Custodial) Effective September 1, 2023	
FULL-TIME STAFF			
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-0	Head Custodian (Secondary)	\$	27.41
2-0	Head Custodian (Elementary)	\$	26.63
3-0	Relief Custodian	\$	26.25
4-0	Lead Hand Custodian	\$	25.96
5-0	Day Custodian	\$	25.56
	Shift Custodian		
	Night Custodian		
6-0	Assistant Custodian (Full-Time)	\$	23.20
PART-TIME STAFF			
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
7-0	Assistant Custodian	\$	23.20
Note:	In accordance with the Pay Equity Plan between the District School Board of Niagara and CUPE, Local 4156, the hourly rate for Assistant Custodian is 90.77% of the current hourly rate established for Custodian.		
CASUAL EMPLOYEES			
8-0	Casual employees covered by this Collective Agreement shall be compensated at \$17.90 per hour which is 77.15% of the current hourly rate as established above for Assistant Custodian, plus statutory holiday pay and vacation pay thereon.		
NOTES TO SCHEDULE A			
1	The Employer shall, at its discretion, appoint temporary Lead Hands in some maintenance classifications. The wage rate while on such an assignment will be the employee's normal hourly rate plus an additional one dollar (\$1.03) per hour.		
2	The Employer, upon receiving an official receipt, shall reimburse employees for the cost of maintaining trade licenses where such licenses are required to be held by the employee to perform the work assigned by the Employer.		

SCHEDULE A		Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Maintenance) Effective September 1, 2024	
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-S	Master Mechanic - Maintenance Mechanic	\$	33.97
	Electrician		
	Plumber		
	Carpenter/Locksmith/Glazier		
	Electronic Technician (Plant)		
	Refrigeration Technician		
	Maintenance System Specialist		
2-S	Grounds Assistant	\$	32.38
3-S	Lead Hand Painter	\$	30.84
4-S	Mason	\$	30.33
	Preventative Maintenance Technician		
5-S	Painter	\$	29.40
	Grounds Technician		
6-S	Trades Helper	\$	27.34

SCHEDULE A		Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Custodial) Effective September 1, 2024	
FULL-TIME STAFF			
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-0	Head Custodian (Secondary)	\$	28.41
2-0	Head Custodian (Elementary)	\$	27.63
3-0	Relief Custodian	\$	27.25
4-0	Lead Hand Custodian	\$	26.96
5-0	Day Custodian	\$	26.56
	Shift Custodian		
	Night Custodian		
6-0	Assistant Custodian (Full-Time)	\$	24.20
PART-TIME STAFF			
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
7-0	Assistant Custodian	\$	24.20
Note:	In accordance with the Pay Equity Plan between the District School Board of Niagara and CUPE, Local 4156, the hourly rate for Assistant Custodian is 91.11% of the current hourly rate established for Custodian.		
CASUAL EMPLOYEES			
8-0	Casual employees covered by this Collective Agreement shall be compensated at \$18.90 per hour which is 78.10% of the current hourly rate as established above for Assistant Custodian, plus statutory holiday pay and vacation pay thereon.		
NOTES TO SCHEDULE A			
1	The Employer shall, at its discretion, appoint temporary Lead Hands in some maintenance classifications. The wage rate while on such an assignment will be the employee's normal hourly rate plus an additional one dollar (\$1.03) per hour.		
2	The Employer, upon receiving an official receipt, shall reimburse employees for the cost of maintaining trade licenses where such licenses are required to be held by the employee to perform the work assigned by the Employer.		

SCHEDULE A		Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Maintenance) Effective September 1, 2025	
WAGE LEVEL	CLASSIFICATION	HOURLY RATE	
1-S	Master Mechanic - Maintenance Mechanic	\$	34.97
	Electrician		
	Plumber		
	Carpenter/Locksmith/Glazier		
	Electronic Technician (Plant)		
	Refrigeration Technician		
	Maintenance System Specialist		
2-S	Grounds Assistant	\$	33.38
3-S	Lead Hand Painter	\$	31.84
4-S	Mason	\$	31.33
	Preventative Maintenance Technician		
5-S	Painter	\$	30.40
	Grounds Technician		
6-S	Trades Helper	\$	28.34

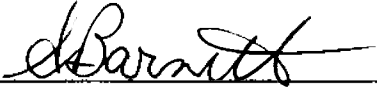
SCHEDULE A		
Hourly Salary Rates - CUPE LOCAL 4156, Facilities Services (Custodial) Effective September 1, 2025		
FULL-TIME STAFF		
WAGE LEVEL	CLASSIFICATION	HOURLY RATE
1-O	Head Custodian (Secondary)	\$ 29.41
2-O	Head Custodian (Elementary)	\$ 28.63
3-O	Relief Custodian	\$ 28.25
4-O	Lead Hand Custodian	\$ 27.96
5-O	Day Custodian	\$ 27.56
	Shift Custodian	
	Night Custodian	
6-O	Assistant Custodian (Full-Time)	\$ 25.20
PART-TIME STAFF		
WAGE LEVEL	CLASSIFICATION	HOURLY RATE
7-O	Assistant Custodian	\$ 25.20
Note:	In accordance with the Pay Equity Plan between the District School Board of Niagara and CUPE, Local 4156, the hourly rate for Assistant Custodian is 91.44% of the current hourly rate established for Custodian.	
CASUAL EMPLOYEES		
8-O	Casual employees covered by this Collective Agreement shall be compensated at \$19.90 per hour which is 78.97% of the current hourly rate as established above for Assistant Custodian, plus statutory holiday pay and vacation pay thereon.	
NOTES TO SCHEDULE A		
1	The Employer shall, at its discretion, appoint temporary Lead Hands in some maintenance classifications. The wage rate while on such an assignment will be the employee's normal hourly rate plus an additional one dollar (\$1.03) per hour.	
2	The Employer, upon receiving an official receipt, shall reimburse employees for the cost of maintaining trade licenses where such licenses are required to be held by the employee to perform the work assigned by the Employer.	

The foregoing is the September 1, 2022 - August 31, 2026, Collective Agreement between the District School Board of Niagara and the Canadian Union of Public Employees, Local 4156 (Facility Services).

Dated at St. Catharines, Ontario this 25 day of June, 2024

Signed on behalf of the District School Board of Niagara:

S. Barnett
Chair

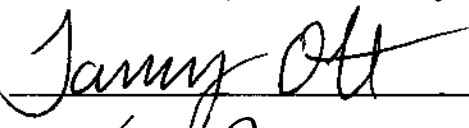


K. Pisek
Director of Education and Secretary




Signed on behalf of C.U.P.E., Local 4156 (Facility Services):









LETTER OF UNDERSTANDING
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156

re: Paid Leave of Absence for Union President

1. The District School Board of Niagara agrees to grant a leave of absence with pay, benefits and accumulation of seniority to the President of Local 4156 for the period January 24, 2022 until August 31, 2026.
2. It is understood that the President shall continue to be covered under this Collective Agreement during the period of leave and that the granting of such leave shall be conditional upon the elected Union President being an employee of the District School Board of Niagara.
3. The Employer agrees that the President's salary shall be maintained at the level of base pay for classification in which the President is receiving at the commencement of the leave of absence and shall be entitled to any wage or benefit adjustments pursuant to the terms and conditions set out in the Collective Agreement during the term of the leave;
4. The President, during the period of this leave, shall not be entitled to draw on their accumulated sick leave credits.
5. It is understood that the President shall be deemed a member of all committees referenced to in the Collective Agreement. The President, in their absence, may designate a replacement if necessary. Notwithstanding, it is expected that the President will attend any and all Committee meetings as a matter of priority except for those occasions where a direct scheduling conflict cannot be reasonably avoided.
6. The Union agrees to provide the District School Board of Niagara with thirty (30) calendar days notice of the President's return to their former position, if it exists, or a comparable position should it not. Upon their return, the employee will be entitled to all provisions as set out in the Collective Agreement. During the period of this leave, the Employer shall fill the vacant position on a temporary or acting basis which, in the immediate situation, would mean the deployment and assignment of a member of the relief staff.

On behalf of:
CUPE, Local 4156

On behalf of the:
District School Board of Niagara

Dated at St. Catharines, Ontario this 24th day of January, 2020

LETTER OF AGREEMENT
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Plant Services and Operations Staff)

re: Article 17

During the year 2009 an equal number of representatives of the Employer and CUPE, Local 4156 will meet to review and ensure consistent application of bereavement leave language, compassionate leave, other leaves that could fall under Article 17 of the Collective Agreement as well as procedures/guidelines for the granting of unpaid leaves of absence under Article 11.01.

If the parties agree on specific language that would be a change from the collective agreement language, then the proposed language will be submitted to the respective parties for ratification.

On behalf of:
CUPE, Local 4156

On behalf of the:
District School Board of Niagara

Dated at St. Catharines, Ontario this _____ day of November 2008

LETTER OF UNDERSTANDING
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Facility Services Unit)

re: Article 22

The Parties agree that:

Effective September 1, 2012, the employee's total monthly share of employee benefits premium contributions for L.T.D., Group Life Insurance, Extended Health Insurance, Semi-Private Hospital and Dental Insurance shall be:

\$35.00 per month for family coverage, or
\$15.00 per month for single coverage.

On behalf of:
CUPE, Local 4156

On behalf of the:
District School Board of Niagara

Dated at St. Catharines, Ontario this 21st day of December, 2012

LETTER OF AGREEMENT
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Facility Services Unit)

re: Article 25 (Work and Protective Clothing)

The parties agree to maintain a joint committee consisting of three (3) representatives from CUPE, Local 4156 and three (3) representatives of the Employer to review uniform, work and protective clothing requirements for the year 2006 and onwards.

The committee shall be empowered to implement clothing substitutes for uniform items within the costs currently allocated for standard uniform items and be consulted on distribution date(s).

On behalf of:
CUPE, Local 4156

On behalf of the:
District School Board of Niagara

Dated at Thorold, Ontario this 22nd day of March, 2016

LETTER OF UNDERSTANDING

between
DISTRICT SCHOOL BOARD OF NIAGARA
(THE BOARD)
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Plant Services and Operations Staff)
(THE BARGAINING UNIT)

OMERS Contributory Earnings

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service.
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year, but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some type of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;

- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchaseable service.
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if pay as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance, that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date

and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

On behalf of:
CUPE, Local 4156

On behalf of the:
District School Board of Niagara

Dated at St. Catharines, Ontario this _____ day of November, 2008

LETTER OF AGREEMENT
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Facility Services Unit)
Re: Consultation Meetings

In accordance with Article 6.03, the Union desires to meet on the following subjects:

- Workplace Violence Prevention
- Local application of Specialized Job Classes including associated training requests as per Article C.14.00
- Preventative Maintenance
- Contracting In/Out
- Job Descriptions/changes in job duties
- Attendance Support
- Medication and Medical Procedures

On behalf of CUPE, Local 4156:

On behalf of the District School Board of
Niagara:

Dated at Thorold, Ontario this 22nd day of March, 2016

LETTER OF AGREEMENT
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Facility Services Unit)

Re: Casual Seniority Employee List Seniority Determination

In accordance with Central Memorandum of Settlement dated Nov. 2, 2015 (CUPE, CTA/CAE, CROWN), paragraph 13:

Seniority will be defined as the length of service with the District School Board of Niagara (including its predecessor Boards) attained since the last date of hire.

On behalf of CUPE Local 4156

On behalf of the District School Board of
Niagara

Dated at Thorold, Ontario this 22nd day of March, 2016

LETTER OF AGREEMENT

BETWEEN:

THE DISTRICT SCHOOL BOARD OF NIAGARA

(hereinafter referred to as the "Board")

-and-

CUPE 4156

(FACILITY SERVICES UNIT)

(hereinafter referred to as the "Union")

RE: Hiring of Additional Night Custodians and Promotion of Casual Custodians

WHEREAS the Board has undertaken to hire approximately forty (40) Full Time Night Custodians to address needs for Community Use of Schools and requires flexibility in posting and scheduling and assignment of locations for the backfill of these positions if required

AND WHEREAS the Board further undertakes to promote approximately thirty-five (35) Casual Custodians to probationary Assistant Custodians (Part Time) and requires flexibility in scheduling and assignment of locations for these positions during the probationary period

AND WHEREAS the parties are agreeable to allowing such flexibility for the identified positions

AND WHEREAS they agree to the following terms and conditions related to this matter:

1. By December 3, 2021, the Board will post approximately forty (40) Full Time Night Custodian positions at Board designated Community Use of Schools locations as noted above. In the interest of expediting the filling of these positions, for purposes of these specific postings, the terms of Article 10.07 (c) relating to the ten working day period to elect to return to their former position will not apply.
2. Part Time Assistant Custodian positions remaining at the approximately forty (40) locations noted above that may become redundant will not be replaced if vacated for other positions, or by attrition. Any remaining part time employees in positions at these locations are subject to being assigned to another location within their Area based on operational need if required.
3. Effective January, 2022, the Board will promote approximately thirty-five (35) Casual Custodians to probationary Assistant Custodian (Part Time) on a go forward basis (no retroactivity applies). The Board will endeavour to assign regular locations to these employees, however, reserves the right to assign alternate work locations and hours

during the course of their 3-month probationary period. Upon successful completion of their probation, they will be assigned a regular location and be placed on the appropriate seniority list as per Article 10.02 (d) of the Collective Agreement.

4. The parties agree that for the balance of the term of the Collective Agreement, expiring August 31, 2022, that Article 10.07 (c), except for item no. 1 above, will be amended to read: "A successful applicant to any position shall have a period of five (5) working days to elect to return to their former position. Employees exercising this option will be limited to exercising it twice during the life of the Collective Agreement."
5. It is understood that the conditions identified above except for item no. 4, apply to the posting and awarding of the noted positions only on a without prejudice or precedent basis to any other position or matter.
6. This agreement does not constitute a change or amendment to the current Collective Agreement except as noted above, relating to any other position(s) or matter(s), and is deemed to satisfy requirements outlined in Article 10 – Seniority, Job Postings and Layoffs and all other articles that may apply relating to these specific positions.
7. The Board reserves its Collective Agreement rights under Article 4 – Management Rights, Article 10 – Seniority, Job Postings and Layoffs, and any other Articles that may apply.
8. The terms and conditions of this Letter of Understanding will be reviewed effective with expiry of the current Collective Agreement between the Board and Union on August 31, 2022. These terms and conditions will continue but any final renewal or amendment of these terms would be the subject of Collective Bargaining.

On behalf of CUPE, Local 4156:

On behalf of the District School Board of
Niagara:

This agreement has been reached this 21st day of November, 2021, at St. Catharines, Ontario