

COLLECTIVE AGREEMENT

BETWEEN:

DISTRICT SCHOOL BOARD OF NIAGARA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4156

(FACILITY SERVICES)

Effective September 1, 2014 until August 31, 2017

TABLE OF CONTENTS

CUPE – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	1
C1.1	<i>Separate Central and Local Terms.....</i>	1
C1.2	<i>Implementation.....</i>	1
C1.3	<i>Parties</i>	1
C1.4	<i>Single Collective Agreement.....</i>	1
C2.00	DEFINITIONS.....	1
C3.00	LENGTH OF TERM/NOTICE TO BARGAIN.....	2
C3.1	<i>Term of Agreement</i>	2
C3.2	<i>Term of Letters of Agreement/Understanding.....</i>	2
C3.3	<i>Amendment of Terms.....</i>	2
C3.4	<i>Notice to Bargain</i>	2
C4.00	CENTRAL DISPUTE RESOLUTION PROCESS	3
C4.1	<i>Statement of Purpose.....</i>	3
C4.2	<i>Parties to the Process.....</i>	3
C4.3	<i>Meetings of the Committee</i>	4
C4.4	<i>Selection of Representatives</i>	4
C4.5	<i>Mandate of the Committee.....</i>	4
C4.6	<i>Role of the Central Parties and Crown</i>	4
C4.7	<i>Referral of Disputes.....</i>	5
C4.8	<i>Carriage Rights.....</i>	5
C4.9	<i>Responsibility to Communicate.....</i>	5
C4.10	<i>Language of Proceedings</i>	5
C4.11	<i>Definition of Dispute.....</i>	6
C4.12	<i>Notice of Disputes</i>	6
C4.13	<i>Referral to the Committee.....</i>	6
C4.14	<i>Timelines</i>	6
C4.15	<i>Voluntary Mediation</i>	7
C4.16	<i>Arbitration.....</i>	7
C5.00	BENEFITS	8
C5.1	<i>Funding.....</i>	8
C5.2	<i>Cost Sharing</i>	8
C5.3	<i>Payment in Lieu of Benefits.....</i>	8
C6.00	SICK LEAVE	8
C6.1	<i>Sick Leave/Short Term Leave and Disability Plan.....</i>	8
a)	<i>Sick Leave Benefit Plan</i>	9
b)	<i>Sick Leave Days Payable at 100% Wages</i>	9
c)	<i>Short-Term Disability Coverage – Days Payable at 90% Wages.....</i>	10
d)	<i>Eligibility and Allocation.....</i>	10
e)	<i>Refresh Provision for Permanent Employees</i>	11
f)	<i>WSIB & LTD</i>	12
g)	<i>Graduated Return to Work.....</i>	12
h)	<i>Proof of Illness</i>	13
i)	<i>Notification of Sick Leave Days</i>	14
j)	<i>Pension Contributions While on Short Term Disability.....</i>	14
k)	<i>Top-up Provisions</i>	14
l)	<i>Sick Leave to Establish EI Maternity Benefits</i>	15
C7.00	CENTRAL LABOUR RELATIONS COMMITTEE.....	15
C7.1	<i>Preamble</i>	15
C7.2	<i>Membership</i>	15
C7.3	<i>Co-Chair Selection</i>	15
C7.4	<i>Meetings</i>	15

C7.5	Agenda and Minutes.....	15
C7.6	Without Prejudice or Precedent.....	16
C7.7	Cost of Labour Relations Meetings.....	16
C8.00	CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES.....	16
C9.00	ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS	16
C10.00	CASUAL SENIORITY EMPLOYEE LIST.....	16
C11.00	UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING.....	16
C12.00	STATUTORY LEAVES OF ABSENCE/SEB	17
C12.1	Family Medical Leave or Critically Ill Child Care Leave.....	17
C13.00	VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT	18
C14.00	SPECIALIZED JOB CLASSES	18
APPENDIX A	.....	19
	CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS NOTICE OF CENTRAL DISPUTE	19
APPENDIX B	.....	20
	Sick Leave Credit-Based Retirement Gratuities (where applicable).....	20
	Other Retirement Gratuities	20
LETTER OF UNDERSTANDING #1	.....	21
	Re: Status Quo Central Items	21
LETTER OF UNDERSTANDING #2	.....	22
	Re: Status Quo Central Items Requiring Amendment and Incorporation	22
LETTER OF UNDERSTANDING #3	.....	25
	Re: Job Security: Protected Complement	25
LETTER OF UNDERSTANDING #4	.....	27
	Re: Professional Development	27
LETTER OF UNDERSTANDING #5	.....	28
	RE: Scheduled Unpaid Leave Plan	28
LETTER OF UNDERSTANDING #6	.....	30
	Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference.....	30
LETTER OF UNDERSTANDING #7	.....	32
	Re: Long Term Disability (LTD) Plan Working Group.....	32
LETTER OF UNDERSTANDING #8	.....	33
	Re: Sick Leave.....	33
LETTER OF UNDERSTANDING #9	.....	34
	RE: Benefits	34
APPENDIX A – HRIS FILE	.....	44
LETTER OF UNDERSTANDING #10	.....	45
	RE: List of Arbitrators	45
LETTER OF UNDERSTANDING #11	.....	46
	Re: Central Labour Relations Committee	46
LETTER OF UNDERSTANDING #12	.....	47
	Re: Early Childhood Educators Work Group (FDK)	47
LETTER OF UNDERSTANDING #13	.....	48
	Re: Ministry Initiatives	48
LETTER OF UNDERSTANDING #14	.....	49
	Re: Provincial Health and Safety Working Group	49
LETTER OF UNDERSTANDING #15	.....	50
	RE: Violence Prevention Training	50
LETTER OF UNDERSTANDING #16	.....	51
	Re: Additional Professional Activity (PA) Day	51

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

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014* the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, 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*.

- b) 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.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) 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.

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

- a) The Committee shall meet at the request of one of the central parties.

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.
- c) If the dispute is not settled, withdrawn, or referred back to the local grievance procedure within twenty (20) working days of the Committee meeting, the central party submitting the dispute may file the dispute as a grievance, and refer it to arbitration/mediation within ten (10) working days.

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

- 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 suspended for the period of mediation.

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 the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- 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

Parties have agreed to participate in the Provincial Benefit Trust set out in the appended Letter of Understanding subject to 4.2.1(c). The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C5.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Understanding.

C5.2 Cost Sharing

- a) The total funding in C5.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C5.3 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.

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.

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.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under a 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 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) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at

ninety percent (90%) of regular salary reduced by any paid sick days already taken in the current fiscal year.

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

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a 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. 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

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 required 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 a form prescribed by the Board.

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 Benefit 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 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 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 OSBCC 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/SEB

C12.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care 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 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

- C13.1**
- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix B shall have the option of receiving a payout of his/her gratuity on the employee's first pay date in the 2016/2017 school year, or on the employee's normal retirement date.
 - b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix B. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016. The average retirement age shall be based on the 2015 OMERS NRA65 data for all CUPE members in district school boards.
- d) If an Employee is older than the average age noted in c) above as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

C14.00 SPECIALIZED JOB CLASSES

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

APPENDIX A

CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS NOTICE OF CENTRAL DISPUTE

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy <input type="checkbox"/> Group <input type="checkbox"/> Individual <input type="checkbox"/>	Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision 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:	
Withdrawn <input type="checkbox"/> Resolved <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/>	
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 de district catholique Centre-Sud
 - 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.

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, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues:

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

Staffing levels (including staffing levels related to permits and leases and replacement staffing)

Job Security as it Relates to Technological Change

Allowances

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 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. The following language must, however, be aligned with current local provisions in order to reflect the provisions of CUPE's 2012-2013 MOUs. 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

The following pregnancy/parental/SEB language provides a change from an entitlement of six (6) weeks to an entitlement of eight (8) weeks.

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.

WSIB TOP-UP

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

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

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. 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).
5. 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
6. 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.
7. This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

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

Re: Professional Development

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

Where the Ministry provides funds to local school boards specifically to provide professional development to employees represented by CUPE, local school boards shall consult with local CUPE representatives prior to finalizing and delivering the funded professional development.

LETTER OF UNDERSTANDING #5

BETWEEN

**The Council of Trustees' Associations/
Le Conseil d'associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

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

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017 school year;
- that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #6

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 Education Worker Diverse and Inclusive Workforce Committee (Committee) will produce a summary document that will identify and promote best practices that support diversity, equity, and inclusion.

The summary document, once endorsed by the Canadian Union of Public Employees (CUPE) and the Council of Trustees' Associations (CTA), will be translated into the French language and distributed to all school boards where there are CUPE-represented members employed and to all corresponding CUPE/SCFP locals no later than October 31, 2016.

III. SCOPE

The Committee will explore and identify best practices that promote the continued development of positive, respectful work environments committed to equity, inclusion and diversity.

All best practices identified in the summary document should be based on evidence of positive results/impact.

The committee's scope will include identifying best practices related to recruitment, promotion and retention of a diverse workforce. As part of their work the committee will consider relevant resources applicable to the education sector, such as PPM 119 of April 2013, and the recommendations of the Ontario First Nation, Métis, Inuit Education Policy Framework, 2007.

The committee's scope will not include employment equity and/or pay equity.

IV. 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.

V. 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.

VI. MEETINGS

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee will meet three (3) times during its term, or more if mutually agreed. The term of the Committee shall end on or before October 31, 2016 unless mutually agreed to by the Parties to extend.

VII. OTHER

The parties agree that if there is a dispute between the parties regarding whether or not the committee has been properly established within the required timeframes, this dispute may be grieved through the central grievance process, and that this is the only dispute related to the committee and the work it is undertaking that could be the subject of a grievance.

LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

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

Re: Long Term Disability (LTD) Plan Working Group

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and CUPE members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

LETTER OF UNDERSTANDING #8

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.

The parties further agree that any graduated return to work plans that are approved no later than 30 days after the ratification of local collective agreement terms shall not be negatively impacted by the provisions of Article C6.1 g) for the fiscal year in which they were approved.

LETTER OF UNDERSTANDING #9

BETWEEN

**The Ontario Public School Board Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Catholic School Trustees Association
(hereinafter called 'OCSTA')**

AND

**L'Association des conseils scolaires des écoles publiques de l'Ontario
(hereinafter called 'ACEPO')**

AND

**L'Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called 'AFOCSC')**

AND

**The Canadian Union of Public Employees / Syndicat canadien de la fonction publique
(hereinafter called 'CUPE')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement. The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance 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 (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Trustees, as defined in 2.1.0, shall consult with other Trusts and Boards to move all employee groups into the Trust(s) at the same time, subject to the Trust being ready to accept the employee group(s).

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the

termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 CUPE employee representatives and 4 employer representatives, including the Crown. The Board of Trustees will include among its members 2 independent experts, 1 appointed by the employer representatives and 1 appointed by the employee representatives. CUPE will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the union, the Boards, the CTA and the Crown;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or accounting; or in lieu of such affiliation hold the Certified Employee Benefit Specialist (CEBS) designation; and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for their Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement ("CUPE represented employees") as of August 31, 2014. The Trust will also be permitted to provide coverage to other 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. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on September 1, 2016.
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s.

- 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

- i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.

- ii) For purposes of (b) (ii) 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. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then

either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. 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.
- j. Funding previously paid under (b), (d), (e) and (f) 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.

- k. 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 Central.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

5.0.0 SHARED SERVICES

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
- a. The trustees' selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles if any;
 - h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding policy;
 - j. The investment Policy and changes to the Investment Policy; and
 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and

g. Identify other sources of revenue.

6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

6.5.0 The Trust shall provide "trustee liability insurance" for all Trustees.

7.0.0 ACCOUNTABILITY

7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three year period.

If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

8.0.0 TRANSITION COMMITTEE

8.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established by January 31, 2016 to address all matters that may arise in the creation of the Trust.

9.0.0 PAYMENTS

9.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Understanding.

10.0.0 ENROLMENT

10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.

10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

- 10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 11.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust a Board office during regular business hours upon 30 days written notice.

12.0.0 CLAIMS SUPPORT

- 12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

13.0.0 PRIVACY

- 13.1.0 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 be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

Appendix A – HRIS File

Each Board may choose to provide to the Trustees of the Education Sector ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the Education Sector ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and
- h. member life benefit coverage information.

LETTER OF UNDERSTANDING #10

BETWEEN

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

AND

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

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2014 – August 31, 2017, as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn
John Stout
Paula Knopf
Mort Mitchnick
Brian Sheehan

French Language:

Michelle Flaherty
Brian Keller
Kathleen O'Neil
Michel Picher
Bram Herlich

LETTER OF UNDERSTANDING #11

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:

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

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: Early Childhood Educators Work Group (FDK)

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and CUPE representatives shall convene to consider and make recommendations concerning Early Childhood Educators including, but not limited to the following:

- Hours of work
- Preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development
- the feasibility of establishing Itinerant Lead positions within the bargaining unit.

The work group shall make joint recommendations to the parties no later than June 30, 2016.

LETTER OF UNDERSTANDING #13

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

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 schools 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 #14

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group. 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. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for CUPE members;
- Caring and Safe Schools as it relates to CUPE members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

CUPE will be entitled to equal representation on the Provincial Health and Safety Working group.

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

LETTER OF UNDERSTANDING #15

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Training

CUPE will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and CUPE no later than November 30, 2016.

Local boards will consult with local unions regarding the implementation of the training program.

LETTER OF UNDERSTANDING #16

BETWEEN

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

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

TABLE OF CONTENTS

PART B -

LOCAL TERMS BETWEEN DISTRICT SCHOOL BOARD OF NIAGARA and CUPE Local 4156 (FACILITY SERVICES)

ARTICLE 1	PREAMBLE
ARTICLE 2	RECOGNITION
ARTICLE 3	UNION SECURITY
ARTICLE 4	EMPLOYER'S RIGHTS
ARTICLE 5	DISCRIMINATION
ARTICLE 6	UNION COMMITTEE AND STEWARDS
ARTICLE 7	GRIEVANCE PROCEDURE
ARTICLE 8	DISCHARGE AND DISCIPLINE CASES
ARTICLE 9	NO STRIKES OR LOCKOUTS
ARTICLE 10	SENIORITY, JOB POSTINGS AND LAYOFF
ARTICLE 11	LEAVES OF ABSENCE
ARTICLE 12	CLASSIFICATIONS AND WAGE RATES
ARTICLE 13	HOURS OF WORK
ARTICLE 14	OVERTIME
ARTICLE 15	VACATIONS
ARTICLE 16	PAID HOLIDAYS
ARTICLE 17	COMPASSIONATE AND SPECIAL LEAVE
ARTICLE 18	JURY DUTY

ARTICLE 19	SHIFT PREMIUMS
ARTICLE 20	TEMPORARY TRANSFERS
ARTICLE 21	CALL-IN PAY
ARTICLE 22	GENERAL WELFARE PROGRAM
ARTICLE 23	SICK LEAVE
ARTICLE 24	BENEFITS UPON TERMINATION (Applicable to employees of the former Niagara South Board of Education only)
ARTICLE 25	WORK AND PROTECTIVE CLOTHING
ARTICLE 26	TRAINING PROGRAMS
ARTICLE 27	SAFETY AND HEALTH
ARTICLE 28	COPIES OF COLLECTIVE AGREEMENT
ARTICLE 29	NOTICES
ARTICLE 30	PAY DAYS
ARTICLE 31	GENERAL
ARTICLE 32	CONTRACTING OUT
ARTICLE 33	OFFENCE DECLARATIONS
ARTICLE 34	DURATION OF AGREEMENT
SCHEDULE A	CLASSIFICATIONS AND WAGE RATES
LETTER OF UNDERSTANDING -	(Paid Leave of Absence for Union President)
LETTER OF AGREEMENT -	(re: Article 17)
LETTER OF UNDERSTANDING -	(re: Article 22.02)
LETTER OF UNDERSTANDING -	(Benefits Review Committee)

LETTER OF AGREEMENT -	(Article 25 - Work and Protective Clothing)
LETTER OF UNDERSTANDING -	(re: Benefits Improvement - PDT Agreement)
LETTER OF UNDERSTANDING -	(OMERS Contributory Earnings)
LETTER OF UNDERSTANDING -	(re: Professional Development Allocation)
LETTER OF UNDERSTANDING -	(re: Enhancements Arising From Other Education Support Workers PDT Agreements)
LETTER OF UNDERSTANDING -	(re: Staff Funding Enhancement for 2009-10 - Custodial/Maintenance Staff (School Operations))
LETTER IF AGREEMENT -	(re: Consultation Meetings)
LETTER OF AGREEMENT-	(re: Casual Seniority Employee List Seniority Determination)

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.

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 caretaking and maintenance services, save and except:

(Assistant) Supervisors.
Persons above the rank of (Assistant) 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 inclusive of both the male and female gender.
- 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, work and protective clothing 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 his or her 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.

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.
- 4.02 The Employer also has the right to make and alter, from time to time, the rules, regulations and policy to be observed by the employees provided that no change shall be made by the Employer in such rules, regulations 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 and shall make their presence known to the Principal or Vice-Principal.

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 he/she wishes, be accompanied by his/her 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 and the Board shall have the right to file a policy grievance with the Union President or the Manager of Projects & Maintenance / Manager of Operations 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 Union President (or designate) or Director of Education (or designate).

7.02

STEP 1

In the first instance, the employee shall take up such grievance, in writing, directly with the Manager of Projects & Maintenance / Manager of Operations 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 Manager of Projects & Maintenance / Manager of Operations. 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 Manager of Projects & Maintenance / Manager of Operations (or designate) shall render a decision, in writing, within ten (10) days of the discussion.

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 Director of Education by the Union Committee, with a copy to the Manager of Projects & Maintenance / Manager of Operations, to be dealt with at a meeting to be held within ten (10) days of submission.

The Director of Education (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 discussion.

7.05

STEP 3 (Policy or Group Grievance)

- (a) A policy or group grievance filed by the Union shall be heard by the Director of Education (or designate) within ten (10) days. The Director of Education (or designate) shall answer the complaint, 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 complaint, 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 five (5) 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 Arbitrators 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, 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 time lines 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 time lines 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 his/her work up to a required standard by a given date, the employee shall be given warning in the presence of his/her 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 his/her 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 Supervisor or designate within five (5) days of the disciplinary action or within (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 appropriate Plant Controller 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 Resources Senior Manager, who shall upon receipt of the request arrange for access to the file within three(3) working days. Before being allowed to access his or her file, the employee (or his/her 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 Resources Senior Manager stating the alleged

inaccuracy, either confirm or amend the information. An employee shall have the right to make copies of any material contained in his or her personnel record in the presence of the Human Resources Support Staff Administrator 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 Resources Senior Manager 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 his or her attendance (including travel allowance as provided for in Board policy) and shall, if he or she wishes, 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 LAYOFFS

- 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 his or her hiring after he or she has 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, he or she 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, he/she 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 his/her seniority and service into this collective agreement and will be placed in his/her 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 he or she is absent from work because of illness, accident, layoff, or leave-of-absence approved by the Employer.
- (b) An employee shall lose his or her 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 his/her 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 his/her 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 he or she elects to remain in the position outside the bargaining unit.

- 10.05
- (a) When a vacancy occurs 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 "applytoeducation") for a minimum of seven (7) 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 information:
 - Nature of position, qualifications, required knowledge and education, skills, location/work area, shift, hours of work, wages or salary rate or range.
 - (c) These qualifications 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. 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 he or she is 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.

- 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 full time 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 or if the successful applicant elects to leave the position, he/she will be returned to his or her 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 Caretaking position or from a Caretaking 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, he or she will be returned to his or her former position. 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 shall have a period of ten (10) working days to elect to return to his or her former position.

- (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 one (1) mile of the employee's home.
- (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. 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, 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. Former employees shall be re-employed in order of their seniority providing they are qualified to do the work. A former 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 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) days of the final decision of the Board. The employees so informed shall notify the Employer within ten (10) 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 the same job classification,
- (2) or a less senior employee in a lower classification,
- (3) or a lesser senior employee in the same job classification, in the same area as the displaced employee

for which the displaced employee can demonstrate the required knowledge, skills and ability to perform the requirements 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) 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 Manager of Projects & Maintenance / Manager of Operations or designate with information as to his or her 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 Caretaker, Lead Hand Caretaker, Day Caretaker, Shift Caretaker and Night Caretaker 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 Bertie (closing June, 2016)
Cherrywood Acres
Crystal Beach (closing June, 2016)
Forestview
Garrison Road
Greendale
Heximer Avenue
James Morden
John Marshall
Kate S. Durdan
Martha Cullimore
Orchard Park
Peace Bridge
Prince Philip (Niagara Falls)
Princess Margaret
Ridgeway (closing June, 2016)
River View
Simcoe Street
Stevensville
Valley Way
Victoria
John Brant Public School (opening Sept, 2016)

A. N. Myer S. S.

Fort Erie S. S. (closing June, 2017)

RCBHS (closing June, 2017)

Stamford

Westlane S. S.

Greater Fort Erie S. S. (opening Sept., 2017)

Area 2

A. K. Wigg

DeWitt Carter

Diamond Trail

E. W. Farr (subject to ARC decision – Feb/2016)

Fitch Street

Glendale

Glynn A. Green

Gordon

McKay

Oakwood

Ontario

Pelham Centre (subject to ARC decision – Feb/2016)

Plymouth

Prince of Wales (Thorold)

Princess Elizabeth

Quaker Road

Richmond Street

Ross
Steele Street
Westmount
William E. Brown
Winger

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
St. John's Outdoor Centre

Area 3

Alternate Pathways Centre
Caistor Central
Central
College Street
DSBN Academy
Edith Cavell
Gainsborough
Glen Ridge (closing June 30, 2016)

Gracefield

Grand Avenue

Grapeview

Jacob Beam

Lakeview

Nelles

Oakridge

Park

Power Glen

Senator Gibson

Smith

Twenty Valley

Westdale

Woodland

Beamsville S. S.

Grimsby S. S.

South Lincoln High School

Education Centre

St. Catharines Service Centre

School Support Services

Area 4

Applewood

Burleigh Hill

Carleton

Connaught

Crossroads

Dalewood

E. I. McCulley

Ferndale

Harriet Tubman

Jeanne Sauvé

Lincoln Centennial

Lockview

Parnall

Pine Grove

Port Weller

Prince of Wales (St. Catharines)

Prince Philip (St. Catharines)

St. Davids

William Hamilton Merritt

Eden H. S.

Laura Secord S. S.

Governor Simcoe S. S.

Sir Winston Churchill S. S.

St. Catharines Collegiate

Walker Living Campus

- (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 Coordinating Committee. 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 Manager of Projects & Maintenance/Manager of Operations.

- 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 his or her former position upon the expiration of the leave, or to another position in accordance with his or her 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 Manager of Projects & Maintenance/Manager of Operations 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 her 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.
- 11.08 The Employer shall grant a leave of absence without pay for a period of up to six (6) months 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 six (6) months from that date 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 Appendix "B" of the former "A" Collective Agreement between the Lincoln County Board of Education and C.U.P.E., Local 152 shall remain in effect for the duration of this Agreement.

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 January 1, 2009:

An employee who holds recognized Ministry of Labour Trade Certificates of Qualification which are required for the job classification and approved by the Employer shall receive an additional allowance of \$175.10 per year per certificate to a maximum of two (2) such certificates.

Effective January 1, 2010:

An employee who holds recognized Ministry of Labour Trade Certificates of Qualification which are required for the job classification and approved by the Employer shall receive an additional allowance of \$180.35 per year per certificate to a maximum of two (2) such certificates.

Effective January 1, 2011:

An employee who holds recognized Ministry of Labour Trade Certificates of Qualification which are required for the job classification and approved by the Employer shall receive an additional allowance of \$185.76 per year per certificate to a maximum of two (2) such certificates.

Effective January 1, 2012:

An employee who holds recognized Ministry of Labour Trade Certificates of Qualification which are required for the job classification and approved by the Employer shall receive an additional allowance of \$191.33 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 his/her employment terminated, unless he/she cannot be employed satisfactorily either through the normal exercise of his/her 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) Maintenance and Property Services Staff

Normal hours of work for Maintenance and Property Services employees shall be as follows:

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

(b) Caretaking Staff - Full-Time

Normal hours of work for full-time caretaking employees shall be as follows:

Regular Day Shift

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

7:00 a.m. to 4:00 p.m. (one (1) hour unpaid lunch period)

7:30 a.m. to 4:00 p.m. (one half (1/2) hour unpaid lunch period)

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)

Rotating Shifts

Day Shift	7:00 a.m. to 3:00 p.m. (inclusive of a paid lunch period of twenty (20) minutes)
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Afternoon Shift	3:00 p.m. to 11:00 p.m. (inclusive of a paid lunch period of twenty (20) minutes)
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(c) Caretaking 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.

- 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 For full-time employees, the hours of work for 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, the hours of work shall be 7:00 a.m. to 3:00 p.m. (inclusive of a paid lunch period of twenty (20) minutes).

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 Projects & Maintenance / Manager of Operations, 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 he or she has not received twenty-four (24) hours advance notice of a cancellation will be paid as if he or she had worked the permit hours.

ARTICLE 15 **VACATIONS**

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

<u>Years of Service By July 1</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Less than 1 year	1 working day per month to a maximum of 10 days with pay	4% on earnings from July 1 of 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, except for Maintenance Department employees, shall commence on July 1st of each year and end one (1) full week prior the beginning of the fall school term in that year. All vacations must be taken during this period except as provided for in Article 15.02.

All vacations must be taken by December 31 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 may be resolved by seniority.

15.02

School Week Vacation

Full-time Caretaking staff may request vacation during the school year (January through June and September through December) as follows:

Employees with five (5) or six (6) weeks vacation may take a maximum of three (3) weeks of vacation during the school year.

Employees with three (3) or four (4) weeks may take a maximum of two (2) weeks of vacation during the school year.

Employees with less than three (3) weeks vacation may take one (1) week of vacation during the school year.

Provided that:

- (a) There shall be no more than six (6) employees away on vacation in any one week (Except for the March Break).
- (b) Such requests shall not be for less than one (1) whole week at a time.
- (c) A vacation request form is completed and submitted by the employee in accordance with the bid period timelines. Requests received outside the bid period will not be given seniority consideration.

15.03

Vacation Bid Periods

For full-time Caretaking employees, there shall be two (2) vacation bid periods:

Bid Period No. 1

Requests to be submitted by November 15 each year.

Requests for vacation from January 1 through June 30.

Bid Period No. 2

Requests to be submitted by May 15 each year.

Requests for vacation from July 1 through December 31.

- 15.04 Subject to the approval of the Plant Department, up to fifteen (15) additional employees may take a week of vacation during the March Break. Request for this week must be received in accordance with Bid Period No. 1.
- 15.05 Maintenance department and Property Services employees may, subject to the approval of the Manager of Projects & Maintenance / Manager of Operations, 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.
- 15.06 The vacation pay to which a deceased employee was entitled at the time of his or her death shall be paid to the employee's estate.
- 15.07 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 his or her vacation. Where an employee is hospitalized during his/her vacation, the Employer, upon receipt of acceptable medical documentation, shall allow the substitution of sick leave during the period of confinement to hospital.
- 15.08 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:

<u>Years of Service</u> <u>By July 1</u>	<u>Vacation Pay</u>
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.

- 15.09 An employee who has been granted a leave of absence without pay for any reason for one (1) month or more shall have his/her 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.
- 15.10 An employee who has been on long-term sick leave and has been unable to use his or her 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 his or her 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 Supervisor.
- 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 work days 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 his or her holiday pay and no time shall be deducted from accumulated sick leave.
- 16.09 During the months of July and August, all full-time caretaking 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) up to five (5) working days to attend the funeral of a spouse, parent, child, or stepchild.
- (b) up to three (3) working days to attend the funeral of a brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, fiancée, or other relative who lived in the house.
- (c) one (1) day to attend the funeral of an aunt, uncle, niece, nephew, or grandparent-in-law.

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 his or her immediate supervisor as soon as possible, if requested.

- 17.02
- (a) If the employee is unable to attend the funeral for 17.01 (a) or 17.01 (b) above, he or she shall be allowed one (1) day with pay for the purposes of mourning.
 - (b) 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 he or she does not attend the funeral of the immediate relative or fails upon request to furnish the Employer with reasonable proof of death and of attendance at the funeral.

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 Manager of Projects & Maintenance / Manager of Operations 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 Manager of Projects & Maintenance / Manager of Operations 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.
 - (c) 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 his/her 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.

ARTICLE 18

JURY DUTY

- 18.01 An employee called for jury duty or subpoenaed as a witness shall absent himself/herself from work only long enough to carry out his/her duties. Such employee will be paid for his/her standard scheduled hours at his/her 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 his or her standard scheduled hours.

ARTICLE 19

SHIFT PREMIUMS

- 19.01 (a) Effective January 1, 2009, a full-time employee shall receive a premium of 41 cents per hour in addition to his or her regular rate for all hours worked on a scheduled shift which starts between 11:00 a.m. and 6:00 p.m.
- (b) Effective January 1, 2009, a full-time employee shall receive a premium of 46 cents per hour in addition to his or her 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 (a) Effective January 1, 2010, a full-time employee shall receive a premium of 42 cents per hour in addition to his or her regular rate for all hours worked on a scheduled shift which starts between 11:00 a.m. and 6:00 p.m.
- (b) Effective January 1, 2010, a full-time employee shall receive a premium of 47 cents per hour in addition to his or her regular rate for all hours worked on a scheduled shift which starts after 6:00 p.m. and before 7:00 a.m.
- 19.03 (a) Effective January 1, 2011, a full-time employee shall receive a premium of 43 cents per hour in addition to his or her regular rate for all hours worked on a scheduled shift which starts between 11:00 a.m. and 6:00 p.m.

- (b) Effective January 1, 2011, a full-time employee shall receive a premium of 48 cents per hour in addition to his or her regular rate for all hours worked on a scheduled shift which starts after 6:00 p.m. and before 7:00 a.m.
- 19.04 (a) Effective January 1, 2012, a full-time employee shall receive a premium of 44 cents per hour in addition to his or her regular rate for all hours worked on a scheduled shift which starts between 11:00 a.m. and 6:00 p.m.
- (b) Effective January 1, 2012, a full-time employee shall receive a premium of 49 cents per hour in addition to his or her regular rate for all hours worked on a scheduled shift which starts after 6:00 p.m. and before 7:00 a.m.
- 19.05 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 his or her 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 It is agreed that the Employer will maintain the following plans for employees on Seniority List No. 1, however, it is further understood and agreed that the Employer in making available the benefit plans set out in this Article has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan.

22.02

The Board shall contribute to the premium costs as follows:

Effective:

	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>	<u>Jan 1, 2011</u>	<u>Jan. 1, 2012</u>
L.T.D.	4.304 per hundred	4.304 per Hundred	4.304 per hundred	4.304 per hundred
Group Life Insurance (2 * salary - rounded up to the next highest thousand)	.310 per thousand	.310 per thousand	.310 per thousand	.310 per thousand
Extended Health Insurance	\$75.07 per month for single coverage	\$77.32	\$79.64	\$82.03
	or			
	\$191.44 per month for family coverage	\$197.18	\$203.10	\$209.19
Semi-Private Hospital	\$10.12 per month for single coverage	\$10.42	\$10.73	\$11.05
	or			
	\$24.44 per month for family coverage	\$25.17	\$25.93	\$26.71
Dental Insurance	\$40.02 per month for single coverage	\$41.22	\$42.46	\$43.73
	or			
	\$126.67 per month for family coverage	\$130.47	\$134.38	\$138.41

22.03

- (a) A Seniority List No. 1 employee on an authorized unpaid leave of absence (in accordance with Article 11) which is one (1) month or less duration shall continue to be eligible in the pre-absence Employee Benefits Plan as outlined in Article 22.02, provided he/she pays his or her share of premium cost(s) to the Employer by the fifteenth (15th) of the month or by some other arrangement satisfactory to the Board and such coverage is permitted by the insurance companies.
- (b) When a Seniority List No. 1 employee has exhausted his or her sick leave entitlement, as outlined in Article 23, he or she shall continue to receive one (1) month of the Board's share of the pre-absence benefit package for every year of seniority under this Agreement, providing the employee continues to pay his or her portion of premiums as outlined in (a) above and such coverage is permitted

by the insurance companies. This benefit coverage will be based on the full years of seniority as of the date of the last sick day, less any previous entitlement granted under this provision.

- (c) 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 Semi Private 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 his/her 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 his or her 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 seventy-five (75%) percent of the sick days will be reinstated, and the employee will lose twenty-five (25%) of a sick day for every day of absence on an approved claim. Once sick leave credits have been exhausted, the employee on an approved claim will be paid directly by the Workplace Safety and Insurance Board (WSIB) at the current legislated ratio of pay.

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

Regularly scheduled employees shall be entitled to sick leave on the following basis:

- (a) Employees on Seniority List No. 1 shall be entitled to two (2) days for each full month that the employee works, which shall include time spent on vacation, paid holidays, paid leaves of absence, leaves of absence for which the Employer is reimbursed by the Union or on paid sick leave.

- (b) Employees on Seniority List No. 2 shall be entitled to one (1) day for each full month that the employee works, which shall include time spent on vacation, paid holidays, paid leaves of absence, leaves of absence for which the Employer is reimbursed by the Union, or on paid sick leave.
- (c) Other than as provided for in (a) and (b) above, no sick leave will be credited for any month that the employee is not paid for a period of five (5) days or more.

23.05 The unused portion of sick leave in a year shall be accumulated at January 1st of each year to a maximum of:

- (a) 390 days for employees on Seniority List No. 1
- (b) 195 days for employees on Seniority List No. 2.

23.06 Employees having sick leave accumulations in excess of the provisions of Article 23.05 as of December 31, 1998, under the provisions of the plan that applied to such employees as of that date, shall have all such accumulated sick leave recognized. However, additional annual credits shall not be accumulated as long as the employee's total sick leave accumulation remains in excess of the limits set out in Article 23.05.

23.07 Each employee will be supplied, within the first three (3) months of each calendar year, with a report of the balance of his or her sick leave credits on record.

23.08 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).

23.09

Reporting procedures, as referenced in Article 23.08 above, shall be established by the Employer and posted on all caretaking/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 male caretaking employees three (3) uniform shirts and to all full-time female caretaker employees three (3) uniform shirts or three (3) smocks.
- (c) The Employer shall supply annually to all male caretaking employees regularly employed twenty-four (24) hours per week or less, two (2) uniform shirts and to all female caretaking employees regularly employed twenty-four (24) hours per week or less, two (2) uniform shirts or two (2) 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 (Caretaking) Employees:
- The maximum reimbursement shall not exceed \$100.00 in a calendar year or \$150.00 in two (2) consecutive calendar years.
- (b) For Facility Services (Maintenance and Property Services) Employees:

The maximum reimbursement shall not exceed \$150.00 in a calendar year or \$200.00 in two (2) consecutive calendar years.

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 Plant Operations 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 Caretaker - Elementary/ Secondary, Leadhand Caretaker or Relief Caretaker, he or she 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 \$500 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 his/her 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 Manager of Projects & Maintenance / Manager of Operations. 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 his/her 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 his or her 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 appropriate Human Resources Support Staff Administrator and the Secretary of the Union with a copy to the C.U.P.E. Area Office.

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 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 his/her regular shift.

31.03 The Employer and the Union recognize that mental illness, alcohol, drug addiction and stress are medical disorders 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 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 Effective July 1, 1999, the Employer agrees that no employee on staff will have his or her regular hours of work reduced, his or her regular rate of pay reduced, be laid off or have his or her 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, 2017.

- 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, 2017 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

Hourly Rates Effective January 1, 2012:

Facility Services Department (Maintenance)

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
1-S	Master Mechanic} Mechanic Maintenance Mechanic}	\$27.30
1-S	Electrician	\$27.30
1-S	Plumber	\$27.30
1-S	Carpenter/Locksmith/Glazier	\$27.30
1-S	Electronic Technician (Plant)	\$27.30
1-S	Refrigeration Technician	\$27.30
2-S	Grounds Assistant	\$25.89
3-S	Leadhand Painter	\$24.54
4-S	Mason	\$24.08
5-S	Painter	\$23.28
5-S	Grounds Technician	\$23.28
6-S	Trades Helper	\$21.46

Schedule "A"
Classifications And Wage Rates

Hourly Rates Effective January 1, 2012:

Facility Services Department (Caretaking)

FULL-TIME STAFF

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
1-O	Head Caretaker (Secondary)	\$22.40
2-O	Head Caretaker (Elementary)	\$21.71
3-O	Relief Caretaker	\$21.38
4-O	Lead Hand Caretaker	\$21.12
5-O	Day Caretaker Shift Caretaker Night Caretaker	\$20.76
6-O	Assistant Caretaker (Full-Time)	\$18.68

PART-TIME STAFF

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
7-O	Assistant Caretaker (Part-Time)	\$18.68

Note: In accordance with the Pay Equity Plan between the District School Board of Niagara and CUPE, Local 4156, the hourly rate for Assistant Caretaker shall be 90% of the hourly rate established for Caretaker.

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 Caretaker, plus statutory holiday pay and vacation pay thereon.

NOTES TO SCHEDULE A

1. The Employer shall, at its discretion, appoint temporary leadhands 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 (\$1.00) 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"
Classifications And Wage Rates

Hourly Rates Effective September 1, 2016:

Facility Services Department (Maintenance)

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
1-S	Master Mechanic} Mechanic Maintenance Mechanic}	\$27.57
1-S	Electrician	\$27.57
1-S	Plumber	\$27.57
1-S	Carpenter/Locksmith/Glazier	\$27.57
1-S	Electronic Technician (Plant)	\$27.57
1-S	Refrigeration Technician	\$27.57
2-S	Grounds Assistant	\$26.15
3-S	Leadhand Painter	\$24.79
4-S	Mason	\$24.32
5-S	Painter	\$23.51
5-S	Grounds Technician	\$23.51
6-S	Trades Helper	\$21.67

Schedule "A"
Classifications And Wage Rates

Hourly Rates Effective September 1, 2016:

Facility Services Department (Caretaking)

FULL-TIME STAFF

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
1-O	Head Caretaker (Secondary)	\$22.62
2-O	Head Caretaker (Elementary)	\$21.93
3-O	Relief Caretaker	\$21.59
4-O	Lead Hand Caretaker	\$21.33
5-O	Day Caretaker Shift Caretaker Night Caretaker	\$20.97
6-O	Assistant Caretaker (Full-Time)	\$18.87

PART-TIME STAFF

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
7-O	Assistant Caretaker (Part-Time)	\$18.87

Note: In accordance with the Pay Equity Plan between the District School Board of Niagara and CUPE, Local 4156, the hourly rate for Assistant Caretaker shall be 90% of the hourly rate established for Caretaker.

CASUAL EMPLOYEES

8-O Casual employees covered by this Collective Agreement shall be compensated at 75% of the hourly rate as established above for Assistant Caretaker, plus statutory holiday pay and vacation pay thereon.

NOTES TO SCHEDULE A

1. The Employer shall, at its discretion, appoint temporary leadhands 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 (\$1.00) 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"
Classifications And Wage Rates

Hourly Rates Effective February 1, 2017:

Facility Services Department (Maintenance)

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
1-S	Master Mechanic} Mechanic Maintenance Mechanic}	\$27.71
1-S	Electrician	\$27.71
1-S	Plumber	\$27.71
1-S	Carpenter/Locksmith/Glazier	\$27.71
1-S	Electronic Technician (Plant)	\$27.71
1-S	Refrigeration Technician	\$27.71
2-S	Grounds Assistant	\$26.28
3-S	Leadhand Painter	\$24.91
4-S	Mason	\$24.44
5-S	Painter	\$23.63
5-S	Grounds Technician	\$23.63
6-S	Trades Helper	\$21.78

Schedule "A"
Classifications And Wage Rates

Hourly Rates Effective February 1, 2017:

Facility Services Department (Caretaking)

FULL-TIME STAFF

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
1-O	Head Caretaker (Secondary)	\$22.74
2-O	Head Caretaker (Elementary)	\$22.04
3-O	Relief Caretaker	\$21.70
4-O	Lead Hand Caretaker	\$21.44
5-O	Day Caretaker Shift Caretaker Night Caretaker	\$21.07
6-O	Assistant Caretaker (Full-Time)	\$18.96

PART-TIME STAFF

<u>Wage Level</u>	<u>Classification</u>	<u>Hourly Rate</u>
7-O	Assistant Caretaker (Part-Time)	\$18.96

Note: In accordance with the Pay Equity Plan between the District School Board of Niagara and CUPE, Local 4156, the hourly rate for Assistant Caretaker shall be 90% of the hourly rate established for Caretaker.

CASUAL EMPLOYEES

8-O Casual employees covered by this Collective Agreement shall be compensated at 75% of the hourly rate as established above for Assistant Caretaker, plus statutory holiday pay and vacation pay thereon.

NOTES TO SCHEDULE A

1. The Employer shall, at its discretion, appoint temporary leadhands 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 (\$1.00) 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, 2014 - August 31, 2017 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 21st day of December, 2016

Signed on behalf of the District School Board of Niagara:

D. Robinson
Chair

Dale Robinson

W. R. Hoshizaki
Director of Education and Secretary

W. R. Hoshizaki

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

Frank Ventresca

Mark Lunn

Colleen Thibodeau

Keith Ferrie

Robert McKenna

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 1, 2009 until August 31, 2012.
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 his or her 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 his or her 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 his or her former position, if it exists, or a comparable position should it not. Upon his or her 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 ____ day of November, 2008

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 22.02

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

re: Benefits Review Committee

The parties hereby agree that the Benefits Review Committee shall continue to operate, subject to the following provisions:

1. The Committee shall include representatives from the Union and representatives from the Board.
2. Any other Agent/Agencies that the parties mutually agree will assist their deliberations may be invited to attend Committee meetings to provide information. These individuals shall not be part of the decision-making and/or voting procedure.
3. Areas to be explored by the Committee shall include, but are not limited to the:
 - (a) selection of outside benefit consultants;
 - (b) total amount of funds budgeted for benefit contributions for Union members;
 - (c) methodology used to calculate monthly premium amounts;
 - (d) methodology used to calculate monthly premium amounts for benefits enhancements;
 - (e) rates of inflation utilized in calculating current and projected benefit premiums;
 - (f) utilization of each type of benefit expenditure;
 - (g) determination of disbursements of premium funds;
 - (h) examination of provincial trends regarding benefit funding contributions;
 - (i) benefit funding generated by the provincial funding formula.
4. The Committee shall meet as determined by the Benefits Review Committee to examine the utilization data and review the financial status of the benefit plan to ensure the benefit plan maximizes the delivery of benefits to Facility Services

Employees and limits cost increases to the Board.

5. The Committee will review the existing benefits plans and investigate alternative models of benefits provisions.
6. By mutual consent of the Union and the Board, the Committee may make recommendations for plan improvements for consideration and decision-making by the Board during the term of this Agreement.

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
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156

re: Benefits Improvement - PDT Agreement

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement dated May 27, 2008, the District School Board of Education and CUPE, Local 4156 will meet to review and apply the Additional Enhancement Monies for the enhancement of benefits to be effective September 1, 2010.

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

re: Professional Development Allocation

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

It is agreed that the Board - Union Committee will meet under Article 6.03 within (30) days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for union members.

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

re: Enhancements Arising From
Other Education Support Workers PDT Agreements

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

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

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

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

(Plant Services and Operations Staff)

re: Staff Funding Enhancement for 2009-10
Custodial/Maintenance Staff (School Operations)

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

The Parties note the Government's requirement that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/Maintenance/Skilled Trades, considering:

- Existing local staffing formulas;
- The new requirements for monitoring water quality;
- The importance of maintaining school buildings and grounds in good physical condition.

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

- Offset staff reductions in Custodial/Maintenance/Skilled Trades that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades in 2009-10 up to the value of the Board's share of this new allocation.

The Board's initial funding allocation for Custodial/Maintenance/Skilled Trades staff (based on the appendix attached to the PDT Agreement "Estimated FTE from School Operations Enhancement") is projected to be as follows:

Year	Enhancement	Estimated Average Salary	Estimated FTE from Enhancement
2009-2010	\$731,757	\$52,782	13.9
2010-2011	\$724,692	\$54,507	13.3
2011-2012	\$718,319	\$56,142	12.8
2012-2013	\$712,410	\$56,142	12.7

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

The Parties agree to meet to discuss the allocation of the Estimated FTE from School Operations Enhancement and the item will be dealt with through the Plant Services and Operations Staff Liaison Committee.

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:

- Attendance Management
- Medication and Medical Procedures
- Violence
- Preventative Maintenance
- Contracting In/Out
- Job Descriptions

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