

**DISTRICT SCHOOL BOARD OF NIAGARA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 4156**

**(PLANT SERVICES AND OPERATIONS STAFF)**

**JANUARY 1, 2009 - AUGUST 31, 2012**

## CONTENTS

|                   |  |
|-------------------|--|
| <b>ARTICLE 1</b>  | <b>PREAMBLE</b>                        |
| <b>ARTICLE 2</b>  | <b>RECOGNITION</b>                     |
| <b>ARTICLE 3</b>  | <b>UNION SECURITY</b>                  |
| <b>ARTICLE 4</b>  | <b>EMPLOYER'S RIGHTS</b>               |
| <b>ARTICLE 5</b>  | <b>DISCRIMINATION</b>                  |
| <b>ARTICLE 6</b>  | <b>UNION COMMITTEE AND STEWARDS</b>    |
| <b>ARTICLE 7</b>  | <b>GRIEVANCE PROCEDURE</b>             |
| <b>ARTICLE 8</b>  | <b>DISCHARGE AND DISCIPLINE CASES</b>  |
| <b>ARTICLE 9</b>  | <b>NO STRIKES OR LOCKOUTS</b>          |
| <b>ARTICLE 10</b> | <b>SENIORITY AND JOB POSTINGS</b>      |
| <b>ARTICLE 11</b> | <b>LEAVES OF ABSENCE</b>               |
| <b>ARTICLE 12</b> | <b>CLASSIFICATIONS AND WAGE RATES</b>  |
| <b>ARTICLE 13</b> | <b>HOURS OF WORK</b>                   |
| <b>ARTICLE 14</b> | <b>OVERTIME</b>                        |
| <b>ARTICLE 15</b> | <b>VACATIONS</b>                       |
| <b>ARTICLE 16</b> | <b>PAID HOLIDAYS</b>                   |
| <b>ARTICLE 17</b> | <b>COMPASSIONATE AND SPECIAL LEAVE</b> |
| <b>ARTICLE 18</b> | <b>JURY DUTY</b>                       |
| <b>ARTICLE 19</b> | <b>SHIFT PREMIUMS</b>                  |
| <b>ARTICLE 20</b> | <b>TEMPORARY TRANSFERS</b>             |
| <b>ARTICLE 21</b> | <b>CALL-IN PAY</b>                     |

|                                  |  |
|----------------------------------|--|
| <b>ARTICLE 22</b>                | <b>GENERAL WELFARE PROGRAM</b>   |
| <b>ARTICLE 23</b>                | <b>SICK LEAVE</b>  |
| <b>ARTICLE 24</b>                | <b>BENEFITS UPON TERMINATION (Applicable to employees of the former Niagara South Board of Education only)</b> |
| <b>ARTICLE 25</b>                | <b>WORK AND PROTECTIVE CLOTHING</b>  |
| <b>ARTICLE 26</b>                | <b>TRAINING PROGRAMS</b>   |
| <b>ARTICLE 27</b>                | <b>SAFETY AND HEALTH</b>   |
| <b>ARTICLE 28</b>                | <b>COPIES OF COLLECTIVE AGREEMENT</b>  |
| <b>ARTICLE 29</b>                | <b>NOTICES</b>   |
| <b>ARTICLE 30</b>                | <b>PAY DAYS</b>  |
| <b>ARTICLE 31</b>                | <b>GENERAL</b>   |
| <b>ARTICLE 32</b>                | <b>CONTRACTING OUT</b>   |
| <b>ARTICLE 33</b>                | <b>OFFENSE DECLARATIONS</b>  |
| <b>ARTICLE 34</b>                | <b>DURATION OF AGREEMENT</b>   |
| <b>SCHEDULE A</b>                | <b>CLASSIFICATIONS AND WAGE RATES</b>  |
| <b>LETTER OF UNDERSTANDING -</b> | <b>(Paid Leave of Absence for Union President)</b>   |
| <b>LETTER OF AGREEMENT -</b>     | <b>(re : Article 17)</b>   |
| <b>LETTER OF UNDERSTANDING -</b> | <b>(re : Electronic Postings and Applications)</b>   |
| <b>LETTER OF UNDERSTANDING -</b> | <b>(re : Article 22.02)</b>  |
| <b>LETTER OF UNDERSTANDING -</b> | <b>(Benefits Review Committee)</b>   |
| <b>LETTER OF AGREEMENT -</b>     | <b>(Article 25 - Work and Protective Clothing)</b>   |

- 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))**

**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 plant operations, 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 Holidays 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.

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#### 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 Plant Controller 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 appropriate Plant Controller 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 five (5) days of such meeting.

7.03            **STEP 2**

If not then settled at Step 1, the grievance may, within five (5) days, be submitted in writing to the Plant Controller. The Chief Steward and the appropriate Steward, shall be given the opportunity to discuss the grievance within five (5) days of submission of the grievance. The Plant Controller (or designate) shall render a decision, in writing, within five (5) days of the discussion.

7.04 STEP 3 (Individual Grievance)

If not then settled at Step 2, the grievance may, within five (5) days, be submitted in writing to the Director of Education by the Union Committee, with a copy to the Plant Controller, 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 five (5) 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 five (5) 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 five (5) 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 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 AND JOB POSTINGS**

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 1<sup>st</sup> 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 all bulletin boards for a minimum of seven (7) days in order that all members will know about the position and be able to make written 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 a 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 region 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 Plant Controller 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 (a) above, "regions" shall be defined as follows:

Lincoln/West Lincoln/Grimsby  
St. Catharines - North  
St. Catharines - South  
Niagara Falls/Niagara-On-The-Lake  
Pelham/Thorold  
Welland  
Port Colborne/Wainfleet  
Fort Erie/Ridgeway/Stevensville

\_\_\_\_\_ (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 forty (40) 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 Co-ordinating Committee. Not more than one (1) employee shall be absent 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 or Federal Executive of the Union.

11.03 Requests for leaves of absence in accordance with Article 11.02 shall be made in writing by the Union to the appropriate Plant Controller.

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 (a) An employee selected to do instruction sessions on assignments from the Canadian Union of Public Employees shall be eligible for a leave of absence, without compensation provided that at least ten (10) working days of advance notice is provided to the Employer. There shall be no more than one (1) employee away at any one time on teaching assignments. The assignments shall be for at least two (2) days and shall not exceed an aggregate of twenty (20) days in any calendar year.

- (b) 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 during the period of leave. Application for such leave must be submitted in writing to the appropriate Plant Controller by April 30<sup>th</sup> 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 Staff

Normal hours of work for maintenance employees shall be as follows :

St. Catharines Service Centre :

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

Welland and Niagara Falls Service Centres :

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

(b)    Effective September 1, 2009 :

Normal hours of work for maintenance employees shall be as follows :

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

(c)    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)



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 Plant Controllers, 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<br/>By July 1</u> | <u>Vacation</u>   | <u>Vacation<br/>Pay</u>                                    |
|---------------------------------------|---|--|
| _____ Less than 1 year                | 1 working day<br>per month to<br>a maximum of<br>10 days with<br>pay_____ | 4% on<br>earnings<br>from<br>July 1 of<br>previous<br>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 employees may, subject to the approval of the Plant Controller, 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><br><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 Plant 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 Plant Controller 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 Plant Controller 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.

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**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>                    | Jan. 1, 2010      | Jan 1, 2011       | Jan. 1, 2012      |
|--|--|-------------------|-------------------|-------------------|
| L.T.D.   | 4.304 per hundred                      | 4.304 per hundred | 4.304 per hundred | 4.304 per hundred |
| Group Life Insurance<br>(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 20.02, provided he/she pays his or her share of premium cost(s) to the Employer by the fifteenth (15<sup>th</sup>) 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**

(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 Plant 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 Plant Services (Maintenance and Grounds) 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**

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Plant 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.

Plant Services and Grounds 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 Plant Controller. 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 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 OFFENSE DECLARATIONS**

- 33.01 All employees shall be required to submit their Annual Offense Declaration, as required under Regulation 521/02 of the Safe Schools Act electronically through the Employee Portal.

33.02 Failure to submit an Offense Declaration by the date established by the Human Resources Department may result in the employee being suspended without pay pending submission of the required Offense 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 Offense 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, 2012.

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, 2012 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, 2009 :**

**Plant Services Department (Maintenance)**

| <b>Wage Level</b> | <b>Classification</b>                                | <b>Hourly Rate</b> |
|-------------------|--|--------------------|
| 1-S               | Master Mechanic } Mechanic<br>Maintenance Mechanic } | \$24.98            |
| 1-S               | Electrician  | \$24.98            |
| 1-S               | Plumber  | \$24.98            |
| 1-S               | Carpenter/Locksmith/Glazier                          | \$24.98            |
| 1-S               | Electronic Technician (Plant)                        | \$24.98            |
| 1-S               | Refrigeration Technician                             | \$24.98            |
| 2-S               | Grounds Assistant                                    | \$23.70            |
| 3-S               | Leadhand Painter                                     | \$22.46            |
| 4-S               | Mason  | \$22.04            |
| 5-S               | Painter  | \$21.30            |
| 5-S               | Grounds Technician                                   | \$21.30            |
| 6-S               | Trades Helper  | \$19.63            |

**Schedule "A"**  
**Classifications And Wage Rates**

**Hourly Rates Effective January 1, 2009 :**

**Plant Operations Department (Caretaking)**

FULL-TIME STAFF

| <b>Wage Level</b> | <b>Classification</b>                               | <b>Hourly Rate</b> |
|-------------------|---|--------------------|
| 1-0               | Head Caretaker (Secondary)                          | \$20.50            |
| 2-0               | Head Caretaker (Elementary)                         | \$19.87            |
| 3-0               | Relief Caretaker                                    | \$19.56            |
| 4-0               | Lead Hand Caretaker                                 | \$19.32            |
| 5-0               | Day Caretaker<br>Shift Caretaker<br>Night Caretaker | \$18.99            |
| 6-0               | Assistant Caretaker (Full-Time)                     | \$17.10            |

PART-TIME STAFF

| <b>Wage Level</b> | <b>Classification</b>           | <b>Hourly Rate</b> |
|-------------------|---------------------------------|--------------------|
| 7-0               | Assistant Caretaker (Part-Time) | \$17.10            |

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 January 1, 2010 :**

**Plant Services Department (Maintenance)**

| <b>Wage Level</b> | <b>Classification</b>                                | <b>Hourly Rate</b> |
|-------------------|--|--------------------|
| 1-S               | Master Mechanic } Mechanic<br>Maintenance Mechanic } | \$25.73            |
| 1-S               | Electrician  | \$25.73            |
| 1-S               | Plumber  | \$25.73            |
| 1-S               | Carpenter/Locksmith/Glazier                          | \$25.73            |
| 1-S               | Electronic Technician (Plant)                        | \$25.73            |
| 1-S               | Refrigeration Technician                             | \$25.73            |
| 2-S               | Grounds Assistant                                    | \$24.41            |
| 3-S               | Leadhand Painter                                     | \$23.13            |
| 4-S               | Mason  | \$22.70            |
| 5-S               | Painter  | \$21.94            |
| 5-S               | Grounds Technician                                   | \$21.94            |
| 6-S               | Trades Helper  | \$20.22            |

**Schedule "A"**  
**Classifications And Wage Rates**

**Hourly Rates Effective January 1, 2010 :**

**Plant Operations Department (Caretaking)**

FULL-TIME STAFF

| <b>Wage Level</b> | <b>Classification</b>                               | <b>Hourly Rate</b> |
|-------------------|---|--------------------|
| 1-0               | Head Caretaker (Secondary)                          | \$21.12            |
| 2-0               | Head Caretaker (Elementary)                         | \$20.47            |
| 3-0               | Relief Caretaker                                    | \$20.15            |
| 4-0               | Lead Hand Caretaker                                 | \$19.90            |
| 5-0               | Day Caretaker<br>Shift Caretaker<br>Night Caretaker | \$19.56            |
| 6-0               | Assistant Caretaker (Full-Time)                     | \$17.61            |

PART-TIME STAFF

| <b>Wage Level</b> | <b>Classification</b>           | <b>Hourly Rate</b> |
|-------------------|---------------------------------|--------------------|
| 7-0               | Assistant Caretaker (Part-Time) | \$17.61            |

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 January 1, 2011 :**

**Plant Services Department (Maintenance)**

| <b>Wage Level</b> | <b>Classification</b>                               | <b>Hourly Rate</b> |
|-------------------|---|--------------------|
| 1-S               | Master Mechanic } Mechanic<br>Maintenance Mechanic} | \$26.50            |
| 1-S               | Electrician   | \$26.50            |
| 1-S               | Plumber   | \$26.50            |
| 1-S               | Carpenter/Locksmith/Glazier                         | \$26.50            |
| 1-S               | Electronic Technician (Plant)                       | \$26.50            |
| 1-S               | Refrigeration Technician                            | \$26.50            |
| 2-S               | Grounds Assistant                                   | \$25.14            |
| 3-S               | Leadhand Painter                                    | \$23.82            |
| 4-S               | Mason   | \$23.38            |
| 5-S               | Painter   | \$22.60            |
| 5-S               | Grounds Technician                                  | \$22.60            |
| 6-S               | Trades Helper                                       | \$20.83            |

**Schedule "A"**  
**Classifications And Wage Rates**

**Hourly Rates Effective January 1, 2011 :**

**Plant Operations Department (Caretaking)**

FULL-TIME STAFF

| <b>Wage Level</b> | <b>Classification</b>                               | <b>Hourly Rate</b> |
|-------------------|---|--------------------|
| 1-0               | Head Caretaker (Secondary)                          | \$21.75            |
| 2-0               | Head Caretaker (Elementary)                         | \$21.08            |
| 3-0               | Relief Caretaker                                    | \$20.76            |
| 4-0               | Lead Hand Caretaker                                 | \$20.50            |
| 5-0               | Day Caretaker<br>Shift Caretaker<br>Night Caretaker | \$20.15            |
| 6-0               | Assistant Caretaker (Full-Time)                     | \$18.14            |

PART-TIME STAFF

| <b>Wage Level</b> | <b>Classification</b>           | <b>Hourly Rate</b> |
|-------------------|---------------------------------|--------------------|
| 7-0               | Assistant Caretaker (Part-Time) | \$18.14            |

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 January 1, 2012 :**

**Plant Services Department (Maintenance)**

| <b>Wage Level</b> | <b>Classification</b>                                | <b>Hourly Rate</b> |
|-------------------|--|--------------------|
| 1-S               | Master Mechanic } Mechanic<br>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 :**

**Plant Operations Department (Caretaking)**

FULL-TIME STAFF

| <b>Wage Level</b> | <b>Classification</b>                               | <b>Hourly Rate</b> |
|-------------------|---|--------------------|
| 1-0               | Head Caretaker (Secondary)                          | \$22.40            |
| 2-0               | Head Caretaker (Elementary)                         | \$21.71            |
| 3-0               | Relief Caretaker                                    | \$21.38            |
| 4-0               | Lead Hand Caretaker                                 | \$21.12            |
| 5-0               | Day Caretaker<br>Shift Caretaker<br>Night Caretaker | \$20.76            |
| 6-0               | Assistant Caretaker (Full-Time)                     | \$18.68            |

PART-TIME STAFF

| <b>Wage Level</b> | <b>Classification</b>           | <b>Hourly Rate</b> |
|-------------------|---------------------------------|--------------------|
| 7-0               | 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.

**The foregoing is the January 1, 2009 - August 31, 2012 Collective Agreement between the District School Board of Niagara and the Canadian Union of Public Employees, Local 4156 (Plant Services and Operations Staff).**

**Dated at St. Catharines, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2008**

**Signed on behalf of the District School Board of Niagara :**

K. C. Maves,  
Chair

\_\_\_\_\_

W. R. Hoshizaki  
Director of Education and Secretary

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**Signed on behalf of C.U.P.E., Local 4156 (Plant Services and Operations Staff) :**

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**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

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**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

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**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)**

**re : Electronic Postings and Applications**

The parties to this Agreement agree to convene a Committee in 2009 consisting up to three (3) representatives from CUPE, Local 4156 and three (3) representatives of the Employer to jointly develop an electronic posting and application process which shall be implemented as of January 1, 2010.

The Committee will first meet no later than January 30, 2009 and shall establish its own terms of reference.

On behalf of :  
CUPE, Local 4156

On behalf of the :  
District School Board of Niagara

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**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 : Article 22.02**

The Parties agree that :

For the period, January 1, 2009 through to August 31, 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

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**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 : 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 on a quarterly basis 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 teachers 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

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**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 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.

On behalf of :  
CUPE, Local 4156

On behalf of the :  
District School Board of Niagara

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**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 : 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

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**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

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**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

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**Signed 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

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**Signed 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

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**Signed at St. Catharines, Ontario this \_\_\_\_\_ day of November , 2008.**

