

DISTRICT SCHOOL BOARD OF NIAGARA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4156

(Office Clerical/Technical and Instructional Support Unit)

Effective January 1, 2009 until August 31, 2012

CONTENTS

ARTICLE 1	PREAMBLE
ARTICLE 2	RECOGNITION
ARTICLE 3	UNION SECURITY
ARTICLE 4	EMPLOYER'S RIGHTS
ARTICLE 5	DISCRIMINATION
ARTICLE 6	UNION COMMITTEE AND STEWARDS
ARTICLE 7	GRIEVANCE PROCEDURE
ARTICLE 8	DISCHARGE AND DISCIPLINE CASES
ARTICLE 9	NO STRIKES AND NO LOCKOUTS
ARTICLE 10	SENIORITY AND JOB POSTINGS
ARTICLE 11	LEAVES OF ABSENCE
ARTICLE 12	CLASSIFICATIONS AND WAGE RATES
ARTICLE 13	HOURS OF WORK
ARTICLE 14	OVERTIME
ARTICLE 15	VACATIONS
ARTICLE 16	PAID HOLIDAYS
ARTICLE 17	COMPASSIONATE LEAVE
ARTICLE 18	JURY DUTY
ARTICLE 19	TEMPORARY TRANSFERS
ARTICLE 20	GENERAL WELFARE PROGRAM

ARTICLE 21	SICK LEAVE
ARTICLE 22	BENEFITS UPON TERMINATION (Applicable to employees of the former Niagara South Board of Education only)
ARTICLE 23	COURSES OF STUDY
ARTICLE 24	SAFETY AND HEALTH
ARTICLE 25	NOTICES
ARTICLE 26	PAY DAYS
ARTICLE 27	CONTRACTING OUT
ARTICLE 28	SHIFT PREMIUM
ARTICLE 29	GENERAL
ARTICLE 30	OFFENSE DECLARATIONS
ARTICLE 31	COPIES OF COLLECTIVE AGREEMENT
ARTICLE 32	DURATION OF AGREEMENT

SCHEDULES "A" and "B" - JANUARY 1, 2009 - AUGUST 31, 2012

LETTER OF UNDERSTANDING -	(Paid Leave of Absence for Union President)
LETTER OF AGREEMENT -	(re : Article 17)
LETTER OF UNDERSTANDING -	(re : Article 2.06 - Casual Educational Assistants and Casual Child Care Workers)
LETTER OF UNDERSTANDING -	(Benefits Review Committee)
LETTER OF UNDERSTANDING -	(re : Electronic Postings and Applications)
LETTER OF INTENT -	(Ad hoc Committee to Review Medication Administration and Medical and Health Related Procedures)
LETTER OF INTENT -	(re : Vacation Pay for 10 Month Employees)

- LETTER OF UNDERSTANDING - (re : Article 20.03)**
- LETTER OF UNDERSTANDING - (re : Benefits Improvement - PDT Agreement)**
- LETTER OF UNDERSTANDING - (Staffing Funding Enhancements for Educational Assistants)**
- LETTER OF UNDERSTANDING - (Staffing Funding Enhancements for 2009-2010 - Office Support Staff (Elementary School Secretaries))**
- 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 : Enhancement for Student Supervision)**

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 as office, clerical, technical and instructional support staff, save and except:

- Supervisors and persons employed above the rank of Supervisor;
- Department Managers or Administrators, Assistants, Co-ordinators and persons above the rank of Department Manager or Administrator;
- Employees engaged as Principals, or Vice-Principals;
- Board Lawyer, Comptroller of Finance and Chief Accountant;
- All Human Resources Department employees employed in a managerial or confidential capacity ;
- Students employed during their school vacation periods;
- Secretaries/Administrative Assistants to Supervisory Offices, Plant Controllers, Board Lawyer, Comptroller of Finance and Recording Secretary;
- Employees covered by other Collective Agreements.

- 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 The term "Supervisor" shall include "Principal" for school based employees.
- 2.05 No employee shall be required or permitted to make any written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement.
- 2.06 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 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 regular qualified personnel, who have indicated in writing to the Human Resources Administrator that they are interested in replacement work, in the municipality and/or worksite for such replacement work before calling in temporary staff.
- 2.07 A casual employee shall not be entitled to seniority, vacation, compassionate leave, shift premium, general welfare program, sick leave allowance, as provided for under this Agreement, but shall receive vacation pay and Paid Holidays in accordance with the Employment Standards Acts._____

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.
- 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 Employer 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 and procedures to be used, the kinds, location and use of equipment and maintenance of same, the processes, materials and parts to be incorporated in the work, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this agreement.

4.02 The Employer also has the right to make and alter, from time to time, the rules, 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 will be convened in accordance with 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 The Employer will recognize :

- (a) Stewards as elected by the Union
- (b) A Union Committee of up to six (6) employees, one of whom shall be the President of the Union or the President's representative, as the Union's bargaining committee and to recognize such committee as the spokespersons of the union in connection with the negotiation of amendments to, or the renewal of, this Agreement.

- 6.02 The Stewards and members of the Union Committee shall be placed on the Seniority List. The Union shall notify the Employer, in writing, of the names of its officers, Unit Chief Stewards, Stewards, and 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 function.
- 6.03 Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both parties. A national 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 meetings during working hours between the parties, excluding Arbitration.
- 6.06 Where an employee, committee member, or Union Official is required by the Employer to attend a meeting with the Employer, save and except to process grievances, outside of their regular working hours, such time spent in attendance shall be classed as hours worked. Any voluntary participation in meetings with the Board, (i.e. Policy Advisory Committee, etc.) shall not be deemed as hours worked.

Union Meetings

- 6.07 (a) The Board agrees that the Union may hold meetings at its work sites outside of the work day at no cost to the Union, provided that appropriate facilities are available and provided that there are no additional costs to the Board.
- (b) When a representative of the Union comes into a workplace to speak to a member about Union business, the Union representative will first sign in at the Main Office and shall make their presence known to the Principal or Vice-Principal.

6.08

Negotiations

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

ARTICLE 7 **GRIEVANCE PROCEDURE**

7.01

It is the mutual desire of the parties that a complaint of an employee or the Board shall be addressed as promptly as possible. It is understood that an employee has no grievance until the employee has first discussed the complaint with the appropriate Supervisor without satisfaction.

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 group or policy grievance and the Board shall have the right to file a policy grievance with the President or the Human Resources Senior Manager based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy 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 Human Resources Senior Manager within ten (10) days of the time the grievor became aware of the circumstances giving rise to the grievance. The Human Resources Administrator shall convene a meeting within five (5) days of receipt of the grievance and, if requested by the employee, arrange for the presence of the employee's Steward at the meeting. The Human Resources Administrator shall render a decision, in writing, within five (5) days.

7.03

STEP 2

If not then settled at Step 1, the grievance may, within five (5) days, be submitted in writing to the Human Resources Senior Manager. The Chief Steward accompanied, if the employee wishes, by the appropriate Steward, shall be given the opportunity to discuss the grievance within five (5) days of submission of the grievance. The Human Resources Senior Manager (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 Human Resources Senior Manager, to be dealt with at a meeting to be held within ten (10) days of submission. The Director of Education (or designate) shall render a decision, in writing, within five (5) days of the discussion.

7.05

STEP 3 (Policy 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.

- 8.05 (a) After eighteen (18) months following the issuance of a letter of discipline, an employee may request, in writing, to the appropriate Human Resources Administrator 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 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 1st of each year.

(b) Seniority List No. 1 shall contain the names of those employees regularly employed and not on Seniority List No. 2.

(c) Seniority List No. 2 shall contain the names of those employees regularly employed in the following job classifications :

Lunch Room Supervisors
Feeders

In the event that a new classification is established for less than seventeen and one-half (17 ½) hours per week, those employees shall be on Seniority List No. 2.

10.02 (d) An employee shall be placed on the appropriate seniority list, according to the date of his or her hire for Seniority List No. 2 or appointment to the Board for Seniority List No. 1, after he or she has successfully completed a probationary period of ninety (90) working days. An employee who has been continuously employed in a position as a casual employee and who is subsequently appointed to the position shall have all hours worked credited towards satisfying the probationary period.

(e) Until an employee's name is placed on the appropriate seniority list, he or she shall be known as a probationary employee.

- (f) In the event that an employee on Seniority List No. 2 is transferred to Seniority List No. 1, as the result of being the successful applicant for a vacancy, that employee shall be listed on Seniority List No. 1 according to the date of transfer. The employee concerned shall only qualify for the terms and conditions to which he or she is entitled under this Agreement effective with the date of transfer, save and except for length of service for determining vacation entitlement.
- (g) When an employee covered by the other CUPE, Local 4156 Collective Agreement is the successful applicant to a job posting covered by this Collective Agreement (once appointed to the position and the probationary period has been completed), the employee will be credited with the Seniority List No. 1 date that the employee had in the former Collective Agreement.
- (h) Effective January 1, 2005, should two (2) or more employees' seniority date be the same, the Employer shall determine the sequence based on the Social Insurance Numbers of the employee, using the lowest last six numbers as the higher place on the Seniority List. (Note : this Article will not change the sequence of employees listed on the Seniority List prior to ratification, where sequence was determined by date of birth (month/date) Only persons hired or placed on the Seniority List after ratification will be dealt with in this manner).

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, and employment shall terminate, 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 ten (10) 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 his/her seniority provided the transfer is for a period of twelve (12) 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.

Job Postings

10.05

- (a) When a vacancy occurs as a result of a resignation, retirement, promotion, demotion, transfer, discharge or the creation of a new position within the bargaining unit, the Employer shall 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. A copy of the notice will be sent to the Union electronically.

For the purposes of this clause, "days" shall be interpreted as "working days".

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, experience and education, skills, shift, hours of work, location*, wages or salary rate or range.

Note: For the positions of Educational Assistant and Child Care Worker, if it is an individual posting announcing a single position, then the location shall be provided. If the school is yet to be determined, or if it is a posting advertising multiple positions, then region(s) shall be provided. The Board will endeavour to provide an actual work location whenever possible, with both Parties understanding the mobility of these positions.

These qualifications shall not be established in an arbitrary or discriminatory manner.

- (b) 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 the 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.

- (c) Any employee applying for a vacancy filled by a person with lesser seniority may request and shall receive reasons why he/she did not get the job provided that such request is made within five (5) working days of receipt, in writing, that he/she was unsuccessful.
- (d) Normally, vacancies shall be posted within seven (7) days unless the Employer intends to postpone filling the vacancy, in which case, the Employer shall notify the Union of the postponement. Such postponements shall not exceed thirty (30) days, excluding July and August for school-based positions. If the Employer elects not to fill the position, it shall notify the Union in writing.
- (e) If, after posting a position, the Employer intends to postpone filling the vacancy or decides not to fill it, the Employer shall notify the Union, in writing, explaining the reasons for the decision, within ten (10) working days of the end of the posting period.

10.06

- (a) In making staff changes, the following factors shall be considered:
 1. Length of service
 2. Knowledge, training, ability, skills, efficiency, experience and past work record with the Employer.

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.

- (b) When a vacancy is posted and all of the applicants are currently in the same position but at other locations within the Board, it shall be deemed to be a lateral move and the position will be awarded to the more senior applicant as long as they are qualified to perform the duties of the position and has successfully completed his or her probationary period.

10.07

- (a) A successful applicant shall be placed on a trial period for twenty (20) working days. The trial period shall be deemed to be ended conditional on satisfactory performance during the twenty (20) working days. Time worked when schools are not in session shall be added to the trial period. In the event the successful applicant proves unsatisfactory in the position in the aforementioned trial period, he or she shall be returned to his or her former position.

- (b) A successful applicant transferred from Seniority List No. 2 to a full time position shall be placed on a trial period for ninety (90) working days, conditional on satisfactory performance. Time worked when schools are not in session shall be added to the trial period. In the event the successful applicant proves unsatisfactory in the position in the aforementioned trial period, he or she shall be returned to his or her former position. The vacant position will then be re-posted in accordance with the terms set out in Article 10.05. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his or her former position without loss of seniority or former salary.
- (c) A successful applicant to any position shall have a period of twenty (20) 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 for a period of one (1) year unless the vacancy is one that entails a promotion to a higher pay scale, as defined in Schedule A of this Agreement. For the purposes of this clause, promotion shall be defined as:
 - 1. movement to a higher pay scale as outlined in Schedule A of this Agreement, or
 - 2. an increase in hours, or
 - 3. a change in municipality for the employee, or
 - 4. a position within one (1) mile of the employee's home.

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.

Lay-Off

- 10.10 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided that the remaining employees are qualified to fill the remaining job classifications. Laid off employees shall be recalled in order of their seniority providing they are qualified to do the work. A laid-off employee may refuse a call back if the job offered does not provide the same rate of pay or regular hours of work as the job held prior to lay-off.
- 10.11 No new employees will be hired until those laid off have been given an opportunity for re-employment to positions for which they are qualified.
- 10.12 Unless legislation is more favourable, in the case of lay-offs of ninety (90) consecutive working days or less, the Employer shall notify employees who are to be laid off five (5) full days before the lay-off is to be effective.
- Where the duration of the lay-off is to exceed ninety (90) consecutive working days, the Employer shall notify employees who are to be laid off ninety (90) full 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 term "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 in accordance with Article 10.16. The provisions of this Article shall not apply to employees who are displaced by other employees exercising their rights under this Article.
- 10.14 In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Union Executive Board and the Unit Chief Stewards 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.
- 10.15 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 :
1. displace one of the three (3) least senior employees in the same job classification,

2. or a less senior employee in a lower job classification,
3. or a lesser 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 so 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 Human Resources Administrator 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.

- (b) In the event that an employee bumps into a lower classification, that employee shall keep his or her higher rate of pay for six (6) calendar months from the date that he or she has been officially notified, in writing, that he or she has been displaced from his or her position.
- (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 For the purposes of this article, "lay-off" shall be defined as a reduction in an employee's regularly scheduled hours of fifteen per cent (15%) or more.

10.18 Should the Board merge or amalgamate any of its operation with another employer under provincial jurisdiction, the Board will use its best efforts to endeavour to arrange for the transfer of any employees affected, together with all their rights, privileges and benefits afforded in this Collective Agreement.

For the purposes of applying the provisions of Article 10, "regions", as referenced under this Article, shall be defined as follows :

Region 1

Secondary Schools

Fort Erie Secondary
Port Colborne High
Ridgeway-Crystal Beach High

Elementary Schools

Bertie
Crystal Beach
DeWitt Carter
Fort Erie Elementary
Garrison Road
General Vanier
McKay
Oakwood
Ridgeway
Rose Seaton
Steele Street
Stevensville
William E. Brown
Winger

Region 2

Administrative Offices

DRRC
Welland Service Centre
Niagara Student Transportation Services
St. Johns Outdoor Centre

Secondary Schools

Eastdale Secondary
E. L. Crossley
Thorold Secondary
Centennial

Elementary Schools

A. K. Wigg
Crowland Central
Empire
E. W. Farr
Fitch Street
Glendale
Glynn A. Green
Gordon
Matthews
Ontario
Pelham Centre

Plymouth
Princess Elizabeth
Prince of Wales (Thorold)
Quaker Road
Richmond Street
Ross
Westmount

Region 3

Secondary Schools
Beamsville Secondary
Grimsby Secondary
South Lincoln High

Elementary Schools

Caistor Central
Campden
Central
College Street
Gainsborough
Grand Avenue
Jacob Beam
Jordan
Lakeview
Maple Grove
Nelles
Park
Senator Gibson
Smith
Vineland

Region 4

Administrative Offices
Education Centre
St. Catharines Service Centre

Secondary Schools
Kernahan Park
Sir Winston Churchill
St. Catharines Collegiate
West Park

Elementary Schools

Alexandra
Applewood
Briardale
Burleigh Hill
Connaught
Edith Cavell
Ferndale

Glen Ridge
Grapeview
Maywood
Memorial
Oakridge
Power Glen
Queen Mary
Westdale
Woodland

Region 5

Administrative Offices
Woodend Environmental Centre

Secondary Schools
Eden Secondary
Governor Simcoe
Lakeport
Laura Secord Secondary
Niagara District

Elementary Schools
Carleton
Colonel John Butler
Dalewood
E. I. McCulley
Gracefield
Laura Secord Elementary
Lincoln Centennial
Lockview
Meadowvale
Parliament Oak
Parnall
Pine Grove
Port Weller
Prince of Wales (St. Catharines)
Prince Philip (St. Catharines)
Sheridan Park
St. Davids
Virgil

Region 6

Administrative Offices
Niagara Falls Service Centre

Secondary Schools
A. N. Myer
Stamford Collegiate
Westlane Secondary

Elementary Schools

Battlefield
Cherrywood Acres
F. J. Rutland
Forestview
Greendale
Heximer Avenue
James Morden
John Marshall
Kate S. Durdan
Martha Cullimore
Orchard Park
Prince Philip (Niagara Falls)
Princess Margaret
River View
Simcoe Street
Valley Way
Victoria

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 from any one (1) worksite or functional section of a department.

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

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

- (b) In addition to the leave provided in 11.02 (a) above, the Employer shall grant, upon reasonable notice, leave of absence without pay and without loss of seniority for the term of office, to an employee who is elected or selected to serve on the Provincial, Federal or Local Executive of the Union.
- (c) Upon application, an employee shall be granted up to one (1) full school year leave without pay for the purpose of career enhancement within the field of education. Seniority shall accumulate for the period of leave. Application for such leave must be submitted in writing to the appropriate Human Resources Administrator by April 30th prior to the leave.

11.03 Requests for leaves of absence in accordance with Article 11.02 (a) and (b) shall be made in writing by the Union to the appropriate Human Resources Administrator.

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 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.

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 thirty-seven (37) weeks to an employee who intends to adopt a child. The employee shall give the Employer one (1) month notice in writing of intent to take leave for the purpose of adoption and the date the leave is to be taken. Recognizing that the date of departure may be at any time after the application for leave is made, the leave shall begin with a mutually agreeable date related to the date the child is to be received, once it is known, and shall end no later than six (6) months from that date unless otherwise arranged with the mutual consent of the Employer and the employee.
- 11.09 The Employee shall report for work upon termination of such leave of absence, as set out in Articles 11.07 or 11.08 or extension, following two (2) weeks notice of his/her intention to return to work, at which time the employee will be placed in a position consistent with the seniority provisions of this Agreement.
- 11.10 Benefits as outlined in Article 20 (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 (excluding those granted in Articles 11.07 and 11.08). The employee shall pay the full cost of the required premiums.
- 11.11 The parties agree that the provisions pertaining to employee-financed leaves as set out in Appendix C in the former Collective Agreement between the Lincoln County Board of Education and C.U.P.E. Local 1442 (Office and Technical Employees) 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 An employee who is promoted to a position in a higher classification on the salary schedule shall receive the salary rate which is next higher by 5% or more to the employee's existing rate on the schedule and then will progress to the maximum of the classification in annual steps in the manner prescribed in Schedule "A".
- 12.04 In the event that it is necessary to retain ten month employees beyond the last scheduled day of work in the school year or have them return prior to the scheduled first day of work, they shall be compensated at their regular rate, for such additional time.

12.05

Where a position is reclassified, the employee occupying the position at the time the change in classification is approved by the Employer will remain at the same step in the schedule that he/she had reached prior to the reclassification and the salary will be changed accordingly in the first pay period following the date of approval.

Where the reclassification results in the position being placed in a level where additional steps to maximum are provided in the schedule, the employee will remain at the same step he/she had reached prior to reclassification but will move to the next step at January 1st following reclassification and in annual steps at January 1st each year thereafter until the maximum is reached.

12.06

If the Employer establishes a new classification under this Collective Agreement, the Employer shall temporarily set the rate of pay and the position will be referred to the Joint Job Evaluation Committee for evaluation in accordance with procedures set out in the "Pay Equity Maintenance Manual between the District School Board of Niagara and the Canadian Union of Public Employees, Local 4156 (Office/Clerical Technical and Instructional Support Staff Unit)" dated February 12, 2002.

12.07

- (a) Without restricting its rights 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 be equal to two (2) weeks' salary for each completed year of service to a maximum of twenty-six (26) weeks. Payment shall not be made for 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.

- 14.03 An employee shall be paid overtime as follows :
- (a) Time and one-half for hours worked in excess of the normal full-time daily hours for the employee's job classification as set out in Article 13.01
 - (b) Time and one-half for Saturday
 - (c) Double time for Sunday
 - (d) Double time for Statutory Holidays.
- 14.04 All overtime is voluntary and the Board will endeavour to keep overtime to a minimum but where it becomes necessary, such overtime will be distributed as equitably as possible among those employees in the same location who are usually engaged in the work involved and are available to perform the overtime work.
- 14.05 Where an employee has completed their regularly scheduled daily work hours and is subsequently called in on an emergency basis for work which has not been scheduled as overtime work or a return to work from layoff, then the employee shall be paid a minimum of three (3) hours at applicable overtime rates for the duration of time worked on the emergency call.
- 14.06 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 (\$10) dollars.

ARTICLE 15 VACATIONS

15.01 (A) Commencing January 1, 2000, employees regularly scheduled to work 12 months per year shall receive paid vacation or vacation pay, whichever is greater, as follows:

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

Vacations will normally be taken at times when school classes are not in session unless mutually agreed to by the supervisor and employee.

Where vacations within a functional department conflict, preference will be based on seniority.

- (B) i) Effective January 1, 2000, employees regularly scheduled for ten (10) months employment shall receive the following paid vacation or vacation pay, whichever is greater, retroactive to the start of the school year :

Years of Service

<u>By July 1st</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Less than 1 year	1 working day per to a maximum of 10 days with pay	4% on earnings from July 1 of the previous year
1 year but less than 3 years	10 days	4% on earnings
3 years but less than 10 years	15 days	6% on earnings
10 years but less than 17 years	20 days	8% on earnings
17 years but less than 25 years	25 days	10% on earnings
25 years and over	30 days	12% on earnings

- ii) To promote continuity of earnings the work year employees will receive their vacation pay on the following basis :
- (a) all regular week days during the work year when school classes are not in session save and except for Paid Holidays and Professional Activity Days as determined by the Board.
 - (b) the balance of vacation pay (i.e. annual entitlement less those days set out in (a) above) shall be paid to the employee by the end of September of the next work year.
- (C) Where hours of work for the employee concerned change the course of the work year, vacation pay entitlements shall be prorated accordingly.
- (D) Any employee who has been granted a leave of absence without pay for any reason for one (1) month or more shall have his/her 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

- 15.02 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.
- 15.03 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.
- 15.04 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 Each regular employee employed on a 12 month basis is entitled to a holiday with pay on each of the following days providing he/she meets the eligibility requirements outlined in Article 16.03

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

and all normal working days from December 24th through to December 31st, provided school classes are not in session. Where the normal working days are less than six (6), the Employer shall declare additional paid holidays, during the Christmas Break, to provide an aggregate of six (6) paid holidays.

16.02 Regular employees employed on a ten (10) month or school year basis, shall receive the following holidays with pay providing they meet the eligibility requirements outlined in Article 16.03.

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

and all normal working days between December 24th and December 31st provided school classes are not in session. Where the normal working days are less than six (6), the Employer shall declare additional paid holidays, during the Christmas Break, to provide an aggregate of six (6) paid holidays. All normal working days between December 24th and December 31st are deemed to be inclusive of days in lieu of any statutory holidays not specifically identified in this clause (i.e. Canada Day).

16.03 To qualify for holiday pay, the employee must have worked his/her regularly scheduled hours immediately before and after the paid holiday(s) unless the employee is on approved paid leave, including vacation, sick leave and compassionate leave or unless written permission is obtained from the Human Resources Administrator or designate.

16.04 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.

16.05 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's 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.

16.06 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.

16.07 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.

16.08 During the months of July and August, all regular employees employed on a 12 month basis, 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, in advance, by the appropriate Department Supervisor.

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

ARTICLE 17 COMPASSIONATE 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 Human Resources Senior Manager 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 Human Resources Senior Manager may grant compassionate leave for up to three (3) days per employee per calendar year for :
 - (i) purposes of extending the time provided in Article 17.01 where necessitated by circumstances or distances involved;
 - (ii) other personal reasons not covered in Article 17.01.
- (c) Leaves of absence granted under Article 17.05 (b) shall be subject to an aggregate maximum of three (3) days per employee per calendar year and shall be exclusive of any leaves granted under Article 17.04 above.

17.06

Quarantine

An employee who is quarantined or otherwise prevented by an order of the Medical Health Authorities from attending his/her duties because of exposure to a communicable disease, shall be granted a leave of absence without loss of sick leave credit, loss of salary, or loss of seniority.

17.07

Special Circumstances

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

ARTICLE 18 **JURY DUTY**

- 18.01 An employee called for jury duty or subpoenaed as a witness shall absent himself/herself from work only long enough to carry out his/her duties. Such employee will be paid for his/her standard scheduled hours at his/her normal rate of pay for the period of absence required to attend to these duties.
- 18.02 The employee shall submit to the Employer a copy of the notice to appear as verification. Upon receipt of the notice, the Board shall pay the employee for his or her standard scheduled hours.

ARTICLE 19 **TEMPORARY TRANSFERS**

- 19.01 An employee temporarily transferred by the appropriate supervisor to a position in a higher classification shall be paid the salary rate in the higher classification which represents the next higher rate in the schedule which affords an increase in salary for the period of the assignment.

ARTICLE 20 **GENERAL WELFARE PROGRAM**

- 20.01 All eligible employees shall participate or have the option to participate in the Ontario Municipal Employees Retirement System Pension Fund.
- 20.02 (a) It is agreed that the Employer will maintain the following benefit plans for current Seniority List No. 1 employees covered under this agreement. 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.

20.03 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.	1.853 per hundred	1.853 per hundred	1.853 per hundred	1.853 per hundred
Group Life Insurance (2 * salary - rounded up to the next highest thousand)	.310 per thousand	.310 per thousand	.310 per thousand	.310 per thousand
Extended Health Insurance	\$75.07 per month for single coverage	\$77.32	\$79.64	\$82.03
	or			
	\$191.44 per month for family coverage	\$197.18	\$203.10	\$209.19
Semi-Private Hospital	\$10.12 per month for single coverage	\$10.42	\$10.73	\$11.05
	or			
	\$24.44 per month for family coverage	\$25.17	\$25.93	\$26.71
Dental Insurance	\$40.02 per month for single coverage	\$41.22	\$42.46	\$43.73
	or			
	\$126.67 per month for family coverage	\$130.47	\$134.38	\$138.41

- 20.04 (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 20.03, provided he/she pays his or her share of premium cost(s) to the Employer by the fifteenth (15th) of the month or by some other arrangement satisfactory to the Board and such coverage is permitted by the insurance companies.
- (b) When a Seniority List No. 1 employee has exhausted his or her sick leave entitlement, as outlined in Article 21, 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 21 SICK LEAVE

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

- 21.02
 - (a) After five (5) consecutive days of absence, no Sick Leave Credits shall be allowed unless a certificate is furnished to the Employer by a physician or dentist, certifying the employee's inability to carry out his/her duties due to personal injury or illness.

 - (b) Notwithstanding the above, 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 coverage by OHIP.

- 21.03 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%) percent 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).
- 21.04 Regularly scheduled employees shall be entitled to sick leave on the following basis :
- (a) Effective January 1, 2000, employees on Seniority List No. 1 shall be entitled to two (2) days for each full month (pro-rated for less than full-time), 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) No sick leave will be credited for any month that the employee is not paid for a period of five (5) days or more, unless otherwise provided for in (a) above.
- 21.05 The unused portion of sick leave in a year shall be accumulated at January 1st of each year to a maximum of 390 days.
- 21.06 Employees having sick leave accumulations in excess of the provisions of Article 21.05 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 21.05.
- 21.07 An employee shall, on the first day of illness, report his/her absence to his/her Principal or Supervisor as early as possible but at least one hour prior to their normal starting time.

ARTICLE 22 **BENEFITS UPON TERMINATION**

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

22.01 Employees continuously employed under the Collective Agreement between OPSEU 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 23 **COURSES OF STUDY**

23.01 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 Human Resources Administrator. 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 23.02.

23.02 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 24 SAFETY AND HEALTH

24.01 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 25 NOTICES

25.01 Each employee shall keep the Human Resource Department informed, in writing, of his/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.

25.02 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.

25.03 The Employer will provide bulletin boards for the posting of notices pertaining to Union matters in all facilities of the Employer where bargaining unit members are employed.

ARTICLE 26 PAY DAYS

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

ARTICLE 27 **CONTRACTING OUT**

27.01 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 other 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.

27.02 Persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the regular employment of a member of the Union.

ARTICLE 28 **SHIFT PREMIUM**

28.01 (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.

28.02 (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.

28.03 (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.
- 28.04 (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.
- 28.05 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 29 GENERAL

- 29.01 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.
- 29.02 The Employer agrees that no employee in the Bargaining Unit is required to provide an automobile/vehicle to transport students as a condition of employment.
- 29.03 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.
- 29.04 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.

29.05 As per Board procedures, the Board shall continue to maintain sufficient liability insurance for members working under the direction of the Board within the scope of the member's assigned duties.

ARTICLE 30 OFFENSE DECLARATIONS

30.01 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.

30.02 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.

30.03 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 31 COPIES OF COLLECTIVE AGREEMENT

31.01 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 32 DURATION OF AGREEMENT

32.01 This Agreement shall become effective upon ratification and shall remain in full force and effect until August 31, 2012.

32.02 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.

32.03 In the event of notice being given negotiations shall begin within fifteen (15) days following receipt of notification or unless mutually agreed otherwise.

32.04

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.

CUPE, Local 4156

SCHEDULE "A"

(AFTER COMPLETION OF PAY EQUITY REVIEW PROCESS - May 16, 2008)

Hourly Salary Rates - Effective January 1, 2009

<u>Wage Level</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Job Rate</u>
01	Mail Clerk Percussionist	\$16.33	\$17.17	\$18.10		\$18.10
02	Secretary III (DRRC) Receptionist (DRRC) Secretary (Plant Services Centre)	\$17.24	\$18.15	\$19.01		\$19.01
03	Absence Records Clerk (Payroll) General Business Clerk (Plant) General Business Clerk (Financial Services) General Business Clerk (Purchasing) Secondary School Secretary Secretary (Community Education) Booking Clerk (Media Services) Stores Inventory Clerk Receptionist (Education Centre)	\$17.31	\$18.38	\$19.44		\$19.44
04	Lifeguard Food Services Technician Secretary (Technical Services) Secretary (Section 19) Secretary (Outdoors Studies Centres) Secretary (DRRC - Desktop Publishing)	\$18.74	\$19.64	\$20.49		\$20.49
05	Elementary School Sec. Educational Assistant Educational Assistant (Brailist) Printing Technician Library Technician Administrative Secretary (Planning & Transportation) General Business Clerk (Payroll) Finance Clerk Student Administration Support (Trillium)	\$19.01	\$20.18	\$20.77	\$21.30	\$21.30

06	Senior Secretary (Lifetime Learning) Senior Payroll Clerk Computer Tech. II Field Technician Child Care Worker (Behaviour Adjustment) Graphics/Prepress Technician Senior Business Clerk (Rentals) Senior Business Clerk (Financial Services) Trillium Client Support Secretary (Special Education)	\$19.50	\$20.35	\$20.84	\$21.70	\$22.62
07	Senior Technician (Pl. & Transp.) Media Services Technician Buyer Administrative Secretary (Secondary School) Educational Assistant (Central) Administrative Secretary (Curriculum) Administrative Secretary (Special Services) Administrative Secretary (Community Education)	\$19.59	\$20.66	\$21.65	\$22.67	\$23.70
08	Senior Systems Tech. (Pl. & Transp.) Chief Stores Clerk Computer Applications Specialist	\$21.23	\$22.11	\$23.03	\$23.98	\$24.98
09	Computer Tech. I Electronics Technician Network Programmer/ Analyst First Class Administrator Accountant	\$22.42	\$23.48	\$24.43	\$25.64	\$25.64
10	Chief Technician Senior Technician	\$25.45	\$26.39	\$27.75	\$29.42	\$30.77

SCHEDULE "B"

Hourly Salary Rates - Effective January 1, 2009

Lunch Room Supervisor	\$14.77 per hour
Dispatcher	\$14.77 per hour
Feeder	\$14.77 per hour

Notes to Schedule "B"

Employees listed on Seniority List No. 2 shall not be entitled to compassionate leave, shift premium, general welfare program or sick leave allowance, as provided for under this Agreement.

Rates set out in Schedule "B" are deemed to include vacation pay and Paid Holidays in accordance with the Employment Standards Act.

Note : Classifications as set out in Schedules "A" and "B" are subject to change by mutual agreement in accordance with the procedures set out in accordance with the Pay Equity Maintenance Manual between the District School Board of Niagara and the Canadian Union of Public Employees, Local 4156 (Office/Clerical and Instructional Support Staff Unit) dated February 12, 2002.

Casual Rate of Pay

For casual staff, the rate of pay will be calculated using the Step 1 rate pay for the respective regular job classification, less 4% (representing statutory holiday pay). Casual staff will be paid 4% on each hour worked as statutory holiday pay entitlement and 4% on the resulting wage rate as statutory vacation pay. There are no further statutory holiday or vacation pay entitlements.

2009 Example (Educational Assistant):

	regular rate at Step 1	\$19.01
	less 4%	0.73
=	base casual rate	\$18.28
+	4% statutory holiday pay	0.73
+	4% vacation pay	0.76
=	Total hourly compensation for casual Educational Assistant =	\$19.77

CUPE, Local 4156**SCHEDULE "A"****(AFTER COMPLETION OF PAY EQUITY REVIEW PROCESS - May 16, 2008)****Hourly Salary Rates - Effective January 1, 2010**

<u>Wage Level</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Job Rate</u>
01	Mail Clerk Percussionist	\$16.82	\$17.69	\$18.64		\$18.64
02	Secretary III (DRRC) Receptionist (DRRC) Secretary (Plant Services Centre)	\$17.76	\$18.70	\$19.58		\$19.58
03	Absence Records Clerk (Payroll) General Business Clerk (Plant) General Business Clerk (Financial Services) General Business Clerk (Purchasing) Secondary School Secretary Secretary (Community Education) Booking Clerk (Media Services) Stores Inventory Clerk Receptionist (Education Centre)	\$17.83	\$18.93	\$20.02		\$20.02
04	Lifeguard Food Services Technician Secretary (Technical Services) Secretary (Section 19) Secretary (Outdoors Studies Centres) Secretary (DRRC - Desktop Publishing)	\$19.30	\$20.23	\$21.11		\$21.11
05	Elementary School Sec. Educational Assistant Educational Assistant (Brailist) Printing Technician Library Technician Administrative Secretary (Planning & Transportation) General Business Clerk (Payroll) Finance Clerk Student Administration Support (Trillium)	\$19.58	\$20.79	\$21.39	\$21.94	\$21.94

06	Senior Secretary (Lifetime Learning) Senior Payroll Clerk Computer Tech. II Field Technician Child Care Worker (Behaviour Adjustment) Graphics/Prepress Technician Senior Business Clerk (Rentals) Senior Business Clerk (Financial Services) Trillium Client Support Secretary (Special Education)	\$20.09	\$20.96	\$21.47	\$22.35	\$23.30
07	Senior Technician (Pl. & Transp.) Media Services Technician Buyer Administrative Secretary (Secondary School) Educational Assistant (Central) Administrative Secretary (Curriculum) Administrative Secretary (Special Services) Administrative Secretary (Community Education)	\$20.18	\$21.28	\$22.30	\$23.35	\$24.41
08	Senior Systems Tech. (Pl. & Transp.) Chief Stores Clerk Computer Applications Specialist	\$21.87	\$22.77	\$23.72	\$24.70	\$25.73
09	Computer Tech. I Electronics Technician Network Programmer/ Analyst First Class Administrator Accountant	\$23.09	\$24.18	\$25.16	\$26.41	\$26.41
10	Chief Technician Senior Technician	\$26.21	\$27.18	\$28.58	\$30.30	\$31.69

SCHEDULE "B"

Hourly Salary Rates - Effective January 1, 2010

Lunch Room Supervisor	\$15.21 per hour
Dispatcher	\$15.21 per hour
Feeder	\$15.21 per hour

Notes to Schedule "B"

Employees listed on Seniority List No. 2 shall not be entitled to compassionate leave, shift premium, general welfare program or sick leave allowance, as provided for under this Agreement.

Rates set out in Schedule "B" are deemed to include vacation pay and Paid Holidays in accordance with the Employment Standards Act.

Note : Classifications as set out in Schedules "A" and "B" are subject to change by mutual agreement in accordance with the procedures set out in accordance with the Pay Equity Maintenance Manual between the District School Board of Niagara and the Canadian Union of Public Employees, Local 4156 (Office/Clerical and Instructional Support Staff Unit) dated February 12, 2002.

Casual Rate of Pay

For casual staff, the rate of pay will be calculated using the Step 1 rate pay for the respective regular job classification, less 4% (representing statutory holiday pay). Casual staff will be paid 4% on each hour worked as statutory holiday pay entitlement and 4% on the resulting wage rate as statutory vacation pay. There are no further statutory holiday or vacation pay entitlements.

CUPE, Local 4156

SCHEDULE "A"

(AFTER COMPLETION OF PAY EQUITY REVIEW PROCESS - May 16, 2008)

Hourly Salary Rates - Effective January 1, 2011

<u>Wage Level</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Job Rate</u>
01	Mail Clerk Percussionist	\$17.33	\$18.22	\$19.20		\$19.20
02	Secretary III (DRRC) Receptionist (DRRC) Secretary (Plant Services Centre)	\$18.29	\$19.26	\$20.17		\$20.17
03	Absence Records Clerk (Payroll) General Business Clerk (Plant) General Business Clerk (Financial Services) General Business Clerk (Purchasing) Secondary School Secretary Secretary (Community Education) Booking Clerk (Media Services) Stores Inventory Clerk Receptionist (Education Centre)	\$18.37	\$19.50	\$20.62		\$20.62
04	Lifeguard Food Services Technician Secretary (Technical Services) Secretary (Section 19) Secretary (Outdoors Studies Centres) Secretary (DRRC - Desktop Publishing)	\$19.88	\$20.84	\$21.74		\$21.74
05	Elementary School Sec. Educational Assistant Educational Assistant (Brailist) Printing Technician Library Technician Administrative Secretary (Planning & Transportation) General Business Clerk (Payroll) Finance Clerk Student Administration Support (Trillium)	\$20.17	\$21.41	\$22.03	\$22.60	\$22.60

06	Senior Secretary (Lifetime Learning) Senior Payroll Clerk Computer Tech. II Field Technician Child Care Worker (Behaviour Adjustment) Graphics/Prepress Technician Senior Business Clerk (Rentals) Senior Business Clerk (Financial Services) Trillium Client Support Secretary (Special Education)	\$20.69	\$21.59	\$22.11	\$23.02	\$24.00
07	Senior Technician (Pl. & Transp.) Media Services Technician Buyer Administrative Secretary (Secondary School) Educational Assistant (Central) Administrative Secretary (Curriculum) Administrative Secretary (Special Services) Administrative Secretary (Community Education)	\$20.79	\$21.92	\$22.97	\$24.05	\$25.14
08	Senior Systems Tech. (Pl. & Transp.) Chief Stores Clerk Computer Applications Specialist	\$22.53	\$23.45	\$24.43	\$25.44	\$26.50
09	Computer Tech. I Electronics Technician Network Programmer/ Analyst First Class Administrator Accountant	\$23.78	\$24.91	\$25.91	\$27.20	\$27.20
10	Chief Technician Senior Technician	\$27.00	\$28.00	\$29.44	\$31.21	\$32.64

SCHEDULE "B"

Hourly Salary Rates - Effective January 1, 2011

Lunch Room Supervisor	\$15.67 per hour
Dispatcher	\$15.67 per hour
Feeder	\$15.67 per hour

Notes to Schedule "B"

Employees listed on Seniority List No. 2 shall not be entitled to compassionate leave, shift premium, general welfare program or sick leave allowance, as provided for under this Agreement.

Rates set out in Schedule "B" are deemed to include vacation pay and Paid Holidays in accordance with the Employment Standards Act.

Note : Classifications as set out in Schedules "A" and "B" are subject to change by mutual agreement in accordance with the procedures set out in accordance with the Pay Equity Maintenance Manual between the District School Board of Niagara and the Canadian Union of Public Employees, Local 4156 (Office/Clerical and Instructional Support Staff Unit) dated February 12, 2002.

Casual Rate of Pay

For casual staff, the rate of pay will be calculated using the Step 1 rate pay for the respective regular job classification, less 4% (representing statutory holiday pay). Casual staff will be paid 4% on each hour worked as statutory holiday pay entitlement and 4% on the resulting wage rate as statutory vacation pay. There are no further statutory holiday or vacation pay entitlements.

CUPE, Local 4156

SCHEDULE "A"

(AFTER COMPLETION OF PAY EQUITY REVIEW PROCESS - May 16, 2008)

Hourly Salary Rates - Effective January 1, 2012

<u>Wage Level</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Job Rate</u>
01	Mail Clerk Percussionist	\$17.85	\$18.77	\$19.78		\$19.78
02	Secretary III (DRRC) Receptionist (DRRC) Secretary (Plant Services Centre)	\$18.84	\$19.84	\$20.78		\$20.78
03	Absence Records Clerk (Payroll) General Business Clerk (Plant) General Business Clerk (Financial Services) General Business Clerk (Purchasing) Secondary School Secretary Secretary (Community Education) Booking Clerk (Media Services) Stores Inventory Clerk Receptionist (Education Centre)	\$18.92	\$20.09	\$21.24		\$21.24
04	Lifeguard Food Services Technician Secretary (Technical Services) Secretary (Section 19) Secretary (Outdoors Studies Centres) Secretary (DRRC - Desktop Publishing)	\$20.48	\$21.47	\$22.39		\$22.39
05	Elementary School Sec. Educational Assistant Educational Assistant (Brailist) Printing Technician Library Technician Administrative Secretary (Planning & Transportation) General Business Clerk (Payroll) Finance Clerk Student Administration Support (Trillium)	\$20.78	\$22.05	\$22.69	\$23.28	\$23.28

06	Senior Secretary (Lifetime Learning) Senior Payroll Clerk Computer Tech. II Field Technician Child Care Worker (Behaviour Adjustment) Graphics/Prepress Technician Senior Business Clerk (Rentals) Senior Business Clerk (Financial Services) Trillium Client Support Secretary (Special Education)	\$21.31	\$22.24	\$22.77	\$23.71	\$24.72
07	Senior Technician (Pl. & Transp.) Media Services Technician Buyer Administrative Secretary (Secondary School) Educational Assistant (Central) Administrative Secretary (Curriculum) Administrative Secretary (Special Services) Administrative Secretary (Community Education)	\$21.41	\$22.58	\$23.66	\$24.77	\$25.89
08	Senior Systems Tech. (Pl. & Transp.) Chief Stores Clerk Computer Applications Specialist	\$23.21	\$24.15	\$25.16	\$26.20	\$27.30
09	Computer Tech. I Electronics Technician Network Programmer/ Analyst First Class Administrator Accountant	\$24.49	\$25.66	\$26.69	\$28.02	\$28.02
10	Chief Technician Senior Technician	\$27.81	\$28.84	\$30.32	\$32.15	\$33.62

SCHEDULE "B"

Hourly Salary Rates - Effective January 1, 2012

Lunch Room Supervisor	\$16.14 per hour
Dispatcher	\$16.14 per hour
Feeder	\$16.14 per hour

Notes to Schedule "B"

Employees listed on Seniority List No. 2 shall not be entitled to compassionate leave, shift premium, general welfare program or sick leave allowance, as provided for under this Agreement.

Rates set out in Schedule "B" are deemed to include vacation pay and Paid Holidays in accordance with the Employment Standards Act.

Note : Classifications as set out in Schedules "A" and "B" are subject to change by mutual agreement in accordance with the procedures set out in accordance with the Pay Equity Maintenance Manual between the District School Board of Niagara and the Canadian Union of Public Employees, Local 4156 (Office/Clerical and Instructional Support Staff Unit) dated February 12, 2002.

Casual Rate of Pay

For casual staff, the rate of pay will be calculated using the Step 1 rate pay for the respective regular job classification, less 4% (representing statutory holiday pay). Casual staff will be paid 4% on each hour worked as statutory holiday pay entitlement and 4% on the resulting wage rate as statutory vacation pay. There are no further statutory holiday or vacation pay entitlements.

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 (Office Clerical/Technical Unit).

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

Signed on behalf of C.U.P.E., Local 4156 (Office, Clerical/Technical and Instructional Support Unit) :

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

re : Paid Leave of Absence for Union President

1. The District School Board of Niagara agrees to grant a leave of absence with pay, benefits and accumulation of seniority to the President of Local 4156 for the period January 1, 2009 until August 31, 2012.
2. It is understood that the President shall continue to be covered under this Collective Agreement during the period of leave and that the granting of such leave shall be conditional upon the elected Union President being an employee of the District School Board of Niagara.
3. The Employer agrees that the President's salary shall be maintained at the level of base pay for classification in which the President is receiving at the commencement of the leave of absence and shall be entitled to any wage or benefit adjustments pursuant to the terms and conditions set out in the Collective Agreement during the term of the leave.
4. The President, during the period of this leave, shall not be entitled to draw on his or her accumulated sick leave credits.
5. It is understood that the President shall be deemed a member of all committees referenced to in the Collective Agreement. The President, in his or her absence, may designate a replacement if necessary. Notwithstanding, it is expected that the President will attend any and all Committee meetings as a matter of priority except for those occasions where a direct scheduling conflict cannot be reasonably avoided.
6. The Union agrees to provide the District School Board of Niagara with thirty (30) calendar days notice of the President's return to his or her former position, if it exists, or a comparable position should it not. Upon his or her return, the employee will be entitled to all provisions as set out in the Collective Agreement. During the period of this leave, the Employer shall fill the vacant position on a temporary or acting basis which, in the immediate situation, would mean the deployment and assignment of a member of the relief staff.

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

LETTER OF AGREEMENT
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Office, Clerical/Technical and Instructional Support Unit)

re : Article 17

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

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

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

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

1. For the period **January 1, 2009 through to August 31, 2012 inclusive**, the Parties agree that the provisions of Article 2.06 (a) and (b) shall not apply to Casual Educational Assistants or Casual Child Care Workers whom may be hired in special circumstances and/or replacement of employees for a term which may exceed one hundred and twenty (120) days.
2. It is further understood that the hiring of such Casual Educational Assistants/Child Care Workers shall not adversely affect the regular terms and conditions of employment of another bargaining unit member.
3. It is further understood that when a vacancy (as defined in Article 10.05 (a)) for an Educational Assistant or Child Care Worker becomes available, the Employer will post the vacancy in accordance with Article 10.05 (a) so that all Casual Educational Assistants or Child Care Workers have the opportunity of applying for said vacant position.
4. It is agreed that for the duration of this Agreement, no staff hired after December 31, 2006 will be appointed to regular Educational Assistant/Child Care Worker positions until Casual Employees who have achieved the one hundred and twenty (120) days under Article 2.06 (a) and (b) have been first given consideration for an interview.

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

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

re : 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

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
(Office, Clerical/Technical and Instructional Support Unit)
(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

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

LETTER OF INTENT
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Office, Clerical/Technical and Instructional Support Unit)

The Employer and the Union shall establish, by June 30, 2009, an ad hoc committee to review the procedures and identify gaps, if any, related to medication administration and medical and health related procedures for students. Any recommendations arising from this committee relating to procedures will be referred to the Superintendent responsible for policy and procedure development.

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

LETTER OF INTENT
between the
DISTRICT SCHOOL BOARD OF NIAGARA
and the
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4156
(Office, Clerical/Technical and Instructional Support Unit)

re : Vacation Pay for 10 Month Employees

1. After considering various options, the parties have agreed to the pay out of vacation pay for 10 month employees covered by this Agreement in accordance with the procedure set out in attached excel spreadsheet (Appendix A). Under this arrangement :
 - (a) The employer will allocate three (3) days vacation during the Christmas break;
 - (b) allocate five (5) days vacation during the March Break; and
 - (c) pay out all remaining vacation day entitlements earned by the employee up to March 31st each year in May.
 - (d) The vacation entitlement days earned for the months of April, May and June will be paid out in September of each year, along with any necessary adjustments.

Note : Attached Appendix A sets out the process which will be followed for the pay out of vacation pay to 10 month employees with 10, 15, 20, 25 and 30 days annual vacation entitlement. Employees with ten (10) days vacation entitlement will not have a negative amount deducted from their pay for the amount accrued to March 31st and any necessary adjustment will be deferred to the September pay out.

2. The employer agrees that if the government makes any changes in Employment Insurance that would affect the above vacation payout, the parties will meet to readdress this issue.
3. The parties further agree that the above arrangement will commence in the 2006 year and will continue until such time that the parties can negotiate mutually acceptable language for inclusion in a new collective agreement.

On behalf of the :
Canadian Union of Public Employees
Local 4156

On behalf of the :
District School Board of
Niagara

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

Appendix A

District School Board of Niagara

Vacation Payments for CUPE Office 10 Month & APSSP Employees

Examples :

Employees----	A	B	C	D	E
Vacation Days owing July 01, 2005 to June 30, 2006	10	15	20	25	30
Vacation Days owing up-to March 31, 2006 (@.70)	7	10.5	14	17.5	21
Less: days used up-to March 31, 2006					
3 days at Winter Break and 5 days at March Break	-8	-8	-8	-8	-8
Vacation Days owing at March 31, 2006	-1	2.5	6	9.5	13
	*no adjust.				
				*will not deduct negative amounts - net against Sept.	
Vacation Days owing April/May/June (@30%)	3	4.5	6	7.5	9
Vacation Days owing in September	3	4.5	6	7.5	9
Vacation Days Paid					
Winter Break	3	3	3	3	3
March Break	5	5	5	5	5
May Pay-out (up to March 31, 2006)	0	2.5	6	9.5	13
September Pay-out	2	4.5	6	7.5	9
Total Vacation Days Paid	10	15	20	25	30

Note : negative amounts due to March 31 accrual will not be adjusted until the September pay-out

LETTER OF UNDERSTANDING
between
DISTRICT SCHOOL BOARD OF NIAGARA
and
CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Office, Clerical/Technical and Instructional Support Unit)

re : Article 20.03

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

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

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

Staffing Funding Enhancements for Educational Assistants

All Collective Agreements shall provide a minimum of working days per school year for Education Assistants as follows :

- 190 days in 2010-11
- 194 days in 2011-12

Boards shall absorb the incremental cost of this enhancement in the 2010-11 school year.

As part of the Boards' commitment under Section 3 of the PDT Agreement to provide Bargaining Units with opportunities to provide input on professional development and training, Parties shall explore locally the feasibility of planning one Professional Activity Day starting in 2011-12 for Education Assistants to meet with peers as part of a Professional Learning Community.

Any current entitlement or practice regarding the minimum number of paid working days for Education Assistants shall not be reduced.

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% in 2011-12.

In addition, the Special Education Per Pupil Amount (SEPPA) in the GSN will be increased as follows in 2011-12 :

- JK to Grade 3 benchmark: \$86.55;
- Grade 4 to Grade 8 benchmark: \$66.62;
- Secondary benchmark: \$41.09

The Appendix, "Education Assistants," provides the Board-by Board projections of additional funding for Education Assistants. The projected amount for the District School Board of Niagara is \$2,212,674 for 2011-12 and \$2,184,166 for 2012-13.

The Parties note the Government's requirement that this funding enhancement in 2011-12 be applied as follows :

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Education Assistants from 188 to 194 as described above;
- Increase the number of hours worked by Education Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.
 - The use of incremental hours for Education Assistants funded above, must include scheduled supervision of students and/or after-school homework support. Nothing in this provision shall prevent School Boards from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this Collective Agreement.
 - Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

Each School Board shall share the financial analysis and calculations of this analysis with the local Bargaining Unit.

Once the Board's obligations as set out above have been met, twenty-five (25%) percent of the remaining value of the Board's share will be allocated, on a one-time basis, towards conversion of existing long-term casual Educational Assistant positions to regular employment status. The Board and Union will meet to review how the above one-time allocation will be applied prior to implementation on 1 September 2011.

Any remaining funds in this allocation shall be allocated by the Board, as per the Ministry of Education's Educational Funding Technical Paper, relating to Special Education funding.

The Parties will meet to discuss the application of remaining funds with the Superintendent of School Support Services prior to the commencement of Educational Assistant and Child Care Worker staffing allocations in the spring of 2011.

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

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

Staffing Funding Enhancements for 2009-2010
Office Support Staff (Elementary School Secretaries)

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase funding in the GSN for Office Support Staff in elementary schools (approximately 200 FTEs starting in 2009-10) through the elementary component of the School Foundation Grant as follows :

- All elementary schools with 250 or more students would benefit from the enhancement;
- Elementary schools with 1,000 or more students would receive funding for an additional 0.25 FTE secretary (based on the benchmark salary and benefits);
- The incremental funding for the schools with 250 to 1,000 students would be based on school size. For example, a school with 500 students would generate 0.15 more FTE; a school with 300 students would generate 0.03 more FTE.

The Appendix, "School Foundation - Elementary Office Support Workers," provides the Board-by-Board projections of additional funding per school year under this enhancement.

Boards 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 School Office and Board Administration Support Staff that may otherwise have occurred between 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to :
 - Ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or

- Hire additional unionized Board-employed Elementary School Office Support Staff in 2009-10.

Each Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

The Parties agree to meet within sixty (60) days of the Minister of Education's confirmation that the CUPE Local 4156 Collective Agreements are in compliance with the CUPE PDT, to discuss the allocation of the Enhancement for Office Support Staff monies.

The item will be dealt with through the Office, Clerical/Technical and Instructional Support Unit Liaison Committee.

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

LETTER OF UNDERSTANDING
between
DISTRICT SCHOOL BOARD OF NIAGARA
(THE BOARD)
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4156
(Office, Clerical/Technical and Instructional Support Unit)
(THE BARGAINING UNIT)

OMERS Contributory Earnings

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

Contributory earnings must include all regular recurring earnings as follows :

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service.
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some type of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchasable service.
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;

- Living accommodation premiums provided (if pay as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance, that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

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

re : Professional Development Allocation

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

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

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

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

re : Enhancements Arising From
Other Education Support Workers PDT Agreements

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

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

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

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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

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

re : Enhancement for Student Supervision

The Parties acknowledge the government's intention, conditional upon the approval of the Lieutenant-Governor-in-Council, to introduce a new allocation to the GSN Pupil Foundation Grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows :

- \$22.23 per elementary pupil in 2008-09;
- \$26.61 per elementary pupil in 2009-10;
- \$26.88 per elementary pupil in 2010-11;
- \$20.06 per elementary pupil in 2011-12.

The Appendix "Elementary Supervision" provides the Board-by-Board projection.

The Parties acknowledge the government's commitment that if a School Board and a local teacher federation representing regular elementary teachers are not successful in ratifying a local collective agreement in full compliance with a PDT Agreement by November 30, 2008, the School Board shall receive the above-mentioned funding enhancement effective December 1, 2008 provided that CUPE's local Bargaining Unit representing Education Assistants and the School Board fully comply locally with the conditions associated with this PDT Agreement.

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

The Parties agree to meet within 30 days of the Minister of Education's confirmation that the CUPE, Local 4156 Collective Agreements are in compliance with the CUPE PDT, to discuss the allocation of the Enhancement for Student Supervision monies.

This item will be dealt with through the Office, Clerical/Technical and Instructional Support Staff Liaison Committee.

On behalf of :
CUPE, Local 4156

On behalf of the :
District School Board of Niagara

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