

Labour Management Meeting Agenda		CUPE 4635
Date:	February 19, 2026	
Time:	2:00 PM	
Location:	Administrative Offices	
Chair:	Management	

Union: Joshua Oguntuase, Douglas Dyck, Thomas Rispler

Management: Corinne Pierce, Denise Langendorfer, Al Klohn

1. Welcome

2. Review Previous Minutes and Agenda – First Meeting – no prior minutes

3. Uncertified Tradesman Vacancy and Carpenter Posting

The Union’s assertion that the Division is in breach of Article 10 – Promotions and Staff Changes.

“The Union understands that an Uncertified Tradesman position became vacant due to retirement. Rather than reposting that vacancy, the Division proceeded to post a Red Seal Carpenter position in its place. The Uncertified Tradesman classification remains in the Collective Agreement, and the vacancy arose through retirement. The Union has concerns that this approach bypasses the posting obligations under Article 10 and engages the consultation requirements under Article 19, as it effectively eliminates or replaces an existing classification without prior discussion”

The Union has referenced Article 10.01, which states:

“Where vacancies are created through promotions, resignations, transfers, retirements or dismissals, and when new positions are created, notice thereof will be posted on the Division’s website.”

The Union’s position appears to be that the role should have remained unchanged and posted as originally classified, on the basis that the former incumbent held the position of Uncertified Tradesperson. The Union asserts that the retirement

created a vacancy in that same classification and that the Employer was therefore required to maintain and post the position as an Uncertified Tradesperson rather than reclassify or restructure it.

Division's Response

Pursuant to Article 4 – Management Rights, the Employer retains the exclusive right to determine the necessary services to be provided and to manage and direct the affairs of the Division. This includes decisions regarding organizational structure, staffing levels, operational requirements, and whether a vacancy will be filled.

The Employer's position is that the Union is misinterpreting this clause. Article 10.01 addresses the process for posting vacancies that are to be filled. It does not state that every retirement, resignation, transfer, or dismissal automatically creates a vacancy that must be posted as the original position, nor does it restrict the Employer from determining, based on operational requirements, that the vacancy be filled with a different classification or position. In this case, Divisional Management determined that operational needs required a Carpenter rather than an uncertified tradesperson.

The Division remains committed to complying with the Collective Agreement. However, the decision to determine whether a position continues to exist or whether services are restructured falls squarely within management rights under Article 4.

The Division respectfully disagrees with the Union's assertion that Article 19 – Reclassification / New Positions has been violated.

Article 19 is engaged where an existing position is reclassified or where a new position is created that falls within the bargaining unit and requires evaluation of duties and/or wage rates. That is not what occurred in this instance.

The Uncertified Tradesman position became vacant due to retirement. Upon review of operational requirements, the Division determined that the work required a Red Seal Carpenter. The Employer therefore posted a Carpenter position.

This does not constitute a reclassification. The Carpenter classification already exists within the bargaining unit and within the Collective Agreement. The role and core duties remain aligned with the established classification, and the applicable wage rate is already set out in the Agreement. There was no alteration to an existing position's duties, no evaluation of a new role, and no change in wage rate requiring review under Article 19.

Further, the Uncertified Tradesman classification continues to exist within the Collective Agreement. The Division has not eliminated the classification from the Agreement; it simply determined that, based on operational needs, this particular vacancy would be filled as a Carpenter.

Accordingly, Article 19 has not been triggered, and the Division maintains that it has acted in accordance with the Collective Agreement.

The Division has also explained that there appears to be a misunderstanding regarding the distinction between a job description and a job posting.

A job posting is a recruitment tool. It provides a general summary of the role, qualifications, and key responsibilities to inform potential applicants. It is not intended to contain an exhaustive list of all duties, responsibilities, competencies, or job demands associated with the position.

A job description, by contrast, is a more comprehensive internal document. It outlines the full scope of duties, roles, competencies, expectations, and physical or operational demands of a position. The Division is currently undertaking work to formalize and standardize complete job descriptions for all positions. This initiative is intended to ensure clarity in performance expectations, goal setting, and evaluation processes.

This work does not represent the creation of new positions, nor does it constitute a reclassification. It is an administrative effort to ensure that duties and responsibilities are clearly documented and consistently applied.

The Employer would not post the full and detailed job description as part of a public job posting, as postings are designed to provide a summary sufficient for recruitment purposes rather than a comprehensive breakdown of every duty performed.

The parties agreed that, where new qualifications are added to a job posting, the Division will provide the Union President with an email notification so that clarification can be provided in the event members raise questions. This communication will come from either the Director of Maintenance or the Assistant Director.

The Division has been clear that this notification is not consultation, as consultation is not required where an added qualification does not impact wages or result in a material change to the position (for example, a change exceeding 30% of

the job duties). Adding reasonable qualifications that do not alter compensation or substantially change the role does not trigger reclassification or consultation requirements under the Collective Agreement.

With respect to the recently added qualification requiring basic computer proficiency for the Truck Driver position, the Division explained that workforce requirements evolve over time. Operational needs today differ significantly from those of the past. For example, 25 years ago positions commonly required typing speed and accuracy tests due to reliance on typewriters or extensive manual typing. Those requirements are no longer necessary because technology has advanced.

Similarly, while Truck Drivers may previously have relied primarily on paper documentation, current operations require the use of tablets, digital documentation, electronic personnel files, and online leave requests. Employees are expected to navigate these systems as part of normal workplace operations. Basic computer proficiency is therefore a reasonable and necessary qualification that reflects modern workplace realities.

The Division's position is that the addition of this qualification is an operational update aligned with current technology and service delivery requirements, not a reclassification or fundamental alteration of the position.

4. Custodial Restructuring at Murdoch McKay and Student Services Kildare

The raised concerns that custodial positions at these sites were restructured and posted with revised hours without prior consultation with the Union. Changes to hours of work and schedules engage Article 11 of the Collective Agreement; however, where such changes are implemented as part of a broader restructuring and reposting of positions, they also engage the consultation and posting obligations under Articles 10 and 19. Posting restructured positions first and discussing later is problematic from the Union's perspective.

The Division does not agree that the Collective Agreement has been breached.

With respect to hours of work, Article 11.01 states:

“The working hours for various classes of full-time employees on staff shall be eight (8) hours a day, five (5) consecutive days, Monday to Friday. Shifts will normally fall within the following shift parameters...”

The revised custodial schedules continue to meet the requirements of Article 11.01. The positions remain eight (8) hours per day, five (5) consecutive days, Monday to Friday, and fall within the established shift parameters for day and evening shifts. They do not fall outside the permissible ranges outlined in the Collective Agreement, there is no violation of Article 11.

With respect to Articles 10 and 19, the Division’s position is that these provisions have not been triggered. The custodial positions were not new positions, nor were they reclassified. The classification remains unchanged, the core duties remain the same, and the wage rate remains the same. The only adjustment was to the shift schedule.

A change in shift assignment, where it remains within the parameters contemplated by Article 11, does not constitute the creation of a new position or a reclassification under Article 19. Nor does it represent a failure to post a vacancy under Article 10, as the postings reflected the operationally required schedules attached to the existing classification.

The Division maintains that determining operational scheduling needs, provided they fall within the framework of the Collective Agreement, is a management right. As the positions remain within the agreed-upon hours of work language and no classification or wage changes occurred, the Division asserts there has been no breach of Articles 10, 11, or 19.

5. Ongoing Posting and Implementation Without Consultation

The union asserts that across these issues, the Union’s broader concern is the pattern of implementing staffing, classification, and scheduling changes before engaging the Union in meaningful consultation, despite clear Collective Agreement provisions requiring such discussion.

The Division acknowledges the Union’s broader concern regarding consultation and communication.

Where the Agreement requires consultation, the Division is committed to fulfilling those obligations.

To ensure concerns and operational changes are addressed in a transparent and structured manner, the Division has established regular Labour Management meetings. These meetings provide a formal and productive forum for the Union and the Employer to raise issues, discuss upcoming initiatives, review operational changes, and ensure both parties are aware of matters impacting bargaining unit members. Agendas are set in advance, and discussions are documented through meeting minutes to promote clarity and shared understanding.

Further, where restructuring occurs and consultation is required under the Collective Agreement, the Division will engage the Union accordingly. Those discussions will be documented to ensure there is a clear record of what was reviewed and agreed upon, thereby reducing the risk of misunderstanding.

The Division will continue to exercise its management rights in determining when positions are posted and filled. Under Article 4 – Management Rights, the Employer retains the authority to organize work, determine operational requirements, and make hiring decisions necessary to manage the affairs of the Division.

The Union is entitled to raise concerns when matters come to light, and the Division remains open to discussing those concerns through the appropriate forums, including Labour Management. However, the raising of concerns does not provide the Union with the authority to delay or prevent postings or hiring decisions unless mutually agreed to by Management.

6. Next Meeting: March 16, 2026