

# A G R E E M E N T

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EFF.	93	01	01
TERM.	95	12	31
No. OF EMPLOYEES	230		
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B E T W E E N

**THE LAKEHEAD BOARD OF EDUCATION**

*and*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2486**

1993 - 1995

MAY 30 1994

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**A G R E E M E N T**

*B E T W E E N*

**THE LAKEHEAD BOARD OF EDUCATION**

*and*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2486**

**1993 - 1995**

## COLLECTIVE AGREEMENT

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# THE LAKEHEAD BOARD OF EDUCATION

THIS AGREEMENT ENTERED INTO AND TO  
BE IN EFFECT UNTIL DECEMBER 31ST,  
1995

BETWEEN:

THE LAKEHEAD BOARD OF EDUCATION  
Hereinafter called the "Board"

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its local 2486  
Hereinafter called the "Union"

## ARTICLE 1

### GENERAL PURPOSE

The purpose of the Agreement is to establish an orderly collective bargaining relationship between the Board and the certain classifications of employees represented by the Union.

## ARTICLE 2

### BARGAINING UNIT OR SCOPE OF AGREEMENT

The employer recognizes the Canadian Union of Public Employees and its Local 2486 as the sole and exclusive bargaining agent for all Warehouse, Cafeteria, Maintenance and Custodial employees and other related job functions of The Lakehead Board of Education, which shall include but not be limited to those set out in Schedule "A", save and except foremen, persons above the rank of foreman, students employed from May 1 to September 15 and persons covered by subsisting collective agreements.

The number of students performing work of the bargaining unit in the employ of the Board at any one time shall not exceed 20.

Available work will be offered to temporary supply staff who are not working, Prior to being offered to students.

## 2.1 Permanent Family of Schools Supply Positions

- 2.1.1 Permanent Family Supply positions shall have a designated base school.
- 2.1.2 Permanent Family Supply positions shall have designated base hours of work. When replacing other positions within the family, the hours of work shall be no less than the Base hours, and shall be within the hours of work of the position being replaced. Additional hours of work within each family shall be offered to the permanent family supply before being offered to the temporary supply persons.
- 2.1.3 Additional work hours through assignment within the family (up to 40 hours total per week) shall be offered to permanent family employees according to seniority and qualifications.
- 2.1.4 Mileage will be paid:
  - in accordance with Article 29.3 when the employee reports to the designated base school and is reassigned; otherwise,
  - for assignments which entail an increase in excess of 20 km round trip as compared to the normal round trip (home to designated base school), in accordance with Board policy for each additional kilometre in excess of former round trip plus 20 km.

2.2 Temporary supply staff are defined as staff hired on a temporary on-call basis, with no guarantee of hours of work, classification, or location assignment. Following the assignment of work according to Article 2.1 Family of Schools Supply Positions, these staff are employed as follows:

- i. as temporary replacements during the job posting procedure
- ii. as temporary replacements for staff who are absent due to illness or leave of absence, or time off in lieu of overtime, or as a replacement for Custodian II/Maintenance "B" positions when the incumbent is performing Maintenance "B" duties
- iii. to augment permanent staff from September 15 to September 30 for grass cutting and grounds keeping duties.
- iv. to augment permanent staff who are engaged in the Modified Work Program.
- v. to replace staff seconded to asbestos abatement work.

2.3 Temporary supply employees shall not accrue permanent seniority. Should no employee with permanent seniority apply for a posted position, the posted position will be awarded to the supply employee with the greatest amount of temporary seniority based on date of first hire as a temporary supply employee.

- 2.4 There shall be one list which shall be provided to each temporary employee during the months of October and April, with a copy forwarded to the Union.
- 2.5 The Board will attempt to place the five (5) employees **on the** supply list with the earliest start dates into temporary positions of one month **or longer** in duration that **will** provide hours of work as close as possible to eight **(8)** per day.
- 2.6 A supply person will have the right to refuse a permanent cafeteria position if he/she has not worked in a cafeteria position **in** the preceding **12** months.
- A supply person will have the right to refuse a permanent custodial position if he/she has not worked in a custodial position in the preceding **12** months.
- 2.7 The hiring, discipline, transfer discharge, or the assignment of hours of work or location of a temporary supply will not be the subject of a grievance.
- 2.8 Temporary supply employees shall be paid the minimum hourly rate of pay of the assigned classification.
- (a) Temporary employees shall not be eligible for any other benefits contained in the collective agreement. Temporary employees shall be eligible for overtime rates of pay - **1 1/2** - only in excess of **8** hours per day and/or **40** hours per week.
- (b) A shift differential in accordance with Article **16** will be paid to temporary supply staff commencing on the eleventh consecutive working day.
- 2.9 Vacation pay for temporary supply employees shall be **4%** of earnings and shall be paid on each cheque. Temporary **supply employees** shall be eligible to take two weeks unpaid vacation each year and shall have the right to return to the temporary replacement position held prior to the two week vacation upon return to work from such two week vacation should that same temporary replacement position still remain unoccupied by a permanent employee.

### ARTICLE 3

#### NO OTHER AGREEMENTS

The Board agrees that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with any of the provisions of this Agreement.

## ARTICLE 4

### MANAGEMENT RIGHTS

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

- 4.1 Maintain order, discipline, efficiency and to establish and enforce rules and regulations governing the conduct of employees, which rules and regulations, not inconsistent with the terms of this collective agreement, are primarily designed for the safety and welfare of the employees, the economy of the operation and protection of the Board's property and the welfare of the public.
- 4.2 To hire, transfer, promote, demote, lay-off, recall, assign duties and to suspend, discipline, or discharge any employee for just and reasonable cause, provided that a claim by an employee when they have been unjustly dealt with on any of foregoing items, will be the subject of a grievance and dealt with under Article 9 and 10, Grievance Procedure and Arbitration.

## ARTICLE 5

### 5.1 Contracting Out

The Board agrees that work normally performed by employees within the bargaining unit or similar work which it has been past practice to have performed by members of the bargaining unit, shall continue to be performed by employees within the bargaining unit, provided that this Article shall not deprive the Board of the right to contract out work beyond the scope of the existing staff to perform expediently at the time, at the discretion of the Superintendent of Business and Plant.

### 5.2 Job Security

The Board agrees there will be no layoffs due to contracting out if bargaining unit members are able to do such or similar work.

- 5.3 Until August 31, 1996 only, the Board agrees to post and fill all vacancies created by retirements in the maintenance department.

- 5.4 The Board agrees that for the December 11, 1993 to August 31, 1996 period, there will be no lay-offs of permanent staff except as required by a reduction in revenue sources beyond the control of the Board, full or partial school closures or as a consequence of Ministry of Education imposed directives. The Board agrees to consult with the Union if it is contemplating a lay-off. A lay-off is defined as any reduction of permanent hours of an employee except as agreed to by the Board, the Union and the employee.



## ARTICLE 6

### **STRIKES OR LOCK-OUTS**

The Union agrees that it will not cause, direct, or consent to any strike or other collective action on the part of the employees represented by the Union during the term of this Agreement and that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties, and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.

The Board and its officers agree they will not engage in any lockout.

## ARTICLE 7

### **RELATIONSHIP**

7.1 The Board will remit, monthly, by cheque, to the secretary- treasurer of the Union, all regular Union Dues as prescribed by the Union, in accordance with the Labour Relations Act. The remittance of Union Dues, which were deducted by the Board from the wages of employees will be accompanied by a list showing the amount of deduction and the names of those employees from whose wages such deductions have been made and the names of employees from whose wages no such deductions were made. Newly hired, terminated, laid-off and recalled employees will **be** identified on such a list.

7.2 Deduction of Union Dues will commence from date of employment in accordance with 7.1 above.

#### 7.3 Dues, Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

## ARTICLE 8

### COMMITTEES

8.1 The Union Management Committee shall be composed as follows:

- four shop stewards
- president of the Local
- Manager **of** Labour Relations
- Manager of Plant
- Supervisor of Maintenance
- Supervisor of Plant Operations (1)
- Superintendent of Business and Plant (ex-officio)

The Committee may request the presence **of** any resource person at the monthly meeting.

### Chairman of Meetings

An employer and a Union representative shall be designated as joint chairmen and shall alternate, annually, in presiding over meetings.

### 8.2 Negotiations Committee

The negotiations committee shall be comprised of seven (7) members of the local bargaining unit. The members of the Committee shall not suffer a **loss** in wages for five (5) days for the purpose of negotiating a collective agreement. After five (5) days, the Union will be billed for the cost of supply for the members.

### 8.3 Union Administrative Committee

The Board acknowledges the right of the Union to appoint or to otherwise select a Union Administrative Committee, hereinafter referred to as "the committee" consisting of not more than seventeen (17) employees. The Board agrees that the Union Committee will be allowed reasonable time from regular duties to perform the work of the Committee. The Union acknowledges that no committee member should use excessive time on the business of Union Committee work and that if excessive time is needed, then the work of the Committee will be carried on outside of the regular working hours of the members.

### 8.4 Health and Safety

8.4.1 Health and Safety issues will be discussed at Joint Health and Safety Committee meetings.

8.4.2 Ministry of Labour inspection reports will be presented to the Union-Management Committee.

8.4.3 When employees are absent from work to perform duties authorized under the Joint Health and Safety Committee Guidelines, the Board will cover the absent employee's job duties through replacement and/or overtime for up to sixteen (16) hours per day (in total) provided that the Union gives the Board not less than five (5) working days advance notice of such absences.

8.4.4 All activities of the Joint Health and Safety Committee will be governed as per the agreed Guidelines established by the Joint Health and Safety Committee under the Health and Safety Act.

### 8.5 Technological Change

8.5.1 If the employer is considering the introduction of technology which would have significant impact on the nature and number of positions occupied by members of the bargaining unit, the employer agrees to notify the Union via the Union-Management Committee.

- 8.5.2 The employer agrees to notify the Union as far as possible in advance of the introduction of technological change, to provide a description of the change it intends to implement, and to disclose all foreseeable implications for employees of the bargaining unit.

## **ARTICLE 9**

### **9.1 Grievance Procedure**

- 9.1.1 An employee having a complaint, or one designated member on behalf of a group having a complaint, shall first discuss the complaint with the appropriate supervisor. A shop steward shall be present during this discussion.
- 9.1.2 If the complaint cannot be resolved within three (3) working days, the employee may submit the complaint to the Union Grievance Committee. The Union Grievance Committee shall make a ruling within three (3) working days concerning its support of the employee in his grievance.
- 9.1.3 If the Union Grievance Committee supports the employee, it shall submit the matter in writing, in three (3) working days, to the Superintendent of Business and Plant, or designate, who shall make a ruling within five (5) working days after receipt of written notice from the Union Grievance Committee.
- 9.1.4 If the written ruling from the Superintendent of Business and Plant fails to resolve the grievance to the satisfaction of the Union Grievance Committee, it shall submit the grievance, in writing, to the Board Grievance Committee, who shall make a ruling within ten (10) working days after receipt of written notice from the Union Grievance Committee. The Board Grievance Committee shall be comprised of the Superintendent of Staff Services, or designate, and two members of the elected Board of Trustees, one of whom shall be the Chairman of the Board.
- 9.1.5 If the written ruling from the Board Grievance Committee fails to resolve the grievance to the satisfaction of the Union Grievance Committee, the matter may be submitted to arbitration in accordance with Article 9.
- 9.1.6 Personnel File
- (a) An employee may have access to his/her personal file at a mutually agreed upon time, between the employee and the Superintendent of Business and Plant. An employee has the right to respond, in writing, to any document contained in his/her personnel file.

- (b) Any adverse report except as identified in (c) shall be removed from the record of an employee **12** months from the last occurrence of similar incidents.
- (c) An adverse report addressing violations of the Human Rights Code and/or pertaining to inappropriate activities involving students that could place students at risk shall remain in a sealed file in the employee's record indefinitely.
- (d) Each employee who has an adverse report placed in the employee's record shall receive a copy of the report. The Recording Secretary of the Union shall be notified of the existence of an adverse report.

## 9.2 Policy Grievance

- 9.2.1 The Union or the Board may initiate a grievance in writing relating to the interpretation, application, or alleged violation of this agreement. This grievance shall be discussed by the Union Grievance Committee and the Superintendent of Business and Plant, or his designate. Failing resolution of the grievance to the satisfaction of the Union or the Board within five (5) working days after receipt of written notice by either party, the grievance shall be discussed by the Union Grievance Committee and the Board Grievance Committee.
- 9.2.2 If the Union Grievance Committee and the Board Grievance Committee cannot resolve the grievance to the satisfaction of both parties within ten (10) working days of the elapse of the five (5) days referred to in 9.2.1., the matter may be submitted to arbitration in accordance with Article 10.

## 9.3 Time Limits

- 9.3.1 Time limits shall be computed **by** excluding Saturday, Sunday, paid holidays and employees regular days off. Time limits may be extended through the mutual consent of both parties.
- 9.3.2 No grievance will be considered **by** the Board, or **by** the Union Grievance Committee, if the circumstances of such grievance occurred more than twenty (20) working days prior to the original presentation.

## ARTICLE 10

### **ARBITRATION WITH TIME LIMIT FOR GRIEVANCE**

- 10.1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing within five (5) working days of receipt of the reply from the Board's Grievance Committee addressed to the other party of the agreement. If within ten (10) days thereafter the parties are unable to select, **by** mutual agreement, a single arbitrator, then each party shall name an arbitrator and the two so named shall, within ten days,

select a third person to act as Chairman of the Board of Arbitration. If the two named fail to agree upon a third person within the set ten (10) days, the matter shall be referred to the Office of Arbitration for the appointment of a third person to act as Chairman.

- 10.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.3 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 10.4 The fees of the single arbitrator shall be shared jointly by the parties hereto. If, however, the matter is referred to an Arbitration Board, each of the parties shall bear the fees of their own appointee and half of the fees of the Chairman.
- 10.5 It is further agreed that the fees of the members of the Board of Arbitration, shall not be governed by the Ontario Arbitration Act R.S.O. 1960 and amendments thereto, and further that the two appointees shall have the power to assist in settling the fees of the Chairman.
- 10.6 The Arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with the Agreement, nor to alter, modify or amend this Agreement or any part of it.
- 10.7 Proceedings before the Arbitrator or Board of Arbitration will be expedited by the parties hereto, and the decision of the Arbitrator or majority of the Board of Arbitration will be accepted as final and binding by the parties hereto.
- 10.8 At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses, and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the premises of the Board to view any working conditions which may be relevant to the settlement of this grievance.
- 10.9 It is understood and agreed that an Arbitration Board shall have authority only to settle disputes under the terms of this agreement. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is Arbitrable, shall be Arbitrable. In dealing with matters of discipline, disciplinary, demotion, or transfer, the conferring parties or Board of Arbitration shall have the power to:
  - (a) Confirm the managements action
  - (b) Reverse the managements action
  - (c) Make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

## ARTICLE 11

### PROBATIONARY EXTENSION

- 11.1 New employees of the Board shall be considered probationary employees until they have completed three months of service with the Board. Should a longer period be required for successful completion of probation, the Board will have the option of granting up to an additional three month period. Prior to the extension, the Board agrees to inform the Recording Secretary of the Union, in writing, of any employee whose probationary period is being extended, stating the reasons for that extension.
- 11.2 It is understood that the Board may terminate the employment of a probationary employee for unsuitability, and that the Board's liability shall be limited to providing its reason(s) for termination, in writing, to the employee and to the Recording Secretary of the Union.

A probationary employee shall be entitled to **all** other rights and privileges of this Agreement.

## ARTICLE 12

### SENIORITY

- 12.1 Seniority shall be defined as total years of continuous employment, as a member of the bargaining unit, with The Lakehead Board of Education or its predecessor(s).
- Continuous employment shall include all absences due to illness or injury as compensated by W.C.B.
- 12.2 The seniority list shall consist of the names of **all** members of the bargaining unit in decreasing order of years of seniority based upon date of hire.
- 12.3 The order on the seniority list as published Jan. 1, 1982 shall not be changed and this order shall be utilized when applying the seniority concept to promotions, transfers and job posting procedures.

Effective November 1, 1981, if the date of hire of two or more persons is the same, the order on the seniority list shall be determined by lot, conducted by the Union Management Committee.

- 12.4 The seniority list shall be posted on the bulletin board in each location, during the months of March and September of each year and copies shall be provided for the Secretary-Treasurer and Recording Secretary of the Union.
- 12.5 Any errors or omissions in the seniority list shall be reported to a shop steward who shall be responsible for the presentation of the concern to the Union Management Committee for resolution.

- 12.6 An employee who leaves the bargaining unit to accept a non-union position with The Lakehead Board of Education shall continue to pay union dues for a six (6) month probationary period. At the end of the six month probationary period the employee may return to his/her former position in the bargaining unit.
- 12.7 In the event that an employee accepts a temporary transfer to a position outside of the bargaining unit he/she shall continue to pay union dues and shall retain all rights and privileges under the terms of the collective agreement including continued accumulation of seniority. This provision is applicable for a maximum period of thirty (30) months.
- 12.8 Any employee who leaves the bargaining unit to accept a non-union position with The Lakehead Board of Education shall have his/her seniority frozen for a maximum period of one (1) year from the time of exit from the bargaining unit. This frozen seniority may only be exercised during the above one (1) year period and then only used to obtain a position within the bargaining unit through the job posting procedure.

12.9 Long-Term Disability

12.9.1 When an employee is absent from work for up to 30 months due to illness, disability, or both, the following terms and conditions apply:

12.9.1.1 The employee will continue to accumulate seniority for thirty (30) months from the commencement of his/her illness/disability.

12.9.2 Should an employee be absent from work due to illness, disability or both for a period greater than 30 months, the following conditions apply:

12.9.2.1 Seniority

12.9.2.1.1 Thirty months after the commencement of the illness/disability the employee's seniority will be frozen, and will cease to accumulate. Each year the employee's name will move down the seniority list to the top of the next lower year. The first move down the seniority list will be made during the regular semi-annual seniority list revision immediately after expiration of the above- mentioned thirty months. Subsequent moves shall be made annually thereafter.

12.9.2.1.2 Seniority will start to accumulate upon return to work.

### 12.9.2.2 Return to Work

- 12.9.2.2.1
- (a) For thirty (30) months from the date of disability, the employee shall have the right to return to his/her previous position, regardless of the seniority of the incumbent in the employee's previous position. If the employee's previous position no longer exists, the employee shall bump in accordance with the bumping procedure.
  - (b) The employee displaced by the return to work shall obtain a position in accordance with the bumping procedure as defined in Article 14.
  - (c) The bumping procedure initiated by the displaced employee in (b) above shall not displace the returning employee from his/her position.

12.9.2.2.2 Subsequent to the thirty (30) month period as described in 12.9.2.2.1 above, the employee shall return to work under the following terms and conditions:

- (a) For 15 working days after the employee is deemed fit for work, he/she shall be recalled into his/her former classification through the job posting procedure only.
- (b) Should no position become available in the employee's own classification during the fifteen days mentioned in (a) above, the employee, may, upon the expiration of said fifteen days:



- (a) Apply for a position in a different classification through the job posting procedure, or,
- (b) Bump in accordance with 12.9.2.3.

**12.9.2.3 Bumping Procedure**

- 12.9.2.3.1 The employee may bump the least senior person in his/her own classification.
- 12.9.2.3.2 If there is no employee with less seniority in his/her own classification, the employee may bump the least senior employee in the next lower classification. If there is no employee with less seniority in the next lower classification, the employee may bump the least senior employee in the next lower classification, and so on.

**ARTICLE 13**

**LOSS OF SENIORITY**

- 13.1 An employee shall only lose seniority under the following conditions or circumstances:
  - 13.1.1 an employee is discharged for cause and the discharge is not reversed through the grievance procedure, or quits, and does not withdraw his written resignation within 2 days. Should a verbal resignation not be confirmed in writing within 2 days, seniority shall be lost after 3 days absence from work;
  - 13.1.2 fails to return to work after the completion of a leave of absence which has been granted by the Board, except where a reasonable excuse is submitted;
  - 13.1.3 utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
  - 13.1.4 engages in gainful employment while on sick leave;
  - 13.1.5 is laid off for a period in excess of one calendar year;

- 13.1.6 fails to advise of his intention to report to work within ten (10) calendar days after the mailing of a rehire notice, or fails to report to work on the date indicated in his rehire notice without providing a reasonable excuse;
- 13.1.7 has been granted an unpaid leave of absence, for a reason other than illness for a period greater than three months and fails to pay his/her union dues during the period of the leave;
- 13.1.8 upon **loss** of seniority for any of the reasons identified above, the Board or Union have no further obligations to the employee.

**ARTICLE 14**

**LAY-OFF & RECALL**

- 14.1 The Board shall give each employee in the bargaining unit who has acquired seniority and who is to be laid-off for a period greater than thirteen (13) weeks, notice in writing of his lay off in accordance with the following:
  - 14.1.1 up to 1 years service - one week notice
  - 14.1.2 over 1 year but less than 5 years service - two weeks notice
  - 14.1.3 over 5 years but less than 10 years service - four weeks notice
  - 14.1.4 10 years or more service - eight weeks notice
- 14.2 The above notice shall only be given to permanent staff who must be laid off. Such notice is not required for employees declared surplus to location or for employees who have been bumped.
- 14.3 In the event of a staff reduction, or a reduction of hours of an employee in any classification, employees shall be declared surplus to their location in reverse order of their seniority within their classification as specified by the seniority list. Notice that an employee is surplus to a location shall be handed to the employee and a signed acknowledgement requested if the employee is at work. In the event that the employee is not at work, the notice shall be sent by registered mail to the last address on record with the Board.
- 14.4 The employee who has been declared surplus to location shall have to bump anyone with lesser seniority in his own classification, unless the Board and the Union Executive agree to do otherwise. An employee declared surplus to location must exercise his bumping rights within five (5) working days from receipt of notice of surplus to location. This time period may be extended by mutual consent of the parties to this agreement.
- 14.5 If there are no employees with lesser seniority in his own classification, the surplus employee shall have to bump anyone with lesser seniority in a lower classification.

14.5.1 In the event a surplus employee with a seniority date prior to May 1, 1983, must bump into a lower classification, he shall have his salary grandfathered until a position in his own classification becomes available through the job posting procedure.

14.5.2 In the event a surplus employee with a seniority date of May 1, 1983, or later, must bump into a lower classification, he shall have his salary grandfathered for a maximum of the length of time employed in his former classification, or until a position becomes available through the job posting procedure, whichever is the shorter length of time.

14.6 If there are no employees with lessor seniority in his own or lower classification, the surplus employee shall have to bump anyone with lessor seniority in the immediately higher classification. If there are no employees in the immediately higher classification, then he may bump up into the next higher classification, etc.

14.7 If there are no employees with lessor seniority in the system, the surplus employee shall be laid-off.

14.8 If, as a result of the implementation of 14.4 or 14.5 or 14.6, the employee must bump into a position with fewer hours of work per week than his previously held position, the hours of work shall be increased to equal the hours of work in his former position until a position with a suitable number of hours of work becomes available through the job posting procedure.

14.9 In the event that an employee must bump an individual in the same or lessor classification which entails an increase in excess of 20 km. round trip as compared with former distance driven to and from work, the employee shall receive travel allowance as per board policy for each additional km. in excess of former round trip plus 20 km.

14.10 Every employee who has been bumped by a more senior staff member shall have to bump in accordance with 14.4 through 14.9.

14.11 An employee cannot bump into a higher classification if the resultant effect would prevent the operation of the school in accordance with the requirements of the Ontario Department of Labour Code. An employee cannot bump into the Maintenance A Trade Classification unless he has the necessary certification.

#### 14.12 Recall Procedure

Employees who have been laid off shall be recalled in order of seniority (most senior first) to positions in their own classification or lessor paying classifications as these become available through the job posting procedure. No employee need accept a job in a lower paying classification if one is offered.

- 14.13 If an employee with a seniority date prior to May 1, 1983, is recalled into a lower classification than the position he previously held, his salary shall be grandfathered in accordance with his previously held position until a position in his own classification becomes available through the job posting procedure.
- 14.14 If an employee with a seniority date of May 1, 1983, or later is recalled into a lower classification than the position he previously held, his salary shall be grandfathered for a maximum of the length of time employed in his former classification, or until a position becomes available through the job posting procedure, whichever is the shorter length of time.
- 14.15 If an employee who has been laid off is offered a job within his own classification, and refuses the job, he shall lose all seniority rights and his name shall be deleted from the seniority list.
- 14.16 When an employee is to be recalled by the Board, he shall be notified by registered mail to his last place of residence recorded with the Board and be advised of the date his services will be required to commence. If the employee fails to advise the Board of his intention to return to work on the date indicated within ten (10) calendar days after the mailing of such notice, or fails to report for work on the date indicated after having advised the Board of his intention to return to work, he shall lose all seniority rights from the seniority list.
- 14.17 The employee is solely responsible for his proper address being on record with the Board.
- 14.18 An employee shall lose all seniority rights with the Board should he be laid off for a period longer than (12) calendar months.
- 14.19 For the purpose of lay-off, the Maintenance A classification shall be deemed to include the following sub-classifications:
- 14.19.1 Electrician
  - 14.19.2 Plumbers
  - 14.19.3 Carpenters
  - 14.19.4 Painters
  - 14.19.5 Masons
  - 14.19.6 Glaziers
  - 14.19.7 Welders
  - 14.19.8 Roofers
  - 14.19.9 Small Motor Mechanics
- 14.20 In the event of a school being closed, the custodians employed in that school will have to bump in accordance with Article 14.

## **ARTICLE 15**

### **JOB POSTING**

- 15.1 The Board shall post all original job vacancies and original locations, including new positions, on designated notice boards during the last week of each month excluding June and July, unless the Board has given the Union written notice why it intends not to fill the vacancy, or to change the hours of work. Such postings shall remain on the notice boards for five (5) working days before the job is filled.
- 15.2 Postings shall state:
- 15.2.1 reason for the vacancy
  - 15.2.2 start date
  - 15.2.3 qualifications or equivalent experience needed for the position
  - 15.2.4 classification and wage
  - 15.2.5 hours of work and applicable shift differential
- 15.3 The applicant possessing the greater seniority shall receive the position providing the applicant has the qualifications as stated in the posting.
- 15.4 An appointment shall be made within twenty (20) days of the end of the posting period.
- 15.5 Vacancies arising from the filling of posted positions shall be posted for three (3) working days unless the Board has given the Union written notice why it intends not to fill the vacancy.
- 15.6 Employees who are promoted from one classification to another shall serve a trial period of sixty (60) working days of which thirty (30) must be school days. An employee promoted to a position of Custodian II/Maintenance "B" shall serve a trial period of up to 30 working days as a Maintenance "B".
- 15.7 If an employee does not successfully complete the sixty (60) working day trial period in the new position, the individual shall return to his/her former position.
- 15.8 If an employee transfers or is promoted through the job posting procedure he may return to his former position providing the request is made in writing with a copy to the Recording Secretary of the Union within ten (10) working days of the date of commencement of employment in the new position or location.
- 15.9 If an employee returns to his former position in accordance with 15.8, the applicant with the next highest seniority will be assigned the position and the job will not be re-posted. If twenty (20) working days have elapsed from the date of the original job posting, the job shall be re-posted.
- 15.10 Temporary vacancies which exceed sixty (60) working days or are known to exceed sixty (60) working days shall be posted.

15.11 Notwithstanding Article 15.1, with the exception of the position of Chief Custodian and temporary positions known to exceed one hundred twenty (120) working days vacancies created by the filling of temporary vacancies need not be posted.

15.12 Vacancies created by an absence due to:

- i. an employee in receipt of LTD benefits
- ii. an employee not in receipt of LTD benefits and absent from work due to illness for a period of more than six months
- iii. an employee absent from work and in receipt of WCB benefits for a period of more than six months
- iv. an employee absent from work in accordance with the provisions of the Deferred Salary Leave Plan.

shall be posted in accordance with Article 15.1. The posting shall state that the incumbent has the right to return to the position for thirty (30) months.

15.13 Vacancies in the maintenance department created as per 15.12 will be posted as temporary for a maximum of thirty (30) months.

## ARTICLE 16

### JOB CLASSIFICATIONS AND RATES OF PAY

16.1 Job classifications and the wage rates for each classification shall be as set out in Schedule A, of this agreement and attached hereto, and will remain in effect for the duration of this agreement.

16.2 A job classification will not be changed for the purpose of evading payment of the minimum rates as set out in Schedule A.

16.3 The Board will pay to each employee except Maintenance 'A' possessing a valid Ontario Fourth Class Stationary Engineer's papers the following sum over and above the basic rates as set out in Schedule A:

January 1, 1982 - 12.6¢ per hour  
January 1, 1986 - 15¢ per hour

16.4 The Board will pay to each employee except Maintenance 'A' possessing valid Ontario Third Class Stationary Engineer's paper the following sum over and above the base wage rates as set out in Schedule A:

January 1, 1982 - 25.2¢ per hour  
January 1, 1986 - 30¢ per hour

- 16.5** if an employee is required to possess a valid Ontario Stationary Engineer's qualification to fulfill his/her position, the following **sum** will be paid over and above the base wage rates in Schedule A plus the appropriate allowance **as per 16.3 or 16.4:**
- January 1, 1982 - **10¢** per hour
- 16.6** In order to qualify to be paid for additional certificates each maintenance employee shall be required to file one applicable valid Ontario certificate of qualification. When required to use another certificate of qualification, an additional premium of **50¢** per hour shall apply for time that skills are used. The Board will pay each Custodial, Warehouse or Cafeteria employee an additional **15¢** per hour for each valid Ontario Ministry of Education and Training Skills Development certificate of qualification.
- 16.7** For an employee who works less than **35** hours per week, the afternoon shift allowance shall be paid on all hours worked after **4:00 p.m.**
- 16.8** Any shift composed of seven (7) hours or more worked between 2:00 p.m. and **11:00 p.m.** is to be classified as an afternoon shift, and any shift composed of seven (7) hours or more worked between **11:00 p.m.** and 7:00 a.m. is to be classified as a night shift. **No** further nightshifts will be instituted unless school operations change significantly. If school operations do change significantly, night shifts will not be instituted without prior discussion and consultation with the Union.
- 16.9** Effective January 1, **1989**, shift differential shall be paid as follows:
- Afternoon shift (**40** cents)
  - Three weeks or more (45 cents)
  - Night shift (50 cents)
- 16.10 16.10.1** People on alternate week shift will be paid **20** cents per hour in addition to the regular hourly rate on all regular hours worked.
- 16.10.2** People on three weeks afternoons and one week days will be paid **34** cents per hour in addition to the regular hourly rate on all regular hours worked.
- 16.10.3** People on permanent nights will be paid **50** cents in addition to the hourly rate on all regular hours worked.
- 16.11** Employees will not suffer a shift differential wage **loss** during the Christmas and March break, or for illnesses less than ten (**10**) consecutive working days.
- 16.12** During the months of July and August, the shift differential rate will only apply to those staff working afternoon or night shifts.
- 16.13** Employees will not **be** paid under both **16.9** and **16.10**.

16.14 Standby

Should an employee be required to be on standby he/she shall be paid **4** hours per day (ie. 24 hours) at straight time rates for each day (ie. **24** hours) he/she is required to be on standby. In the event that the employee on standby is called in to work he/she shall be paid the appropriate overtime rate for the hours worked.

16.15 Leadhand

If in the opinion of a supervisor a lead hand is required on a job the individual with the greater seniority and the qualifications who has expressed an interest in such a position will be selected and shall be paid **25¢** per hour for the period of time for which he/she is assigned the responsibility of leadhand.

16.16 Permanent Supply

16.16.1 Effective within **30** days of ratification of this collective agreement, the Board shall maintain a compliment of four (4) employees for permanent supply.

16.16.2 Supply staff shall be assigned to replace staff who are absent due to illness or the granting of leaves of absence.

16.16.3 In the event that no positions are available due to illness or leaves of absence the supply staff may be assigned to any duties within the scope of the bargaining unit.

16.16.4 Supply staff shall be paid as per the Custodian I classification in accordance with Schedule "A".

16.16.5 After the first full shift of replacing an employee in a higher classification supply staff shall be paid the Schedule **A** rate of the classification to which they are assigned at the increment level to which the employee is entitled.

16.16.6 Each member of the supply staff will be assigned to a location as home base. In the event that a supply staff member is assigned to a location outside the City limits of Thunder **Bay** and the distance from the assigned home base is in excess of **30 km** round trip the staff member shall be paid mileage for the km in excess of **30 km**.

16.17 In schools where the heating plant is **50** therm-hours or greater, the Chief Custodian shall be required to possess a valid fourth class stationary engineers certificate.

Effective July 1, 1984, an employee appointed to a position of Chief Custodian must possess a valid Ontario Ministry of Labour Fourth Class Stationary Engineer Certificate or have successfully completed a Board approved program.



## 16.18 Promotional System

The following procedure will be implemented **12 months after** ratification (implementation date October 1, 1988). Training opportunities will be made available in order of seniority within the classification, most senior first. The existing lay-off procedures will not be affected by this system.

- 16.18.1 **All** new custodial employees, hired by the Board, will be placed as Custodian I. They will serve their **3** month probationary period in this category. To complete probationary period they must demonstrate sufficient understanding of the role description of a Custodian I as per the Board's **role** description.
- 16.18.2 To be promoted to a Custodian II you must first:
- (a) have completed your probationary period as a Custodian I
  - (b) attend and pass a Board sponsored Pre-Qualification for Custodian II course
  - (c) be the most senior applicant.
- 16.18.3 To be promoted to Chief Custodian of an elementary school you must first:
- (a) be employed as a Custodian II and completed your trial period
  - (b) have attended and passed the Pre-Qualification for Chief Custodian course Board approved course
  - (c) be able to effectively communicate both oral and written
  - (d) attend Human Resources workshops sponsored by the Board and show some leadership qualities
  - (e) be the most senior applicant.
- 16.18.4 To be promoted to Chief Custodian of a secondary school you must first:
- (a) be a Chief Custodian of an elementary school and completed your trial period
  - (b) attend Human Resources workshops sponsored by the Board and show some leadership qualities
  - (c) be able to effectively communicate both oral and written
  - (d) be the most senior applicant.

16.18.5 For buildings requiring a ticket in accordance with the Operating Engineers Act, the Board will give preference in the following order in filling vacancies for the Chief Custodian:

- i. an employee who satisfies the Promotional System and has a valid ticket,
- ii. an employee who satisfies the Promotional System requirements in accordance with Article 16.18.4 and is actively participating in an approved course to receive a ticket,
- iii. an employee who satisfies the Promotional System requirements in accordance with Article 16.18.4 and begins active participation in an approved course within one year of appointment.

An employee who is appointed to such a vacancy must be in possession of a valid ticket within two years of commencing the job. An employee who fails to meet this condition will be put on permanent supply status at the rate of pay of their classification prior to promotion to Chief Custodian "with ticket", until a vacancy in the classification at which they are paid becomes available and they will not be permitted to make an application under this provision until they have been granted a valid ticket.

Until such time as the Chief is in possession of a ticket the Board reserves the right to place a Custodian II, with a ticket, into the school in accordance with the provisions of the collective agreement.

Should no employee be willing or able to satisfy the above requirements, the promotional system may be bypassed for the posted position of Chief Custodian "with ticket" in the instant case.

16.18.6 Article 16.18 does not apply at buildings where a 3rd class ticket is required, nor where a Custodian II with a ticket is required and no qualified employee with a ticket applies.

#### 16.19 Maintenance - Promotions

16. 9.1 An employee who applies for a Maintenance "B" position must have the background experience required for the position.

16. 9.2 An employee classified as Maintenance "B" who applies for a Maintenance "A" trade position must have a valid Ontario certificate of qualification.

16. 9.3 New employees hired for Maintenance "A" positions will be required to provide a valid trade certificate.

16.19.4 Maintenance "B" positions will be filled internally before hiring from the open market provided that applicants have the required skills as determined by the Superintendent of Business and Plant.

16.20 The Board shall designate one custodian as responsible for Churchill Pool, and will pay that individual a bonus of seventy dollars (**\$70**) per month to assume those responsibilities for as long as the **Pool** remains a responsibility of the Board.

16.21 When an employee is called to work outside of his/her regular working hours to check buildings or to repair damage he/she shall be paid time and one half for time worked with the minimum payment being equivalent to **4** hours at straight time.

16.22 Custodian II/Maintenance "B", Asbestos Abatement Employees

16.22.1 The Board shall have the right to transfer a Custodian II/Maintenance "B" or Asbestos Abatement employee to available maintenance or asbestos abatement work any time during the calendar year.

16.22.2 There shall be no guarantee of Maintenance "B" or Asbestos Abatement work for a Custodian II/Maintenance "B" or Asbestos Abatement employee.

16.22.3 Custodian II/Maintenance "B" or Asbestos Abatement employees shall be paid as a Custodian II when performing custodial duties, and as Maintenance "B" when performing Maintenance "B" duties, and as Asbestos Abatement when performing Asbestos Abatement duties. Vacation and Paid Holidays shall be paid at the Maintenance "B" or Asbestos Abatement rate of pay only if the employee works as a Maintenance "B" or Asbestos Abatement employee on the regular working day immediately prior to and immediately after the vacation or paid holiday in question.

16.22.4 For the purpose of the scheduling of annual vacation, Custodian II/Maintenance "B" or Asbestos Abatement positions shall be considered as maintenance positions (refer to clause 25.5).

16.23 Definitions

16.23.1 Maintenance "A" trade refers to an employee who possesses an applicable, valid Ontario certificate of qualification or, for employees who attained the classification prior to the signing date of this agreement, through a number of years of on-job experience.

**ARTICLE 17**

**OVERTIME**

17.1 Overtime Defined

With the exception of **17.8, 17.9, 18.8, 18.9** all time worked before or after the regular work day, or the regular work week shall be considered overtime.

- 17.2 Overtime worked before or after the regular daily hours shall be paid at the rate of time and one-half.
- 17.3 With the exception of the Weekend Pool Attendant, any work performed by an employee after twelve midnight Friday to twelve midnight Sunday shall be paid at the rate of time and one-half of the regular rate of pay.
- 17.4 Where weekend or holiday firing is required, the employee shall be paid a minimum of two (2) hours at time and one-half of his regular rate.
- 17.5 In the event that an employee is called in to work and sent home, so that he could work a later shift, he shall be paid for four hours straight time.
- 17.6 An employee may choose to receive time off, at the appropriate overtime rate, at a mutually agreeable time, in lieu of the cash payment for overtime. This provision is not to exceed seven (7) days per year.

The Manager of Plant shall notify, in writing, the Recording Secretary of the Union, of all time off taken by staff in lieu of over time pay.

This provision also applies to permanent part-time employees working extra hours under 17.8, and any employee may not accumulate lieu time in excess of seven (7) times their normal regular daily hours.

- 17.7 Employees required to work on a swing stage or scaffolding in excess of twenty feet shall be paid a bonus of twenty-five (25) cents per hour.
- 17.8 When regular part-time staff work extra hours as temporary replacements as defined in Article 2, overtime shall be paid only for hours worked in excess of eight per day and forty per week.

e.g. Custodian A at school Z works 8:00 a.m. to 12:00 noon

Custodian B at school Z works 1:00 p.m. to 5:00 p.m.

In the event Custodian B is off sick and Custodian A works the extra hours, all hours worked by Custodian A that day are paid at straight time.

- 17.9 For clean-up during the March Break, Christmas Break, P.A. days and July and August, overtime will only be paid for hours worked in the excess of forty per week.
  - e.g. Employees who work less than full time, may work extra hours [with supervisory approval) at straight time, up to eight hours per day and forty hours per week.
- 17.10 Employees who work ten (10) or more consecutive hours will receive a meal allowance of \$5.00 (five dollars).

- 17.11 Planned overtime will be offered equitably among qualified personnel at each site and managed by the Chief Custodian.

**ARTICLE 18**

**HOURS OF WORK**

- 18.1 Custodian I employees are not to work beyond 10:30 p.m. unless agreed upon by the employee and the union.

- 18.2 All overtime work for special meetings, student activities, elections, etc., or any time worked in excess of the "hours of work" as defined herein, and as authorized from time to time by the Superintendent of Business and Plant, all caretaking and maintenance personnel shall be paid for the actual hours worked at the rate of time and one half of his regular classification. In the case of evening or special activities, the custodian shall be on duty one half hour preceding the opening time of such activity and shall remain on duty one half hour after the close of such activity, both half hours to count as part of his overtime and further, he shall be guaranteed pay for a minimum period of two hours on any such occasion. The Board will pay for caretakers coming in for unusual cleanup after dances, at overtime rates, if applicable.

- 18.3 The work week shall be Monday to Friday.

18.3.1 Day Shift is defined as any hours worked between 7:00 a.m. and 5:00 p.m.

18.3.2 Evening Shift is defined as follows:

18.3.2.1 Any 7 or more hour shift between 2:00 p.m. and 11:00 p.m.

18.3.2.2 Any hours worked between 5:00 p.m. and 11:00 p.m.

18.3.3 Night Shift is defined as any 7 or more hours shift between 11:00 p.m. and 7:00 a.m.

- 18.4 Change of Hours

Employees hours of work shall not be changed except through:

18.4.1 the layoff, bumping, and recall procedure

18.4.2 a successful bid via the job posting procedure

18.4.3 mutual consent among the Board and the Union Executive, and the employee(s).

## 18.5 Lunch Break

For employees who work an eight (8) hour shift there shall be a twenty (20) minute paid lunch period included in each eight (8) hour shift for each of the following employee groups:

18.5.1 secondary school day shift and evening shift

18.5.2 elementary school evening shift only

18.5.3 all night shifts

18.6 In schools where there is only one Custodian II in addition to the Chief Custodian, the Chief Custodian shall work day shift for three (3) weeks out of four (4) and evening shift for one week out of four unless mutually agreed to do otherwise.

18.7 In schools where there are two or more Custodian II's in addition to the Chief Custodian, the Chief Custodian shall work day shift only unless mutually agreed between the Board and the Union Executive to do otherwise.

## 18.8 Summer Hours

18.8.1 For employees who work at least an eight (8) hour shift during the months of July and August there shall be a twenty (20) minute paid lunch period included in each shift.

18.8.2 An employee shall have the option of completing his/her regular work week within a four (4) day period, not exceeding ten (10) hours per day, during the months of July and August.

18.8.3 Should a forty-hour per week employee work less than his/her full work week during July and August (with supervisory approval), and not suffer a reduction in wages, the time off must be made up, at regular rates of pay, during the preceding period of September to June.

e.g. Custodian A normally works 40 hours per week, 8 hours per day.

During July and August, he works 4 - 8 hour days per week for five weeks, and receives full pay. He, therefore, has  $5 \times 8 = 40$  hours to make up during the preceding period of September to June.

18.8.4 Should an employee who works less than 40 hours per week work less than his/her work week during July and August, (with supervisory approval), and not suffer a reduction in wages, the time off must be made up at regular rates of pay during the months of July and August.

- 18.8.5 When employees choose to work in excess of **8** hours per day during the months of July and August in order to implement the four day work week, overtime shall not be paid. However, any hours worked in excess of forty (40) per week are subject to overtime rates.
- 18.8.6 When an employee arranges to work **less** than his/her full work week during July and August, in accordance with Article **18.8.3**, overtime rates are not applicable while the hours are being made up during the three months before and after July and August. Warehouse employees may also work make-up time between November and March with the prior approval of their supervisor.
- 18.8.7 Time off shall be arranged in order to maintain a five (5) day operation, Monday to Friday, where applicable.
- 18.8.8 Prior to the end of June, each employee will designate his/her option for the months of July and August and a summer schedule will be posted in all work locations.
- 18.8.9 The summer schedule will be developed by the appropriate supervisor in consultation with the employee and the Chief Custodian.

#### 18.9 Christmas Break and March Break

Should an employee wish to take time off during the Christmas and/or March Break, the employee will make the request, indicating which option from **18.9.1** the employee wishes to use. The request will be made in writing to the Manager of Plant at least four (4) weeks prior to the Break in question. Such request will not be unreasonably denied.

##### 18.9.1 Options for Time Off

1. Use **of** annual vacation
2. **Loss** of salary
3. Work additional hours at regular time normally prior to the Break. Arrangements will be made between the employee and his/her Chief Custodian, or his/her Maintenance Supervisor, or his/her Warehouse Foreman. Additional hours worked shall be in units of one (1) hour or more per day.

18.9.2 Arrangements will be made for the normal checking of the plant and heating system.

#### 18.10 Maintenance and Warehouse Hours of Work

18.10.1 Maintenance and warehouse staff will work the day shift unless circumstances dictate otherwise.

- 18.10.2 Maintenance and warehouse employees shall have a **30** minute unpaid lunch break.
- 18.10.3 Employees working at schools within the City limits of Thunder Bay report for work at the schools at their regular starting time, and leave at their regular quitting time.
- 18.10.4 Employees working outside the City limits shall be deemed to have commenced employment at **8:00 a.m.** at the shop. They will note the time required to reach the school, and leave early an equivalent length of time.
- 18.10.5 Employees will **be** paid at the rate of two (2) times their regular salary for working inside septic tanks - new tanks excluded.

18.11 Chief Custodians

- 18.11.1 There shall be a Chief Custodian in each school.
- 18.11.2 The duties and responsibilities of the Chief Custodian shall include the care, cleanliness, heating of the school, and the supervision of custodial staff.
- 18.11.3 The most senior Custodian **II** on shift in each Secondary School, with a ticket where required, will be designated as Chief Custodian when the Chief is absent for not less than one regularly scheduled work day. For absences known to be for four weeks or longer, the most senior qualified Custodian **II**, with a ticket where required, will be appointed until such time as the position must be posted.

This provision also applies in an Elementary School where more than two F.T.E. are scheduled to work, however a Custodian I may be appointed where a Custodian **II** is not on staff in the school.

Any employee designated as a Chief shall be required to adopt the Chief Custodian's regularly scheduled hours of work.

- 18.12 Where feasible, the Chief Custodian (with the approval of the Supervisor) may grant an employee's request to reschedule their evening shift on P.D. days and/or on Fridays so that their shift ends no later than **6 p.m.** on the **day(s)** in question. Such requests will not be unreasonably denied. Rescheduling on Fridays that are not also P.D. days shall be available only to employees who are scheduled to work three or more weeks of consecutive evening shifts.



**ARTICLE 19**

**RATE FOR TEMPORARY TRANSFERS**

- 19.1 An employee may be transferred to a job classification carrying a higher rate of pay and with the exception of Permanent Supply classification, will **be** paid the higher rate for that classification from the first hour worked providing the employee completes one full shift.
- 19.2 If the Board finds it necessary to transfer, temporarily, an employee to a classification carrying a lower rate of pay, the employee shall continue to be paid his present salary.
- 19.3 Senior employees will be given preference on temporary transfers providing that equal qualifications prevail.

**ARTICLE 20**

**BENEFITS**

- 20.1 The Board agrees to pay 100% of the monthly premiums for:
  - 20.1.1 Hospital and Medical Coverage through the Ontario Health Insurance Plan.
  - 20.1.2 Semi-Private hospital ward coverage through the Board's current plan.
  - 20.1.3 Extended Health Coverage through the Board's current carrier. The plan will be 10/20 deductible, and 80/20 shared risk.
  - 20.1.4 Group Life Insurance through the Board's current plan to a maximum of one-and-one-half times salary.

It shall be mandatory for all employees in the bargaining unit to participate in the following amount:

All employees shall take Life Insurance coverage for an amount of one-and-one half times their annual salary to the nearest \$1,000.
- 20.2 The Board agrees to pay 90% of the cost of the monthly premiums for the Board's current Dental Plan based upon the current O.D.A. fee schedule (both effective January 1, 1990).
- 20.3 Effective January 1, 1986, the Board agrees to pay 50% (effective January 1, 1992, 75%) of the cost of the monthly premiums for a '\$200.00 reimbursement every 24 months' Vision Care Plan.
- 20.4 All of the above plans are equivalent to those currently provided by the Board and no changes in the specifications of the current plans will be made except by mutual consent between the Union and the Board.

## 20.5 Long Term Disability

The Board agrees to pay **75%** of the premium costs for a Long Term Disability Plan providing the enrolment requirements of the insurance carrier are satisfied. The basic conditions of the Long Term Disability Plan will be as follows:

- 20.5.1 70% benefit level.
- 20.5.2 6 month total disability as a qualifying period.
- 20.5.3 Disability is defined as own occupation for **2** years, and any occupation thereafter.
- 20.5.4 70% benefit level will be reduced by any applicable pension premiums.
- 20.5.5 The Board will continue to pay the Board's portion of the premium costs of applicable benefits for a period of **24** months from the date of eligibility for receipt of benefits under the Long Term Disability Plan.

20.6 New employees hired after June **9, 1981**, who work less than full-time shall have the Board's portion of premium costs for benefits pro-rated according to time worked.

## ARTICLE 21

### **SICK LEAVE PROVISIONS**

#### 21.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease requiring quarantining or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

#### 21.2 Annual Sick Leave

- 21.2.1 All full-time employees (i.e. **40** hours per week) shall be entitled to twenty (20) days of sick leave per year.
- 21.2.2 An employee joining the Board staff during the year shall be given current sick leave credits on the basis of **20/12** days for each months' employment.
- 21.2.3 The sick leave entitlement for part-time employees shall be pro-rated according to time worked.

#### 21.3 Accumulation of Sick Leave

- 21.3.1 The unused portion of an employee's annual sick leave shall accrue for his future benefits.
- 21.3.2 Sick leave credits shall not accumulate beyond a maximum of **240** days at any time.

21.3.3 Employees on LTD or WCB will accumulate sick leave in accordance with 21.2.1 and 21.2.3 up to a period of thirty (30) months. After thirty months, the sick leave accumulation will be frozen and will re-commence upon the employee's return to work.

21.4 Deductions from Sick Leave

21.4.1 The twenty days provided for sick leave each year must be used before an employee can use or call upon the days to his credit in his/her cumulative reserve.

21.4.2 An employee who has used the current year's sick leave may draw on his accumulated sick leave until the credit is exhausted.

21.4.3 Workmen's Compensation Pay Supplement

Employees shall be entitled to receive accumulated sick leave benefits, if any, to make up the difference between their normal wage earnings and their W.C.B. claim entitlement.

21.5 Verification of Absence Due to Illness

When an employee is absent from duty for reasons of illness for a period exceeding five consecutive school days, the illness shall be certified to by a qualified medical practitioner, dental practitioner, chiropractor or any other person acceptable to the Board. The Board reserves the right to request certification of an absence due to illness when this absence is for a period of five days or less.

21.6 Transfer of Sick Leave Credits

Sick leave credits accruing to an employee transferring to the Board's staff from another employer, shall be credited to that employee in accordance with the provisions of the Municipal Act R.S.O. - 1970, Chapter 284, Section 352, paragraph 65(b) and amendments thereto.

21.7 Sick Leave During Leave of Absence & Layoff

When an employee is given a leave of absence, with salary deduction, or is laid off he shall not receive sick leave credits for the period of such absence but shall retain his cumulative credit, if any, existing at the time of leave or lay-off.

21.8 Guarantee In the Event of Disability

Effective September 1st, 1972, the Board guarantees to all employees that, in the event of a disability, they will receive benefits at least equal to benefits as provided under the Unemployment Insurance Commission Act, to qualify for premium reduction.

21.9 Sick Leave Records

- 21.9.1 On June 30, 1976, and annually thereafter, any unused portion of sick leave days for the preceding year shall be entered in the ledger to the credit of each employee.
- 21.9.2 A statement shall be sent to each employee at the beginning of each school year which shows his absence during the previous year, and his balance, if any, in the Cumulative Sick Leave Reserve.

21.10 Service Gratuity

- 21.10.1 Upon retirement each employee shall be entitled to a service gratuity in accordance with Board Policy. (Retirement means the act of ceasing to be employed by the Board upon becoming eligible for and accepting a pension.)
- 21.10.2 In the event of an employee dying during his period of employment with the Board, payments of a service gratuity shall be made by the Board to the personal representative or the estate of the said employee in accordance with Board Policy.

**ARTICLE 22**

**LEAVE OF ABSENCE**

Leave of Absence may be granted to employees by the Board under the terms and conditions as set out below:

22.1 Leave of Absence without a Salary Deduction

22.1.1 Leave on compassionate grounds

22.1.1.1 Illness - immediate family;

This covers an absence from duty of an employee due to severe illness in his or her immediate family of up to, but not exceeding five work days on any one occasion. When used herein immediate family shall include only father, mother, husband, wife, son, daughter, legal guardian, sister, brother, father-in-law, mother-in-law.

All absences granted under **22.1.1.1** will be charged to the employee's sick leave credits.

22.1.1.2 Bereavement - immediate family;

This covers an absence from duty of an employee due to a bereavement in his or her immediate family of up to, but not exceeding five (5) working days on any one occasion. When used herein immediate family shall include father, mother, sister, brother, husband, wife, son, daughter, father-in-law,

mother-in-law, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law. Employees taking more than three (3) days bereavement leave will have their sick time reduced by the number of days they take in excess of three (3) days.

**22.1.1.3 Attendance at a family funeral;**

This covers an absence from duty of an employee for one work day for attendance at the funeral of a member of his or her family not listed in 22.1.1.1 or 22.1.1.2 above, or a close friend, with permission of the Superintendent of Business and Plant.

**22.1.2 Leave to write examinations:**

This covers an absence from duty of an employee to permit him or her to write examinations or trade tests leading to the advancement of the employee's academic or professional qualifications. An absence under this clause shall be for the period of the examination only, plus any required travel time to the place of the examination.

**22.1.3 Absence to Take Courses:**

Subject to Board authorization, an employee may be granted a leave of absence to attend a course approved by the Board for improving professional status.

**22.1.4 Absence on Board Business:**

An employee may be absent from duty on Board business when directed to do so.

**22.1.5 Absence for Jury Duty and Witness:**

Regular wages while attending jury roll call, serving on a jury, or acting as a witness will be maintained. Daily fees received from this duty will be remitted to the Board.

**22.1.6 Absence as a member of a Ministry Committee:**

An employee may be absent from duty when required to attend sittings of a Government Ministry Committee, provided that the Board endorses his or her appointment to the respective committees.

**22.1.7 Absence for other reasons:**

An employee may be absent from duty for a reason not set out in this Section, but which may be a valid one, but only when such a leave is granted by the Board.

22.1.8 Union Notification:

The Board will provide the Recording Secretary of the Union with a copy of the letter authorizing a leave of absence.

22.2 Leave of Absence with a Salary Deduction

Under this Section, Leave of Absence from duty may be granted to employees for the following reasons:

22.2.1 Attendance at a family graduation.

22.2.2 Attendance at a family wedding.

22.2.3 Attendance at a family anniversary.

22.2.4 Attendance at a convention or conference as a non-Board delegate.

22.2.5 Personal or family business, not specifically set out above.

22.2.6 Absence to a maximum of **18** weeks to a parent for the purpose of adopting a child. (See Appendix B)

22.2.7 Absence for a maximum period of one (**1**) year and not otherwise covered under this section, or Cumulative Sick leave plans, may be granted by **the** Board.

22.3 Deferred Salary Leave

Preamble

Contingent about appropriate computer software availability to automate the payroll and accounting requirements of the Plan, the Board agrees to implement the following Deferred Salary Leave Plan effective January **1, 1992**.

22.3.1 Description

The Deferred Salary Leave Plan has been developed to afford staff covered by this agreement the opportunity of taking a one (1) year or a **six (6)** month leave of absence and through deferral of salary, finance the leave.

22.3.2 Qualifications

Any employee having at least three (**3**) years seniority on permanent staff with The Board is eligible to participate in the plan.

22.3.3 Application

22.3.3.1 An employee must make written application to the Superintendent of Education (Staff Services) on or before May 1st requesting permission to participate in the plan.

22.3.3.2 Written acceptance, or denial, of the request with explanation will be forwarded to the applicant by the last school day in the school year the original request is made.

22.3.3.3 Approval of individual requests to participate in the plan shall rest **solely** with the Board. Salary deferral will commence on the first pay of the next school year (September).

#### 22.3.4 Payment Formula and Leave of Absence

The payment of salary, fringe benefits, and the timing of leave of absence shall be as follows:

22.3.4.1 (a) In each year of the plan, preceding the year of the leave, the employee will be paid a reduced percentage of his/her annual salary.

The remaining percentage, which cannot exceed  $33\frac{1}{3}\%$  of the annual salary, will be deferred and shall be retained for the employee by the Board to finance the year of leave.

(b) The calculation of interest under terms of this plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, one-year term deposit, a three-year term deposit and a five-year term deposit. The rates for each of the accounts' identified will be those quoted by the bank with which the Board deals.

Interest shall be calculated as above and credited to the employee's account on the day prior to the last regular working day of each month.

##### Example:

- i. Rates in effect at end of month x
- |                        |        |
|------------------------|--------|
| - true savings account | 9 1/2% |
| - 1 year term deposits | 10 %   |
| - 3 year term deposits | 9 3/4% |
| - 5 year term deposits | 9 3/4% |
| Average                | 9 3/4% |
- ii. Amount of salary plus interest on account in month x = \$1,000
- iii. Interest earned  $\$1,000 \times 9\frac{3}{4}\% \div 12 = \$8.12$

- (c) Any interest generated as in Article 22.3.4.1(b) shall be paid to the employee in the taxation year during which it was accrued.
- 22.3.4.2
- (a) While an employee is enrolled in the plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had he/she not been enrolled in the plan.
  - (b) Fringe benefits will be maintained by the Board during the leave of absence; however, the premium costs of all fringe benefits, during the leave, shall be paid by the employee.
  - (c) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan.
  - (d) While on leave, monies accumulated will be paid in accordance with the normal pay schedule.
  - (e) Although it is not recommended, an individual may withdraw the total monies accumulated in the fund upon the commencement of his/her leave. Since this option is not recommended, you are advised to contact your local Union Executive prior to selecting a lump sum withdrawal of payment.

22.3.5 Terms of Reference

- 22.3.5.1 The leave of absence period must not be **less** than six consecutive months.
- 22.3.5.2 The leave must commence no later than six years after the date of the first deferral of salary.
- 22.3.5.3 An employee on leave may not receive any remuneration from The **Lakehead** Board during the period of the leave other than the amount of salary deferred plus interest accrued as per Article 22.3.4.1.
- 22.3.5.4 An employee returning from leave must remain in the employ of the Board for a period of time at least equal to the period of time the employee was on leave.



- 22.3.5.5 Should an employee elect not to take the leave within the six-year period as indicated in Article 22.3.5.2, the salary plus interest accrued shall be paid to the employee no later than the end of the first taxation year after the expiration of the six-year period in Article 22.3.5.2.
- 22.3.5.6 An employee may withdraw from the plan any time prior to March 1<sup>st</sup> of the calendar year in which the leave is to be taken.
- Repayment shall be made on the May 1<sup>st</sup> immediately following the date of the employee's written request to withdraw from the plan is submitted to the Superintendent of Staff Services. Any exceptions to the aforesaid shall be at the discretion of the Board.
- 22.3.5.7 Sick leave credits will not accumulate during the leave, nor will the previous accumulation be reduced. For leaves less than a year sick leave credits will be prorated as per the leave.
- 22.3.5.8 OMERS deductions are to be continued as provided by the current ruling of the OMERS Board. The employee is responsible for their share and the employer's share of OMERS contributions for the period of the leave.
- 22.3.5.9 In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the year of the leave. In this instance, an employee may choose to remain in the plan, or receive repayment as per Article 22.3.5.6. However, the conditions of Article 22.3.5.2 and 22.3.4.1(b) would continue to apply.
- 22.3.5.10 Should an employee die while participating in the plan, any monies accumulated, plus interest accrued (see 22.3.4.1(b)) at the time of death will be paid to the deceased's estate.
- 22.3.5.11 All employees wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- 22.3.5.12 On return from leave, an employee will be assigned to his/her same position or, if said position no longer exists, the employee will be governed by the provisions of Article 14 effective the date of his/her scheduled return to work.
- 22.3.5.13 (a) Employees laid off in accordance with Article 14 must withdraw from the plan.

- (b) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the plan.

**22.4 Procedure for Obtaining Leave**

- 22.4.1 Applications for a Leave of Absence shall be made in writing to the Personnel Manager, stating the period and circumstances. The application should be made well in advance of the occasion to permit processing by the Board. In the case of illness or bereavement in the immediate family (**22.1.1.1** and **22.1.1.2**) written application will be waived due to the suddenness with which these events occur.
- 22.4.2 The employee's supervisor will be advised of the leave so that a temporary replacement, if required, can be made.
- 22.4.3 All salary deductions resulting from the granting of a leave under **22.2** will be made from the employee's cheque as soon as possible.
- 22.4.4 In the event that an application for leave is not granted by an administrative official of the Board, the employee may present his request to the Trustees of the Board.
- 22.4.5 Leaves of absence will not normally be granted in July and August except under unusual circumstances.

**ARTICLE 23**

**MEDICAL CERTIFICATE**

- 23.1 All new employees will be required to provide the Board with a medical doctor's certificate of fitness before final appointment to staff is made.
- 23.2 The Board agrees to pay for any medical forms required by the Health Management Program.

**ARTICLE 24**

**PREGNANCY, PARENTAL AND ADOPTION LEAVE**

- 24.1 The Board will grant pregnancy, parental and adoption leave in accordance with the provisions of the Employment Standards Act. (See Schedule B.)
- 24.2 The Board agrees to pay employees who qualify for U.I.C. benefits the equivalent of U.I.C. benefits during the two (2) week waiting period. The Board will seek the necessary approvals from the U.I.C. in order to implement this provision.

**ARTICLE 25**

**VACATIONS WITH PAY**

25.1 Employees covered by this agreement shall be granted vacations with pay on the following basis. Calculation of vacations shall be based on August 31st.

Effective January 1, 1991:

6 to 12 months of service	1 week
12 months of service	2 weeks
3 years of service	3 weeks
9 years of service	4 weeks
15 years of service	5 weeks
19 years of service	5 weeks + 1 day
21 years of service	5 weeks + 2 days
23 years of service	5 weeks + 3 days
25 years of service	6 weeks

25.2 Vacations are to be taken during July and August when practicable. Custodial staff must complete their vacation period one (1) week prior to Labour Day.

25.3 Employees with 20 years of service or more, vacations to be taken at a mutually agreeable time, during the calendar year. Employees with less than 20 years of service must take all of their vacation up to 4 weeks vacation during July and August, except as allowed under Article 25.4.

25.4 Employees with less than twenty (20) years of service may make application to take vacations outside of the normal July and August vacation period. The granting of such requests will be made at the sole discretion of the Board.

25.5 Maintenance staff may take vacation at any time during the year but a vacation period of more than three (3) weeks during the months of July and August will be at the discretion of the Superintendent of Business and Plant.

For each week of vacation (up to a maximum of three weeks) not taken during the months of July and August, a one-half day bonus (up to a maximum of one and one-half days) will be paid. An employee may request time off in lieu of the paid bonus.

25.6 When an employee is granted a leave of absence, with salary deduction, which aggregates twenty (20) working days or more during a calendar year, his vacation pay and entitlement shall be prorated according to time worked.

25.7 Subject to mutual agreement, on rare occasions, an employee may request or be requested to carry a week or more of his/her vacation into the next vacation year. However, under no condition shall vacation be extended beyond the extended year.

ARTICLE 26

STATUTORY HOLIDAYS

26.1 The following days shall be recognized as statutory or civic holidays without reduction in regular earnings. Time worked on such holidays at the request of the Board shall be paid at the rate of double time plus the employee's regular earnings. However, if an employee has strong religious convictions concerning working on Easter Sunday no employee would be so required to work.

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Eve (.5 day)
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

26.2 Each employee who has completed his/her probationary period shall be entitled to one (1) floating holiday which must be taken between December 24 and January 2. The day to be observed as the paid holiday will be mutually agreed to by the Union and the Board.

26.3 In the event an employee is on vacation, or is not scheduled to work when a statutory holiday occurs, the statutory holiday shall be re-scheduled at a mutually agreeable time.

26.4 Should any of the identified statutory holidays occur on a Saturday or Sunday, the Holiday shall be scheduled at a time mutually agreed to by the Union and the Board.

26.5 In lieu of Remembrance Day, employees shall be granted a floating holiday which shall be taken at a mutually agreeable time between the employee and his/her supervisor. The day must be utilized within the calendar year. Normally, an employee shall make a request, in writing, to his/her supervisor at least two weeks prior to the date requested for the floater.

In the event that Remembrance Day is restored as a school holiday, Remembrance Day will be re-instated as a statutory holiday.

26.6 A permanent part-time employee who is temporarily assigned to a position with a greater number of daily hours will receive holiday pay in accordance with Article 26 based on the greater daily hours provided that the employee works in the position on the regularly scheduled work day immediately preceding the paid holiday(s) in question.

ARTICLE 27

CLOTHING

27.1 The Board shall provide each member of the bargaining unit with a uniform.

27.2 The style and quality of the uniform shall be determined in consultation with the Union Negotiating Committee and the cost of a uniform issue shall not exceed \$165.24 in total for full-time employees.

27.3 The annual uniform issue for employees who work more than 20 hours per week shall be as follows:

- 2 pairs of trousers
- 3 shirts

Female employees may choose an alternate **style** of uniform.

27.4 The annual uniform issue for employees who work **less** than 20 hours per week shall be as follows:

- 1 pair of trousers
- 2 shirts

Female employees may choose an alternate style of uniform.

27.5 The Board will maintain a supply of protective clothing such as rubber gloves, coveralls, and other clothing that may be used for other than regular duties, including special clothing for use in potable and non-potable water.

## **ARTICLE 28**

### **CLOTHING ALLOWANCE**

28.1 In lieu of the provision of Article 27, for the period January 1, 1993 to December 31, 1995, the Board shall provide a clothing allowance as follows:

Effective January 1, 1993 to December 31, 1995, \$195.00 per year for each employee. A separate cheque will be issued.

28.2 The style and quality of the uniform shall be determined in consultation with the Union in accordance with the following guidelines:

28.2.1 Cafeteria staff - the colour of uniform shall be determined by the cafeteria staff in each school. All cafeteria staff in each school shall wear the same colour uniform.

28.2.2 Maintenance and Warehouse staff - dark brown pants and light or dark brown shirts

28.2.3 All other staff including Couriers and truck drivers - 2 shades of blue (dark bottom and lighter top)

28.3 Each employee shall submit to the Manager of Custodial Services proof of purchase of a uniform in the amount of the annual allocation.

28.4 Any new permanent employee hired between January 1 and June 30 will receive the full clothing allowance. Any new permanent employee hired after June 30 will receive one-half the clothing allowance.

- 28.5 After one year on the supply starting date list, an individual will be entitled to a one hundred and ninety-five dollar (\$195) clothing allowance. No individual will collect more than a full clothing allowance in any given year.

## **ARTICLE 29**

### **MILEAGE AND INSURANCE ALLOWANCE**

- 29.1 Where a maintenance employee drives his own vehicle from job to job, at the direction of the Board, he shall be paid a mileage allowance in accordance with Board Policy.
- 29.2 Effective January 1, 1982, a maintenance employee who utilizes his own vehicle to transport the full complement of tools required for the job, from job to job, will be paid five (5) cents per mile in addition to the mileage allowance in accordance with Board Policy.
- 29.3 Custodial employees required to travel to a satellite school from their home school shall be paid a mileage allowance in accordance with Board Policy for the distance from the home school to the satellite school.
- 29.4 Any employee required to attend meetings, at the request of the Board, shall be paid a mileage allowance in accordance with Board Policy for the distance from his assigned school to the location of the meeting and the return distance to his home school.

## **ARTICLE 30**

### **PERSONAL TOOLS - MAINTENANCE EMPLOYEES**

When an employee's personal tools are on Board property or in a Board vehicle, and are stolen or destroyed by fire or lost or damaged in transportation by the Board, the Board will replace such major losses by tools of equal value or compensate the employee for the value of the tools, unless caused by negligence of the employee. This clause does not cover minor losses; eg. pair of pliers.

## **ARTICLE 31**

### **COST OF LIVING ALLOWANCE**

- 31.1 Based on the October 1991 to the October 1992 Consumer Price Index, 1981 equals 100, if the cost of living increases during the above period by 6.5% or greater, effective December 31, 1992 the grid in effect on that day in Schedule "A". of the Collective Agreement, will be adjusted upwards by 1%.
- 31.2 Pay Periods and Pay Days:

Wages in accordance with schedule "A" shall be paid by cheque on a regular bi-weekly payday, except when interfered with by the occurrence of a paid holiday in which case the regular payday may be advanced by one (1) day.

## ARTICLE 32

### PENSIONS AND RETIREMENT

- 32.1 It is mutually agreed that all employees who were previously covered by the Pension Plan No. 7267G with the Sun Life Assurance Company of Canada, will be continued in the Sun Life plan. In addition to the Canada Pension Plan, all other employees will be covered by the Ontario Municipal Employees' Retirement System (OMERS).

Retirement will be in accordance with the rules and conditions of the Pension Plan.

- 32.2 Retired employees and those who have left the Board's employ after December 31, 1990 will receive retroactive wage increases and benefits from January 1, 1990 to the date of retirement or last day of employment.

## ARTICLE 33

### IN-HOUSE APPRENTICESHIP PROGRAM

- 33.1 Positions are complementary to normal Maintenance Department staff and would be filled following the normal posting process.

#### 33.2 Entrance Criteria

33.2.1 Applications would be received through the internal posting process. The posting would contain as a minimum the identification of the type of apprentice sought.

33.2.2 The required education qualification *is* a minimum of the completion of Grade 12, or equivalencies as agreed to by the Apprenticeship Committee.

33.2.3 Candidates must successfully complete a suitable aptitude test from an outside source as agreed to by the Apprenticeship Committee.

33.2.4 Candidates would be interviewed by a Selection Committee. The Selection Committee shall consist of two members selected by the Board and two members selected by the Union. One of the two members selected **by** the Union shall normally possess a journeyman ticket of the trade under consideration.

33.2.5 The Selection Committee shall be advisory only. The final decision rests with the Board subject to the provision of Article 15.3. The Union members of the Selection Committee shall not be used to defend any selection.

#### 33.3 Apprenticeship Type(s)

33.3.1 The type to be considered in any one year would be based on Board needs and projected retirements (based on age 65) in future years.

33.3.2 The Ministry's regulations regarding the ratio of apprentices to ticketed journeymen must be observed.

### 33.4 Apprenticeship Duration

- 33.4.1 The Program is to be designed to take on people with or without any apprenticeship background and bring them through the necessary training to completion of a journeyman's ticket.
- 33.4.2 The apprentice would be given two opportunities to successfully complete any one "school" session. Unsuccessful completion would result in being dropped from the program. Employees dropped from the program, after the initial six months, for this reason shall exercise their seniority rights through the job posting procedure.
- 33.4.3 During the first six months of an approved apprenticeship program the employee may choose to opt out of the program and return to their former position, or the Board may return the employee to their former position if the appointment is unsuccessful. In order to accommodate this right, the posting of the former position shall state that the incumbent has the right to return to the position for six (6) months. The employee displaced by the return to work shall obtain a position in accordance with the bumping procedure as defined in Article 14. The bumping procedure initiated by the displaced employee shall not displace the returning employee from his/her position. After this six month period the employee must complete the apprenticeship program - resignation or dropping out of the program (unless through illness or mutual agreement of the Board and the Union) shall constitute resignation from employment with the Board.
- 33.4.4 The Board agrees that once it has approved a specific apprenticeship that it will see it through to completion. Should reduced funding require a reduction of staff, the Board agrees to meet with the Union to discuss reasonable alternative arrangements to suspending the apprenticeship(s).
- 33.4.5 The progress of individuals and the program are to be reviewed by the Apprenticeship Committee.
- 33.4.6 There is no assurance of a journeyman's position upon completion. Normal lay-off and bumping procedures would apply, with their former classification used as the basis for wages, bumping and recall rights.

### 33.5 Full Time Trade Position

- 33.5.1 All vacancies for permanent trade position would be posted internally and are subject to the normal procedures.
- 33.5.2 Persons that have successfully completed their apprenticeship may apply.



33.6 Rate of Pay

33.6.1 Based on other rates in the collective agreement as follows:

<u>Year</u>	<u>Rate</u>
1	Custodian I - (start rate for 1st <b>six</b> months and <b>6</b> month rate for 2nd <b>6</b> months)
2	Custodian I - <b>12</b> month
3	Custodian II - <b>12</b> month
4	Chief Secondary - <b>12</b> month
5	Maintenance "A" Trade - <b>12</b> month
6	Full rate of certified trade (if employee remains with the maintenance department)

33.6.2 Pay during "school" sessions

Rate of pay shall be topped up to the maximum allowed by U.I. in accordance with the rates specified above, and paid directly by the Board if such payment is possible. All rights, privileges and benefits will continue as if working.

33.7 Grandfathering

- 33.7.1 All Maintenance staff on permanent employment with the Maintenance Department as of December 11, 1993, are to be protected from bumping (and recall) by any person who completes their apprenticeship with the Board through the in-house program.
- 33.7.2 If the Maintenance Department is required to lay off, the apprentices would be the first laid-off, and have right of recall to that apprenticeship classification.
- 33.7.3 Journeymen hired from outside the Bargaining Unit after December 11, 1993, may be bumped by an individual that completes their apprenticeship.

33.8 Conclusion

- 33.8.1 It is recognized that the program necessitates that the Board enter into apprenticeship agreements. The decision to proceed on this would remain with the Board

ARTICLE 34

MODIFIED WORK PROGRAM

34.1 Commitment to the Program

The parties are committed to the provision of suitable modified work to disabled employees. The Board's Modified Work Policy and the Union's involvement in the process confirm this commitment.

The Modified Work Policy provides for the placement of partially disabled employees into meaningful, productive work that is suitable to their disabilities and capabilities. It is designed to utilize their skills, while maintaining the integrity of the job and the quality of the work performed. The Policy permits the matching of an individual's restrictions and abilities with the demands of the job, while permitting self-placement into suitable jobs through the job posting procedure.

The Board and the Union recognize the benefits of a formal rehabilitation program for partially disabled employees who, because of injury or illness, are unable to perform their regular work. Every reasonable effort will be made to provide meaningful employment for both permanently and temporarily disabled employees.

#### 34.2 Union Involvement

An integral part of the Modified Work Program is the joint Union/Board Committee. The Union shall participate at all stages of the process, including amendments to the Board's Policy and Procedures.

#### 34.3 Remuneration While on Modified Work

34.3.1 Wages for modified work will normally not be **less** than pre-disability wages unless the employee chooses to work in a position of less hours or lower classification for reasons unrelated to the disability.

34.3.2 Where an employee's hours under Modified Work are shortened to accommodate the disability, further remuneration up to pre-disability earnings may be made up from sick leave credits, LTD benefits, or WCB supplement as appropriate, according to contractual and legal rights.

#### 34.4 Work Placement

The Modified Work Committee will be comprised of three members of the Board and three members of the Union, one who shall be on W.C.B. or L.T.D. The goal of placement is to place employees in jobs within the bargaining unit that, as closely as possible, resemble their pre-disability jobs, unless otherwise agreed by the Committee and the employee. The Committee shall have access to all relevant information as available to the Committee.

#### 34.5 Permanent Positions

The Modified Work Committee will attempt to identify permanent positions for disabled employees where these are required. Positions so identified are subject to written ratification by the Board and the Union.

If the placement of a disabled employee in a permanent position requires the waiver of any provision of this Collective Agreement, the prior written agreement of the Union and the Board must be obtained.

#### 34.6 Work Load of Fellow Employees

When the placement of a disabled employee results in an increase in workload of a fellow employee, including the amount of heavy tasks, the placement must be approved by the Modified Work Committee with timelines established to periodically monitor/review the situation.

### **ARTICLE 35**

#### **TEMPORARY MAINTENANCE EMPLOYEES**

35.1 When maintenance employees are required by the Board for a temporary period during June, July and August for special projects, the following terms and conditions apply:

35.1.1 Rate of pay shall be as per Schedule A.

35.1.2 With the exception of clause 15.5 and 15.11, temporary maintenance jobs shall be posted as per Article 15. Vacancies arising from the filling of posted positions need not be posted, and may be filled by temporary custodial employees as defined in Article 2.

35.1.3 With the exception of clause 18.8 and 18.9, hours of work shall be in accordance with Article 18.

35.1.4 The following articles do not apply to employees who, if any, are hired from outside:

35.1.4.1 Seniority - Article 12 and Article 13

35.1.4.2 Employee Benefits - Article 20

35.1.4.3 Sick Leave - Article 21

35.1.4.4 Leaves of Absence - Article 22.1

35.1.4.5 Vacations with Pay - Article 25

35.1.4.6 Statutory Holidays - Article 26

35.1.4.7 Clothing - Article 27 and Article 28

35.1.4.8 Layoff and Recall - Article 14

Temporary maintenance employees shall only be entitled to statutory benefits.

35.2 The Board and Union may mutually agree to apply the terms and conditions of this article for special projects at times other than June, July and August.

35.3 Temporary maintenance employees shall not be hired if a qualified employee is on layoff.

35.4 A current employee transferred to a temporary maintenance position through posting procedure will return to his/her formerly held position upon the expiration of the temporary maintenance position. A current employee shall not suffer any loss of seniority or benefits as per 35.1.4 above as a result of a transfer to a temporary maintenance position.

**ARTICLE 36**

**DURATION**

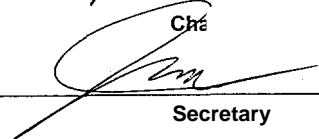
- 36.1 This agreement shall continue in effect from January 1, 1993 and expiring on December 31, 1995, and shall continue automatically thereafter for further periods of twelve (12) months each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the annual expiration date of its desires to amend, modify or terminate this agreement.
- 36.2 In the event of such notification being given as to the amendment of this agreement, negotiations between the parties shall begin within thirty (30) days following such notification.

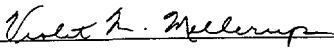
Dated at Thunder Bay this 11th day of December, 1993.

Accepted:

For The Lakehead Board of Education:

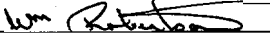
  
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Witness

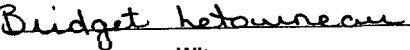
  
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Witness

For the Canadian Union of Public Employees, Local 2486:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Representative

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

SCHEDULE 'A' - SALARIES

Effective January 1, 1993 to December 31, 1995

	<u>Classification</u>	<u>Hourly</u>	<u>Jan. 1 1993</u>
1.	Head Custodian Secondary Schools	Start 6 mos. 12 mos.	16.74 16.95 17.16
2.	Head Custodian Elementary School (over 20 classrooms)	Start 6 mos. 12 mos.	15.80 16.01 16.22
3.	Head Custodian Elementary School (8 - 20 classrooms)	Start 6 mos. 12 mos.	15.57 15.77 15.97
4.	Head Custodian Elementary School (less than 8 classrooms)	Start 6 mos. 12 mos.	15.11 15.30 15.49
5.	Maintenance "A"	Start 6 mos. 12 mos.	18.67 18.88 19.09
6.	Maintenance "B"	Start 6 mos. 12 mos.	15.31 15.48 15.65
7.	Truck Driver	Start 6 mos. 12 mos.	14.81 15.04 15.27
8.	Labourer	Start 6 mos. 12 mos.	13.68 13.87 14.06
9.	Storekeeper	Start 6 mos. 12 mos.	15.75 16.03 16.30
10.	Warehouseman Class I	Start 6 mos. 12 mos.	14.95 15.15 15.35

	<u>Classification</u>	<u>Hourly</u>	<u>Jan. 1 1993</u>
11.	Warehouseman Class II	Start 6 mos. 12 mos.	14.22 14.42 14.61
12.	Deliveryman Class A	Start 6 mos. 12 mos.	14.83 15.03 15.23
13.	Deliveryman Class B	Start 6 mos. 12 mos.	14.48 14.68 14.88
14.	Custodian II and Weekend Pool Attendant	Start 6 mos. 12 mos.	14.83 15.03 15.23
15.	Custodian I	Start 6 mos. 12 mos.	13.68 13.87 14.06
16.	Cafeteria Manager	Start 6 mos. 12 mos.	15.11 15.30 15.49
17.	Cafeteria Assistant (Hourly)	Start 6 mos. 12 mos.	13.68 13.87 14.06
18.	Asbestos Abatement	Start	16.45

## PREGNANCY/PARENTAL LEAVES AND BENEFITS

This chart highlights the recent changes to the Unemployment Insurance Benefits and the Employment Standards Act regarding benefits for parents.

	FEDERAL (Unemployment Insurance)	(Employment Standards Act)	TOTAL BENEFITS
<b>PREGNANCY</b>	<ul style="list-style-type: none"> <li>two week waiting period (no UIC benefits)</li> <li>15 weeks of UIC benefits</li> </ul>	<ul style="list-style-type: none"> <li>allows up to 17 weeks of leave</li> </ul>	<ul style="list-style-type: none"> <li>benefits are the lesser of 55% of salary or the maximum established by UIC.</li> <li>Lakehead Board of Education pays equivalent to U.I.C. benefits during the two week waiting period</li> <li>UIC pays for 15 weeks following waiting period</li> </ul>
<b>PARENTAL</b>	<ul style="list-style-type: none"> <li>10 weeks of UIC benefits</li> <li>for natural or adoptive parents</li> <li>mother <b>OR</b> father <b>OR</b> shared</li> <li>5 additional weeks of UIC benefits if the adoptive child is six months or older and has an emotional, physical or psychological condition</li> </ul>	<ul style="list-style-type: none"> <li>up to 18 weeks of leave</li> <li>for natural or adoptive parents</li> <li>mother <b>AND</b> father are eligible</li> </ul>	<ul style="list-style-type: none"> <li>mother and father <b>MAY</b> share up to a combined total of 10 weeks of UIC benefits (at the lesser of 57% of salary or maximum established by UIC.)</li> <li>an additional 8 weeks of unpaid leave is available following the 10 paid weeks to either parent</li> <li>an additional unpaid leave of up to 18 weeks is available to the parent who has not taken any leave</li> </ul>
<b>CONDITIONS</b>	<ul style="list-style-type: none"> <li>parent must have had 20 weeks of insurable earnings in the last 52 weeks</li> <li>maximum of 30 weeks of combined sickness, maternity and parental UIC benefits in a 52-week period</li> </ul>	<ul style="list-style-type: none"> <li>must have been employed for at least 13 weeks by the same employer and must give at least 2 weeks notice</li> <li>seniority accumulates during the leave</li> <li>reinstatement to position held before leave is guaranteed</li> <li>employer will continue to pay its share of the parent's benefits if the parent continues to pay his/her share</li> </ul>	<ul style="list-style-type: none"> <li>benefit plans including vision, extended health, pension plans, life insurance, and dental will be maintained if the employee continues to pay his/her portion of the benefits</li> <li>the Lakehead Board may allow an unpaid leave of absence over and above the legislated time frames. If the employee wishes to continue benefits, the employee must pay both the employee's and employer's share.</li> </ul>

\*\*\* If you contemplate accessing any of the above benefits, contact Staff Services for clarification.\*\*\*



LETTER OF UNDERSTANDING

DIRECT DEPOSIT OF PAY CHEQUES

The Board and the Union agree to the following with regard to all employees who are not on direct deposit:

1. Within two (2) months of the date of ratification a meeting will be called
2. All affected employees are required to attend and provide the name and branch of bank or Credit Union and account number that the pay is to be deposited into.
3. Following this meeting these individuals shall be paid by direct deposit for a six month trial period.
4. Direct deposit will be discontinued only for those individuals who request this in writing to Staff Services within one month following the end of the trial period.
5. The Board will provide any related assistance with regard to banking requirements.

For C.U.P.E., Local 2486

For The Lakehead Board of Education

Wm Robertson  
Budget, Contracting  
Debra P. Swanson  
Sharon K. Blaney  
H.O.U.

Robin Hill  
Fred - Peter  
...

Dated at Thunder Bay, Ontario this 26th day of February, 1993.

**LETTER OF UNDERSTANDING**

**REGARDING PERSONAL HARASSMENT**

It is the responsibility of The Lakehead Board of Education to provide and maintain a working and learning environment where all individuals are free from harassment or intimidation. The parties respect the dignity and basic human rights of all individuals and recognize that harassment negatively affects relationships and threatens personal well-being.

The Board is drafting and formulating an employer-wide Policy and Procedures regarding personal and sexual harassment. The Board agrees that it will seek input from and consultation with all bargaining units regarding this document. When a final document has been approved the Board agrees that it is the responsibility of the Board to:

- a) Disseminate the harassment policy throughout The Lakehead Board of Education.
- b) Make reasonable efforts to ensure that employees have an awareness of the policy, their responsibilities under the policy and an understanding of the complaint resolution procedure.

The parties further agree to the formation of a joint Committee, consisting of two members from each, to study and make recommendations to the negotiating teams regarding language to be included in the next Collective Agreement. These will be forwarded to the next set of negotiations for consideration.

The parties agree that **this** letter of understanding forms part of the Collective Agreement.

For C.U.P.E., Local 2486

For The Lakehead Board of Education

Wm Robertson  
Bridget Kerpuran  
Diane P. Swenson  
Sharon S. Shewsky  
H D U

Robyn Hill  
Rebecca - Hts  
[Signature]

Dated at Thunder Bay, Ontario this 29th day of April, 1993.

# COLLECTIVE AGREEMENT

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