

Collective Agreement

Dated: 01 January 1993

Ending: 31 December 1994

Between:

The Lakehead Board of Education

Thunder Bay, Ontario

And:

**Office & Professional Employees
International Union**

Local 454

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THE LAKEHEAD BOARD OF EDUCATION

THIS AGREEMENT ENTERED INTO AND TO
BE IN EFFECT UNTIL DECEMBER 31ST,
1994

BETWEEN:

THE LAKEHEAD BOARD OF EDUCATION
Hereinafter referred to as
"The Board" of the first part

and

THE OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 454
Hereinafter called "The Union"
of the second part

WITNESSETH AS FOLLOWS:

ARTICLE 1

PURPOSE

- 1.1 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and the employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2

SCOPE

- 2.1 The Board recognizes the Union as the **sole** and exclusive bargaining agent of all office and clerical employees of The Lakehead Board of Education save and except for supervisors, persons above the rank of supervisor, students employed during the summer vacation period, and persons covered by an existing Collective Agreement binding upon the Board.
- 2.2 For the purposes of clarification, in accordance with the certification of The Ontario Labour Relations Board, dated February 23rd, 1970, it is agreed that:

- 2.2.1 the Accounting, Payroll and Accounts Payable Supervisors are not included in the bargaining unit;
- 2.2.2 the Assistant Superintendent of Business, the Comptroller, the Assistant Comptroller, and the Purchasing Agent are above the rank of Supervisor and are not included in the bargaining unit;
- 2.2.3 all Executive Secretaries and Administrative Secretaries employed in a confidential capacity relating to labour relations are not included in the bargaining unit.

ARTICLE 3

GENERAL

- 3.1 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine had been used.
- 3.2 There shall be no change in working conditions during the term of this Agreement except as may be mutually agreed to by the parties to this Agreement.
- 3.3 Every six (6) months the Board will supply the Treasurer of the Union with a list of additions to and deletions from the salary roll of employees eligible for membership in the Union, together with effective dates of hire and lay-off.
- 3.4 The employee is responsible for her current address being on record with the Board.

ARTICLE 4

DISCRIMINATION

- 4.1 It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation or membership or activity in the Union. It is not the intent of this provision to prevent the Board from instituting mandatory retirement.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.1 The Union recognizes the Board's authority to manage the affairs of the Board, to direct its working forces, hire, transfer, promote, demote, suspend and discharge for proper cause any employee, and to increase or decrease the working force of the Board, to reorganize, close, disband any department or section thereof from time to time as circumstances and necessity may require, provided that the Board shall not exercise these rights in a manner inconsistent with terms of this Agreement.

ARTICLE 6

UNION ACTIVITY

- 6.1 The Board and the Union agree that committee members and executive members have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to their business of administering this Agreement. Union officials may not leave their departments, without first securing permission from their Supervisors. Such permission will not be unreasonably withheld.
- 6.2 When entering a department other than her own, a Steward or Union officer must first contact the Superintendent of Business and Plant, or Principal, or her deputy, or the Supervisor of the department, and advise her as to the general nature of her business.
- 6.3 The Board will notify the Union of new employees.
- 6.4 The Negotiating Committee of the Union and the Board representatives shall meet on mutually acceptable dates providing there is business which requires joint consideration. An Agenda will be submitted by either party five (5) days in advance of the meeting.
- 6.5 **The** Board acknowledges the right of the Union to appoint or otherwise select and recognize, a Negotiating Committee of not more than six (6) members who are employees of the Board.
- 6.6 Negotiations relating to modifications of this Agreement may be carried on during the regular working hours of the members of the Negotiating Committee.
- Members of the Negotiating Committee who are employees of the Board shall not suffer loss of pay while engaged in such negotiations.
- 6.7 The Union shall have the right at any time to have the assistance of representatives of the Office and Professional Employees International Union.

ARTICLE 7

UNION SECURITY

- 7.1 All present employees covered by this Agreement shall become members of the Union and shall continue as such for the duration of this Agreement as a condition of employment,
- 7.2 New employees shall, as a condition of employment, be required to make application for membership in the Union, and receive a copy of the current Collective Agreement from the Staff Services Department.
- 7.3 The Board shall notify the Union Treasurer each month of the names of the persons who have completed their probationary periods.
- 7.4 A temporary employee is defined as follows:
 - 7.4.1 An employee who is hired to replace someone who is absent due to illness or leave of absence granted by the Board.
 - 7.4.2 An employee who is hired for an overload work situation which shall not exceed three (3) continuous months in any one (1) calendar year unless mutually agreed otherwise between the Board and the Union.
 - 7.4.3 An employee who is hired to fill a temporary position as a result of 15.17 (a).
- 7.5 If a temporary employee is required for an overload work situation in any one area in excess of three (3) months in any one (1) calendar year, the area will be examined and monitored to see if additional staff is required. Information pertinent to the overload situation will be shared with the Union.
- 7.6 A temporary employee shall not work longer than three (3) months in any temporary position, unless the position has been posted, and no permanent staff member submits a job bid, or if the temporary vacancy is for less than six (6) months and was created by a temporary posting.
- 7.7 The Board shall advise the Union President, monthly, in writing, of temporary employees indicating the position hired for, and the approximate time required to complete the specific assignment for which they were hired.
- 7.8 A temporary employee's service shall not exceed three continuous months in any one (1) calendar year. In the event it is required to exceed three (3) continuous months, the job shall be posted unless mutually agreed otherwise between the Board and the Union.

7.9 CASUAL EMPLOYEES

A casual employee is defined as an employee who does not work a set number of hours on a weekly, monthly, or yearly basis, and is not a temporary employee as defined in 7.4, e.g. Night School and Summer School Secretaries.

7.9.1 A casual employee shall be eligible only for the following terms and conditions in this Agreement.

7.9.1.1 Seniority defined as follows:

- (a) Effective from May 1, 1983, a casual employee shall accumulate seniority based on the number of hours worked, with 1500 hours equalling one year of seniority.
- (b) Seniority can only be used for the job posting procedure and retention of a casual position.

7.10 The Board shall advise the President of the Union, in writing, of all employees hired, fired or laid-off.

ARTICLE 8

CHECK-OFF

8.1 The Board will deduct from the salaries of bargaining unit employees, initiation fees and dues as laid down by the Constitution and By-laws of the Union.

8.2 At the end of each calendar month, the Board shall remit by cheque to the Treasurer of the Union, the total of the deductions for union dues. The cheque shall be remitted to the Union as soon as possible but not later than the fifteenth day of the following month.

ARTICLE 9

PROVISIONS FOR UNION MEETINGS

9.1 The Board shall allow the use of one of its school rooms, without charge, to the Union for the purpose of holding its Executive and monthly General Meetings. Application for such use shall be made to the Administrative Office.

ARTICLE 10

STRIKES OR LOCKOUTS

- 10.1 During the term of this Agreement, the Board or its representatives shall not cause any lockouts, and the Union agrees that neither it nor its representatives shall cause or sanction any strikes, or interruption of work.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 DEFINITIONS

- 11.1.1 A grievance is defined as a dispute between the Board and one or more of its employees with reference to the interpretation or application of the terms of this Agreement.
- 11.1.2 The Union Grievance Committee shall consist of three (3) members of the Union Negotiating Committee and the appropriate Union Steward.
- 11.1.3 The Board Grievance Committee shall consist of the Chair of the Board, the Superintendent of Education - Staff Services, and one other Trustee.

11.2 PROCEDURE

- 11.2.1 An employee having a complaint, or one designated member of a group having a complaint, shall first discuss the complaint with the appropriate Supervisor.
- 11.2.2 If the complaint cannot be resolved within five (5) working days, the employee shall submit the complaint, within three (3) working days of the reply from the Supervisor, to the Union Grievance Committee.
- 11.2.3 If the reply from the Supervisor in 11.2.2 is not satisfactory, the Union Grievance Committee shall verbally submit the matter, within five (5) working days from receipt of the complaint from the grievor, to the Labour Relations Officer. The Labour Relations Officer shall give a verbal ruling to the Union Grievance Committee within three (3) working days.
- 11.2.4 If the verbal ruling from the Labour Relations Officer fails to resolve the grievance to the satisfaction of the Union Grievance Committee, the Union Grievance Committee shall submit the grievance, within three (3) working days from the Labour Relations Officer's verbal ruling, in writing, to the Superintendent of Business and Plant, who shall give a written ruling concerning the grievance to the Union Grievance Committee within five (5) working days after receipt of the written notice from the Union Grievance Committee.

11.2.5 If the written ruling from the Superintendent of Business and Plant fails to resolve the grievance to the satisfaction of the Union Grievance Committee, the Union Grievance Committee shall submit the grievance, within five (5) working days after receipt of the written reply from the Superintendent of Business and Plant, in writing, to the Board Grievance Committee, which shall give a written ruling concerning the grievance to the Union Grievance Committee within ten (10) working days after receipt of notice from the Union Grievance Committee.

11.2.6 If the written ruling from the Board's 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 12.

11.3 All time limits may be extended by mutual agreement

11.4 An allegation by the Union that the Agreement has been misinterpreted or violated may be lodged, in writing, as a policy grievance, and shall be presented to the Labour Relations Officer by the Union Grievance Committee as per 11.2.3.

An allegation by the Board that the Agreement has been misinterpreted or violated may be lodged, in writing, as a policy grievance, and shall be presented to the Union Grievance Committee as per 11.2.5.

11.5 No grievance will be considered by the Board from the Union, or by the Union from the Board, if the circumstances of such grievance occurred more than ten (10) working days prior to its original presentation, or the grievor's knowledge of it.

ARTICLE 12

ARBITRATION

12.1 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) working days thereafter, the parties are unable to select, by mutual agreement, a single Arbitrator, then each party shall name an Arbitrator and the two (2) so named shall, within ten (10) working days, select a third person to act as Chairman of the Board of Arbitration. If the two (2) named fail to agree upon a third person within the set ten (10) working days, the matter shall be referred to the Minister of Labour of the Province of Ontario, for the appointment of a third person to act as Chairman.

12.2 The decision of the Arbitrator shall be final and binding upon both parties.

12.3 The decision of the Arbitrator shall not alter, add to, subtract from, modify or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator shall, however, in respect of a grievance involving the

suspension or discharge of an employee, be entitled to modify or set aside such penalty if, in the opinion of the Arbitrator, it is just and equitable to do so.

- 12.4 Both parties shall contribute equally to the expenses **and** remuneration required by the Arbitrator.
- 12.5 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned **as** witnesses and other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any of the offices to view any working conditions which may be relevant to the settlement of this grievance.
- 12.6 Both parties agree that the Ministry of Labour may appoint a Settlement Officer to confer with the parties and endeavour to effect a settlement prior to a hearing by an Arbitration Board or a single Arbitrator.

ARTICLE 13

DISCHARGE AND SUSPENSION CASES

- 13.1 When an employee has been dismissed, she shall have the opportunity of interviewing a union representative in private for a reasonable period of time before leaving the Board premises.
- 13.2 A claim by an employee that she has been unjustly suspended or discharged shall be treated as a grievance and handled in accordance with Article 11, commencing at 11.2.2.
- 13.3 The term "employee" under this section shall refer only to employees who have completed their probationary periods.
- 13.4 The Board will verbally notify the Union of any letter of discipline, suspension, or discharge sent to a union member. The Union will be notified within five (5) working days of the employee's receipt of said letter.

ARTICLE 14

PROBATIONARY PERIOD

- 14.1 New employees hired for permanent positions shall serve as probationary employees until they have completed three (3) months of service within a twelve (12) month period from the first day of employment. 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 the Union.

- 14.2 Upon written request of the Board, the probationary period may be extended one additional month. After completion of the probationary period, an employee shall have attained seniority and shall be credited with seniority equal to the probationary period.
- 14.3 A probationary employee shall be entitled to all rights and privileges of this Agreement.

ARTICLE 15

JOB POSTING

- 15.1 All job vacancies coming within the bargaining unit shall be posted one month prior to the day the job will become vacant. If sufficient notice is not received to do this the job will be posted one week after receipt of such notice, if possible.
- 15.2 A vacancy shall be posted with the same functional duties as the previous incumbent performed, except as required by Article 29, Technological Change. This does not preclude the right of the Supervisor(s) to structure the office to ensure the best possible office efficiency.
- 15.3 An Assistant Head Secretary vacancy shall be posted with a qualifier stating that if the successful applicant does not already hold a Secretarial position in the school in question, she would assume the same basic functional duties as the previous incumbent performed (this basic function would be indicated on the posting). However, if the successful applicant already holds a Secretarial position at the school in question, she shall have the option of either maintaining her present duties or assuming the duties performed by the previous incumbent, as long as the selection doesn't interfere with the efficient functioning of the office.
- 15.4 All job vacancies coming within the bargaining unit shall be posted for a period of five (5) working days on the bulletin board in each school or office work centre. The posting shall show the classification vacant, requirements of the job, the time worked, and the approximate date the job is to commence. If a job classification (title) changes, the posting shall reflect the previous title.
- 15.5 With the exception of temporary positions as per 15.18(a), positions arising from an absence of more than twelve (12) months shall be posted as a vacancy.
- 15.6 Applicants for the posted position shall apply in writing to the Labour Relations Officer, with a copy to the Union President.
- 15.7 All applicants will be advised in writing of their acceptance or rejection and reasons thereto on their job bid within ten (10) working days of the selection and acceptance of the successful applicant.
- 15.8 If an employee on a leave of absence is the successful applicant on a job posting, her leave of absence shall be terminated.

- 15.9 If an employee who is absent due to illness or long term disability is the successful applicant on a job posting, she must be able to assume the duties of the position by the effective date on the job posting.
- 15.10 Applications must be received by the Staff Services Department by 9:00 a.m. of the working day following the closing date of the posting.
- 15.11 Subsequent postings arising from the filling of the original posting shall be posted for three (3) working days.
- 15.12 The date of posting shall be the date the posting is received at each location.
- 15.13 15.13.1 The Board shall inform in writing on the day of appointment the President of the Union and all employees who bid on posted vacancies of the name and seniority of the successful applicant.
 - 15.13.2 A temporary vacancy of less than 6 months, created by a temporary posting, need not be posted.
- 15.14 The Board agrees to fill job vacancies in order of seniority from within the bargaining unit before hiring new employees, providing the applicants have the qualifications required for the vacant position.
 - 15.14.1 The successful applicant will be placed on a trial period for up to three (3) months of service which may be extended for one (1) additional month upon notifying the Union in writing. During this time, necessary training shall be given on procedures and equipment. If any employee does not successfully complete the trial period, such employee shall revert to her previously held position, or in the event her previously held position has been abolished, to a comparable or like position without loss of salary standing. During the first thirty (30) working days of placement in a new position, an employee will be allowed to voluntarily revert to her formerly held position.
 - 15.14.2 If an employee is abusing the posting procedure by moving from job to job (job-hopping) throughout the system during short periods of time, the Board has the right to reject an application for a posted position from such employee if it is made within six (6) months of the date the employee was last awarded a posted position.
 - 15.14.3 The successful applicant will receive a minimum of three (3) working days notice prior to transferring to a new position.
- 15.15 Where practicable, successful applicants shall be moved into their new position within one (1) month of acceptance of the new position. Where extra time is required and the employee cannot be moved within one (1) month, the employee shall be paid the rate of pay for the new position or their present rate, whichever is higher after one (1) month.

If extra training is required or the move is impracticable at the time of the year, a committee comprised of two (2) union representatives and two (2) Board representatives will meet to discuss and implement a suitable time frame for the move(s) to occur.

15.16 No job postings for regular employees will be made during the months of July and August.

15.17 All job vacancies coming within the bargaining unit which are:

- (a) Created by Long Term Illness
- (b) Created by Extended Leave of Absence
- (c) Available in accordance with 15.18(a)

shall be posted as per 15.4 as a temporary replacement. Successful applicants for such temporary replacement shall revert to their previously held position upon the return to work of the employee whose position was so filled.

15.18 (a) In the event that a position becomes available in a school which has been identified for closure, the position will be posted as temporary.

(b) If the school does not close, the job will be re-posted in accordance with Article 15.4

ARTICLE 16

SENIORITY

16.1 Seniority for new employees shall be established after completion of the probationary period.

16.2 Seniority shall mean length of continuous service with the Board since date of last hire to a position in the bargaining unit. Effective October 2, 1989, seniority shall include continuous time worked immediately prior to appointment to a permanent position in the bargaining unit.

16.3 Seniority lists showing employee's seniority, classification, category and time worked shall be provided twice a year (March and October) to the Union members.

16.4 When an employee is in receipt of LTD benefits the following conditions apply:

16.4.1 Seniority accumulates for thirty (30) months or length of active service with the Board whichever is the lesser, from the date of disability.

16.4.2 Seniority shall be frozen at the end of the period set out in 16.4.1.

16.4.3 One month after an employee's seniority is frozen, her name and employment date will move one month down the seniority list and will continue to do so on

a monthly basis until she returns to work and commences to accumulate seniority again, or until she loses all previously accumulated seniority.

- 16.5 During an authorized unpaid leave of absence, the following conditions apply:
 - 16.5.1 Seniority accumulates for twelve (12) months or length of active service with the Board whichever is the lesser, from the start of the leave of absence.
 - 16.5.2 Seniority shall be frozen at the end of the period set out in 16.5.1.
 - 16.5.3 All seniority rights shall be lost 24 months after the start of the leave of absence.
 - 16.5.4 One month after an employee's seniority is frozen, her name and employee date will move one month down the seniority list and will continue to do so, on a monthly basis, until she returns to work and commences to accumulate seniority again, or until her seniority has been frozen for twelve (12) months.
 - 16.5.5 During the first year of leave, the employee may return to her former position in accordance with clause 17.8.1. During the second year of leave, the employee may return to a position with the Board in accordance with clause 17.8.2. An employee shall pay the equivalent of union dues, in accordance with the Union Constitution, throughout her period of leave up to a maximum of two years.
 - 16.5.6 A Leave of Absence will not be granted in order that the employee could accept alternate employment unless mutually agreeable to both parties.
- 16.6 An employee transferred to a temporary position with the Board excluded from the bargaining unit shall be subject to the following terms and conditions:
 - 16.6.1 The period of exclusion shall be up to twelve months, which may be extended by mutual consent between the Employee, the Union, and the Board.
 - 16.6.2 Seniority shall continue to accumulate for the length of the temporary transfer.
 - 16.6.3 The employee shall pay the equivalent of union dues bi-weekly by payroll deduction for the duration of the transfer.
 - 16.6.4 The employee shall return to her former position in accordance with clause 17.8.3.
- 16.7 An employee who accepts a permanent position with the Board out of the bargaining unit, and later returns to a position in the bargaining unit, shall be subject to the following terms and conditions:

- 16.7.1 Her seniority shall be frozen at the time of transfer. This seniority may be used for the job posting procedure during the first year.
- 16.7.2 If the employee returns to the bargaining unit at any time during her second year in the excluded position, she shall be credited with half her previous seniority or two (2) years, whichever is the lesser. In the application of this clause, it is agreed that the employee has no seniority for the purposes of job posting and only after she returns to the bargaining unit shall she be credited with seniority as above.
- 16.7.3 In the application of 16.7.1 and 16.7.2 an employee shall pay the equivalent of union dues bi-weekly by payroll deduction throughout her period of exclusion up to a maximum of two (2) years. An employee may, in writing, opt out of such payments and shall lose all seniority as of the date of cancellation of such payments.
- 16.7.4 After two years from the date of transfer, she shall lose all seniority rights.
- 16.7.5 The employee may be returned to the bargaining unit in accordance with clause 17.7.1 and 17.7.2.

ARTICLE 17

**LAY-OFF, RECALL, TRANSFER, RETURN TO WORK AFTER LEAVE
OF ABSENCE OR LONG TERM DISABILITY**

- 17.1 In all cases of lay-off, recall, and transfer, the Board shall apply the principle of seniority, providing the employee has the qualifications and/or equivalent experience required for the position.
- 17.2 Employees shall be given necessary training time on procedures and equipment.
- 17.3 An employee covered by this Agreement shall not be transferred to a position excluded from this Agreement unless she agrees to such transfer.
- 17.4 If an employee who works on a video display terminal and who is pregnant requests a transfer, the Board will attempt to facilitate a transfer to a position not requiring video display terminal work.
- 17.5 17.5.1 If the Board finds it necessary to temporarily transfer an employee to a classification carrying a lower rate of pay, the employee shall continue to be paid at her present salary.
- 17.5.2 An employee who is requested to relieve on a higher paid position will have her salary adjusted as follows:

- 17.5.2.1 For the first five (5) working days in the new position, the employee's present rate of pay will be maintained.
 - 17.5.2.2 After completion of the initial five (5) working day period mentioned above, the employee's rate of pay will be adjusted to the rate of pay for the higher paid position for every subsequent full day worked in that new position.
 - 17.5.3 When an employee is designated by a Superintendent to temporarily assume additional responsibilities of a position excluded from the bargaining unit, the employee may receive an allowance of up to 10% of her own rate of pay for the period of time so designated.
- 17.6 An employee laid off for a period of twenty-four (24) calendar months will lose all seniority rights with the Board.
- 17.7 An employee who accepts a position out of the bargaining unit may return to a position in the bargaining unit on the following basis:
 - 17.7.1 An employee returned to the bargaining unit within three (3) months shall be returned to her previously held position, or in the event her previously held position has been abolished, to a comparable or like position without loss of salary standing or seniority status.
 - 17.7.2 An employee returning to the bargaining unit after three (3) months shall return to a position to which she is entitled, as provided in Article 15.
- 17.8 17.8.1 An employee who is absent from work due to illness, or an extended leave of absence, for a period of less than twelve (12) months, shall be guaranteed her former position upon returning to work provided the job still exists. If the job no longer exists, the employee will be placed in accordance with the lay-off and recall procedure.
- 17.8.2 An employee who is absent as above for more than twelve (12) months shall not be guaranteed return to her former position with the Board but will upon her return to work be placed in accordance with the lay-off and recall procedure.
- 17.8.3 An employee transferred to a temporary position with the Board excluded from the bargaining unit shall be guaranteed her former position upon returning to the bargaining unit provided the job still exists. If the job no longer exists, the employee will be placed in accordance with the lay-off and recall procedure.
- 17.9 If a position is increased in time the incumbent staff member shall have the opportunity to increase her time to equal the available position.

- 17.10 If the incumbent does not wish to increase her time, the full position shall be posted, and the incumbent shall obtain another position via the bumping procedure as per 17.13.
- 17.11 In the case of one full-time position being fulfilled by two incumbents the following terms and conditions will be adhered to:
- 17.11.1 If one of the incumbents leaves her position the remaining staff member may increase her time to equal the position available. If the remaining staff member does not wish to increase her time, the full position shall be posted and the incumbent shall obtain a position via the bumping procedure as per 17.13.
- 17.11.2 If both incumbents leave their positions, the full position shall be posted.
- 17.11.3 In the event that the position is increased in time the following terms and conditions will be adhered to:
- 17.11.3.1 The incumbent with the greater seniority shall have the opportunity to increase her time up to, but not more than, a full-time position.
- 17.11.3.2 If she does not wish to increase her time the second incumbent shall have the same opportunity.
- 17.11.3.3 If she does not wish to increase her time this full position shall be posted, and she shall obtain another position via the bumping procedure as per 17.13.
- 17.12 If the allotment of staff assigned to a school or a department of the Education Centre decreases, the incumbent in the classification to be reduced, with the least seniority, shall have the opportunity to accept a decrease in time or obtain another position via the bumping procedure as per 17.13. If a full time position is reduced by 0.5, the incumbent shall also have the option of retaining 0.5 of her present position and bumping another 0.5 position as per 17.13.
- 17.13 Procedures for Layoff and Recall
- Should a bumping situation arise, the President of the Union and the Labour Relations Officer will discuss the options of following the process outlined in 17.13.1 or the process in 17.13.2. If the two parties are unable to reach agreement on which process to use, the process outlined in 17.13.2 will be used.
- 17.13.1 STEP #1 An employee declared redundant may bump anyone on the list produced below or anyone with less seniority than the least senior employee on the list provided she has the required qualifications. The redundant employee shall exercise her bumping rights within two (2) working days of receipt of the bumping list.

Bumping List

The Board and the Union will jointly prepare a bumping list consisting of ten (10) positions, all of which the redundant employee is qualified for. This list shall be prepared as follows:

1. The ten (10) most junior employees in the same classification, same time, same months **per** year, with less seniority than the redundant employee.
2. If ten employees are not available as in 1 above, then the least senior employees in the same category, same time, same months per year, with **less** seniority than the redundant employee, will be added to make ten (10) names on the list.
3. If ten (10) employees are not available as in 1 and 2 above, then the least senior employees from one (1) category lower, same time, same months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
4. If ten (10) employees are not available as in 1 to 3 above, then the least senior employees from two (2) categories lower, same time, same months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
5. If ten (10) employees are not available **as** in 1 to 4 above, then the least senior employees from three (3) categories lower, same time, same months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
6. If ten (10) employees are not available as in 1 to 5 above, then the least senior employees in the same classification, same time, **less** months per year, with less seniority than the redundant employee will be added to make ten (10) names on the list.
7. If ten (10) employees are not available **as** in 1 to 6 above, then the least senior employees in the same category, same time, **less** months per year, with less seniority than the redundant employee will be added to make ten (10) names on the list.
8. If ten (10) employees are not available as in 1 to 7 above, then the least senior employees from four (**4**) categories

lower, same time, same months per year, with less seniority than the redundant employee will be added to make ten (10) names on the list.

9. If ten (10) employees are not available as in 1 to 8 above, then the least senior employees from one (1) category lower, same time, less months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
10. If ten (10) employees are not available as in 1 to 9 above, then the least senior employees from five (5) categories lower, same time, same months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
11. If ten (10) employees are not available as in 1 to 10 above, then the least senior employees from two (2) categories lower, same time, less months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
12. If ten (10) employees are not available as in 1 to 11 above, then the least senior employees from six (6) categories lower, same time, same months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
13. If ten (10) employees are not available as in 1 to 12 above, then the least senior employees from three (3) categories lower, same time, less months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
14. If ten (10) employees are not available as in 1 to 13 above, then the least senior employees from seven (7) categories lower, same time, same months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
15. If ten (10) employees are not available as in 1 to 14 above, then the least senior employees from four (4) categories lower, same time, less months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.

16. If ten (10) employees are not available as in 1 to 15 above, then the least senior employees from subsequent lower categories, same time, less months per year, with less seniority than the redundant employee, will be added to make ten (10) names on the list.
17. If ten (10) employees are not available as in 1 to 16 above, then the above procedure will be repeated in regards to employees with less time than the redundant employee.
18. In the case of a full time position being reduced by 0.5, the list produced above will be examined to insure that there are at least five (5) 0.5 positions included. If the above list does not include five (5) 0.5 positions, the procedure outlined in 17 above will be continued until there are five (5) 0.5 positions, or there are no other 0.5 positions available.
19. Each employee whose position is eligible to be bumped will be advised prior to the distribution of the bumping list.

STEP #2 Once an employee has been bumped, she may bump in accordance with Step #1.

STEP #3 If there are no employees available with less seniority as outlined in Step #1, the redundant employee shall be laid off.

No jobs will be posted within the system until all the procedures of Steps 1, 2 and 3 have been completed.

An employee shall be recalled from layoff through the job posting procedure. Employees shall lose all seniority rights with the Board should they be laid off for a period longer than 24 calendar months.

Copies of job postings will be forwarded to the home address of any employees who have been on LTD for less than two years, or on Lay-off. The employee is solely responsible for her current address being on record with the Board.

17.13.2 Placement Meeting

1. When a placement meeting is called, each employee affected, or potentially affected, will attend the meeting.
2. The Board and the Union will select a time for the placement meeting that will allow the necessary staff to attend during working hours, while minimizing the cost of replacement staff.

3. The intent of the placement meeting is to complete the bumping process while minimizing the adverse effects on the employees and the Board. It is the intent of the parties to continue the same rights, privileges and benefits as the collective agreement now allows, and only to limit the time an employee has to make a decision.
4. The President of the Union and the Labour Relations Officer will meet with each employee affected or potentially affected on a specific date prior to the placement meeting to develop a bumping list, clarify the process, and answer any questions employees may have. Each list will identify the positions as per Article 17.13 and will also identify an additional five (5) positions, if available, to be added to the list should some of the positions on the list cease to be available.
5. All available positions will be posted prior to the placement meeting. Should no union member bid on a position, it will be deemed "vacant", brought to the placement meeting and offered as an alternative to bumping.
6. Upon receipt of the bumping list, it is the responsibility of the employee to contact the Principal or Supervisor of each position in which the employee is interested to confirm position responsibilities, hours of work, etc.
7. On the day of the placement meeting, each surplus person, in order of seniority, most senior first, shall be asked to come forward and meet with Board and Union officials to:
 - 7.1 confirm the names on the bumping list
 - 7.2 select a position from the list to bump.
8. After the selection has been made, the results will be announced to the employees in attendance in order that their bumping lists may be amended. Employees with more seniority than the most senior surplus person at that time will be asked to leave the meeting and return to work.
9. It is the intent of the board not to implement any administrative transfers during this process.

ARTICLE 18

NOTICE OF TERMINATION

- 18.1 When employment is terminated, except in the case of discharge for cause, the Board shall give notice as outlined below, subject to all other provisions of the Employment Standards Act, Part XII Termination of Employment.
- 18.1.1 One week's notice in writing to the employee if her period of employment is less than one year.
- 18.1.2 Two weeks' notice in writing to the employee if her period of employment is one year or more but less than three years.
- 18.1.3 If the employee has three or more years of employment she will receive one week's written notice for each year of employment, with a maximum required notice of eight weeks.
- 18.2 The employee shall give two (2) weeks' notice or, failing to do so, will receive the minimum vacation indemnity to which she is entitled by law.

ARTICLE 19

LOSS OF SENIORITY

- 19.1 An employee shall lose all seniority rights for any of the following reasons:
- 19.1.1 Voluntary resignation.
- 19.1.2 Discharge for cause (providing employee is not subsequently reinstated pursuant to provisions of grievance procedure).
- 19.1.3 Failure to return to work or to provide in writing a valid reason for inability to do so within ten (10) days after being recalled by registered mail.
- 19.1.4 If an employee utilizes a leave of absence for purpose other than those for which it was granted, or, if she overstays a leave of absence granted by the Board and does not secure an extension of such leave in advance unless a satisfactory reason is provided.

ARTICLE 20

CUMULATIVE SICK LEAVE AND SHORT TERM DISABILITY

- 20.1 The cumulative sick leave plan as described herein applies only to those employees who were hired prior to September 1, 1986 and who did not opt into the short term disability plan as provided for in 20.7.4.

Sick Leave shall be as provided in accordance with the provisions of:

20.1.1 The Education Act.

20.1.2 The Municipal Act R.S.O. 1970, Chapter 284, Section 352 paragraph 65 (b) and amendments thereto.

20.2 OBJECTS OF THE PLAN

20.2.1 To protect employees of The Lakehead Board of Education in the event of a serious illness, from loss of wages, by allowing them to use the accumulated unused portion of their annual sick leave allowance.

20.2.2 20.2.2.1 To provide employees upon permanent lay-off with a gratuity in the manner set out in Article 27 of this agreement.

To provide employees upon retirement with a gratuity calculated as follows:

$$\frac{NY \times SAL \times DR \times 50}{30 \times 240 \times 100}$$

where:

NY is the number of years of service with The Lakehead Board of Education (to a maximum of 30 years).

SAL is the annual salary at time of retirement.

DR is the number of days remaining in the Cumulative Sick Leave Bank.

20.2.2.2 The monetary figure generated by the service gratuity formula in accordance with Board Policy may be converted to equivalent time off at the employee's then current salary. This time-off may only be taken immediately prior to retirement.

20.2.2.3 In the event of an employee dying during her period of employment with the Board, payments of a service gratuity shall be made by the Board to the personal representatives of the estate of the said employee.

20.3 DEFINITIONS

20.3.1 Wherever used herein, "Board" shall mean The Lakehead Board of Education.

20.3.2 Wherever used herein, "Employee" shall mean any member of the O.P.E.I.U. in the employ of the Board.

20.3.3 Wherever used herein, the female pronoun includes male employees unless the context indicates otherwise.

20.3.4 Wherever used herein, "Retirement" means the act of ceasing to be employed by the Board upon becoming eligible for and accepting a pension under the Board's Non-Teaching Pension Plan.

20.4 ABSENCES CHARGED TO CUMULATIVE SICK LEAVE CREDITS

20.4.1 Personal Illness

Subject to sufficient sick leave credits being available, an employee who has used the current year's sick leave, by virtue of her being absent due to illness, may draw on her accumulated sick leave days, with pay, until the credit is exhausted.

20.4.2 Absence Covered by Workers' Compensation

That part of any absence recognized by the Workers' Compensation Board, as a compensation case, and for which no compensation is received by the employee, shall be charged to Cumulative Sick Leave up to the maximum benefits in her reserve.

20.4.3 Verification of Absence Due to Illness

When an employee is absent from duty for reasons of illness for a period exceeding five (5) consecutive scheduled working 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 (5) days or less.

20.5 OPERATION OF THE PLAN

20.5.1 The Board's Superintendent of Staff Services shall continue to use a Sick Leave Ledger, in which sick leave credits shall be entered as follows:

20.5.2 Effective July 1st of each year, full time, twelve-month employees will be given (20) sick leave days. These days shall be used to allow an employee to be absent from her duties because of illness only, without any deduction in salary. Employees working ten-month contracts, or part time will have their twenty (20) days pro-rated according to the amount of time actually worked.

Example:
 10-month secretary working 7/10 time or 24.5 hrs./wk.
 sick leave credits granted
 = $20 \times \frac{\text{months worked}}{12} \times \frac{\text{hrs. worked Der wk.}}{35}$
 = $20 \times \frac{10}{12} \times \frac{24.5}{35}$
 = 11.66 days.

- 20.5.3 On June 30 any unused portion of sick leave days from 20.5.2 shall be credited to the Sick Leave Bank of the employee. Sick leave credits in the Bank shall not accumulate beyond a maximum of 240 days at any time.
- 20.5.4 The annual sick leave allocation as per 20.5.2 must be used up before an employee can use the days to her credit in her Sick Leave Bank.
- 20.5.5 An employee joining the Board after July 1 will be given sick leave credits in accordance with the provisions of clause 20.5.2
- 20.5.6 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.

20.6 OFFICE RECORDS

- 20.6.1 The Sick Leave Ledger to be kept by the Superintendent of Staff Services, and referred to in Article 20, may be examined by an employee, as it concerns her own account, once a year during the month of September. A statement shall be sent out during the month of October of each year by the Superintendent of Staff Services to all employees showing absences during the previous year, and the balance, if any, to the credit of the employee. in the Cumulative Sick Leave Bank.
- 20.6.2 The Board guarantees to all employees that, in the event of disability, they will receive benefits at least equal to benefits as provided under the Unemployment Insurance Commission Act, to qualify for premium reduction.

20.7 For staff hired after September 1, 1986, the following sick leave plan will be in effect:

20.7.1 Short Term Disability Plan

A short-term disability plan providing benefits at 70% of salary from the first day of accident or hospitalization and from the third day of illness for a period of twenty-six (26) weeks after which time, the Board's current Long Term Disability Plan will take effect. The Board will pay the cost of this short-term

disability plan. Employees participating in this short term disability plan will not be eligible for the retirement gratuity as per 20.2.2.

- 20.7.2 Each employee participating in the short-term disability plan will receive six (6) non-accumulating emergency sick days at 100% pay level January 1 of each year to be used during the waiting period for illness as described in 20.7.1. For an employee hired after January 1, her emergency sick days will be prorated as follows:

$$\begin{array}{rcl} \# \text{ emergency} & \text{No. of months} & \text{Entitlement} \\ \text{sick days} & \text{remaining in the} & \text{as per preceding} \\ & = \frac{\text{calendar year}}{12} & \text{sentence} \end{array} \quad \times$$

- where the number of months remaining is calculated by including the month of hire, if hired prior to the 16th of that month.

- 20.7.3 Each employee participating in the short term disability plan will receive one (1) week of vacation with pay each calendar year in addition to the entitlement as per Article 23. An employee must complete her probationary period in the calendar year in order to be eligible for the extra week of vacation in that calendar year.
- 20.7.4 Employees hired prior to September 1, 1986 may elect to opt into the Short Term Disability Plan by applying to the Labour Relations Officer in writing prior to December 31, 1986. It is understood that an employee electing to participate in the Short Term Disability Plan shall forfeit her retirement gratuity. An employee opting into the Short Term Disability Plan shall have the days in her Sick Leave Bank frozen at the time she opted into the Short Term Disability Plan. These days shall be used to augment the Short Term Disability Plan or W.C.B. payments up to 100% salary level.

20.8 MEDICAL CERTIFICATE

Employees covered by the Sick Leave Schedule must present a medical doctor's certificate of fitness before final appointment to the staff is made, and, before returning to duty after an absence of more than five (5) consecutive days, verifying illness and ability to return to their regular duties. Where sick leave is granted under the sick leave provisions, the Board reserves the right to request proof of illness by medical certificate in any case where the absence is less than five (5) days and on a recurring basis.

ARTICLE 21

LEAVE OF ABSENCE

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

21.1 PROCEDURE FOR OBTAINING LEAVE

- 21.1.1 'Request for Leave of Absence' application forms shall be completed and submitted to the Labour Relations Officer in advance of the occasion but not less than 14 days prior to the commencement of the leave, to permit for adequate processing time. In the case of illness or bereavement in the immediate family (Articles 21.2.1.1 and 21.2.1.2) written application will be waived due to the suddenness with which these events occur.
- 21.1.2 The employee's superior officer, Principal or Supervisor will be advised of the leave, so that a temporary replacement, if required, can be made.
- 21.1.3 All salary deductions resulting from the granting of a leave under 21.3 will be made on the employee's cheque as soon as possible following the leave.

21.2 LEAVE OF ABSENCE WITHOUT A SALARY DEDUCTION

21.2.1 Leave on Compassionate Grounds

21.2.1.1 Illness - Immediate Family

This covers an absence from duty of an employee due to severe illness in her immediate family of up to but not exceeding five (5) working 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, step-parents and step-children.

21.2.1.2 Bereavement - Immediate Family

This covers an absence from duty of an employee due to a bereavement in 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, son-in-law, daughter-in-law, step-parents and step-children. Employees will not have their sick time reduced by the number of days they take in bereavement leave.

21.2.1.3 Attendance at a Family Funeral

This covers an absence from duty of an employee for one (1) working day for attendance at the funeral of a member of her family not listed in 21.2.1.1 or 21.2.1.2 above, or a close friend, with permission from the Labour Relations Officer,

21.2.2 Leave to Write Examinations

This covers an absence from duty of an employee to permit 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.

21.2.3 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 or the Union, for improving professional and/or academic status.

21.2.4 Leave to Attend Conventions and Conferences

Leave of absence for official delegates may be granted to a maximum of four **(4)** employees per year to attend the Union's Mid Canada Conference. In the year of the Union's Tri-annual Conference, a maximum of two (2) employees may be granted time off.

In the year of the Canada Labour Congress Convention, an employee may be granted time off to attend the convention. The Union will be billed for the cost of supply, if required.

In the year of the Ontario Federation of Labour Convention an employee may be granted time off to attend the convention. The Union will be billed for the cost of supply, if required.

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

21.2.6 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. This shall apply to necessary travel time should the service be required out-of-town.

21.2.7 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 her appointment to the respective committees.

21.2.8 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.

21.3 LEAVE OF ABSENCE WITH A SALARY DEDUCTION

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

21.3.1 Attendance at a family graduation;

21.3.2 Attendance at a family wedding;

21.3.3 Attendance at a family anniversary;

21.3.4 Attendance at a convention or conference as a non-Board delegate, except as provided in 21.2.4;

21.3.5 Personal or family business, not specifically set out above;

21.3.6 Absence to a maximum of seventeen (17) weeks to one parent for the purpose of adopting a child;

21.3.7 Absence for a prolonged period and not otherwise covered under this section; or Cumulative Sick Leave Plans, may be granted by the Board, in which case the following terms and conditions apply:

(i) Seniority is protected as per Article 16.

(ii) Sick leave credits shall be protected but shall not accumulate.

21.3.8 Maternity Leave will be granted in accordance with Part XI of the Employment Standards Act, and is hereto attached to this Agreement as Appendix "C".

21.3.9 A Leave of Absence will not be granted in order that the employee could accept alternate employment unless mutually agreeable to both parties.

21.4 Deferred Salary Leave

Preamble

Contingent upon 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, 1993.

21.4.1 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.

21.4.2 Qualifications

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

21.4.3 Application

21.4.3.1 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.

21.4.3.2 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.

21.4.3.3 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).

21.4.4 Payment Formula and Leave of Absence

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

21.4.4.1 (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 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	<u>9 3/4%</u>
	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 21.4.4.1(b) shall be paid to the employee in the taxation year during which it was accrued.

- 21.4.4.2 (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.

21.4.5 Terms of Reference

- 21.4.5.1 The leave of absence period must not be less than six consecutive months.
- 21.4.5.2 The leave must commence no later than six years after the date of the first deferral of salary.
- 21.4.5.3 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 21.4.4.1.
- 21.4.5.4 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.
- 21.4.5.5 Should an employee elect not to take the leave within the six-year period as indicated in Article 21.4.5.2, 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 21.4.5.2.
- 21.4.5.6 An employee may withdraw from the plan any time prior to March 1st of the calendar year in which the leave is to be taken.
- Repayment shall be made on the May 1st 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.
- 21.4.5.7 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.
- 21.4.5.8 OMERS deductions are to be continued as provided by the current ruling of the OMERS Board. The employee is responsible for the employee's share and the employer's share of OMERS contributions for the period of the leave.
- 21.4.5.9 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 21.4.5.6. However, the conditions of Article 21.4.5.2 and 21.4.4.1(b) would continue to apply.

- 21.4.5. 0 Should an employee die while participating in the plan, any monies accumulated, plus interest accrued (see 21.4.4.1(b)) at the time of death will be paid to the deceased's estate.
- 21.4.5. 1 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.
- 21.4.5.12 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 17 effective the date of his/her scheduled return to work.
- 21.4.5.13 (a) Employees laid off in accordance with Article 17 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.

ARTICLE 22

PAID HOLIDAYS

- 22.1 All employees shall be granted the following Paid Holidays without loss of their regular straight time rate of pay.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	December 24th
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	December 31st
- 22.2 Employees shall be entitled to one (1) floating holiday which must be taken between December 24th and January 2nd. The day to be observed as the paid holiday will be mutually agreed to by the Union and the Board.
- 22.3 Heritage Day will be granted if proclaimed by Federal or Provincial statutes. If Heritage Day is not proclaimed then one (1) floating holiday will be substituted, the scheduling of which must be mutually agreed to by both the Board and the employee concerned.

- 22.4 In lieu of Remembrance Day, one (1) floating holiday shall be taken at a mutually agreeable time between the Board and the employee concerned. New employees hired after November 11th will not qualify for this floating holiday in the calendar year of hire.
- 22.5 Any paid holiday covered by the Agreement which falls on a Saturday or a Sunday will be observed on a mutually agreeable date.
- 22.6 Employees working less than full time shall have their holiday pay and net working hours computed in the following manner in a week in which a paid holiday occurs:
- (i) holiday pay - $\frac{\text{Normal number of hours worked per week}}{5}$
- (ii) Net working hours = Normal number of hours worked per week - holiday pay

Example:

- a 7/10 employee normally works $7/10 \times 35 = 24.5$ hr. per week.
- if a paid holiday were to occur then a 7/10 employee would receive $24.5 \div 5 = 4.9$ hours of holiday pay.
- employee would have to work $24.5 - 4.9 = 19.6$ hours in the week of the paid holiday.

ARTICLE 23

VACATION

- 23.1 Employees covered by this Agreement shall be granted vacation with pay on a calendar year basis.
- 23.2 Employees shall become eligible for vacations with pay each calendar year on the basis of their length of service as of the anniversary date in that calendar year.
- 23.3 Employees with less than six (6) months service prior to June 30th of the year shall receive 5/6 days vacation for each month or major portion thereof of service in that year.
- 23.4 In the event that an employee has taken unearned vacation and leaves the employ of the Board, the Board shall be reimbursed for the unearned portion of vacation utilized by the employee.

.....

Hire Date	# Of Weeks Eligibility				
	86	87	88	90	95
Jan 1/86	6 x 5/6 days	2	2	3	4
Apr 10/86	3 x 5/6 days	2	2	3	4
July 20/86	0	2	2	3	4
Sept 1/86	0	2	2	3	4
Dec 4/86	0	2	2	3	4

23.12 Where an employee's scheduled paid vacation is interrupted due to a serious illness or accident requiring her to be hospitalized, the period of such hospitalization shall be considered sick leave.

The portion of the employee's paid vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

23.13 Where an employee's scheduled paid vacation is interrupted due to a bereavement in her immediate family the period of bereavement leave a per 21.2.1.2 will not be counted against the employee's vacation credits.

ARTICLE 24

HOURS OF WORK AND OVERTIME

24.1 The normal work week for all employees shall consist of five (5), seven (7) hour days, Monday through Friday, plus one (1) hour off for lunch each day.

24.2 The work period of 12-month members of the bargaining unit shall consist of fifty-two (52) weeks.

24.3 The work period of 10-month employees shall be from the Monday of the week before the date of school opening in September to the date of school closing in June, but not including periods during the year when the schools are officially closed other than for statutory holidays.

24.4 Employees requested to work in addition to the time stated in Article 24.3 will be paid at their regular salary rate.

24.5 Work performed by an employee in excess of seven (7) hours per day or thirty-five (35) hours per week, Monday to Friday, shall be paid at the rate of time and one-half the regular salary. Work performed on Saturday shall be paid at the rate of time and one-half the regular salary. Work performed on Sunday shall be paid at the rate of double time the regular salary. Work performed on a Paid Holiday shall be paid at the rate of double time the regular salary rate in addition to the regular day's pay.

24.6 Overtime may be paid on the pay cheque following the pay period during which the overtime was worked, however, should the employee desire to take equivalent time off to overtime pay earned and requests same at the time the overtime is worked, such time off shall be granted subject to the mutual agreement of the employee and her Supervisor, or in the case of a school, the Principal. The time off shall be paid at the same category rate of pay as that at which it was accumulated.

24.7 Overtime work shall be on a voluntary basis for all employees except in case of emergency or peak periods.

- 24.8 The Board will pay 25¢ per hour shift differential for the afternoon shift. For purposes of clarity, any shift with seven (7) hours or more after 12 noon is to be classed as an afternoon shift.

ARTICLE 25

EMPLOYEE BENEFITS

- 25.1 For staff hired subsequent to May 1, 1983 who work less than 1.0 time, the Board's share of employee benefit costs shall be pro-rated according to time worked.
- 25.2 Hospital and Medical Insurance
- The Board will contribute 100% of the premium of the Ontario Health Insurance Plan (O.H.I.P.) and The Lakehead Board's Supplemental Semi-Private Coverage and Extended Health Care Plan.
- Effective October 1, 1989, the Board agrees to change the E.H.C. plan to a 10-20 deductible, 100% reimbursement plan.
- 25.3 Group Insurance
- 25.3.1 The Board will contribute 100% of the premiums for group insurance coverage up to 2 times the employees annual salary.
- 25.3.2 The Board agrees to administer an optional Board Plan for additional life insurance coverage, with employees paying the monthly premium costs.
- 25.4 Dental Plan
- Effective July 1, 1993, the Board agrees to pay 90% of the monthly premium costs for the Board's current Dental Plan at current O.D.A. rates.
- 25.5 Long Term Disability Plan
- The Board will contribute 75% of the premium for the Board Long Term Disability Plan. Present employees will have the opportunity to participate in the Plan providing they are accepted by the carrier of the Plan. All new employees will be required to participate as a condition of employment.
- 25.6 Effective January 1, 1994 the Board will contribute 90% of the premiums for the Board's Vision Care Plan "\$250 every 24 months", no prescription change required.
- 25.7 Effective January 1, 1994 the Board agrees to pay 100% of the monthly premium costs for the Board's Hearing Care Plan "\$400 every 48 months".

25.8 The Board agrees to pay the cost of medical forms required by the Health Management Program.

ARTICLE 26

PENSIONS AND RETIREMENT

- 26.1 All employees will be covered by the Ontario Municipal Employees' Retirement System (O.M.E.R.S.).
- 26.2 All employees covered by this agreement shall join the O.M.E.R.S. Plan, effective from their date of hire.
- 26.3 Retirement will be in accordance with the rules and conditions of the Pension Plan.
- 26.4 All employees covered by the Ontario Municipal Employees' Retirement System (O.M.E.R.S.), shall be informed as soon as possible of any changes that may directly effect an employee's pension.

ARTICLE 27

SEVERANCE PAY

27.1 For employees participating in the Cumulative Sick Leave Plan, the following terms and conditions apply:

In consideration of the employee waiving all rights under Article 20 the Board agrees to pay to an employee permanently laid off (i.e., laid off for more than thirteen (13) weeks) severance pay based on the following formula:

Earnings since date of last hire x 2%
x No. of days in Sick Leave Reserve
Years of service (since date of last hire)
x 20 days (to a maximum of 240 days)

For the purposes of this article only, employees working ten (10) month contracts, or part time, will have their years of service pro-rated according to the amount of time actually worked.

27.2 For employees participating in the Short Term Disability Plan, the following terms and conditions apply:

In consideration of the employee waiving all rights under Article 20 the Board agrees to pay to an employee permanently laid-off (i.e. laid off for more than thirteen (13) weeks) severance pay based on the following formula:

The Board and the Union together will calculate the number of days the employee would have had in her sick leave reserve had she been participating in the cumulative sick leave plan, and this figure will be used in the formula spelled out in 27.1.

- 27.3 An employee who is laid off and receives severance pay and is recalled in less than two (2) years, shall have the option of repaying the severance and having future severance computed from the original date of hiring, or may use the rehiring date as the basis for computation of future severance pay.
- 27.4 It is further understood that should the employee elect to use the rehiring date for computation of future severance pay, it shall in no way effect her seniority, pension rights, vacation rights, or any other rights provided for in this Agreement.

ARTICLE 28

MILEAGE AND INSURANCE ALLOWANCE

- 28.1 Where employees drive their own vehicles from job to job at the direction of the Board, they will be paid in accordance with Board policy.

ARTICLE 29

TECHNOLOGICAL CHANGE

For the purpose of this clause, technological change shall be deemed to include procedural changes.

29.1 Intent

The Board and the Union are concerned about the impact on employees and conditions of employment resulting from technological change. Both parties agree to address and attempt to resolve any issues brought forward by either party prior to and during the implementation of a technological change.

29.2 Definition

When the Board is considering the introduction of technology which would have significant impact on the nature and/or number of positions occupied by members of the bargaining unit, the Board and the Union agree to co-operate in the introduction and/or operation of new equipment or changes in operating methods.

29.3 Notice

The Board will meet with the Union as far in advance as possible and in no case later than ninety (90) days prior to the introduction of technological change and provide a general description of the nature of the change, (e.g. type of change, location(s), dates, training, and people affected) discussing all foreseeable implications for members of the

bargaining unit. The Board will update the information provided as new developments and/or modifications arise.

29.4 Training

The appropriate Supervisor(s) responsible for the technological change will discuss the necessity and provision for in-service training on new equipment and/or processes with the affected employees prior to the change.

When an employee has been identified to perform different duties as a direct result of a change in technology or procedure, the Board will provide inservice training.

In-service training specifically directed at members of this bargaining unit shall normally be done during the regular work day.

29.5 Security

In the event that an employee must be displaced due to a technological change the Board and the Union will meet to discuss:

1. Options available to the affected employee, with the intent to retain existing staff where possible.
2. The means by which existing union members may qualify for positions created by such changes.

ARTICLE 30

CONTRACTING OUT

30.1 Work which is normally or customarily performed by the employees within the job classifications covered by this Agreement shall not be sub-contracted to any outside source or other agency as long as there are bargaining unit employees willing and available who have the necessary skills and ability to do the required work.

30.2 Where the Union believes the work customarily performed by members of the bargaining unit is being transferred by the Board to non-bargaining unit employees, the Board agrees to meet with the Union to discuss the Union's concerns.

ARTICLE 31

JOB DESCRIPTIONS AND CLASSIFICATIONS

31.1 All positions and salary classifications referred to in Appendix "A" and any new position which falls within the scope of this Bargaining Unit shall be included with and form part of this Agreement.

31.2 IMPLEMENTATION OF THE GENDER NEUTRAL JOB EVALUATION PLAN

31.2.1 The plan will be implemented on January 1, 1993. Any adjustments in salary as a result of the new plan will be made retroactive to January 1, 1993. Upon ratification of the new Gender Neutral Job Evaluation Plan where the evaluation results in a category maximum for a job lower than that in effect prior to date of ratification, the rate of the incumbent at that date will be considered a "Half Circled" rate. An employee hired, transferred, or posted to another position after the date of ratification will receive the category rate of the occupation she is hired for, transferred to, or accepts through job posting.

31.2.2 The following principles will apply to "Half Circle" rates:

31.2.2.1 If an employee becomes "Half Circled" on the job she is holding, the employee's category will be maintained for a two (2) year period from January 1, 1993. After this two (2) year period, the employee will receive one-half of the negotiated salary increase each year until she is no longer paid in excess of the appropriate category.

31.2.2.2 If an employee becomes "Half Circled" in the job she is holding, and the employee is within five (5) years of retirement, the employee's salary category will be maintained until retirement.

31.2.2.3 If an employee becomes "Half Circled" on the job she is holding, either on a temporary or relief basis, at the date of ratification, the employee's salary will not be reduced until the temporary or relief assignment is completed.

Should the employee, having reverted to her regular job, again hold a job on either a temporary or relief basis, payment will be made in accordance with the evaluated salary for the job.

31.2.2.4 An employee holding a job due to promotion at the date of ratification will be entitled to a "Half Circle" rate if she returns to her former job within the period specified in Article 15 of the Collective Agreement and her former job has become "Half Circled".

Similarly, following the ratification of the Plan, if an employee in a "Half Circled" rate accepts a promotion, she will retain the right to her former "Half Circle" rate should she return to her former job within the period specified in Article 15 of the Collective Agreement, otherwise she will receive the evaluated salary for the new job.

- 31.2.2.5 An employee on authorized leave of absence at the date of ratification, and who returns to work within the period specified in the Collective Agreement, will be entitled to a "Half Circled" rate if her former job has become "Half Circled".
- 31.2.2.6 An employee on layoff at the date of ratification who returns to her regular job within the period of time set out in Article 17 of the Collective Agreement will be entitled to a "Half Circle" rate should her regular rate have become "Half Circled".
- 31.2.2.7 In the case of job elimination, or layoff, an employee in a "Half Circled" job, will retain "bumping" rights based on her old category. These rights will be retained for the same period as set out in 31.2.2.6 (above).
- 31.2.2.8 An employee on a "Half Circled" job will be entitled to her annual salary increments or step changes if her current rate is below the maximum of the existing category. She will be allowed to proceed to the maximum of the existing category for the "Half Circled" job for as long as she remains as the incumbent.
- 31.2.3 Upon ratification of the new Gender Neutral Job Evaluation Plan where the evaluation results in a category maximum for the job higher than that in effect prior to January 1, 1993, the incumbent's rate will move step by step to the appropriate level in the new salary range (e.g. the incumbent at Step 3 in the existing salary range will move to Step 3 in the new salary range).
- 31.2.4 Upon ratification of the Plan either the Board or the employee may request the Job Evaluation Committee to review the assigned job evaluation. Should this review result in a change in category, adjustments will be made retroactive to January 1, 1993, or if the job has changed since then, to the date the job changed.

Written requests to review the assigned job evaluation must be received by the Labour Relations Officer with a copy to the Union President, within ten (10) working days of ratification.

31.3 ONGOING MAINTENANCE OF THE GENDER NEUTRAL JOB EVALUATION PLAN

- 31.3.1 It is agreed that all jobs under the jurisdiction of Office & Professional Employees International Union will be classified using the Gender Neutral Job Evaluation Plan developed for The Lakehead Board of Education.

The Gender Neutral Job Evaluation Plan is the basis for determining the job category applicable to any existing jobs, any newly created jobs or any jobs which have changed.

31.3.2 The salary scale established for the various levels of job categories is set forth in the Appendix "B" which forms part of this Collective Agreement.

31.3.3 The role of the Job Evaluation Committee will be as follows:

31.3.3.1 In the event that new jobs are created, the Board will prepare a Job Description, and based on its content the Job Evaluation Committee will assign a temporary category to that position. This shall be done prior to the position being posted. Within six (6) months of the position being filled the Job Description will be reviewed with the incumbent.

31.3.3.2 In the event that changes occur in existing jobs, the incumbent or the Board may request the preparation of a new Job Description for submission to the Job Evaluation Committee for evaluation. The Board shall make written acknowledgement of receipt of such request to the incumbent and the Union and shall notify the incumbent of the results of the re-evaluation.

31.3.3.3 The Job Evaluation Committee consisting of a maximum of five (5) representatives from O.P.E.I.U. and a maximum of five (5) representatives from the Board, will meet at a mutually agreeable time during the months of October, February and June to evaluate jobs submitted in accordance with 31.3.3.1 or 31.3.3.2 and will agree on the resulting job evaluations.

The Committee may meet at any other mutually agreeable time during the year.

Both O.P.E.I.U. and the Board may have an additional representative at meetings of the Job Evaluation Committee. These representatives will act as non-participating observers in order to allow for continuity on the Job Evaluation Committee.

31.3.3.4 As a result of a newly created job, any rate adjustment will be retroactive to the date the job was implemented.

Any rate adjustment, as a **result** of a change within an existing position will be retroactive to the date the initial request for a review was made to the Job Evaluation Committee.

Adjustments will be made in the same manner as used when the plan was initially implemented. Resulting changes in rates will be treated as per Sections 2 and 3 of "IMPLEMENTATION OF THE PLAN".

31.3.4 The Board will continue the normal salaries of O.P.E.I.U. members, who are members of the Job Evaluation Committee, when participating in committee meetings. This salary continuation will be extended to the additional representative who attends committee meetings as an observer.

31.4 Any changes, during the life of this agreement to salary classifications in Appendix "A", shall be by mutual agreement by the Board and the Union.

ARTICLE 32

HEALTH AND SAFETY

32.1 The Board agrees to provide the opportunity for representation by the Union on the Board's Health and Safety Committee(s).

32.2 The Board agrees to discuss any productivity or performance studies with the Union prior to implementation.

32.3 All activities of the Joint Health and Safety Committee shall be governed as per The Occupational Health and Safety Act 1992, and the agreed Ministry of Labour Guidelines for the Joint Health and Safety Committee.

ARTICLE 33

PAY SCHEDULE

33.1 The two parties agree to a "Schedule of Salaries" attached hereto and identified as Appendix 'B' of the Agreement.

33.2 Following publication of the 1971 Consumer Price Index for Canada in the month of December 1979, and quarterly thereafter, every employee shall be paid a cost of living bonus in the amount of forty (40) cents per week for each full 0.35 points by which the said Index exceeds the Consumer Price Index for the month of December 1979 plus seven (7) per cent.

The amount of any bonus shall not be incorporated into basic salary rates, but shall be paid by separate cheque on the pay period following publication of the C.P.I., or as soon thereafter as practicable, commencing March 1979, and payable quarterly thereafter.

Both parties are agreed that the cost of living payments will be capped once the consumer price index reaches the December 1979 base plus ten (10) per cent.

In the event that Statistics Canada ceases publishing the 1971 Consumer Price Index, or if any changes are made in the calculation of the Index, the provisions of this Article shall be subject to negotiation and any settlement shall be retroactive to the date the present provision ceases to apply.

- 33.3 Article 33.2 shall remain in the Collective Agreement but shall be inoperative for the life of this Agreement.

In the event that a new Collective Agreement has not been negotiated prior to December 31, 1994, Article 33.2 shall remain inoperative unless otherwise mutually agreed to changes have been negotiated.

ARTICLE 34

PAY PERIODS AND PAY DAYS

- 34.1 Wages will be paid bi-weekly on Thursdays.
- 34.2 Each employee will participate in the "direct deposit" payroll system. Each employee will designate an account at the banking institution of the employee's choice. Should an employee not have an account at a banking institution the Board will issue a cheque to that employee.
- 34.3 Employees participating in the direct deposit payroll system shall be supplied with the cheque stub showing gross earnings, deductions and net earnings on payday.

During the months of July and August it is agreed that such cheque stub shall be mailed to the employee's home.

ARTICLE 35

STAFFING AND WORKLOAD

- 35.1 Definitions

For the purpose of this article, "Practice" shall mean the staffing practice for Elementary and Secondary Schools in effect on September 1, 1989, and attached to this agreement as an informational item only as Appendix "D".

- 35.2 Purpose

The purpose of this article is to ensure that sufficient levels of staff are maintained in all locations to do the required work during regular working hours. It is also to ensure that members of the bargaining unit will not be laid off as a result of the Board deciding to reduce staff to a level lower than that required by the staffing practice as defined above in the Elementary and Secondary Schools or to a level lower than the levels in effect on September 22, 1989 in locations other than the Elementary and Secondary Schools.

- 35.3 Should the Board decide to reduce the staffing levels below the **levels** provided above, the following conditions shall apply:

- 35.3.1 The Board shall first examine existing workloads and make workload reductions which would reflect the anticipated reduction in staffing level. The Union would be advised and consulted with in regards to the anticipated reductions prior to any actual reductions and all workload reductions will be implemented prior to the implementation of the staff reduction.
- 35.3.2 An employee declared redundant due to a reduction in staffing levels as per 35.3 above shall be placed in the system in accordance with Article 17.13, Steps 1 and 2.
- 35.3.3 An employee who is redundant as a result of 35.3 above and for whom no position exists ("laid off" as per Article 17.13, Step 3) shall not be laid off, shall have her hourly rate, number of hours of work per week, and employee benefits continued and shall be assigned permanent supply duties until a vacant position becomes available for the employee through the job posting procedure.
- 35.3.4 Should the Board implement a staff reduction as defined in 35.2 an individual in a location affected by the reduction shall not be required to work more hours of overtime than five (5) percent of the total regular hours worked in the previous 12 months in that position.

ARTICLE 36

DURATION AND RENEWAL

- 36.1 This Agreement, when signed by the officers of the Union and the Board, shall become effective as of January 1, 1993, and remain in full force and effect to and including the 31st day of December, 1994 and from year to year thereafter unless changed or terminated by either party within a period which shall not be more than ninety (90) days nor less than thirty (30) days prior to the expiration date. A written notice given by either party must state the reasons for terminating or re-opening the Agreement.
- 36.2 Unless a satisfactory conclusion is reached prior to the expiration of the Agreement in the matter of any changes in the Agreement, the original provision shall remain in full force and effect pending a final settlement.
- 36.3 This Agreement shall not be amended or supplemented except by agreement of the parties hereto, reduced in writing and duly signed by both parties to this Agreement.
- 36.4 All negotiations for renewal, amendment or modification of this Agreement shall be subject to the terms of The Ontario Labour Relations Act, R.S.O. 1970 amendments thereto or successors thereof.

DATED AT THE CITY OF THUNDER BAY; ONTARIO THIS 22TH DAY OF JUNE, 1993.

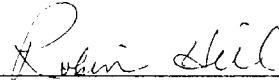
ACCEPTED:

for

THE LAKEHEAD BOARD OF EDUCATION



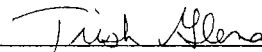
Chair



Witness



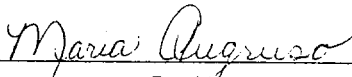
Secretary



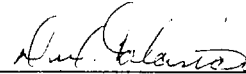
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for

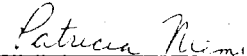
THE OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION;
LOCAL 454



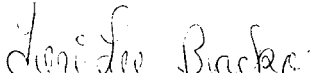
President



Representative



Secretary-Treasurer



Witness

APPENDIX "A"
JOB CLASSIFICATIONS

Category A

Filing/Data Entry Clerk
Film Library Clerk
Mail Clerk
Switchboard Operator
Technical Shop Clerk-Typist

Category B

Absence Clerk
Accounts Payable Clerk
Bi-Lingual Secretary
Curriculum Secretary
Data Entry Operator - Computer Centre
Film Booking Clerk
Maintenance/Capital Projects Clerk
IMC Clerk
Plant Clerk
Purchasing Clerk
Secondary School Secretary
Secretary - Secondary Co-op Education
Secretary - Curriculum
Secretary - Night School
Secretary - Special Services
Summer School Secretary
Zone Support Secretary

Category C

Accounts Clerk
Acquisitions Library Secretary
Assistant Head Secretary
Benefits Clerk
Clerk - IMC Computer Centre
Payroll Clerk - Premium Remittance
Plant Secretary
Printing Clerk
Secretary - Professional Development
Secretary - Secondary and Alternative Ed.
Student Services Secretary
Tax Department Clerk
Transportation Clerk

Category D

Buyer/Purchasing Clerk
Computer Operator Clerk
Computer Operator/Technician
Data Secretary
Elementary School Secretary
- includes Twinhaven
Junior Accounting Clerk
Secondary School Library Technician
Secretary - I.M.C.
Word Processing Operator I
Word Processing Operator III (Bi-Lingual)

Category E

Acquisitions Library Technician
Audio-visual Repairperson
Electronics Technician - Computers and A.V
Head of Circulation - I.M.C.
Head Secretary - Continuing Education
Microcomputer Technician
Senior Accounting Clerk I
Senior Accounts Payable Clerk
Senior Payroll Clerk - Academic
Senior Payroll Clerk - Casual
Senior Payroll Clerk - Support
Word Processing Operator II
Workroom Technician (Graphic Artist)

Category F

Head Secretary - Secondary School
Programmer/Analyst

Category G

Senior Accounting Clerk II
Systems Programmer

Category H

Buyer
Planner

O.P.E.I.U. SALARY SCHEDULE
January 1, 1993

APPENDIX "B"

Cat.	<u>Minimum</u>			<u>Step 1</u>			<u>Step 2</u>			<u>Step 3</u>		
	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual	Bi-weekly	Hourly	Annual
A	936.83	13.38	24,358	952.15	13.60	24,756	967.39	13.82	25,152	990.34	14.15	25,749
B	1,008.00	14.40	26,208	1,029.45	14.71	26,766	1,050.90	15.01	27,323	1,072.34	15.32	27,881
C	1,034.27	14.78	26,891	1,053.48	15.05	27,390	1,072.38	15.32	27,882	1,091.54	15.59	28,380
D	1,042.30	14.89	27,100	1,061.55	15.17	27,600	1,081.10	15.44	28,109	1,112.44	15.89	28,923
E	1,061.47	15.16	27,598	1,081.46	15.45	28,118	1,108.86	15.84	28,830	1,148.93	16.41	29,872
F	1,116.54	15.95	29,030	1,154.09	16.49	30,006	1,192.76	17.04	31,012	1,240.09	17.72	32,242
G	1,236.35	17.66	32,145	1,278.43	18.26	33,239	1,321.72	18.88	34,365	1,374.82	19.64	35,745
H	1,351.58	19.31	35,141	1,398.06	19.97	36,350	1,445.75	20.65	37,590	1,504.29	21.49	39,112

Annual increments are provided in the Schedule of Salaries as set out above by step changes moving horizontally in the chart.

Annual increments or step changes will be made on the anniversary of their appointment.

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

*** If you contemplate accessing any of the above benefits, contact **StaffServices** for clarification. ***

APPENDIX "D"

The following is the existing Board staffing practice and is appended here for informational purposes only. This practice does not form part of this collective agreement and is not a grievable item, except for purposes as outlined in Article 35.

It is recognized that the staffing practice is based on supervised teachers and student enrolment as of Sept. 30. The allocation of secretarial staff may vary by up to 0.5 F.T.E. in any location while maintaining total overall system F.T.E.

LIBRARY TECHNICIANS

One F.T.E. library technician per collegiate and composite school in the secondary panel.

ELEMENTARY SECRETARIAL STAFFING

0.5 FTE Minimum

1.0 FTE @ 10 Supervised Teachers

1.5 FTE @ 18 Supervised Teachers

2.0 FTE @ 25 Supervised Teachers

SECONDARY SECRETARIAL STAFFING

1. The base allocation of secretarial staff to each secondary school shall be 3.5 F.T.E. secretaries.
2. Additions to the base complement will be determined as follows, based on student enrolment (bodies).

<u>Student Enrolment</u>	<u>Addition to Base</u>	<u>Reduction</u>
500 - 650	0.5	0.5 at 450
651 - 800	1.0	0.5 at 535
801 - 950	1.5	0.5 at 720
951 - 1,100	2.0	0.5 at 805
1,101 - 1,250	2.5	0.5 at 990
1,251 - 1,400	3.0	0.5 at 1,125

3. Once an addition to staff has been made, a reduction is not implemented until there has been an enrolment decline of ten percent. This provision is necessary in order to prevent monthly or yearly fluctuations based upon a change in enrolment of one or two students.
4. In addition to the staff allocated by formula in 2, an amount of dollars will be allocated to each school each year for the payment of overtime as follows:

4.1 Each school shall receive a minimum allocation of \$2,000.00.

4.2 An additional allocation per school shall be calculated as follows:

[150 - (# student bodies needed for additional 0.5 secretary)] X A

where A is calculated as follows:

A =
$$\frac{\text{total system overtime budget} - (7 \times \text{minimum allocation per school})}{\text{the sum of [150 - (number of student bodies needed for additional 0.5 secretary) for each secondary school]}}$$

In no case shall any calculations in 4.2 be less than 0.

BENEFITS SUMMARY

Extended Hospital Insurance

1. Covers the difference between standard ward coverage and private.
2. Covers emergency or referral hospital insurance costs while outside Canada

Medicare Supplement Insurance

- . deductible - \$10 single, \$20 family
- . prescription drugs available by prescription only
- . doctors' charges and other medical services outside of Canada are included when accessed for emergency or referral care
- . private nursing, where required
- . professional services (Physiotherapist, Speech Therapist, Psychologist)
- . dentists for accidental damage to teeth
- . rented medical equipment
- . casts, splints, trusses, braces and crutches
- . artificial limbs, eyes or other prosthetic devices
- . licensed ambulance services
- . convalescent hospital
- . licensed masseurs
- . paramedical services, after Ontario Ministry of Health benefits cease (Chiropractors, Osteopaths, Chiropractists, Naturopaths, Podiatrists)
- . laboratory services
- . radiotherapy

Note: This coverage requires you to pay the total costs and submit receipts for reimbursement. Not all of the above are covered 100%.

Claims must be submitted within 90 days following the end of the benefit year in which they occurred.

When accessing out of Canada services check with the carrier before incurring expenses.

Dental Benefits

Collection of Benefits:

- . claim forms are available at the school office or at the Board Office
- . file claims within 90 days
- . claims over \$300 should have a predetermination submitted to Sun Life by your dentist

100% Reimbursement:

- . Oral Examinations
 - one complete every **24** months
 - recall twice a calendar year with a five-month interval
 - emergency or specific examinations
- . Radiographs and radiographic interpretations once every **24** months
 - bitewing radiographs, two per year with a five-month interval
 - radiograph to diagnose a symptom or examine progress of a particular course of treatment
- . required consultation with another dentist
- . prophylaxes and topical fluoride application, two per year, five-month interval
- . emergency or palliative services
- . diagnostic test and laboratory examinations
- . removal of impacted teeth and related anaesthesia
- . provision of space **maintainers** for missing primary teeth
- Restorative and surgical procedures:
 - . fillings (amalgam bonding not **100%** covered]
 - . removal of teeth
 - . preformed stainless steel crowns and repairs to preformed stainless steel crowns
 - . endodontics (root canal therapy and root canal fillings, treatment of disease of the pulp tissue)
 - . periodontics (treatment of disease of the gum and other supporting tissues of the teeth)
 - . surgery and related anaesthesia other than implants and transplants or repositioning of the jaw
 - . repair of bridges and dentures
 - . rebase or reline or minor adjustment of an existing partial or complete denture

Long Term Disability

Eligibility - continuous disability for six months.

Monthly Benefit

- 70% of predisability earnings to a maximum of \$3,250

Note: During the first **30** months of disability, the employee is considered totally disabled if unable to perform own occupation. After this time, employee will be considered totally disabled only if he/she is unable to perform any occupation.

During rehabilitative programs, L.T.D. benefits will be reduced by only 50% of your rehabilitative earnings.

Reoccurrence of the same disability within a six-month period will be treated as the original disability. After six months, it will be treated as a new disability.

During disability, Basic and Optional Group Life continues and premium contributions are waived.

Group Life

Basic Group Life (payable by the **Board**) - two times the employee's annual salary

Optional Group Life - combined coverage to a maximum of **\$100,000**

Vision Care

Claims to a maximum of **\$200** claim per person every **24** months - a change in prescription is not necessary.

Dependents under **18** may claim **\$200** every **12** months.

LETTER OF INTENT REGARDING TEMPORARY TRANSFERS

Preamble

The intent of the following transfer procedure is to afford the opportunity for staff to temporarily transfer to another position in order to facilitate learning, and exchange ideas, skills and procedures. To be consistent with the positive intent of this concept, the transfer(s) must be mutually agreeable to all parties concerned, including the supervisors of the staff involved.

Procedure

Should an employee wish to effect a temporary transfer, the employee will contact her Union President and describe which position she desires to transfer to, the length of the transfer, and the reasons for the transfer.

Should a supervisor wish to effect a temporary transfer, the supervisor will contact the Labour Relations Officer and describe the position and the incumbent he/she wishes to transfer, the length of the transfer, and the reasons for the transfer.

The Labour Relations Officer and the Union will meet to discuss any requested transfers, and attempt to facilitate them.

The decision to facilitate a transfer shall be a consensus decision of the Labour Relations Officer and the Union. If a transfer cannot be facilitated, the parties will be so notified.

The Labour Relations Officer will notify affected personnel as to the outcome of the attempted transfer(s).

Parameters

1. Each transfer will be for a mutually agreed upon length of time to a maximum of one school year and may be terminated at any time by mutual agreement of the Labour Relations Officer and the Union.
2. An exchange in positions will not result in an additional cost to the Board.
3. A vacancy created in a position involved in such a temporary transfer during the period of the transfer will be posted as the original position.
4. This procedure will be in effect for the life of this agreement.

Letter of Intent Regarding Temporary Transfers (Cont'd)

Dated this 20th day of October, 1987 at Thunder Bay, Ontario.

Office and Professional Employees'
International Union, Local 454

The **Lakehead** Board of Education

LETTER OF UNDERSTANDING

JOINT COMMITTEE ON MODIFIED WORK PLANS

The parties agree to form a Committee to study and make recommendations to the Board and O.P.E.I.U. Local 454 for the purpose of implementing Modified Work Plans.

The parties further agree that **no** Plan will **be** implemented until such Plan has been approved by O.P.E.I.U. Local 454 and the Board.

The Committee will be comprised of three members of the Board and three members of the Union, one of whom shall be, or has been, on W.C.B. or L.T.D.

Employees on sick leave, W.C.B. or L.T.D. shall not have their salary reduced nor their sick leave credits adjusted while serving on this Committee.

All other Committee members shall claim time in committee meetings as time worked.

FOR O.P.E.I.U. LOCAL 454

FOR THE LAKEHEAD BOARD OF
EDUCATION

Dated at Thunder Bay, Ontario, this 9th day of April, 1991

September 7, 1993
agr3-opeiu.agr