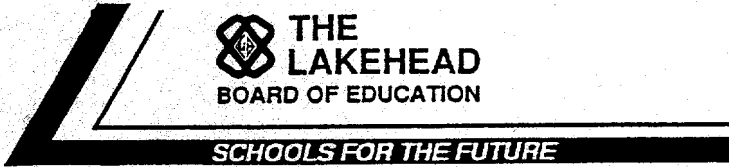
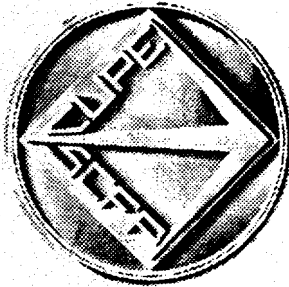


AGREEMENT BETWEEN

SOURCE	Lakehead Bd.		
EFF.	89	01	01
TERM.	90	12	31
No. OF EMPLOYEES	222		
NOMBRE D'EMPLOYÉS	P.W.		



and



LOCAL 2486

1989 - 1990

AUG - 2 1990

0471603

THE LAKEHEAD BOARD OF EDUCATION

THIS AGREEMENT ENTERED INTO AND TO
BE IN EFFECT UNTIL DECEMBER 31ST,
1990

BETWEEN:

THE LAKEHEAD BOARD OF EDUCATION
Hereinafter called the "Board"

and

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

ARTICLE 1

GENERAL PURPOSE

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

ARTICLE 2

BARGAINING UNIT OR SCOPE OF AGREEMENT

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

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

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

- 2.1 Temporary supply staff are defined as staff hired on a temporary on-call basis, with no guarantee of hours of work, classification, or location assignment. These staff are employed as follows:
- i) as temporary replacements during the job posting procedure
 - ii) as temporary replacements for staff who are absent due to illness or leave of absence, or time off in lieu of overtime, or as a replacement for Custodian II/Maintenance "B" positions when the incumbent is performing Maintenance "B" duties
 - iii) to augment permanent staff from September 15 to September 30 for grass cutting and grounds keeping duties.
- 2.2 Temporary supply employees shall not accrue permanent seniority. Should no employee with permanent seniority apply for a posted position, the posted position will be awarded to the supply employee with the greatest amount of temporary seniority based on date of first hire as a temporary supply employee.
- 2.3 There shall be one list which shall be provided to each temporary employee during the months of October and April, with a copy forwarded to the Union.
- 2.4 The Board will attempt to place the five (5) employees on the supply list with the earliest start dates into temporary positions of one month or longer in duration that will provide hours of work as close as possible to eight (8) per day.
- 2.5 A supply person will have the right to refuse a permanent cafeteria position if he/she has not worked in a cafeteria position in the preceding 12 months.
- A supply person will have the right to refuse a permanent custodial position if he/she has not worked in a custodial position in the preceding 12 months.
- 2.6 The hiring, discipline, transfer discharge, or the assignment of hours of work or location of a temporary supply will not be the subject of a grievance.
- 2.7 Temporary supply employees shall be paid the minimum hourly rate of pay of the assigned classification.
- (a) Temporary employees shall not be eligible for any other benefits contained in the collective agreement. Temporary employees shall be eligible for overtime rates of pay - 1 1/2 - only in excess of 8 hours per day and/or 40 hours per week.
 - (b) A shift differential in accordance with Article 16 will be paid to temporary supply staff commencing on the eleventh consecutive working day.
- 2.8 Vacation pay for temporary supply employees shall be 4% of earnings and shall be paid on each cheque. Temporary supply employees shall be eligible to take two weeks unpaid vacation each year and shall have the right to return to the temporary replacement position held prior to the two week vacation upon return to work from such two week vacation should that same temporary replacement position still remain unoccupied by a permanent employee.

ARTICLE 3

NO OTHER AGREEMENTS

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

ARTICLE 4

MANAGEMENT RIGHTS

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

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

ARTICLE 5

5.1 Contracting Out

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

5.2 Job Security

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

- 5.3 Until December 31, 1990 only, the Board agrees to post and fill all vacancies created by retirements in the maintenance department.

ARTICLE 6

STRIKES OR LOCK-OUTS

The Union agrees that it will not cause, direct, or consent to any strike or other collective action on the part of the employees represented by the Union during the term of this Agreement and that if

such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties, and to resort to the grievance procedure established herein for the settlement of any complaint or grievance.

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

ARTICLE 7

RELATIONSHIP

- 7.1 The Board will remit, monthly, by cheque, to the secretary-treasurer of the Union, all regular Union Dues as prescribed by the Union, in accordance with the Labour Relations Act. The remittance of Union Dues, which were deducted by the Board from the wages of employees will be accompanied by a list showing the amount of deduction and the names of those employees from whose wages such deductions have been made and the names of employees from whose wages no such deductions were made. **Newly** hired, terminated, laid-off and recalled employees will be identified on such a **list**.
- 7.2 Deduction of Union Dues will commence from date of employment in accordance with 7.1 above.
- 7.3 Wages for apprentices shall be governed by the Tradesman Qualification and Apprenticeship Act.
- 7.4 **Dues. Receipts**

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

ARTICLE 8

COMMITTEES

- 8.1 The Union Management Committee shall be composed as follows:
 - four shop stewards
 - president of the Local
 - Manager of Labour Relations
 - Manager of Plant
 - Supervisor of Maintenance
 - Supervisor of Plant Operations (1)
 - Superintendent of Business and Plant (ex-officio)

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

Chairman of Meetings

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

8.2 Negotiations Committee

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

8.3 Union Administrative Committee

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

8.4 Health and Safety

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

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

8.5 T _____

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

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

ARTICLE 9

9.1 Grievance Procedure

9.1.1 An employee having a complaint, or one designated member on behalf of a group having a complaint, shall first discuss the complaint with the appropriate supervisor. A shop steward shall be present during this discussion.

9.1.2 If the complaint cannot be resolved within three (3) working days, the employee may submit the complaint to the Union Grievance Committee. The Union Grievance Committee shall make a ruling within three (3) working days concerning its support of the employee in his grievance.

- 9.1.3 If the Union Grievance Committee supports the employee, it shall submit the matter in writing, in three (3) working days, to the Superintendent of Business and Plant, or designate, who shall make a ruling within five (5) working days after receipt of written notice from the Union Grievance Committee.
- 9.1.4 If the written ruling from the Superintendent of Business and Plant fails to resolve the grievance to the satisfaction of the Union Grievance Committee, it shall submit the grievance, in writing, to the Board Grievance Committee, who shall make a ruling within ten (10) working days after receipt of written notice from the Union Grievance Committee. The Board Grievance Committee shall be comprised of the Superintendent of Staff Services, or designate, and two members of the elected Board of Trustees, one of whom shall be the Chairman of the Board.
- 9.1.5 If the written ruling from the Board Grievance Committee fails to resolve the grievance to the satisfaction of the Union Grievance Committee, the matter may be submitted to arbitration in accordance with Article 9.
- 9.1.6 An employee may have access to his/her personal file at a mutually agreed upon time, between the employee and the Superintendent of Business and Plant. An employee has the right to respond, in writing, to any document contained in his/her personnel file.

9.2 Policy Grievance

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

9.3 Time Limits

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

ARTICLE 10

ARBITRATION WITH TIME LIMIT FOR GRIEVANCE

- 10.1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing within five (5) working days of receipt of the reply from the Board's Grievance Committee addressed to the other party of the agreement. If within ten (10) days thereafter the parties are unable to select, by mutual agreement, a single arbitrator, then each party shall name an arbitrator and the two so named shall, within ten days, select a third person to act as Chairman of the Board of Arbitration. If the two named fail to agree upon a third person within the set ten (10) days, the matter shall be referred to the Office of Arbitration for the appointment of a third person to act as Chairman.
- 10.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.3 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 10.4 The fees of the single arbitrator shall be shared jointly by the parties hereto. If, however, the matter is referred to an Arbitration Board, each of the parties shall bear the fees of their own appointee and half of the fees of the Chairman.
- 10.5 It is further agreed that the fees of the members of the Board of Arbitration, shall not be governed by the Ontario Arbitration Act R.S.O. 1960 and amendments thereto, and further that the two appointees shall have the power to assist in settling the fees of the Chairman.
- 10.6 The Arbitrator of Board of Arbitration shall not be authorized to make any decision inconsistent with the Agreement, nor to alter, modify or amend this Agreement or any part of it.
- 10.7 Proceedings before the Arbitrator or Board of Arbitration will be expedited by the parties hereto, and the decision of the Arbitrator or majority of the Board of Arbitration will be accepted as final and binding by the parties hereto.
- 10.8 At any stage of the grievance procedure including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses, and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to the premises of the Board to view any working conditions which may be relevant to the settlement of this grievance.
- 10.9 It is understood and agreed that an Arbitration Board shall have authority only to settle disputes under the terms of this agreement. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is Arbitrable, shall be Arbitrable. In dealing with matters of discipline, disciplinary, demotion, or transfer, the conferring parties or Board of Arbitration shall have the power to:
- (a) Confirm the managements action
 - (b) Reverse the managements action

- (c) Make any other arrangement which is **just** and equitable in the opinion of the conferring parties or the Board of Arbitration.

ARTICLE 11

PROBATION

- 11.1 New employees of the Board shall be considered probationary employees until they have completed three months of service with the Board. Should a longer period be required for successful completion of probation, the Board will have the option of granting up to an additional three month period. The Board agrees to inform the Union of any employee whose probationary period is being extended, stating the reasons for that extension.
- 11.2 Grievances may not be presented in connection with the discharge or lay-off of probationary employees. Probationary employees are entitled to all other rights and privileges accruing to employees under this contract.

ARTICLE 12

SENIORITY

- 12.1 Seniority shall be defined as total years of continuous employment, as a member of the bargaining unit, with The Lakehead Board of Education or its predecessor(s).
- Continuous employment shall include all absences due to illness or injury as compensated by W.C.B.
- 12.2 The seniority list shall consist of the names of all members of the bargaining unit in decreasing order of years of seniority based upon date of hire.
- 12.3 The order on the seniority list as published Jan. 1, 1982 shall not be changed and this order shall be utilized when applying the seniority concept to promotions, transfers and job posting procedures.
- Effective November 1, 1981, if the date of hire of two or more persons is the same, the order on the seniority list shall be determined by lot, conducted by the Union Management Committee.
- 12.4 The seniority list shall be posted on the bulletin board in each location, during the months of March and September of each year and copies shall be provided for the Secretary-Treasurer of the Union.
- 12.5 Any errors or omissions in the seniority list shall be reported to a shop steward who shall be responsible for the presentation of the concern to the Union Management Committee for resolution.
- 12.6 An employee who leaves the bargaining unit to accept a non-union position with The Lakehead Board of Education shall continue to pay union dues for a six (6) month probationary period. At the end of the six month probationary period the employee may return to his/her former position in the bargaining unit.

12.7 In the event that an employee accepts a temporary transfer to a position outside of the bargaining unit he/she shall continue to pay union dues and shall retain all rights and privileges under the terms of the collective agreement including continued accumulation of seniority. This provision is applicable for a maximum period of thirty (30) months.

12.8 Any employee who leaves the bargaining unit to accept a non-union position with The Lakehead Board of Education shall have his/her seniority frozen for a maximum period of one (1) year from the time of exit from the bargaining unit. This frozen seniority may only be exercised during the above one (1) year period and then only used to obtain a position within the bargaining unit through the job posting procedure.

12.9 bona-Term Disability

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

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

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

12.9.2.1 Seniority

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

12.9.2.1.2 Seniority will start to accumulate upon return to work.

12.9.2.2 Return to Work

12.9.2.2.1 (a) For thirty (30) months from the date of disability, the employee shall have the right to return to his/her previous position, regardless of the seniority of the incumbent in the employee's previous position. If the employee's previous position no longer exists, the employee shall bump in accordance with the bumping procedure.

- (b) The employee displaced by the return to work shall obtain a position in accordance with the bumping procedure as defined in Article 14.
- (c) The bumping procedure initiated by the displaced employee in (b) above shall not displace the returning employee from his/her position.

12.9.2.2.2

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

- (a) For 15 working days after the employee is deemed fit for work, he/she shall be recalled into his/her former classification through the job posting procedure only.
- (b) Should no position become available in the employee's own classification during the fifteen days mentioned in (a) above, the employee, may, upon the expiration of said fifteen days:
 - (a) Apply for a position in a different classification through the job posting procedure, or,
 - (b) Bump in accordance with 12.9.2.3.

12.9.2.3 Bumping Procedure

12.9.2.3.1

The employee may bump the least senior person in his/her own classification.

12.9.2.3.2

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

ARTICLE 13

LOSS OF SENIORITY

- 13.1 An employee shall only lose seniority under the following conditions or circumstances:
- 13.1.1 an employee is discharged for cause and the discharge is not reversed through the grievance procedure, or quits, and does not withdraw his written resignation within 2 days. Should a verbal resignation not be confirmed in writing within 2 days, seniority shall be lost after 3 days absence from work;
 - 13.1.2 fails to return to work after the completion of a leave of absence which has been granted by the Board, except where a reasonable excuse is submitted;
 - 13.1.3 utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - 13.1.4 engages in gainful employment while on sick leave;
 - 13.1.5 is laid off for a period in excess of one calendar year;
 - 13.1.6 fails to advise of his intention to report to work within ten (10) calendar days after the mailing of a rehire notice, or fails to report to work on the date indicated in his rehire notice without providing a reasonable excuse;
 - 13.1.7 has been granted an unpaid leave of absence, for a reason other than illness for a period greater than three months and fails to pay his/her union dues during the period of the leave;
 - 13.1.8 upon loss of seniority for any of the reasons identified above, the Board or Union have no further obligations to the employee.

ARTICLE 14

LAY-OFF & RECALL

- 14.1 The Board shall give each employee in the bargaining unit who has acquired seniority and who is to be laid-off for a period greater than thirteen (13) weeks, notice in writing of his lay off in accordance with the following:
- 14.1.1 up to 1 years service - one week notice
 - 14.1.2 over 1 year but less than 5 years service - two weeks notice
 - 14.1.3 over 5 years **but** less than 10 years service - four weeks notice
 - 14.1.4 10 years or more service - eight weeks notice
- 14.2 The above notice shall only be given to permanent staff who must be laid off. Such notice is not required for employees declared surplus to location or for employees who have been bumped.

- 14.3 In the event of a staff reduction, or a reduction of hours of an employee in any classification, employees shall be declared surplus to their location in reverse order of their seniority within their classification as specified by the seniority list. Notice that an employee is surplus to a location shall be handed to the employee and a signed acknowledgement requested if the employee is at work. In the event that the employee is not at work, the notice shall be sent by registered mail to the last address on record with the Board.
- 14.4 The employee who has been declared surplus to location shall have to bump anyone with lessor seniority in his own classification, unless the Board and the Union Executive agree to do otherwise. An employee declared surplus to location must exercise his bumping rights within five (5) working days from receipt of notice of surplus to location. This time period may be extended by mutual consent of the parties to this agreement.
- 14.5 If there are no employees with lesser seniority in his own classification, the surplus employee shall have to bump anyone with lesser seniority in a lower classification.
- 14.5.1 In the event a surplus employee with a seniority date prior to May 1, 1983, must bump into a lower classification, he shall have his salary grandfathered until a position in his own classification becomes available through the job posting procedure.
- 14.5.2 In the event a surplus employee with a seniority date of May 1, 1983, or later, must bump into a lower classification, he shall have his salary grandfathered for a maximum of the length of time employed in his former classification, or until a position becomes available through the job posting procedure, whichever is the shorter length of time.
- 14.6 If there are no employees with lessor seniority in his own or lower classification, the surplus employee shall have to bump anyone with lessor seniority in the immediately higher classification. If there are no employees in the immediately higher classification, then he may bump up into the next higher classification, etc.
- 14.7 If there are no employees with lessor seniority in the system, the surplus employee shall be laid-off.
- 14.8 If, as a result of the implementation of 14.4 or 14.5 or 14.6, the employee must bump into a position with fewer hours of work per week than his previously held position, the hours of work shall be increased to equal the hours of work in his former position until a position with a suitable number of hours of work becomes available through the job posting procedure.
- 14.9 In the event that an employee must bump an individual in the same or lessor classification which entails an increase in excess of 10 km. round trip as compared with former distance driven to and from work, the employee shall receive travel allowance as per board policy for each additional km. in excess of former round trip plus 10 km.
- 14.10 Every employee who has been bumped by a more senior staff member shall have to bump in accordance with 14.4 through 14.9.

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

14.12 Recall Procedure

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

14.13 If an employee with a seniority date prior to May 1, 1983, is recalled into a lower classification than the position he previously held, his salary shall be grandfathered in accordance with his previously held position until a position in his own classification becomes available through the job posting procedure.

14.14 If an employee with a seniority date of May 1, 1983, or later is recalled into a lower classification than the position he previously held, his salary shall be grandfathered for a maximum of the length of time employed in his former classification, or until a position becomes available through the job posting procedure, whichever is the shorter length of time.

14.15 If an employee who has been laid off is offered a job within his own classification, and refuses the job, he shall lose all seniority rights and his name shall be deleted from the seniority list.

14.16 When an employee is to be recalled by the Board, he shall be notified by registered mail to his last place of residence recorded with the Board and be advised of the date his services will be required to commence. If the employee fails to advise the Board of his intention to return to work on the date indicated within ten (10) calendar days after the mailing of such notice, or fails to report for work on the date indicated after having advised the Board of his intention to return to work, he shall lose all seniority rights from the seniority list.

14.17 The employee is solely responsible for his proper address being on record with the Board.

14.18 An employee shall lose all seniority rights with the Board should he be laid off for a period longer than (12) calendar months.

14.19 For the purpose of lay-off, the Maintenance A classification shall be deemed to include the following sub-classifications:

14.19.1 Electrician

14.19.2 Plumbers

14.19.3 Carpenters

14.19.4 Painters

14.19.5 Masons

14.19.6 Glaziers

14.19.7 Welders

14.19.8 Roofers

14.19.9 Small Motor Mechanics

- 14.20 In the event of a school being closed, the custodians employed in that school will have to bump in accordance with Article 14.

ARTICLE 15

JOB POSTING

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

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

15.12 Vacancies created by an absence due to:

- i. an employee in receipt of LTD benefits
- ii. an employee not in receipt of LTD benefits and absent from work due to illness for a period of more than six months
- iii. an employee absent from work and in receipt of WCB benefits for a period of more than six months

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

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

ARTICLE 16

JOB CLASSIFICATIONS AND RATES OF PAY

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

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

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

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

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

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

16.5 If an employee is required to possess a valid Ontario Stationary Engineer's qualification to fulfill his/her position, the following sum will be paid over and above the base wage rates in Schedule A plus the appropriate allowance as per 16.3 or 16.4:

January 1, 1982 - 10¢ per hour

- 16.6 The Board will pay each maintenance employee an additional 15¢ per hour for each applicable additional valid Ontario Ministry of Labour Journeyman Tradesman Qualification held. The Board will pay each Custodial, Warehouse or Cafeteria employee an additional 15 cents per hour for each valid Ontario Ministry of Labour Journeyman Tradesman Qualification held.
- 16.7 For an employee who works less than 35 hours per week, the afternoon shift allowance shall be paid on all hours worked after 4:00 p.m.
- 16.8 Any shift composed of seven (7) hours or more worked between 2:00 p.m. and 11:00 p.m. is to be classified as an afternoon shift, and any shift composed of seven (7) hours or more worked between 11:00 p.m. and 7:00 a.m. is to be classified as a night shift.
- 16.9 Effective January 1, 1989, shift differential shall be paid as follows:
- Afternoon shift (40 cents)
 - Three weeks or more (45 cents)
 - Night shift (50 cents)
- 16.10 16.10.1 People on alternate week shift will be paid 20 cents per hour in addition to the regular hourly rate on all regular hours worked.
- 16.10.2 People on three weeks afternoons and one week days will be paid 34 cents per hour in addition to the regular hourly rate on all regular hours worked.
- 16.10.3 People on permanent nights will be paid 50 cents in addition to the hourly rate on all regular hours worked.
- 16.11 Employees will not suffer a shift differential wage loss during the Christmas and March break, or for illnesses less than ten (10) consecutive working days.
- 16.12 During the months of **July** and August, the **shift** differential rate will only apply to those **staff** working afternoon or night shifts.
- 16.13 Employees will not be paid under both 16.9 and 16.10.
- 16.14 **Standby**
- Should an employee be required to be on standby he/she shall be paid 4 hours per day (i.e. 24 hours) at straight time rates for each day (i.e. 24 hours) he/she is required to be on standby. In the event that the employee on standby is called in to work he/she shall be paid the appropriate overtime rate for the hours worked.
- 16.15 **Leadhand**
- If in the opinion of a supervisor a lead hand is required on a job the individual with the greater seniority and the qualifications who has expressed an interest in such a position will be selected and shall be paid 25¢ per hour for the period of time for which he/she is assigned the responsibility of leadhand.

16.16 Permanent Supply

- 16.16.1** Effective within 30 days of ratification of this collective agreement, the Board shall maintain a compliment of four **(4)** employees for permanent supply.
- 16.16.2** Supply staff shall be assigned to replace staff who are absent due to illness or the granting of leaves of absence.
- 16.16.3** In the event that no positions are available due to illness *or* leaves of absence the supply staff may be assigned to any duties within the scope of the bargaining unit.
- 16.16.4** Supply staff shall be paid as per the Custodian I classification in accordance with Schedule "A" .
- 16.16.5** After the first full shift of replacing an employee in a higher classification supply staff shall be paid the base rate of the classification to which he /she has been assigned (effective January **1, 1988**).
- 16.16.6** Each member of the supply staff will be assigned to a location as home base. In the event that a supply staff member is assigned to a location outside the City limits of Thunder Bay and the distance from the assigned home base is in excess of **30** km round trip the staff member shall be paid mileage for the km in excess of 30 km.

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

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

16.18 Promotional System

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

- 16.18.1** All new custodial employees, hired by the Board, will be placed as Custodian I. They will serve their **3** month probationary period in this category. To complete probationary period they must demonstrate sufficient understanding of the role description of a Custodian I as per the Board's role description.
- 16.18.2** To be promoted to a Custodian II you must first:
 - (a) have completed your probationary period as a Custodian I
 - (b) attend and pass a Board sponsored Pre-Qualification for Custodian II course

- (c) be the most senior applicant.
- 16.18.3 To be promoted to Chief Custodian of an elementary school you must first:
- (a) be employed as a Custodian II and completed your trial period
 - (b) have attended and passed the Pre-Qualification for Chief Custodian course Board approved course
 - (c) be able to effectively communicate both oral and written
 - (d) attend Human Resources workshops sponsored by the Board and show some leadership qualities
 - (e) be the most senior applicant.
- 16.18.4 To be promoted to Chief Custodian of a secondary school you must first:
- (a) be a Chief Custodian of an elementary school and completed your trial period
 - (b) attend Human Resources workshops sponsored by the Board and show some leadership qualities
 - (c) be able to effectively communicate both oral and written
 - (d) be the most senior applicant.
- 16.18.5 If a ticketed person is required in accordance with the Operating Engineers Act, in any building either as a Chief Custodian or Shift Engineer, this promotional system may be by-passed.

16.19 Maintenance - Promotions

- 16.19.1 An employee who applies for a Maintenance "B" position must have the background experience required for the position.
 - 16.19.2 An employee classified as Maintenance "B" who applies for a Maintenance "A" trade position must have a valid trade certificate *in* the area *posted* or equivalent qualifications obtained through work experience.
 - 16.19.3 New employees hired for Maintenance "A" positions will be required to provide a valid trade certificate.
 - 16.19.4 Maintenance "B" positions will be filled internally before hiring from the open market provided that applicants have the required skills as determined by the Superintendent of Business and Plant.
- 16.20 The Board shall designate one custodian as responsible for Churchill Pool, and will pay that individual a bonus of seventy dollars (\$70) per month to assume those responsibilities for as long as the Pool remains a responsibility of the Board.

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

16.22 Custodian II/Maintenance "B"

16.22.1 The Board shall have the right to transfer a Custodian II/Maintenance "B" employee to available maintenance work during the Christmas Break, the March Break, and the summer from May 15 to September 30.

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

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

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

16.23 Definitions

16.23.1 Maintenance A-trade refers to an employee who possesses a valid Ministry of Labour journeyman's certificate or an employee who has attained the classification through a number of years of on-job experience.

16.23.2 Maintenance B-trade refers to an employee who is in training for a maintenance A classification.

ARTICLE 17

OVERTIME

17.1 Overtime Defined

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

17.2 Overtime worked before or after the regular daily hours shall be paid at the rate of time and one-half.

17.3 With the exception of the Weekend Pool Attendant, any work performed by an employee after twelve midnight Friday to twelve midnight Sunday shall be paid at the rate of time and one-half of the regular rate of pay.

17.4 Where weekend or holiday firing is required, the employee shall be paid a minimum of two **(2)** hours at time and one-half of his regular rate.

- 17.5 In the event that an employee is called in to work and sent home, so that he could work a later shift, he shall be paid for four hours straight time.
- 17.6 An employee may choose to receive time off, at the appropriate overtime rate, at a mutually agreeable time, in lieu of the cash payment for overtime. This provision is not to exceed five (5) days per year.
- The Manager of Plant shall notify, in writing, the Recording Secretary of the Union, of all time off taken by **staff** in lieu of over time pay.
- 17.7 Employees required to work on a swing stage or scaffolding in excess of twenty feet shall be paid a bonus of twenty-five (25) cents per hour.
- 17.8 When regular part-time staff work extra hours as temporary replacements as defined in Article 2, Overtime shall be paid only for hours worked in excess of eight per day and forty per week.
- e.g. Custodian **A** at school **Z** works 8:00 a.m. to 12:00 noon
Custodian **B** at school **Z** works 1:00 p.m. to 5:00 p.m.
- In the event Custodian **B** is off sick and Custodian **A** works the extra hours, all hours worked by Custodian **A** that day are paid at straight time.
- 17.9 For clean-up during the March Break, Christmas Break, P.A. days and July and August, overtime will only be paid for hours worked in the excess of forty per week.
- e.g. Employees who work less than full time, may work extra hours (with supervisory approval) at straight time, up to eight hours per day and forty hours per week.
- 17.10 Employees who work at least two hours overtime beyond their eight (8) hour shift, will receive a meal allowance of \$5.00.

ARTICLE 18

HOURS OF WORK

- 18.1 Custodian **I** employees are not to work beyond 10:30 p.m. unless agreed upon by the employee and the union.
- 18.2 All overtime work for special meetings, student activities, elections, etc., or any time worked in excess of the "hours of work" as defined herein, and as authorized from time to time by the Superintendent of Business and Plant, all caretaking and maintenance personnel shall be paid for the actual hours worked at the rate of time and one half of his regular classification. In the case of evening or special activities, the custodian shall be on duty one half hour preceding the opening time of such activity and shall remain on duty one half hour after the close of such activity, both half hours to count as part of his overtime and further, he shall be guaranteed pay for a minimum period of two hours on any such occasion. The Board will pay for caretakers coming in for unusual cleanup after dances, at Overtime rates, if applicable.

- 18.3 The work week shall be Monday to Friday.
- 18.3.1 Day Shift is defined as any hours worked between 7:00 a.m. and 5:00 p.m.
- 18.3.2 Evening Shift is defined as follows:
- 18.3.2.1 Any 7 or more hour **shift** between 2:00 p.m. and 11:00 p.m.
- 18.3.2.2 Any hours worked between 5:00 p.m. and 11:00 p.m.
- 18.3.3 Night Shift is defined as any 7 or more hours shift between 11:00 p.m. and 7:00 a.m.
- 18.4 Change of Hours
- Employees hours of work shall not be changed except through:
- 18.4.1 the layoff, bumping, and recall procedure
- 18.4.2 a successful bid via the job posting procedure
- 18.4.3 mutual consent among the Board and the Union Executive, and the employee(s).
- 18.5 Lunch Break
- For employees who work an eight (8) hour shift there shall be a twenty (20) minute paid lunch period included in each eight (**8**) hour shift for each of the following employee groups:
- 18.5.1 secondary school day shift and evening shift
- 18.5.2 elementary school evening shift only
- 18.5.3 all night shifts
- 18.6 In schools where there is only one Custodian II in addition to the Chief Custodian, the Chief Custodian shall work day **shift** for three (3) weeks out of four (**4**) and evening shift for one week out of four unless mutually agreed to do otherwise.
- 18.7 In schools where there are two or more custodian II's in addition to the Chief Custodian, the Chief Custodian shall work day shift only unless mutually agreed between the Board and the Union Executive to do otherwise.
- 18.8 Summer Hours
- 18.8.1 For employees who work at least an eight (8) hour shift during the months of July and August there shall be a twenty (20) minute paid lunch period included in each shift.

- 18.8.2 An employee shall have the option of completing his/her regular work week within a four (4) day period, not exceeding ten (10) hours per day, during the months of July and August.
- 18.8.3 Should a forty-hour per week employee work less than his/her full work week during July and August (with supervisory approval), and not suffer a reduction in wages, the time off must be made up, at regular rates of pay, during the three months immediately preceding, and/or the three months immediately following the summer break.
- e.g. Custodian A normally works 40 hours per week, 8 hours per day.
- During July and August, he works 4 - 8 hour days per week for five weeks, and receives full pay. He, therefore, has $5 \times 8 = 40$ hours to make up during the months of April to June and/or September to November.
- 18.8.4 Should an employee who works less than 40 hours per week work less than his/her work week during July and August, (with supervisory approval), and not suffer a reduction in wages, the time off must be made up at regular rates of pay during the months of July and August.
- 18.8.5 When employees choose to work in excess of 8 hours per day during the months of July and August in order to implement the four day work week, overtime shall not be paid. However, any hours worked in excess of forty (40) per week are subject to overtime rates.
- 18.8.6 When an employee arranges to work less than his/her full work week during July and August, in accordance with Article 18.8.3, overtime rates are not applicable while the hours are being made up during the three months before and after July and August.
- 18.8.7 Time off shall be arranged in order to maintain a five (5) day operation, Monday to Friday, where applicable.
- 18.8.8 Prior to the end of June, each employee will designate his/her option for the months of July and August and a summer schedule will be posted in all work locations.
- 18.8.9 The summer schedule will be developed by the appropriate supervisor in consultation with the employee and the Chief Custodian.

18.9 Christmas Break and March Break

Should an employee wish to take time off during the Christmas and/or March Break, the employee will make the request, indicating which option from 18.9.1 the employee wishes to use. The request will be made in writing to the Manager of Plant at least eight (8) weeks prior to the Break in question. Such request will not be unreasonably denied.

18.9.1 Options for Time Off

1. Use of annual vacation

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

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

18.10 Maintenance and Warehouse Hours of Work

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

18.10.2 Maintenance and warehouse employees shall have a 30 minute unpaid lunch break.

18.10.3 Employees working at schools within the City limits of Thunder Bay report for work at the schools at their regular starting time, and leave at their regular quitting time.

18.10.4 Employees working outside the City limits shall be deemed to have commenced employment at 8:00 am. at the shop. They will note the time required to reach the school, and leave early an equivalent length of time.

18.10.5 Employees will be paid at the rate of two (2) times their regular salary for working inside septic tanks - new tanks excluded.

18.11 Chief Custodians

18.11.1 There shall be a Chief Custodian in each school

18.11.2 The duties and responsibilities of the Chief Custodian shall include the care, cleanliness, heating of the school, and the supervision of custodial staff.

ARTICLE 19

RATE FOR TEMPORARY TRANSFERS

19.1 An employee may be transferred to a job classification carrying a higher rate of pay and with the exception of Permanent Supply classification, will be paid the higher rate for that classification from the first hour worked providing the employee completes one full shift.

19.2 If the Board finds it necessary to transfer, temporarily, an employee to a classification carrying a lower rate of pay, the employee shall continue to be paid his present salary.

19.3 Senior employees will be given preference on temporary transfers providing that equal qualifications prevail.

ARTICLE 20

EMPLOYEE BENEFITS

- 20.1 The Board agrees to pay 100% of the monthly premiums for:
- 20.1.1 Hospital and Medical Coverage through the Ontario Health Insurance Plan.
 - 20.1.2 Semi-Private hospital ward coverage through the Board's current plan.
 - 20.1.3 Extended Health Coverage through the Board's current carrier. The plan will be 10/20 deductible, and 80/20 shared risk.
 - 20.1.4 Group Life Insurance through the Board's current plan to a maximum of one-and-one-half times salary.
- It shall be mandatory for all employees in the bargaining unit to participate in the following amount:
- All employees shall take Life Insurance coverage for an amount of one-and-one half times their annual salary to the nearest \$1,000.
- 20.2 The Board agrees to pay 90% of the cost of the monthly premiums for the Board's current Dental Plan based upon the current O.D.A. fee schedule (both effective January 1, 1990).
- 20.3 Effective January 1, 1986, the Board agrees to pay 50% of the cost of the monthly premiums for a '\$200.00 reimbursement every 24 months' Vision Care Plan.
- 20.4 All of the above plans are equivalent to those currently provided by the Board and no changes in the specifications of the current plans will be made except by mutual consent between the Union and the Board.
- 20.5 Long Term Disability
- The Board agrees to pay 75% of the premium costs for a Long Term Disability Plan providing the enrolment requirements of the insurance carrier are satisfied. The basic conditions of the Long Term Disability Plan will be as follows:
- 20.5.1 70% benefit level.
 - 20.5.2 6 month total disability as a qualifying period.
 - 20.5.3 Disability is defined as own occupation for 2 years, and any occupation thereafter.
 - 20.5.4 70% benefit level will be reduced by any applicable pension premiums.
 - 20.5.5 The Board will continue to pay the Board's portion of the premium costs of applicable employees benefits for a period of 24 months from the date of eligibility for receipt of benefits under the Long Term Disability Plan.

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

ARTICLE 21

SICK LEAVE PROVISIONS

21.1 Sick Leave Defined

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

21.2 Annual Sick Leave

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

21.3 Accumulation of Sick Leave

- 21.3.1 The unused portion of an employee's annual sick leave shall accrue for his future benefits.
- 21.3.2 Sick leave credits shall not accumulate beyond a maximum of 240 days at any time.
- 21.3.3 Employees on LTD or WCB will accumulate sick leave in accordance with 21.2.1 and 21.2.3 up to a period of thirty (30) months. After thirty months, the sick leave accumulation will be frozen and will re-commence upon the employee's return to work.

21.4 Deductions from Sick Leave

- 21.4.1 The twenty days provided for sick leave each year must be used before an employee can use or call upon the days to his credit in his/her cumulative reserve.
- 21.4.2 An employee who has used the current year's sick leave may draw on his accumulated sick leave until the credit is exhausted.

21.4.3 Workmen's Compensation Pay Supplement

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

21.5 Verification of Absence Due to Illness

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

21.6 Transfer of Sick Leave Credits

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

21.7 Sick Leave During Leave of Absence & Layoff

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

21.8 Guarantee In the Event of Disability

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

21.9 Sick Leave Records

21.9.1 On June 30, 1976, and annually thereafter, any unused portion of sick leave days for the preceding year shall be entered in the ledger to the credit of each employee.

21.9.2 A statement shall be sent to each employee at the beginning of each school year which shows his absence during the previous year, and his balance, if any, in the Cumulative Sick Leave Reserve.

21.10 Service Gratuity

21.10.1 Upon retirement each employee shall be entitled to a service gratuity in accordance with Board Policy. (Retirement means the act of ceasing to be employed by the Board upon becoming eligible for and accepting a pension.)

21.10.2 In the event of an employee dying during his period of employment with the Board, payments of a service gratuity shall be made by the Board to the personal representative or the estate of the said employee in accordance with Board Policy.

ARTICLE 22

LEAVE OF ABSENCE

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

22.1 _____ i

22.1.1 Leave on compassionate grounds

22.1.1.1 Illness - immediate family;

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

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

22.1.1.2 Bereavement - immediate family;

This covers an absence from duty of an employee due to a bereavement in his or her immediate family of up to, but not exceeding five (5) working days on any one occasion. When used herein immediate family shall include father, mother, sister, brother, husband, wife, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law. Employees taking more than three (3) days bereavement leave will have their sick time reduced by the number of days they take in excess of three (3) days.

22.1.1.3 Attendance ~~at~~ a family funeral;

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

22.1.2 Leave to write examinations:

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

22.1.3 Absence to Take Courses:

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

22.1.4 Absence on Board Business:

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

22.1.5 Absence for Jury Duty and Witness:

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

22.1.6 Absence as a member of a Ministry Committee:

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

22.1.7 Absence for other reasons:

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

22.1.8 Union Notification:

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

22.2 Leave of Absence with a Salary Deduction

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

22.2.1 Attendance at a family graduation.

22.2.2 Attendance at a family wedding.

22.2.3 Attendance at a family anniversary.

- 22.2.4 Attendance at a convention or conference as a non-Board delegate.
- 22.2.5 Personal or family business, not specifically set out above.
- 22.2.6 Absence to a maximum of six weeks to one parent for the purpose of adopting a child.
- 22.2.7 Absence for a maximum period of one (1) year and not otherwise covered under this section, or Cumulative Sick leave plans, may be granted by the Board.

22.3 Procedure for Obtaining Leave

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

ARTICLE 23

MEDICAL CERTIFICATE

All new employees will be required to provide the Board with a medical doctor's certificate of fitness before final appointment to staff is made.

ARTICLE 24

MATERNITY LEAVE

The Board will grant maternity leave to any female employee as provided for under Part XI - Pregnancy Leave of the Employment Standards Act, 1974, and amendments thereto.

ARTICLE 25

VACATIONS WITH PAY

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

Effective January 1, 1990:

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

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

- 25.3 Employees with 20 years of service or more, vacations to be taken at a mutually agreeable time, during the calendar year.

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

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

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

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

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

ARTICLE 26

STATUTORY HOLIDAYS

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

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

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

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

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

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

In the event that Remembrance Day is restored as a school holiday, Remembrance Day will be reinstated as a *statutory* holiday.

ARTICLE 27

CLOTHING

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

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

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

- 2 pairs of trousers
- 3 shirts

Female employees may choose an alternate style of uniform.

- 27.4 The annual uniform issue for employees who work less than 20 hours per week shall be as follows:
- 1 pair of trousers
 - 2 shirts
- Female employees may choose an alternate style of uniform.
- 27.5 The Board will maintain a supply of protective clothing such as rubber gloves, coveralls, and other clothing that may be used for other than regular duties, including special clothing for use in potable and non-potable water.

ARTICLE 28

CLOTHING ALLOWANCE

- 28.1 In lieu of the provision of Article 27, for the period January 1, 1989 to December 31, 1990, the Board shall provide a clothing allowance as follows:
- Effective January 1, 1989 to December 31, 1990, \$195.00 per year for each employee.
- 28.2 The style and quality of the uniform shall be determined in consultation with the Union in accordance with the following guidelines:
- 28.2.1 Cafeteria staff - the colour of uniform shall be determined by the cafeteria staff in each school. All cafeteria staff in each school shall wear the same colour uniform.
 - 28.2.2 Maintenance staff - dark brown pants and Warehouse lighter brown shirts
 - 28.2.3 All other staff - 2 shades of blue (dark bottom and lighter top)
- 28.3 Each employee shall submit to the Manager of Custodial Services proof of purchase of a uniform in the amount of the annual allocation.
- 28.4 Any new permanent employee hired between January 1 and June 30 will receive **the full** clothing allowance. Any new permanent employee hired after June 30 will receive one-half the clothing allowance.
- 28.5 After one year on the supply starting date list, an individual will be entitled to a one hundred dollar (\$100) clothing allowance. No individual will collect more than a full clothing allowance in any given year.

ARTICLE 29

MILEAGE AND INSURANCE ALLOWANCE

- 29.1 Where a maintenance employee drives his own vehicle from job to job, at the direction of the Board, he shall be paid a mileage allowance in accordance with Board Policy.

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

ARTICLE 30

C.O.L.A.

- 30.1** (a) Effective April 1, 1986, a percentage general increase, (W_1), calculated as follows: (C.O.L.A. adjustments will not be made if $W \leq 0$)
- (Percentage increase in C.P.I. for Thunder Bay from March 1985 to March 1986) - (4.65%) = W_1
- (b) Effective July 1, 1986, a further percentage increase, (W_2), (Percentage increase in C.P.I. for Thunder Bay from June 1985 to June 1986) - (4.65% + W_1) = W_2
- (c) Effective October 1, 1986 a further percentage increase, (W_3), (Percentage increase in C.P.I. for Thunder Bay from September 1985 to September 1986) - (4.65% + W_1 + W_2) = W_3
- (d) Effective December 31, 1986 a further percentage increase, (W_4), (Percentage increase in C.P.I. for Thunder Bay from November 1985 to November 1986) - (4.65% + W_1 + W_2 + W_3) = W_4
- 30.2** Pay Periods and Pay Days:

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

ARTICLE 31

PENSIONS AND RETIREMENT

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

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



ARTICLE 32

DURATION

- 32.1 This agreement shall continue in effect for two (2) years from ~~January 1, 1989~~ and expiring on ~~December 31, 1990~~, and shall continue automatically thereafter for further periods of twelve (12) months each, unless either party notifies the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the annual expiration date of its desires to amend, modify or terminate this agreement.
- 32.2 In the event of such notification being given as to the amendment of this agreement, negotiations between the parties shall begin within thirty (30) days following such notification.

ARTICLE 33

TEMPORARY MAINTENANCE EMPLOYEES

- 33.1 When maintenance employees are required by the Board for a temporary period during June, July and August for special projects, the following terms and conditions apply:
- 33.1.1 Rate of pay shall be as per Schedule A.
- 33.1.2 With the exception of clause 15.5 and 15.11, temporary maintenance jobs shall be posted as per Article 15. Vacancies arising from the filling of posted positions need not be posted, and may be filled by temporary custodial employees as defined in Article 2.
- 33.1.3 With the exception of clause 18.8 and 18.9, hours of work shall be in accordance with Article 18.
- 33.1.4 The following articles do not apply to employees who, if any, are hired from outside:
- 33.1.4.1 Seniority - Article 12 and Article 13
 - 33.1.4.2 Employee Benefits - Article 20
 - 33.1.4.3 Sick Leave - Article 21
 - 33.1.4.4 Leaves of Absence - Article 22.1
 - 33.1.4.5 Vacations with Pay - Article 25
 - 33.1.4.6 Statutory Holidays - Article 26
 - 33.1.4.7 Clothing - Article 27 and Article 28
 - 33.1.4.8 Layoff and Recall - Article 14


Temporary maintenance employees shall only be entitled to statutory benefits.

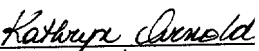
- 33.2 The Board and Union may mutually agree to apply the terms and conditions of this article for special projects at times other than June, July and August.
- 33.3 Temporary maintenance employees shall not be hired if a qualified employee is on layoff.
- 33.4 A current employee transferred to a temporary maintenance position through posting procedure will return to his/her formerly held position upon the expiration of the temporary maintenance position. A current employee shall not suffer any loss of seniority or benefits as per 33.1.4 above as a result of a transfer to a temporary maintenance position.
- 33.5 Article 33 will be in effect until December 31, 1988.

Dated at Thunder Bay this 28th day of November, 1989.

Accepted:

For The Lakehead Board of Education:


Chairman

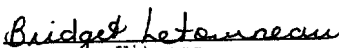

Witness


Secretary


Witness

For the Canadian Union of Public Employees, Local 2486:


President


Witness


Representative


Witness

SCHEDULE 'A' - SALARIES

Effective January 1, 1989 to December 31, 1990

<u>Classification</u>	<u>Hourly</u>	<u>Jan. 1 1989</u>	<u>July 1 1989</u>	<u>Jan. 1 1990</u>
1. Head Custodian Secondary Schools	Start	14.004	14.144	14.922
	6 mos.	14.178	14.320	15.108
	12 mos.	14.352	14.496	15.293
2. Head Custodian Elementary School (over 20 classrooms)	Start	13.215	13.347	14.082
	6 mos.	13.392	13.526	14.270
	12 mos.	13.568	13.704	14.457
3. Head Custodian Elementary School (8 - 20 classrooms)	Start	13.018	13.148	13.871
	6 mos.	13.186	13.318	14.051
	12 mos.	13.355	13.488	14.230
4. Head Custodian Elementary School (less than 8 classrooms)	Start	12.638	12.764	13.466
	6 mos.	12.797	12.925	13.636
	12 mos.	12.957	13.087	13.806
5. Maintenance A - with trade or experience	Start	15.266	15.419	16.267
	6 mos.	15.442	15.596	16.454
	12 mos.	15.618	15.774	16.641
6. Maintenance B	Start	12.808	12.936	13.647
	6 mos.	12.948	13.078	13.797
	12 mos.	13.088	13.219	13.946
7. Truck Driver	Start	12.386	12.510	13.198
	6 mos.	12.576	12.702	13.401
	12 mos.	12.767	12.895	13.604
8. Labourer	Start	11.443	11.557	12.193
	6 mos.	11.600	11.716	12.360
	12 mos.	11.757	11.874	12.528
9. Storekeeper	Start	13.175	13.307	14.039
	6 mos.	13.403	13.537	14.281
	12 mos.	13.630	13.766	14.523
10. Warehouseman Class I	Start	12.506	12.631	13.325
	6 mos.	12.672	12.799	13.503
	12 mos.	12.838	12.967	13.680
11. Warehouseman Class II	Start	11.894	12.013	12.674
	6 mos.	12.058	12.179	12.849
	12 mos.	12.222	12.344	13.023
12. Deliveryman Class A	Start	12.407	12.531	13.220
	6 mos.	12.572	12.698	13.396
	12 mos.	12.738	12.865	13.572

<u>Classification</u>	<u>Hourly</u>	<u>Jan. 1</u> <u>1989</u>	<u>July 1</u> <u>1989</u>	<u>Jan. 1</u> <u>1990</u>
13. Deliveryman Class B	Start 6 mos. 12 mos.	12.114 12.278 12.443	12.235 12.401 12.567	12.908 13.083 13.258
14. Custodian II and Weekend Pool Attendant	Start 6 mos. 12 mos.	12.407 12.572 12.738	12.531 12.698 12.865	13.220 13.396 13.572
15. Custodian I Lead Hand	Start 6 mos. 12 mos.	10.698 10.848 10.998	10.805 10.957 11.108	11.400 11.559 11.719
16. Custodian I 40 hours	Start 6 mos. 12 mos.	10.498 10.648 10.797	10.603 10.754 10.905	11.186 11.345 11.505
17. Cafeteria Manager	Start 6 mos. 12 mos.	10.975 11.185 11.396	11.084 11.297 11.510	11.694 11.918 12.143
18. Cafeteria Assistant	Start 6 mos. 12 mos.	9.193 9.399 9.604	9.285 9.493 9.700	9.795 10.015 10.234
19. Cafeteria - Hourly	Start 6 mos. 12 mos.	9.176 9.176 9.176	9.268 9.268 9.268	9.777 9.777 9.777

LETTER OF UNDERSTANDING

The Board agrees that once the I.P.P.S. Computer system is fully operational, the Board will consult with the Union regarding the itemized list accompanying the cheque.

The parties further agree that this letter of intent forms part of the collective agreement.

For C.U.P.E. Local 2486

Marian Leat
Bridget Letourneau
Curtis Madore
John Maybroda
Jennifer Olson
William Robertson
Katherine Tait

For The Lakehead Board of Education

Paul Andrew-Cotter
Trish Gléna
Alf Kivi
Ted Vance
Mike Zale

Dated at Thunder Bay, Ontario this 28th day of November, 1989.

LETTER OF UNDERSTANDING

The Board and the Union agree to form a Committee to *study* and make recommendations to the negotiating teams *the issue* of Apprenticeship and training. This committee will be comprised of three (3) members of the Board and three (3) members of the Union. The first meeting of this committee will be called by the Manager of Plant and will take place within ninety (90) days of ratification of this collective agreement.

The committee may request the presence of any resource person at the meetings.

This committee will forward its *study* and *recommendations* to the next set of negotiations.

The parties further agree that this letter of understanding forms part of the collective agreement.

For C.U.P.E. Local 2486

For The Lakehead Board of Education

Marian Leat
Bridget Letourneau
Curtis Madore
John Maybroda
Jennifer Olson
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Katherine Tait

Paul Andrew-Cotter
Trish Glona
AH Kivi
Ted Vance
Mike Zale

Dated at Thunder Bay, Ontario this 28th day of November, 1989.

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