

SOURCE	Comp		
EFF.	98	01	01
TERM.	00	08	31
No. OF EMPLOYEES	180		
NOMBRE D'EMPLOYÉS	180		

AGREEMENT

BETWEEN

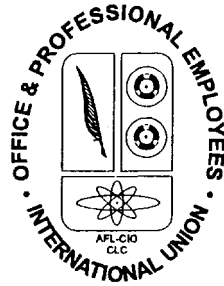


Lakehead Public Schools

LAKEHEAD DISTRICT SCHOOL BOARD

and

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 454



JANUARY 1, 1998 - AUGUST 31, 2000

08/51 (06)

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Lakehead District School Board

THIS AGREEMENT ENTERED INTO AND TO
BE IN EFFECT UNTIL AUGUST 31ST, 2000

BETWEEN:

LAKEHEAD DISTRICT SCHOOL BOARD
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, clerical, library technicians and computer support staff of Lakehead District School Board save and except for supervisors, persons above the rank of supervisor, executive secretaries, administrative secretaries employed in a confidential capacity relating to labour relations, students employed during the summer vacation period, and persons covered by an existing Collective Agreement binding upon the Board.

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 layoff.

- 3.4 The employee is responsible for a current address being on record with the Board and the Union. The Board shall provide the Union with a list of employees and their home addresses twice yearly, at the time of publication of the seniority list.
- 3.5 Electronic Monitoring will not be used to measure the quantity of work performed by the employee.
- 3.6 Only those employees listed on the Human Resources O.P.E.I.U. Supply List will be called for casual assignments.
- 3.7 The Board will provide a dedicated hotline.

ARTICLE 4

DISCRIMINATION

- 4.1 It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation or disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, sexual orientation, handicap, citizenship, record of criminal offenses, marital status, family status, or membership or activity in the Union. It is not the intent of this provision to prevent the Board from instituting mandatory retirement, nor is it the intent of this provision to prevent the Board from implementing bona fide occupational qualifications.

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 another department, a Steward or Union officer must first contact the Superintendent of Business and Plant, or Principal, or deputy, or the Supervisor of the department, and advise as to the general nature of the 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.
- 6.5 The Board acknowledges the right of the Union to appoint or otherwise select and recognize, a Negotiating Committee of not more than seven (7) 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

LABOUR MANAGEMENT COMMITTEE

- 7.1 A Labour Management Committee comprised of equal numbers of Union and management will meet on an informal basis at a time convenient to both parties. The Committee shall concern itself with:
- 1) considering constructive criticisms to foster and promote a harmonious workplace environment.
 - 2) discussing matters of mutual concern pertaining to working conditions, employment, efficiency in operations, morale, etc.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer. The Committee shall have direction and authority to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 8

UNION SECURITY

- 8.1 All employees shall become members of the Union and shall continue as such as a condition of employment.
- 8.2 Human Resources shall provide new employees with a copy of the current Collective Agreement and an information sheet provided by the Union.
- 8.3 The Board shall notify the Union Treasurer each month of the names of the persons who have completed their probationary periods.
- 8.4 A temporary employee is defined as follows:

- 8.4.1 An employee who is hired to replace someone who is absent due to illness or leave of absence granted by the Board.
- 8.4.2 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.
- 8.4.3 An employee who is hired to fill a temporary position as a result of 16.17.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 A temporary employee's service shall not exceed three (3) 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.
- 8.9 CASUAL EMPLOYEES (the following clause does not apply to supply 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 8.4, e.g. Night School and Summer School Secretaries.*
- 8.9.1 *A casual employee shall be eligible only for the following terms and conditions in this Agreement.*
- 8.9.1.1 *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 equaling one (1) year of seniority.*
- (b) *Seniority can only be used for the job posting procedure and retention of a casual position.*
- 8.10 The Board shall advise the President of the Union, in writing, of all employees hired, fired or laid off.

ARTICLE 9

CHECK-OFF

- 9.1 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.
- 9.2 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 (15th) day of the following month.
- 9.3 T-4 slips shall indicate the amount of Union dues paid.

ARTICLE 10

PROVISIONS FOR UNION MEETINGS

- 10.1 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 11

STRIKES OR LOCKOUTS

- 11.1 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.
- 11.2 In the event that any employees of the Board, other than those covered by this Agreement, engage in a strike and maintain picket lines, employees covered by this Agreement shall not be required to perform work normally done by those employees.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 DEFINITIONS

- 12.1.1 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.
- 12.1.2 The Union Grievance Committee shall consist of three (3) members of the Union Negotiating Committee and the appropriate Union Steward.
- 12.1.3 The Board Grievance Committee shall consist of the Chair of the Board, the Superintendent of Education - Human Resources, and one other Trustee.

12.2 PROCEDURE

- 12.2.1 An employee having a complaint, or one designated member of a group having a complaint, shall first discuss the complaint with the appropriate Supervisor.
- 12.2.2 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.

- 12.2.3** If the reply from the Supervisor in **12.2.2** 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 Superintendent of Human Resources or Designate. The Superintendent of Human Resources or Designate shall give a verbal ruling to the Union Grievance Committee within three **(3)** working days.
- 12.2.4** If the verbal ruling from the Superintendent of Human Resources or Designate 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 Superintendent of Human Resources or Designate 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.
- 12.2.5** 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.
- 12.2.6** 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 a Grievance Mediation Officer by either party. With mutual agreement, an outside third party may be used instead of a Grievance Mediation Officer. The parties shall contribute equally to any related expenses.
- 12.2.7** Failing settlement of the grievance either party, within fifteen **(15)** working days, may apply for settlement of the issues(s) in dispute by expedited arbitration or a Board of Arbitration as defined in the Labour Relations Act and in accordance with Article 13.
- 12.3** All time limits may be extended by mutual agreement.
- 12.4** 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 Superintendent of Human Resources or Designate by the Union Grievance Committee as per **12.2.3**.
- 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 **12.2.5**.
- 12.5** 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 13

ARBITRATION

- 13.1 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 Chair 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 Chair.
- 13.2 The decision of the Arbitrator shall be final and binding upon both parties.
- 13.3 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.
- 13.4 Both parties shall contribute equally to the expenses and remuneration required by the Arbitrator.
- 13.5 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.

ARTICLE 14

DISCIPLINE

For the purpose of this article Supervisor in the case of a school shall mean the Principal.

- 14.1 (The following clause does not apply to supply employees)

Lakehead District School Board will administer discipline in a manner consistent with the concept of progressive discipline. Discipline will be employed to ~~correct~~ improper conduct or poor ~~work~~ performance. An opportunity will be provided for the disciplined employee ~~to correct~~ the inappropriate behaviour identified. In cases of severe misconduct, the Board may bypass the normal progressive discipline process.

Employees must be aware ~~that~~ potential disciplinary actions will be invoked by the employer for misconduct or unacceptable work ~~performance~~. Supervisors are responsible for addressing potential situations that might draw discipline. Employees who are behaving or performing in a manner that might warrant discipline will be made aware of the nature of the unacceptable behaviour and the potential for discipline by ~~the appropriate~~ supervisor. Supervisors are expected to investigate offenses and ~~performance~~ problems fully and concisely. Each situation will be factually documented in a timely manner by the appropriate supervisor.

Progressive discipline will be applied in cases where the misconduct or performance problem is within the control of the employee.

A disciplinary response is not immediately justified *if* the situation is beyond the employee's control. The *Board* has a responsibility to inform the employee of the lack of adequate *performance* and, in the case of an employee who has completed the probationary period, give them a reasonable time to improve, offer the employee training opportunities and provide suitable counselling. If the individual continues *performing* inadequately and has had a reasonable amount of time to improve, the Board may discipline and ultimately dismiss an employee *for just* cause.

An employee shall have the right to have a Union representative present at disciplinary meetings with the *Board*. The Board will notify the employee in advance of a disciplinary meeting and the employee's right to have Union representation at the meeting. The Union has the right to have a representative of the Office and Professional Employees International Union present at all disciplinary meetings.

- 14.2 When an employee has been dismissed, the employee shall have the opportunity of interviewing a union representative in private for a reasonable period of time before leaving the Board premises.
- 14.3 A claim by an employee for unjust suspension or discharge shall be treated as a grievance and handled in accordance with Article 12, commencing at 12.2.2.
- 14.4 The term "employee" under this section shall refer only to employees who have completed their probationary periods.
- 14.5 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 15

PROBATIONARY PERIOD

- 15.1 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.

New supply employees shall serve as probationary employees for a period of (six) 6 months or sixty (60) working days, whichever occurs first.
- 15.2 In the case of termination, and where the probationary employee grieves, the employer shall be required to show that it acted reasonably in judging the employee unsuitable for further employment.
- 15.3 Upon written request of the Board, the probationary period may be extended one (1) 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.
- 15.4 A probationary employee shall be entitled to all rights and privileges of this Agreement.

ARTICLE 16

JOB POSTING

- 16.1 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.
- 16.2 A vacancy shall be posted with the same functional duties as the previous incumbent performed, except as required by Article 32, Technological Change. This does not preclude the right of the Supervisor(s) to structure the office to ensure the best possible office efficiency.
- 16.3 An Assistant Head Secretary vacancy shall be posted with a qualifier stating that if a secretarial position is not already held in the school in question, the successful applicant would assume the same basic functional duties as the previous incumbent performed (this basic function would be indicated on the posting). However, if a secretarial position is held at the school in question, the successful applicant shall have the option of either maintaining the 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.
- 16.4 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.
- 16.5 With the exception of temporary positions as per 16.17, positions arising from an absence of more than twelve (12) months shall be posted as a vacancy.
- 16.6 Applicants for the posted position shall apply to Human Resources using the application form in Appendix F, with a copy to the Union President.
- 16.7 Within ten (10) working days of the selection and acceptance of the successful applicant, the name of the successful applicant shall be posted.
- 16.8 If an employee on a leave of absence is the successful applicant on a job posting, the leave of absence shall be terminated.
- 16.9 If an employee who is absent due to illness or long term disability is the successful applicant on a job posting, the employee must be able to assume the duties of the position by the effective date on the job posting.
- 16.10 Applications must be received by the Human Resources Department by 9:00 a.m. of the working day following the closing date of the posting.
- 16.11 Subsequent postings arising from the filling of the original posting shall be posted for three (3) working days.
- 16.12 The date of posting shall be the date the posting is received at each location.
- 16.13 16.13.1 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.

16.13.2 A temporary vacancy of less than six (6) months, created by a temporary posting, need not be posted.

16.14 The Board agrees to fill job vacancies in order of seniority from the permanent seniority list providing the applicants have the qualifications required for the vacant position.

Where the Board has determined there is no applicant with the required qualifications, the Board will interview the six (6) most senior qualified applicants from the supply seniority list who have passed their probationary period. Where the Board has determined there is no applicant with the required qualifications, the Board will interview the next six (6) most senior qualified applicants and so on. The Board will not advertise or select externally until there are no internal applicants qualified for the position.

16.14.1 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 the previously held position, or in the event the previously held position has been abolished, the employee shall bump as per Article 19. During the first thirty (30) working days of placement in a new position, an employee will be allowed to voluntarily revert to the formerly held position. Any other employee promoted or transferred shall also be returned, in a similar manner, to the previously held position.

16.14.2 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.

16.14.3 The successful applicant will receive a minimum of three (3) working days notice prior to transferring to a new position.

16.15 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.

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

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

16.18 Temporary job vacancies which exceed or are expected to exceed three (3) months are required to be posted. If it is anticipated that, due to the reasons for the temporary vacancy, the vacancy may become a permanent vacancy, the posting shall include the following:

"This temporary vacancy has the potential to become a permanent vacancy. In that event, the Union and the incumbent will be so notified. The incumbent will have first right to the permanent vacancy without the need for posting; however, if the incumbent returns to their former position, the permanent vacancy will be posted and filled in accordance with this Agreement."

ARTICLE 17

SENIORITY

- 17.1 Seniority for new employees shall be established after completion of the probationary period.
- 17.2 17.2.1 Seniority for permanent employees 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. Seniority for supply employees shall be based on hours worked and will be **computed** semi-annually as of December 31 and June 30. For supply employees Christmas Break, March Break and Summer Break will not be considered as being a break in service, unless the employee requests the time off.
- 17.2.2 Ties will be broken as follows:
- (a) supplies in order of seniority
 - (b) persons accepting a Leave of Absence as per **17.5** or position as per **17.6** and **17.7**
 - (c) if (a) and (b) do not apply, then by the drawing of lots.
- 17.3 Seniority lists showing employee's seniority, classification, category and time worked shall be provided twice a year (March and October) to the Union members. If an employee does not challenge the seniority date within the first thirty (30) calendar days from the date that the employee's name first appears on the seniority list, then it is deemed that the list is correct.
- 17.4 (The following clause does **not** apply to supply employees)
When an employee is in receipt of LTD benefits the following Conditions apply:
- 17.4.1 *Seniority accumulates for thirty (30) months or length of active service with the Board whichever is the lesser, from the date of disability.*
- 17.4.2 *Seniority shall be frozen at the end of the period set out in **17.4.1**.*
- 17.4.3 *One month after an employee's seniority is frozen, the employee's name and employment date will move one month down the seniority list and will continue to do so on a monthly basis until the employee returns to work and commences to accumulate seniority again, or until the employee loses all previously accumulated seniority.*
- 17.5 (The following clause does not apply to supply employees)
During an authorized unpaid leave of absence, the following conditions apply:
- 17.5.1 *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.*

- 17.5.2 *Seniority shall be frozen at the end of the period set out in 17.5.1.*
- 17.5.3 *All seniority rights shall be lost 24 months after the start of the leave of absence.*
- 17.5.4 *One month after an employee's seniority is frozen, the employee's name and employee date will move one month down the seniority list and will continue to do so, on a monthly basis, until the employee returns to work and commences to accumulate seniority again, or until seniority has been frozen for twelve (12) months.*
- 17.5.5 *During the first year of leave, the employee may return to the former position in accordance with clause 18.8.1. During the second year of leave, the employee may return to a position with the Board in accordance with clause 18.8.2. An employee shall pay the equivalent of union dues, in accordance with the Union Constitution, throughout the period of leave up to a maximum of two (2) years,*
- 17.5.6 *A Leave of Absence of up to one (1) year may be granted, by the employer, in order for the employee to accept alternate employment. It is agreed and understood that in any such case, an employee shall lose one (1) year's accumulated seniority, regardless of the length of the leave. An employee shall pay the equivalent of union dues, in accordance with the Union constitution, throughout the leave.*
- (The following clause does not apply to supply employees)**
- 17.6 *An employee transferred to a temporary position with the Board excluded from the bargaining unit shall be subject to the following terms and conditions:*
- 17.6.1 *The period of exclusion shall be up to twelve (12) months, which may be extended by mutual consent between the Employee, the Union, and the Board.*
- 17.6.2 *Seniority shall continue to accumulate for the length of the temporary transfer.*
- 17.6.3 *The employee shall pay the equivalent of union dues bi-weekly by payroll deduction for the duration of the transfer.*
- 17.6.4 *The employee shall return to the employee's former position in accordance with clause 18.8.3.*
- (The following clause does not apply to supply employees)**
- 17.7 *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:*
- 17.7.1 *The employee's seniority shall be frozen at the time of transfer. This seniority may be used for the job posting procedure during the first year.*
- 17.7.2 *If the employee returns to the bargaining unit at any time during the second year in the excluded position, the employee shall be credited with half of the 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 the employee returns to the bargaining unit shall the employee be credited with seniority as above.*
- 17.7.3 *In the application of 17.7.1 and 17.7.2 an employee shall pay the equivalent of*

union dues bi-weekly by payroll deduction throughout the 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.

17.7.4 After two (2) years from the date of transfer, the employee shall lose all seniority rights.

17.7.5 The employee may be returned to the bargaining unit in accordance with clause 18.7.1 and 18.7.2.

ARTICLE 18 (the following Article does **not** apply to supply employees)

LAYOFF, RECALL, TRANSFER, RETURN TO WORK

18.1 In all cases of layoff, 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.

18.2 Employees shall be given necessary training time on procedures and equipment.

18.3 An employee covered by this Agreement shall not be transferred to a position excluded from this Agreement unless the employee agrees to such transfer.

18.4 If a pregnant employee working on a video display terminal so requests, the Board will attempt to facilitate a transfer to a position not requiring video display terminal work.

18.5 18.5.1 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 the employee's present salary.

18.5.2 Salary for an employee who is requested to relieve on a higher paid position will be ~~br~~ ~~usted~~ as follows:

18.5.2.1 For the first five (5) working days in the new position, the employee's present rate of pay will be maintained.

18.5.2.2 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.

18.5.3 When an employee is designated by a Superintendent to temporarily assume additional responsibilities of a position excluded from the bargaining unit, an allowance of up to 10% of the employee's own rate of pay may be received for the period of time so designated.

18.6 An employee laid off for a period of twenty-four (24) calendar months will lose all seniority rights with the Board.

18.7 An employee who accepts a position out of the bargaining unit may return to a position in the bargaining unit on the following basis:

- 18.7.1** *An employee returned to the bargaining unit within three (3) months shall be returned to the employee's previously held position, or in the event the previously held position has been abolished, to a comparable or like position without loss of salary standing or seniority status.*
- 18.7.2** *An employee returning to the bargaining unit after three (3) months shall return to a position to which the employee is entitled, as provided in Article 16.*
- 18.8** **18.8.1** *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 upon returning to work the former position provided the job still exists. If the job no longer exists, the employee will be placed in accordance with the layoff and recall procedure.*
- 18.8.2** *An employee who is absent as above for more than twelve (12) months shall not be guaranteed return to the former position held with the Board but upon return to work will be placed in accordance with the layoff and recall procedure.*
- 18.8.3** *An employee transferred to a temporary position with the Board excluded from the bargaining unit shall be guaranteed the former position held 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 layoff and recall procedure.*
- 18.9** *If a position is increased in time the incumbent staff member shall have the opportunity to increase time worked to equal the available position.*
- 18.10** *If the incumbent does not wish to increase time worked, the full position shall be posted, and the incumbent shall obtain another position via the bumping procedure as per Article 19.*
- 18.11** *In the case of one (1) full-time position being fulfilled by two (2) incumbents the following terms and conditions will be adhered to:*
- 18.11.1** *If one (1) of the incumbents leaves a position the remaining staff member may increase time worked to equal the position available. If the remaining staff member does not wish to increase time, the full position shall be posted and the incumbent shall obtain a position via the bumping procedure as per Article 19.*
- 18.11.2** *If both incumbents leave their positions, the full position shall be posted.*
- 18.11.3** *In the event that the position is increased in time the following terms and conditions will be adhered to:*
- 18.11.3.1** *The incumbent with the greater seniority shall have the opportunity to increase time up to, but not more than, a full-time position.*
- 18.11.3.2** *If the employee does not wish to increase time the second incumbent shall have the same opportunity.*
- 18.11.3.3** *If the employee does not wish to increase time this full position shall be posted, and the employee shall obtain another position via the bumping procedure as per Article 19.*
- 18.12** *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 Article 19. If a full time position is reduced by 0.5, the incumbent shall also have the option of retaining 0.5 of the present position and bumping another 0.5 position as per Article 19. In addition to the normal definition of classification, for the purposes of this clause, full-time and half-time will be considered as separate classifications.

18.13 Procedures for Layoff and Recall

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 twenty-four (24) calendar months.

18.14 Copies of job postings will be forwarded to the home address of any employees who have been on LTD for less than two (2) years, or on Layoff. The employee is solely responsible for a current address being on record with the Board.

ARTICLE 19 (the following Article does not apply to supply employees)

BUMPING PROCEDURE

Should a bumping situation arise, the President of the Union and the Human Resources Officer will discuss the options of following the process outlined in 19.1 or the process in 19.2. If the two (2) parties are unable to reach agreement on which process to use, the process outlined in 19.2 will be used.

19.1 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 the employee has the required qualifications. The redundant employee shall exercise bumping rights within two (2) working days of receipt of the bumping list.

In addition to the list produced below, a surplus or bumped employee may also bump the least senior position in the immediately higher category, same time for which the employee is qualified. If no such position exists in this category, then the next higher category and so on.

Bumping List

The Board in consultation with the Union President shall 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) least senior employees in the same classification, same time, same months per year, with less seniority than the redundant employee.
2. If ten (10) 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 #3 shall be repeated until no lower categories are available.*
5. *If ten (10) employees are not available as in 1 to 4 above, then the least senior employees, same classification, same time, more/less 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, same category, same time, more/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, same time, more/less months per year, from one (1) category lower 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, #7 shall be repeated until no lower categories are available.*
9. *If ten (10) employees are not available as in 1 to 8 above, then the above procedure will be repeated in regards to employees with less time than the redundant employee.*
10. *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 #9 above will be continued until there are no other 0.5 positions available.*
11. *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, the employee 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.

STEP#4 *An employee exercising seniority rights under this clause 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 an employee does not successfully complete the trial*

period, such employee shall bump the least senior employee, with less seniority, same time and category equal to or less than the employee's current category. If there is no position available with the same time, the procedure will be repeated for a position with less time.

19.2 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 of 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 Human Resources 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 19 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 20

NOTICE OF TERMINATION

- 20.1 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.
- 20.1.1 One (1) week's notice in writing to the employee if the period of employment is less than one year.
 - 20.1.2 Two (2) weeks' notice in writing to the employee if the period of employment is one (1) year or more but less than three (3) years.
 - 20.1.3 An employee who has three (3) or more years of employment will receive one (1) week's written notice for each year of employment, with a maximum required notice of eight (8) weeks.
- 20.2 The employee shall give two (2) weeks' notice or, failing to do so, will receive the minimum vacation indemnity to which the employee is entitled by law.

ARTICLE 21

LOSS OF SENIORITY

- 21.1 An employee shall lose all seniority rights for any of the following reasons:
- 21.1.1 Voluntary resignation.
 - 21.1.2 Discharge for cause (providing employee is not subsequently reinstated pursuant to provisions of grievance procedure).
 - 21.1.3 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.
 - 21.1.4 If an employee utilizes a leave of absence for purpose other than those for which it was granted, or, 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 22 (the following Article does not apply to supply employees)

CUMULATIVE SICK LEAVE AND SHORT TERM DISABILITY

- 22.1 *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 22.7.4.*

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

- 22.1.1 *The Education Act.*
- 22.1.2 *The Municipal Act R.S.O. 1970, Chapter 284, Section 352 paragraph 65 (b) and amendments thereto.*

22.2 OBJECTS OF THE PLAN

22.2.1 To protect employees of Lakehead District School Board 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.

22.2.2 22.2.2.1 To provide employees upon permanent layoff with a gratuity in the manner set out in Article 29 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 Lakehead District School Board (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.

22.2.2.2 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.

22.2.2.3 In the event of an employee dying while employed 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.

22.3 DEFINITIONS

22.3.1 Wherever used herein, "Board" shall mean Lakehead District School Board.

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

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

22.3.4 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.

22.4 ABSENCES CHARGED TO CUMULATIVE SICK LEAVE CREDITS

22.4.1 Personal Illness

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

22.4.2 Absence Covered by Workplace Safety and Insurance Board

That part of any absence recognized by the Workplace, Safety And Insurance 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 the employee's reserve.

22.4.3 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.

22.5 OPERATION OF THE PLAN

22.5.1 *The Board's Superintendent of Human Resources shall continue to use a Sick Leave Ledger, in which sick leave credits shall be entered as follows:*

22.5.2 *Effective July 1st of each year, full-time, twelve-month employees will be given twenty (20) sick leave days. These days shall be used to allow an employee to be absent from 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:

*70-month secretary working 7/10 time or 24.5 hrs./wk.
sick leave credits granted*

$$= 20 \times \frac{\text{months worked}}{12} \times \frac{\text{hrs. worked per wk.}}{35}$$

$$= 20 \times \frac{10}{12} \times \frac{24.5}{35}$$

= 11.66 days.

22.5.3 *On June 30 any unused portion of sick leave days from 22.5.2 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.*

22.5.4 *The annual sick leave allocation as per 22.5.2 must be used up before an employee can use the days credited to the employee's Sick Leave Bank.*

22.5.5 *An employee joining the Board after July 1 will be given sick leave credits in accordance with the provisions of clause 22.5.2.*

22.5.6 *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.*

22.6 OFFICER RECORDS

22.6.1 The Sick Leave Ledger to be kept by the Superintendent of Human Resources, and referred to in Article 22, may be examined by an employee, as it concerns the employee's 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 Human Resources 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.

22.6.2 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 Employment Insurance Commission Act, to qualify for premium reduction.

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

22.7.1 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 22.2.2.

22.7.2 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 22.7.1. For an employee hired after January 1, emergency sick days will be pro-rated as follows:

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

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

22.7.3 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 25. An employee must complete the probationary period in the calendar year in order to be eligible for the extra week of vacation in that calendar year.

22.7.4 Employees hired prior to September 1, 1986 may elect to opt into the Short Term Disability Plan by applying to the Superintendent of Human Resources or Designate in writing prior to December 31, 1986. It is understood that an employee electing to participate in the Short Term Disability Plan shall forfeit the retirement gratuity. An employee opting into the Short Term Disability Plan shall have the days in the employee's Sick Leave Bank frozen at the time of opting into the Short Term Disability Plan. These days shall be used to augment the Short Term Disability Plan or W.S.I.B. payments up to 100% salary level.

22.8 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 23 (the following Article does not apply to supply employees)

LEAVE OF ABSENCE

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

23.1 PROCEDURE FOR OBTAINING LEAVE

- 23.1.1 'Request for Leave of Absence' application forms shall be completed and submitted to the Superintendent of Human Resources or Designate 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 23.2.1.1 and 23.2.1.2) written application will be waived due to the suddenness with which these events occur.
- 23.1.2 The employee's superior officer, Principal or Supervisor will be advised of the leave, so that a temporary replacement, if required, can be made.
- 23.1.3 All salary deductions resulting from the granting of a leave under 23.3 will be made on the employee's cheque as soon as possible following the leave.

23.2 LEAVE OF ABSENCE WITHOUT A SALARY DEDUCTION

23.2.1 Leave on Compassionate Grounds

23.2.1.1 Illness - Immediate Family

This covers an absence from duty of an employee due to severe illness in the employee's 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, step-children, step-brother and step-sister.

23.2.1.2 Bereavement - Immediate Family

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

23.2.1.3 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 the employee's family not listed in 23.2.1.1 or 23.2.1.2 above, or a close friend, with permission from the Superintendent of Human Resources or Designate.

23.2.2 Leave to Write Examinations

This covers an absence from duty to permit the employee 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.

23.2.3 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.

23.2.4 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 Canadian 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.

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

23.2.6 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.

23.2.7 *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 the appointment to the respective committees.

23.2.8 *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.

23.3 **LEAVE OF ABSENCE WITH A SALARY DEDUCTION**

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

23.3.1 *Attendance at a family graduation;*

23.3.2 *Attendance at a family wedding;*

23.3.3 *Attendance at a family anniversary;*

23.3.4 *Attendance at a convention or conference as a non-Board delegate, except as provided in 23.2.4;*

23.3.5 *Personal or family business, not specifically set out above;*

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

23.3.7 *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 17.

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

23.3.8 *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".*

23.3.9 *An employee shall be granted a leave of absence to accept employment with the Union or any body to which the Union is affiliated without a loss of seniority.*

23.3.10 *Absence for Public Office or Union Affiliated Positions*

An employee who is appointed, selected or elected to a position of Public Office and/or to an affiliate of the Union, shall be granted an unpaid Leave of Absence without loss of seniority and without loss of sick leave credits to attend to business.

23.4 Deferred Salary Leave

23.4.1 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.

23.4.2 Qualifications

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

23.4.3 Application

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

23.4.3.2 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.

23.4.3.3 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).

23.4.4 Payment Formula and Leave of Absence

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

23.4.4.1 (a) In each year of the plan, preceding ~~the~~ year of the leave, the employee will ~~be paid~~ a reduced percentage of the employee's 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 23.4.4.1(b) shall be paid to the employee in the taxation year during which it was accrued.

23.4.4.2 (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 the employee 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 the employee 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 the employee's 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.

23.4.5 Terms of Reference

- 23.4.5.1 *The leave of absence period must not be less than six (6) consecutive months.*
- 23.4.5.2 *The leave must commence no later than six (6) years after the date of the first deferral of salary.*
- 23.4.5.3 *An employee on leave may not receive any remuneration from Lakehead District School Board during the period of the leave other than the amount of salary deferred plus interest accrued as per Article 23.4.4.1.*
- 23.4.5.4 *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.*
- 23.4.5.5 *Should an employee elect not to take the leave within the six (6) year period as indicated in Article 23.4.5.2, 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 (6) year period in Article 23.4.5.2.*
- 23.4.5.6 *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 Human Resources. Any exceptions to the aforesaid shall be at the discretion of the Board.*
- 23.4.5.7 *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.*
- 23.4.5.8 *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.*
- 23.4.5.9 *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 23.4.5.6. However, the conditions of Article 23.4.5.2 and 23.4.4.1(b) would continue to apply.*
- 23.4.5.10 *Should an employee die while participating in the plan, any monies accumulated, plus interest accrued (see 23.4.4.1(b)) at the time of death will be paid to the deceased's estate.*

- 23.4.5.11 *All employees wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.*
- 23.4.5.12 *On return from leave, an employee will be assigned to the same position or, if said position no longer exists, the employee will be governed by the provisions of Article 18 effective the date the employee is scheduled to return to work.*
- 23.4.5.13 (a) *Employees laid off in accordance with Article 18 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 24 (the following Article does not apply to supply employees)

PAID HOLIDAYS

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

<i>New Year's Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Easter Monday</i>	<i>December 24th</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>
<i>Civic Holiday</i>	<i>December 31st</i>
- 24.2 *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.*
- 24.3 *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.*
- 24.4 *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.*
- 24.5 *Any paid holiday covered by the Agreement which falls on a Saturday or a Sunday will be observed on a mutually agreeable date.*

24.6 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 $24.5 + 5 = 4.9$ hours of holiday pay.
- employee would have to work $24.5 - 4.9 = 19.6$ hours in the week of the paid holiday.

ARTICLE 25 (the following Article does not apply to supply employees)

VACATION

25.1 Employees covered by this Agreement shall be granted vacation with pay on a calendar year basis.

25.2 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.

25.3 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.

25.4 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.

25.5	After 1 year of service	2 weeks
	After 3 years of service	3 weeks
	After 9 years of service	4 weeks
	After 15 years of service	5 weeks
	After 19 years of service	5 weeks plus 1 day
	After 21 years of service	5 weeks plus 2 days
	After 23 years of service	5 weeks plus 3 days
	After 24 years of service	5 weeks plus 4 days
	After 25 years of service	6 weeks

Vacation Chart - Examples

Hire Date	# Of Weeks Eligibility				
	96	97	98	99	05
Jan 1/96	6 x 5/6 days	2	2	3	4
Apr 10/96	3 x 5/6 days	2	2	3	4
July 20/96	0	2	2	3	4
Sept 1/96	0	2	2	3	4
Dec 4/96	0	2	2	3	4

- 25.6 *Employees leaving prior to completion of six (6) months' continuous service shall receive 4% of earnings for period worked.*
- 25.7 *Employees on a reduced yearly schedule, after completing required years of service (computed by total months of service) shall be credited with their vacation with pay as per the above schedule.*
- 25.8 *If a paid holiday is observed during an employee's vacation period, the employee will be granted an additional day's vacation for each such holiday in addition to the regular vacation time.*
- 25.9 *Employees may be granted the vacation period preferred by the employee on a seniority basis at such times as may be mutually agreed upon by the employer and the employee.*
- 25.10 *Subject to mutual agreement, on rare occasions, an employee may request or be requested to carry a week or more of vacation into the next vacation year. However, under no condition shall vacation be extended beyond one year.*
- 25.11 *Vacation entitlement will be pro-rated for an employee who is granted an unpaid Leave of Absence which aggregates more than thirty (30) working days in a calendar year. Maternity, parental and adoption leaves, and unpaid leave of absence during a school shutdown will not be considered in the above calculation.*
- 25.12 *Where an employee's scheduled paid vacation is interrupted due to a serious illness or accident requiring the employee 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.*
- 25.13 *Where an employee's scheduled paid vacation is interrupted due to a bereavement in the employee's immediate family the period of bereavement leave as per 23.2.1.2 will not be counted against the employee's vacation credits.*
- 25.14 *An employee on WSIB or LTD will accumulate vacation only for each year in which the employee actually is at work.*
- eg. *Starts disability leave February 1994
Returns to work October 1998*

Receives *full* vacation *for 1994 and 1998*
Receives no vacation for *1995, 1996 or 1997*

ARTICLE 26

HOURS OF WORK AND OVERTIME

- 26.1 The normal work week for all permanent employees shall consist of five (5), seven (7) hour days, Monday through Friday, plus one (1) hour off for lunch each day.
- 26.2 The work period of 12-month members of the bargaining unit shall consist of fifty-two (52) weeks.
- 26.3 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.
- 26.4 Employees requested to work in addition to the time stated in Article 26.3 will be paid at their regular salary rate.
- 26.5 Work performed in excess of seven (7) hours per day or thirty-five (35) hours per week, Monday to Friday, or work performed by a supply employee in excess of 35 hours per week, 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.
- 26.6 Overtime may be paid on the pay cheque following the pay period during which the overtime was worked, however, should a permanent 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 the employee's 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.
- 26.7 Overtime work shall be on a voluntary basis for all employees except in case of emergency or peak periods.
- 26.8 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 27 (the following Article does not apply to supply employees)

EMPLOYEE BENEFITS

- 27.1 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.

27.2 Hospital and Medical Insurance

The Board will contribute 100% of the premium of the Ontario Health Insurance Plan (O.H.I.P.) and Lakehead District School 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.

27.3 Group Insurance

27.3.1 The Board will contribute 100% of the premiums for group insurance coverage up to 2 times the employees annual salary.

27.3.2 The Board agrees to administer an optional Board Plan for additional life insurance coverage, with employees paying the monthly premium costs.

27.4 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.

27.5 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.

27.6 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.

27.7 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".

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

ARTICLE 28 (the following Article does not apply to supply employees)

PENSIONS AND RETIREMENT

28.1 All employees will be covered by the Ontario Municipal Employees' Retirement System (O.M.E.R.S.).

28.2 All employees covered by this agreement shall join the O.M.E.R.S. Plan, effective from their date of hire.

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

28.4 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 29 (the following Article does not apply to supply employees)

SEVERANCE PAY

- 29.1 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 22 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:

$$\begin{aligned} & \text{Earnings since date of last hire} \times 2\% \\ & \times \text{No. of days in Sick Leave Reserve} \\ & \text{Years of service (since date of last hire)} \\ & \times 20 \text{ days (to a maximum of 240 days)} \end{aligned}$$

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.

- 29.2 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 22 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 the employee's sick leave reserve had the employee been participating in the cumulative sick leave plan, and this figure will be used in the formula spelled out in 29.1.

- 29.3 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.

- 29.4 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 seniority, pension rights, vacation rights, or any other rights provided for in this Agreement.

ARTICLE 30

MILEAGE AND INSURANCE ALLOWANCE

- 30.1 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 31

TRAINING

- 31.1 Employees may participate in training courses on procedures, equipment and software applications offered and paid for by the Board when applicable to bargaining unit jobs. Employees will not unreasonably be denied the opportunity to attend.

Such training will be offered to interested supply employees when space is available when training is directly related to the employee's usual assignments.

ARTICLE 32

TECHNOLOGICAL CHANGE

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

32.1 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.

32.2 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.

32.3 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.

32.4 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 in-service training.

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

32.5 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 33

CONTRACTING OUT

- 33.1 *Work which is normally or customarily performed by the employees within the job classifications covered by this Agreement shall continue to be performed by members of the bargaining unit except as required in instructional situation or where no bargaining unit members are available to perform the work in an expedient and timely manner.*

ARTICLE 34 (the following Article does not apply to supply employees)

JOB DESCRIPTIONS AND CLASSIFICATIONS

- 34.1 *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.*

- 34.2 IMPLEMENTATION OF THE GENDER NEUTRAL JOB EVALUATION PLAN

- 34.2.1 *The plan will be implemented on November 12, 1998. Any adjustments in salary as a result of the new plan will be made retroactive to November 12, 1998. 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 November 12, 1998, the rate of the incumbent at that date will be considered a "Half Circled" rate.*

- 34.2.2 *The following principles will apply to "Half Circle" rates:*

- 34.2.2.1 *If an employee becomes "Half Circled on the job the employee is holding, the employee's category will be maintained for a two (2) year period from November 12, 1998. After this two (2) year period, the employee will receive one-half of the negotiated salary increase each year until the employee is no longer paid in excess of the appropriate category.*

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

- 34.2.2.3 *If an employee becomes "Half Circled" on the job the employee is holding, either on a temporary or relief basis, on November 12, 1998, the employee's salary will not be reduced until the temporary or relief assignment is completed.*

Should the employee, having reverted to the employee's 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.

- 34.2.2.4 *An employee holding a job due to promotion on November 12, 1998*

will be entitled to a "Half Circle" rate if the employee returns to the former job held within the period specified in Article 16 of the Collective Agreement and the former job has become "Half Circled."

Similarly, following November 12, 1998, if an employee in a "Half Circled" rate accepts a promotion, the employee will retain the right to the former "Half Circle" rate should the employee return to the former job within the period specified in Article 16 of the Collective Agreement, otherwise the employee will receive the evaluated salary for the new job.

34.2.2.5 An employee on authorized leave of absence on November 12, 1998, and who returns to work within the period specified in the Collective Agreement, will be entitled to a "Half Circled" rate if the former job has become "Half Circled."

34.2.2.6 An employee on layoff as of November 12, 1998 who returns to a regular job within the period of time set out in Article 18 of the Collective Agreement will be entitled to a "Half Circle" rate should the employee's regular rate have become "Half Circled."

34.2.2.7 In the case of job elimination, or layoff, an employee in a "Half Circled" job, will retain "bumping" rights based on the employee's old category. These rights will be retained for the same period as set out in 34.2.2.6 above.

34.2.2.8 An employee on a "Half Circled" job will be entitled to the employee's annual salary increments or step changes if the employee's current rate is below the maximum of the existing category. The employee will be allowed to proceed to the maximum of the existing category for the "Half Circled" job for as long as the employee remains as the incumbent.

34.2.3 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 November 12, 1998, 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).

34.2.4 A reevaluation of all positions will be completed by the Job Evaluation Committee using the new job evaluation plan on or before February 28, 1999. Should this review result in a change in category, adjustments will be made retroactive to November 12, 1998, or if the job changes, to the date the job changed.

34.3 ONGOING MAINTENANCE OF THE GENDER NEUTRAL JOB EVALUATION PLAN

34.3.1 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 Lakehead District School Board.

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.

- 34.3.2 *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.*
- 34.3.3 *The role of the Job Evaluation Committee will be as follows:*
- 34.3.3.1 *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.*
- 34.3.3.2 *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 reevaluation.*
- 34.3.3.3 *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 34.3.3.1 or 34.3.3.2 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.*
- 34.3.3.4 *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":*
- 34.3.4 *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.*
- 34.4 *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 35

HEALTH AND SAFETY

- 35.1 The Board agrees to provide the opportunity for representation by the Union on the Board's Health and Safety Committee(s).
- 35.2 The Board agrees to discuss any productivity or performance studies with the Union prior to implementation.
- 35.3 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.
- 35.4 The employer shall provide the union with a copy of the Accident/Incident Report.

ARTICLE 36 (the following Article does not apply to supply employees)

MODIFIED WORK

The Board and the Union are committed to the provisions of suitable modified work to disabled employees.

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

- 36.1 A Joint Committee composed of **two** (2) management staff, appointed by the Board, and two (2) Union members, appointed by the Union, shall meet to facilitate the placement of employees in need of modified work.
- 36.2 A modified work plan for each employee will be prepared by the Joint Committee with the involvement of the employee. The plan will identify job modifications, timelines, expectations of the employee and the responsibilities of the Board and the Union as applicable.
- 36.3 Wages for modified work will not be less than pre-disability wages unless the employee chooses to work in a position of fewer hours or lower classification for reasons unrelated to the disability.
 - 36.3.1 If an employee's hours under modified work are shortened to accommodate the disability, further remuneration up to pre-disability wages may be made up from sick leave bank credits, LTD benefits, or WSIB benefits as appropriate, according to contractual and legal rights.
- 36.4 If the placement of a disabled employee adversely affects the workload of other employees, timelines will be established for the periodic review of the placement by the Joint Committee.
- 36.5 In accordance with the Human Rights Code a disabled employee may bid for, and be placed in a posted position, provided the employee's restrictions allow the employee to perform all the essential functions of the job and the employee satisfies the normal Collective Agreement requirements for the position.

ARTICLE 37

PAY SCHEDULE

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

37.2 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.

37.3 Article **37.2** 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 **37.2** shall remain inoperative unless otherwise mutually agreed to changes have been negotiated.

ARTICLE 38

PAY PERIODS AND PAY DAYS

38.1 Wages will be paid bi-weekly on Thursdays.

38.2 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.

38.3 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 39 (the following Article does not apply to supply staff)

STAFFING AND WORKLOAD

39.1 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".

39.2 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.

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

39.3.1 *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.*

39.3.2 *An employee declared redundant due to a reduction in staffing levels as per 39.3 above shall be placed in the system in accordance with Article 19.1, Steps 1 and 2.*

39.3.3 *An employee who is redundant as a result of 39.3 above and for whom no position exists ("laid off" as per Article 19.1, Step 3) shall not be laid off, shall have the employee's 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.*

39.3.4 *Should the Board implement a staff reduction as defined in 39.2 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 twelve (12) months in that position.*

ARTICLE 40

DURATION AND RENEWAL

40.1 *This Agreement, when signed by the officers of the Union and the Board, shall become effective as of January 1, 1998, and remain in full force and effect to and including the 31st day of August, 2000 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.*

- 40.2 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.
- 40.3 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.
- 40.4 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 31st DAY OF MARCH, 1999.

ACCEPTED:

for

LAKEHEAD DISTRICT SCHOOL BOARD

Suzan Kahine

Chair

[Signature]
Secretary

[Signature]

Witness

[Signature]

Witness

for

THE OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION,
LOCAL 454

[Signature]

President

[Signature]

Representative

[Signature]

Secretary-Treasurer

[Signature]

Witness

JOB CLASSIFICATIONS

Category A

(Overload) Supply Secretaries

Category B

IMC Clerk I
IMC Clerk II
IMC Film Booking Clerk
IMC Library Film Clerk
Office Services Clerk
Night School Secretary

Category C

Administration Clerk
Benefits Clerk
Distance Education Support Secretary
Education Resource Team Secretary
Kingfisher Secretary
Payroll Clerk - General Overload
Plant/Maintenance Clerk
Plant Operations Clerk
Program Secretary
Purchasing Clerk
Transportation Clerk

Category D

Absence Clerk
Accounts Clerk
Accounts Payable Clerk
Accounts Payable Clerk Utilities
Assistant Head Secretary - Secondary School
Computer Operator
Continuing Education Clerk
I.M.C. Secretary
Payroll Clerk - Reports/Relief IPPS Support
Premium Remittance Clerk
Program/Accountability Secretary
Secondary School Secretary
Student Services Secretary - Secondary School
Tax & Assessment Clerk
Technical Services/Hotline Clerk
Word Processing Operator I

Category E

Acquisitions Library Technician
Data Secretary
Elementary School Secretary
Library Technician - LIMMS
Library Technician - Secondary School
Senior Accounting Clerk
Senior Payroll Clerk - Academic
Senior Payroll Clerk - Casual
Senior Word Processing Operator

Category F

Assessment Research Assistant
Desktop Publishing/Graphics Designer Technician
Head of Circulation - I.M.C.
Head Secretary - Continuing Education
Head Secretary - Secondary School
Help Desk Attendant
Information Services Technician
Payroll Officer
Senior Accounts Payable Clerk

Category G

Electronics Computer Technician
Information Officer
Network Technology Specialist

Category H

Computer Programming Analyst
Senior Information Technology Specialist

Category I

Assessment and Research Officer
Buyer

		Hourly	Bi-Weekly	Annual
A	Minimum	13.40	938.25	24,394.40
	Step 1	13.62	953.56	24,792.40
	Step 2	13.84	968.79	25,188.40
	Step 3	14.17	991.75	25,785.40
B	Minimum	14.42	1,009.41	26,244.40
	Step 1	14.73	1,030.87	26,802.40
	Step 2	15.03	1,052.29	27,359.40
	Step 3	15.34	1,073.75	27,917.40
C	Minimum	14.80	1,035.68	26,927.40
	Step 1	15.07	1,054.87	27,426.40
	Step 2	15.34	1,073.79	27,918.40
	Step 3	15.61	1,092.95	28,416.40
D	Minimum	14.91	1,043.72	27,136.40
	Step 1	15.18	1,062.95	27,636.40
	Step 2	15.46	1,082.52	28,145.40
	Step 3	15.91	1,113.83	28,959.40
E	Minimum	15.18	1,062.87	27,634.40
	Step 1	15.47	1,082.87	28,154.40
	Step 2	15.86	1,110.25	28,866.40
	Step 3	16.43	1,150.33	29,908.40
F	Minimum	15.97	1,117.95	29,066.40
	Step 1	16.51	1,155.49	30,042.40
	Step 2	17.06	1,194.18	31,048.40
	Step 3	17.74	1,241.49	32,278.40
G	Minimum	17.68	1,237.76	32,181.40
	Step 1	18.28	1,279.83	33,275.40
	Step 2	18.90	1,323.14	34,401.40
	Step 3	19.66	1,376.22	35,781.40
H	Minimum	19.33	1,352.98	35,177.40
	Step 1	19.99	1,399.49	36,386.40
	Step 2	20.67	1,447.18	37,626.40
	Step 3	21.51	1,505.72	39,148.40
I	Minimum	21.01	1,470.52	38,233.40
	Step 1	21.80	1,526.28	39,683.40
	Step 2	22.60	1,582.05	41,133.40
	Step 3	23.40	1,637.82	42,583.40

For Permanent Employees

1. Annual increments are provided in the Schedule of Salaries as set out above by step changes moving horizontally in the chart.
2. Annual increments or step changes will be made on the anniversary of their appointment.

For Supply Employees

1. A probationary supply employee shall be paid the minimum of the Category A rate regardless of what position the employee is working in.
2. On completion of the probationary period the supply employee shall be paid the minimum of the category for the position.
3. When called in for overload purposes and not a regular classification, the supply employee shall be paid the minimum of the Category A rate.

		Hourly	Bi-Weekly	Annual
A	Minimum	13.67	957.04	24,883.00
	Step 1	13.90	972.65	25,289.00
	Step 2	14.12	988.19	25,693.00
	Step 3	14.45	1,011.62	26,302.00
B	Minimum	14.71	1,029.62	26,770.00
	Step 1	15.02	1,051.50	27,339.00
	Step 2	15.33	1,073.35	27,907.00
	Step 3	15.65	1,095.23	28,476.00
C	Minimum	15.09	1,056.38	27,466.00
	Step 1	15.37	1,075.96	27,975.00
	Step 2	15.65	1,095.27	28,477.00
	Step 3	15.93	1,114.81	28,985.00
D	Minimum	15.21	1,064.62	27,680.00
	Step 1	15.49	1,084.23	28,190.00
	step 2	15.77	1,104.19	28,709.00
	Step 3	16.23	1,136.12	29,539.00
E	Minimum	15.49	1,084.15	28,188.00
	Step 1	15.78	1,104.54	28,718.00
	Step 2	16.18	1,132.46	29,444.00
	Step 3	16.76	1,173.35	30,507.00
F	Minimum	16.29	1,140.31	29,648.00
	Step 1	16.84	1,178.62	30,644.00
	Step 2	17.40	1,218.08	31,670.00
	Step 3	18.09	1,266.31	32,924.00
G	Minimum	18.04	1,262.54	32,826.00
	Step 1	18.65	1,305.42	33,941.00
	Step 2	19.28	1,349.62	35,090.00
	Step 3	20.05	1,403.77	36,498.00
H	Minimum	19.71	1,380.04	35,881.00
	Step 1	20.39	1,427.50	37,115.00
	Step 2	21.09	1,476.12	38,379.00
	Step 3	21.94	1,535.85	39,932.00
I	Minimum	21.43	1,499.96	38,999.00
	Step 1	22.24	1,556.85	40,478.00
	Step 2	23.05	1,613.73	41,957.00
	Step 3	23.87	1,670.62	43,436.00

For Permanent Employees

1. Annual increments are provided in the Schedule of Salaries as set out above by step changes moving horizontally in the chart.
2. Annual increments or step changes will be made on the anniversary of their appointment.

For Supply Employees

1. A probationary supply employee shall be paid the minimum of the Category A rate regardless of what position the employee is working in.
2. On completion of the probationary period the supply employee shall be paid the minimum of the category for the position.
3. When called in for overload purposes and not a regular classification, the supply employee shall be paid the minimum of the Category A rate.

		Hourly	Bi-Weekly	Annual
A	Minimum	13.81	966.62	25,132.00
	Step 1	14.03	982.38	25,542.00
	Step 2	14.26	998.08	25,950.00
	Step 3	14.60	1,021.77	26,566.00
B	Minimum	14.86	1,039.92	27,038.00
	Step 1	15.17	1,062.04	27,613.00
	Step 2	15.49	1,084.12	28,187.00
	Step 3	15.80	1,106.19	28,761.00
C	Minimum	15.24	1,066.96	27,741.00
	Step 1	15.52	1,086.73	28,255.00
	Step 2	15.80	1,106.23	28,762.00
	Step 3	16.09	1,125.96	29,275.00
D	Minimum	15.36	1,075.27	27,957.00
	Step 1	15.64	1,095.08	28,472.00
	Step 2	15.93	1,115.27	28,997.00
	Step 3	16.39	1,147.50	29,835.00
E	Minimum	15.64	1,095.00	28,470.00
	Step 1	15.94	1,115.62	29,006.00
	Step 2	16.34	1,143.81	29,739.00
	Step 3	16.93	1,185.12	30,813.00
F	Minimum	16.45	1,151.73	29,945.00
	Step 1	17.01	1,190.42	30,951.00
	Step 2	17.58	1,230.27	31,987.00
	Step 3	18.27	1,279.00	33,254.00
G	Minimum	18.22	1,275.19	33,155.00
	Step 1	18.84	1,318.50	34,281.00
	Step 2	19.47	1,363.12	35,441.00
	Step 3	20.25	1,417.81	36,863.00
H	Minimum	19.91	1,393.85	36,240.00
	Step 1	20.60	1,441.81	37,487.00
	Step 2	21.30	1,490.88	38,763.00
	Step 3	22.16	1,551.23	40,332.00
I	Minimum	21.64	1,514.96	39,389.00
	Step 1	22.46	1,572.42	40,883.00
	Step 2	23.28	1,629.88	42,377.00
	Step 3	24.10	1,687.35	43,871.00

For Permanent Employees

1. Annual increments are provided in the Schedule of Salaries as set out above by step changes moving horizontally in the chart.
2. Annual increments or step changes will be made on the anniversary of their appointment.

For Supply Employees

1. A probationary supply employee shall be paid the minimum of the Category A rate regardless of what position the employee is working in.
2. On completion of the probationary period the supply employee shall be paid the minimum of the category for the position.
3. When called in for overload purposes and not a regular classification, the supply employee shall be paid the minimum of the Category A rate.

APPENDIX "C"

PREGNANCY/PARENTAL LEAVES AND BENEFITS

This chart highlights rights and benefits under Employment Insurance Benefits and the Employment Standards Act as of date of signing.

	FEDERAL (Employment Insurance Benefits)	ONTARIO (Employment Standards Act)	TOTAL BENEFITS
PREGNANCY	<ul style="list-style-type: none"> two week waiting period (E.I. benefits) 1 week of E.I. benefits 	<ul style="list-style-type: none"> allows up to 17 weeks of leave 	<ul style="list-style-type: none"> benefits are the maximum established by E.I. (55% as at January 5, 1997) Lakehead District School Board pays equivalent to E.I. benefits during the two week waiting period E.I. pays for 15 weeks following waiting period
PARENTAL	<ul style="list-style-type: none"> 10 weeks of E.I. benefits for natural or adoptive parents mother OR father OR shared 5 additional weeks of E.I. 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 E.I. benefits (maximum established by E.I.) 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 E.I. 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 their 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 their portion of the benefits the Lakehead District School 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 Human Resources for clarification. ***

APPENDIX "D"

STAFFING PRACTICES

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 36.

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:

$[150 - (\# \text{ student bodies needed for additional } 0.5 \text{ secretary})] \times A$
where **A** is calculated as follows:

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

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

BENEFITS SUMMARY

This is a summary only. For further information call the Benefits Clerk at the Board Office. Extended health care, other than the services of a dentist, must be ordered by a doctor.

Extended Health

Hospital Insurance:

1. Covers the difference between ward coverage and private.
2. Covers hospital insurance emergency costs while outside Canada. Covers the difference between OHIP ward and semi-private.

Medical Supplement: \$10 deductible/single \$20 deductible/family per year

- Prescription drugs that are available only by prescription
- Doctors charges, other hospital services excluding room charges and other medical services outside of Canada are included when accessed for emergency or referral care
- Private nursing care where required
- Professional services, physiotherapists, speech therapists, psychologists, licensed masseurs, chiropractors, osteopaths, naturopaths, podiatrists after OHIP payment is exhausted (if applicable). Maximum payable per benefit year applies.
- Dentists for accidental damage to teeth
- Rented medical equipment
- Licensed ambulance service
- Laboratory services
- Radiotherapy
- Hearing

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 the employee 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 (payable by employee)

- Self:
 - steps of \$10,000 up to a maximum of \$500,000
 - election to join the optional plan when initially employed or at a later date subject to medical certification
 - rates are unisex, with age bands and smoker/non-smoker designations
- Spouse:
 - steps of \$10,000 up to a maximum of \$200,000
- Children:
 - \$10,000 per child up to age 21 or age 25 if attending college or university full time (one rate covers all children in family regardless of number)

During LTD Disability: no cost in premium

Upon Retirement:

- teachers retiring before age 65 may continue the group coverage and the optional coverage with the full cost being borne by the retiree
- coverage ends at age 65

Vision Care

Claims to a maximum of \$250 claim per person every 24 months - a change in prescription is not necessary.

Dependents under 18 may claim \$250 every 12 months.



OPEIU Job Posting Application Form

Name: _____

Location: _____

Home Address: _____

Postal Code: _____

Phone: Work: _____ Home: _____

Position Applied For:
Job Title: _____
Location: _____
Seniority Date: _____
<small>(if supply, provide seniority number)</small>

Qualifications: _____

Instructions:

1. A fully completed, separate application is required for each position to which you are applying.
2. Send original to Human Resources Department, Board Office. Forms may be faxed to 625-9422.
3. Forward a copy to Maria Augruso, Five Mile School or fax a copy to Maria at the Union Office 344-8448.

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 the Union President and describe which position they desire 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 Human Resources Officer and describe the position and the incumbent they wish to transfer, the length of the transfer, and the reasons for the transfer.

The Human Resources 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 Human Resources Officer and the Union. If a transfer cannot be facilitated, the parties will be so notified.

The Human Resources 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 Human Resources 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.

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

Letter of Intent Regarding Temporary Transfers (Cont'd)

**Office and Professional Employees
International Union, Local 454**

Lakehead District School Board

LETTER OF INTENT

between

LAKEHEAD DISTRICT SCHOOL BOARD AND O.P.E.I.U., LOCAL 454

Professional Development

The Board and Union recognize the value of Professional Development Days as sponsored by the Union. Individual employees are encouraged to access these learning and growth opportunities.

Principals/Supervisors are expected to make all reasonable internal school/departamental adjustments to allow for these Professional Development experiences.

DATED AT THUNDER BAY, ONTARIO THIS _____ DAY OF _____, 1998

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 454

LAKEHEAD DISTRICT SCHOOL BOARD

