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**AGREEMENT**

BETWEEN



LAKEHEAD DISTRICT SCHOOL BOARD

And

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION  
LOCAL 454



September 1, 2008 – August 31, 2012

08151(10)

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Lakehead District School Board

THIS AGREEMENT ENTERED INTO AND TO  
BE IN EFFECT UNTIL AUGUST 31<sup>ST</sup>, 2012

BETWEEN:

**LAKEHEAD DISTRICT SCHOOL BOARD**  
Hereinafter referred to as  
"The Board" of the first part

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES  
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**

**RECOGNITION**

- 2.1 The Board recognizes the Union as the sole and exclusive bargaining agent of all office, clerical, library and computer support staff of the 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**

**DEFINITIONS**

- 3.1 A 'casual employee' is defined as a Summer School or Night School Secretary.

- 3.2 A supply employee is an employee who does not hold a permanent position and when hired is placed on the Board's supply list, and
- i) replaces someone who is absent due to illness or leave of absence granted by the Board, or
  - ii) is required 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, or
  - iii) is required to fill a temporary position.
- 3.3 'School year' shall mean the Board's school year calendar as approved by the Ministry.

#### **ARTICLE 4**

##### **GENERAL**

- 4.1 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine had been used.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Electronic Monitoring will not be used to measure the quantity of work performed by an employee.
- 4.6 Only those employees listed on the Human Resources COPE Supply List will be called for casual assignments.

#### **ARTICLE 5**

##### **DISCRIMINATION**

- 5.1 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, ancestry, place of origin, creed, colour, ethnic origin, political or religious affiliation, sex, sexual orientation, disability, citizenship, record of criminal offences, marital status, same-sex partnership status, family status, or membership or activity in the Union. It is not the intent of this provision to prevent the Board from implementing bona fide occupational qualifications. This clause will be applied in accordance with Bill 211, the Ending of Mandatory Retirement,

**ARTICLE 6**

**MANAGEMENT RIGHTS**

6.1 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 the terms of this Agreement.

**ARTICLE 7**

**UNION ACTIVITY**

- 7.1 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.
- 7.2 When entering another department, a steward or Union officer must first contact the Manager or designate of the department, and or the Principal or designate of the department to advise as to the general nature of the business.
- 7.3 The Board will notify the Union of new employees.
- 7.4 The Negotiating Committee of the Union and the Board representatives shall meet on mutually acceptable dates providing there is business which requires joint consideration.
- 7.5 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.
- 7.6 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.
- 7.7 The Union shall have the right at any time to have the assistance of representatives of the Canadian Office and Professional Employees Union.

**ARTICLE 8**

**LABOUR MANAGEMENT COMMITTEE**

8.1 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 9**

**UNION SECURITY**

9.1 All employees shall become members **of the** Union and shall continue as such as a condition of employment.

9.2 Human Resources shall provide new employees with a copy of the current Collective Agreement and an information sheet provided by the Union.

9.3 The Board shall notify the Union Treasurer each month of the names of the persons who have completed their probationary periods.

9.4 *If* a supply 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.

9.5 A supply 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.

9.6 The Board shall advise the Union President, monthly, in **writing**, of temporary positions indicating the approximate time required to complete the specific assignment.

9.7 A temporary position 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.

**9.8 (The following clause does not apply to supply employees)**

A casual employee shall *be* eligible for seniority as defined in **3.1**. A casual employee *is* not eligible *for* any other terms and conditions *in* this Agreement.

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

**ARTICLE 10**

**CHECK-OFF**

- 10.1** 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.
- 10.2** 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 (15<sup>th</sup>) day of the following month.
- 10.3** T-4 slips shall indicate the amount of Union dues paid.

**ARTICLE 11**

**PROVISIONS FOR UNION MEETINGS**

**11.1** 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 12**

**STRIKES OR LOCKOUTS**

- 12.1** 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.
- 12.2** 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 13**

**GRIEVANCE PROCEDURE**

13.1 Definitions

- 13.1.1 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.
- 13.1.2 The Union Grievance Committee shall consist of three (3) members of the Union Negotiating Committee and the Union Representative.
- 13.1.3 The Board Grievance Committee shall be comprised of appropriate Board representatives, which shall not be greater than the number of representatives outlined in Clause 13.1.2.

13.2 Procedure

- 13.2.1 An employee having a complaint, or one designated member of a group having a complaint, shall first discuss the complaint with the appropriate Supervisor.
- 13.2.2 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.
- 13.2.3 If the reply from the Supervisor in 13.2.2 is not satisfactory, the Union Grievance Committee shall submit the matter in writing, within five (5) working days from the receipt of the complaint from the grievor, to the appropriate Supervisor. The Supervisor shall give a written ruling concerning the grievance to the Union Grievance Committee within three (3) working days after receipt of the written notice from the Union Grievance Committee.
- 13.2.4 If the written ruling from the Supervisor fails to resolve the grievance to the satisfaction of the Union Grievance Committee, the Union Grievance Committee shall submit the grievance in writing, within three (3) working days after receipt of the written reply from the Supervisor to the Manager of Employee Relations, who shall give a written ruling concerning the grievance to the Union Grievance Committee within five (5) working days after receipt of notice from the Union Grievance Committee.
- 13.2.5 If the written ruling from the Manager of Employee Relations 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 Manager of Employee Relations, in writing, to the Director of Education or Designate. The Director of Education or Designate shall arrange for a meeting to discuss the grievance within five (5) working days after receipt of such notice. The Director of Education or Designate shall give a written ruling to the Union Grievance Committee within five (5) working days of such meeting.

13.2.6 If the written ruling from the Director of Education or Designate 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.

13.2.7 Failing settlement of the grievance either party, within fifteen (15) working days, may apply for settlement of the issue(s) in dispute by expedited arbitration or a Board of Arbitration as defined in the Labour Relations Act and in accordance with Article 14.

13.3 All time limits may be extended by mutual agreement.

13.4 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 Employee and Community Relations or Designate by the Union Grievance Committee as per 13.2.3.

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 13.2.5.

13.5 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 14**

### **ARBITRATION**

14.1 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.

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

14.3 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.

14.4 Both parties shall contribute equally to the expenses and remuneration required by the Arbitrator.

- 14.5 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 15

### DISCIPLINE

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

- 15.1 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 counseling. 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 Canadian Office and Professional Employees Union present at all disciplinary meetings.

- 15.2 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.

- 15.3 A claim by an employee for unjust suspension or discharge shall be treated as a grievance and handled in accordance with Article 13, commencing at 13.2.2.
- 15.4 The term "employee" under this section shall refer only to employees who have completed their probationary periods.
- 15.5 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 16**

**PROBATIONARY PERIOD**

- 16.1 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 one (1) year or sixty (60) working days, whichever occurs first.
- 16.2 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.
- 16.3 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.
- 16.4 A probationary employee shall be entitled to all rights and privileges of this Agreement.

**ARTICLE 17**

**JOB POSTING**

- 17.1 All job vacancies coming within the bargaining unit shall be posted one (1) 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 (1) week after receipt of such notice, if possible.
- 17.2 A vacancy shall be posted with the same functional duties as the previous incumbent performed, except as required by Article 33, Technological Change. This does not preclude the right of the Supervisor(s) to structure the office to ensure the best possible office efficiency.
- 17.3 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.

- 17.4 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.
- 17.5 Positions arising from an absence of more than twelve (12) months shall be posted as a vacancy.
- 17.6 Applicants for the posted position shall apply to Human Resources using the application form in Appendix E, with a copy to the Union President.
- 17.7 Within five (5) working days of the acceptance of the successful applicant, the name of the successful applicant shall be distributed via email, to the COPE President.
- 17.8 If an employee on a leave of absence is the successful applicant on a job posting, the leave of absence shall be terminated. This shall not apply to an employee on Pregnancy/Parental Leave.
- 17.9 If an employee who is absent due to serious 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.
- 17.10 Applications must be received by the Human Resources Department by 4:30 p.m. on the closing date of the posting.
- 17.11 Subsequent postings arising from the filling of the original posting shall be posted for three (3) working days.
- 17.12 The date of posting shall be the date the posting is received at each location.
- 17.13 17.13.1 The Board will inform the President of the Union in writing, on the day of acceptance, the name and seniority date of the successful candidate.  
17.13.2 A temporary vacancy of less than six (6) months, created by a temporary posting, need not be posted.
- 17.14 The Board agrees to fill permanent or temporary job vacancies in order of seniority from the permanent seniority list providing that the applicants have the qualifications required for the vacant position. Employees shall not be denied a position because of lack of experience on Board specific programs. In all such cases familiarization shall be provided.

Permanent Positions

Where the Board has determined there is no applicant with the required qualifications, the Board will interview the five (5) 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 five (5) most senior qualified applicants and so on. Should the Board determine that no employee who has passed the probationary period is qualified, then the Board will interview in clusters of five (5), probationary employees based on seniority. The Board will not advertise or select externally until there are no internal applicants qualified for the position.

### Temporary Positions

Where the Board has determined there is no applicant with the required qualifications, the most senior supply list employee, who applies and is not currently occupying a temporary vacancy or is within one month of completing a temporary vacancy, shall be considered for the position on the basis of qualifications. Should the most senior applicant not meet the required qualifications, the Board will then interview the next most senior applicant and so on. If there are no internal probationary candidates who meet the required qualifications, the Board will then have the option of selecting an external candidate.

It is understood that should the temporary vacancy become permanent, it must be posted in accordance with clause **17.17**.

17.14.1 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 20. 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.

17.14.2 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.

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

17.15 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.

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

17.17 Temporary job vacancies which exceed or are expected to exceed three (3) months are required to be posted. If a temporary vacancy becomes a permanent vacancy, it shall be re-posted.

**ARTICLE 18**

**SENIORITY**

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

18.2 18.2.1 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 October 31<sup>st</sup> and April 30<sup>th</sup>. For supply employees Christmas Break, March Break, Summer Break, and any sick days and emergency school closures during an LTO contact will not be considered as being a break in service, unless the employee requests the time off.

A casual employee shall accumulate seniority based on the number of hours worked, with 1500 hours equaling one (1) year of seniority.

A casual employee can only use seniority for the job posting procedure and retention of a casual position.

18.2.2 Ties will be broken as follows:

- (a) supplies in order of seniority
- (b) persons accepting a Leave of Absence as per 18.5 or position as per 18.6 and 18.7
- (c) if (a) and (b) do not apply, then by the drawing of lots.

18.3 Seniority lists showing employees' seniority, classification, category, location 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.

18.4 (The following clause does not apply to supply employees)

An employee shall continue to accumulate seniority in accordance with the provisions outlined in this Agreement while on Long Term Disability.

**18.5 (The following clause does not apply to supply employees)**

*During an authorized unpaid leave of absence, the following conditions apply:*

- 18.5.1 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.*
- 18.5.2 Seniority shall be frozen at the end of the period set out in 18.5.1.*
- 18.5.3 All seniority rights shall be lost twenty four (24) months after the start of the leave of absence.*
- 18.5.4 One (1) month after an employee's seniority is frozen, the employee's name and employment date will move one (1) 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.*
- 18.5.5 During the first year of leave, the employee may return to the former position in accordance with clause 19.7.1. During the second year of leave, the employee may return to a position with the Board in accordance with clause 19.7.2. 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.*
- 18.5.6 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.*

**18.6 (The following clause does not apply to supply employees)**

*An employee transferred to a temporary position with the Board excluded from the bargaining unit shall be subject to the following terms and conditions:*

- 18.6.1 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.*
- 18.6.2 Seniority shall continue to accumulate for the length of the temporary transfer.*
- 18.6.3 The employee shall pay the equivalent of Union dues bi-weekly by payroll deduction for the duration of the transfer.*
- 18.6.4 The employee shall return to the employee's former position in accordance with clause 19.7.3.*
- 18.6.5 The Board shall grant the employee a Leave of Absence in order to take a temporary position outside of the bargaining unit.*



**18.7 (The following clause does not apply to supply employees)**

*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:*

*18.7.1 The employee shall pay the equivalent of Union dues bi-weekly by payroll deduction throughout the period of exclusion up to a maximum of three (3) months. An employee may, in writing, opt of such payments and shall lose all seniority as of the date of cancellation of such payments.*

*18.7.2 During the three (3) month period the employee may be returned to their formerly held position by the Board. During the first thirty (30) working days of the placement in the new position, an employee will be allowed to voluntarily revert to the employee's formerly held position. Any other employee promoted or transferred shall also be returned in a similar manner, to their previously held position.*

*18.7.3 After three (3) months from the date of transfer, the employee shall lose all seniority rights.*

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

**LAYOFF. RECALL. TRANSFER. RETURN TO WORK**

**19.1** *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.*

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

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

**19.4** *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.*

**19.5** **19.5.1** *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.*

**19.5.2** *Salary for an employee who is requested to relieve on a higher paid position will be adjusted as follows:*

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

**19.5.2.2** *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.*

**19.5.3** *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.*

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

**19.6.1** *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.*

**19.6.2** *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 17.*

**19.7** **19.7.1** *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.*

**19.7.2** *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.*

**19.7.3** *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.*

**19.8** *If a position is increased in time the incumbent staff member shall have the opportunity to increase time worked to equal the available position.*

**19.9** *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 20.*

**19.10** *In the case of one (1) full-time position being fulfilled by two (2) incumbents the following terms and conditions will be adhered to:*

**19.10.1** *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 20.*

**19.10.2** *If both incumbents leave their positions, the full position shall be posted.*

**19.10.3** *In the event that the position is increased in time the following terms and conditions will be adhered to:*

**19.10.3.1** *The incumbent with the greater seniority shall have the opportunity to increase time up to, but not more than, a full-time position.*

**19.10.3.2** *If the employee does not wish to increase time the second incumbent shall have the same opportunity.*

**19.10.3.3** *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 20.*

**19.11** *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 20. 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 20. 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.*

**19.12** *Procedures for Layoff and Recall*

*When a job vacancy exists, after completion of the job posting procedure, an employee may be recalled to work by registered mail.*

**19.13** *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 20** *(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 20.1 or the process in 20.2. If the two (2) parties are unable to reach agreement on which process to use, the process outlined in 20.2 will be used.*

**20.1 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 (7) 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.

#### 20.2 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 20 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 21**

### **NOTICE OF TERMINATION**

- 21.1 *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.*
  - 21.1.1 *One (1) weeks notice in writing to the employee if the period of employment is less than one (1) year.*
  - 21.1.2 *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.*
  - 21.1.3 *An employee who has three (3) or more years of employment will receive one (1) weeks written notice for each year of employment, with a maximum required notice of eight (8) weeks.*
- 21.2 *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 22**

### **LOSS OF SENIORITY**

- 22.1 *An employee shall lose all seniority rights for any of the following reasons:*
  - 22.1.1 *Voluntary resignation.*

- 22.1.2 Discharge for cause (providing employee is not subsequently reinstated pursuant to provisions of grievance procedure).
- 22.1.3 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.
- 22.1.4 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.
- 22.1.5 Laid off for a period of twenty-four (24) calendar months.

**ARTICLE 23** (The following Article does not apply to supply employees)

**CUMULATIVE SICK LEAVE AND SHORT TERM DISABILITY**

23.1 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 23.7.4.

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

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

23.2 **Objects of the Plan**

23.2.1 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.

23.2.2 23.2.2.1 To provide employees upon permanent layoff with a gratuity in the manner set out in Article 30 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.*

23.2.2.2 *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.*

23.2.2.3 *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.*

### 23.3 Definitions

23.3.1 *Wherever used herein, "Board" shall mean Lakehead District School Board,*

23.3.2 *Wherever used herein, "Employee" shall mean any member of the COPE in the employ of the Board.*

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

23.3.4 *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.*

### 23.4 Absences Charged to Cumulative Sick Leave Credits

#### 23.4.1 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.*

#### 23.4.2 Absence Covered by the 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.*

#### 23.4.3 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.*



23.5 Operation of the Plan

23.5.1 The Board's Superintendent of Employee and Community Relations shall continue to use a Sick Leave Ledger, in which sick leave credits shall be entered as follows:

23.5.2 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:

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

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

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

= 11.66 days.

23.5.3 On June 30 any unused portion of sick leave days from 23.5.2 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.

23.5.4 The annual sick leave allocation as per 23.5.2 must be used up before an employee can use the days credited to the employee's Sick Leave Bank.

23.5.5 An employee joining the Board after July 1 will be given sick leave credits in accordance with the provisions of clause 23.5.2.

23.5.6 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.

23.6 Office Records

23.6.1 The Sick Leave Ledger to be kept by the Superintendent of Employee and Community Relations, and referred to in Article 23, 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 Employee and Community Relations 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.

23.6.2 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.

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

23.7.1 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 23.2.2.

23.7.2 Each employee participating in the short-term disability plan will receive seven (7) non-accumulating emergency sick days at 100% pay level January 1, 2007 and each year thereafter to be used during the waiting period for illness as described in 23.7.1. For an employee hired after January 1, emergency sick days will be pro-rated as follows:

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

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

23.7.3 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 26. 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.

23.7.4 Employees hired prior to September 1, 1986 may elect to opt into the Short Term Disability Plan by applying to the Superintendent of Employee and Community Relations 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.

**23.8 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 24 (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:*

**24.1 Procedure for Obtaining Leave**

**24.1.1** *'Request for Leave of Absence' forms shall be completed and submitted to the Principal/Manager or Designate in advance of the occasion but not less than ten (10) 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 24.2.1.1 and 24.2.1.2) written application will be waived due to the suddenness with which these events occur.*

**24.1.2** *The employee's Principal/Manager or designate will be advised of the leave, so that a temporary replacement, if required, can be arranged.*

**24.1.3** *All salary deductions resulting from the granting of a leave under 24.3 will be made on the employee's cheque as soon as possible following the leave.*

**24.2 Leave of Absence without a Salary Deduction**

**24.2.1 Leave on Compassionate Grounds**

**24.2.1.1 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.*

**24.2.1.2 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, stepbrother and step-sister. In case of death of the employees parents, spouse, child, brother or sister in which the inferment takes place at a later date, one of the five days may be saved and used at the later date. If a day is not saved, the employee may request an additional day off which will be covered by vacation or unpaid leave.*

**24.2.1.3 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 24.2.1.1 or 24.2.1.2 above, or a close friend, with permission from the employee's Principal/Supervisor.*

**24.2.2 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.*

**24.2.3 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.*

**24.2.4 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 COPE Ontario 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.*

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

**24.2.6 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.*

**24.2.7 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.*

**24.2.8 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.*

**24.3 Leave of Absence With a Salary Deduction**

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

**24.3.1** *Attendance at a family graduation;*

**24.3.2** *Attendance at a family wedding;*

**24.3.3** *Attendance at a family anniversary;*

**24.3.4** *Attendance at a convention or conference as a non-Board delegate, except as provided in **24.2.4**;*

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

**24.3.6** *Absence to a maximum of seventeen (**77**) weeks to one parent for **the** purpose of adopting a child;*

**24.3.7** *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 18.*

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

**24.3.8** *Pregnancy/Parental Leave will be granted in accordance with the Employment Standards Act, and is hereto attached to this Agreement as Appendix "C".*

**24.3.9** *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.*

**24.3.10** *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.*

**24.4** Deferred Salary Leave

**24.4.1** 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.*

**24.4.2** Qualifications

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

**24.4.3** Application

**24.4.3.1** *An employee must make written application to the Superintendent of Business on or before May 1st requesting permission to participate in the plan.*

**24.4.3.2** *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.*

**24.4.3.3** *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).*

**24.4.4** Payment Formula and Leave of Absence

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

**24.4.4.1** (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 9 3/4%
  - Average 9 3/4%

ii. Amount of salary plus interest on account in month x = \$1,000

iii. Interest earned  $\$1,000 \times 9 \frac{3}{4}\% \div 12 = \$8.12$

(c) Any interest generated as in Article 24.4.4.1(b) shall be paid to the employee in the taxation year during which it was accrued.

- 24.4.4.2
- (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.

#### 24.4.5 Terms of Reference

- 24.4.5.1 *The leave of absence period must not be less than six (6) consecutive months.*
- 24.4.5.2 *The leave must commence no later than six (6) years after the date of the first deferral of salary.*
- 24.4.5.3 *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 24.4.4.1.*
- 24.4.5.4 *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.*
- 24.4.5.5 *Should an employee elect not to take the leave within the six (6) year period as indicated in Article 24.4.5.2, 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 24.4.5.2.*
- 24.4.5.6 *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 Employee and Community Relations. Any exceptions to the aforesaid shall be at the discretion of the Board.*
- 24.4.5.7 *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.*
- 24.4.5.8 *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.*
- 24.4.5.9 *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 24.4.5.6. However, the conditions of Article 24.4.5.2 and 24.4.4.1(b) would continue to apply.*
- 24.4.5.10 *Should an employee die while participating in the plan, any monies accumulated, plus interest accrued (see 24.4.4.1(b)) at the time of death will be paid to the deceased's estate.*



- 24.4.5.11 *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.*
- 24.4.5.12 *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 19 effective the date the employee is scheduled to return to work.*
- 24.4.5.13 (a) *Employees laid off in accordance with Article 19 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 25** (The following Article does not apply to supply employees)

**PAID HOLIDAYS**

- 25.1 *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>Canada Day</i>	<i>December 24<sup>th</sup></i>
<i>Good Friday</i>	<i>Civic Holiday</i>	<i>Christmas Day</i>
<i>Easter Monday</i>	<i>Labour Day</i>	<i>Boxing Day</i>
<i>Victoria Day</i>	<i>Thanksgiving Day</i>	<i>December 31<sup>st</sup></i>
- 25.2 *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.*
- 25.3 *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.*
- 25.4 *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 1 7th will not qualify for this floating holiday in the calendar year of hire.*
- 25.5 *Any paid holiday covered by the Agreement which falls on a Saturday or a Sunday will be observed on a mutually agreeable date.*
- 25.6 *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 –  $\frac{\text{Normal number of hrs. worked}}{5} \text{ Der wk.}$

(ii) net working hours = Normal number of hrs worked pr wk - holiday pay

Example:

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

**ARTICLE 26 (The following Article does not apply to supply employees)**

**VACATION**

- 26.1 Employees covered by this Agreement shall be granted vacation with pay on a calendar year basis.
- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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

- 26.6 Employees leaving prior to completion of six (6) months' continuous service shall receive 4% of earnings for period worked.
- 26.7 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.
- 26.8 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.
- 26.9 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.
- 26.10 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 (1) year.
- 26.11 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.
- 26.12 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.
- 26.13 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 24.2.1.2 will not be counted against the employee's vacation credits.
- 26.14 An employee on WSIB or LTD will accumulate vacation only for each year in which the employee actually is at work.

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*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 27**

### **HOURS OF WORK AND OVERTIME**

- 27.1 The normal work week for all full time employees shall consist of five (5), seven (7) hour days, Monday through Friday, plus one (1) hour off for lunch each day. An employee shall be entitled to a fifteen (15) minute rest period in each half day worked.
- 27.2 The work period of 12-month members of the bargaining unit shall consist of fifty-two (52) weeks.
- 27.3 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.
- 27.4 Employees requested to work in addition to the time stated in Article 27.3 will be paid at their regular salary rate.
- 27.5 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.
- 27.6 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.
- 27.7 Overtime work shall be on a voluntary basis for all employees except in case of emergency or peak periods.
- 27.8 The Board will pay thirty-five cents (0.35¢) 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.
- 27.9 All overtime work requires the prior authorization by the employee's Principal/Supervisor except in extenuating circumstances where the employee shall report such overtime to the Principal/Supervisor at the start of the next working day.

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

**EMPLOYEE BENEFITS**

**28.1** 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.

**28.2** Hospital, Medical and Extended Health Coverage

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.

**28.2.1** Vision Care

Effective September 1, 2007 the Board will contribute 90% of the premiums for the Board's Vision Care Plan "\$350 every twenty-four (24) months", no prescription change required.

Effective January 1, 2007, eligible expenses for adult vision care will include the cost of laser procedures performed by a licensed Ophthalmologist and vision care eye exams as part of the maximum reimbursement.

Effective January 1, 2007, change to \$300.00 every twenty-four (24) months.

Effective September 1, 2007, change to \$350.00 every twenty-four (24) months.

**28.2.2** 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".

**28.3** 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.

**28.4** Group Insurance

**28.4.1** The Board will contribute 100% of the premiums for group life insurance coverage up to two (2) times the employee's annual basic earnings, rounded to the next highest \$1000.

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

28.5 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.*

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

28.7 *In consideration of the provisions of the Board's benefit package, the Union, on behalf of the employees, releases the Board from any obligation it might have hereafter to pay employees an employment insurance commission rebate associated with the Short Term Disability Plan. Such rebate shall be used by the Board to defray costs associated with providing employee benefits.*

**ARTICLE 29** (The following Article does not apply to supply employees)

**PENSIONS AND RETIREMENT**

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

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

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

29.4 *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 affect an employee's pension.*

29.5 *The Board will make available optional group life insurance, dental and extended health care coverage to those employees who retire early and are in receipt of OMERS pension, and have not reached age 65. The retiree shall be responsible for 100% of the premium cost.*

**ARTICLE 30** (The following Article does not apply to supply employees)

**SEVERANCE PAY**

30.1 *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 23 the Board agrees to pay to an employee permanently laid off (i.e., laid off for more than thirteen (13) weeks) severance pay based on the following formula:*

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

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

- 30.2 *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 23 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 30.1.*

- 30.3 *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.*
- 30.4 *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 affect seniority, pension rights, vacation rights, or any other rights provided for in this Agreement.*

**ARTICLE 31**

**MILEAGE AND INSURANCE ALLOWANCE**

- 31.1 *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 32**

**TRAINING**

- 32.1 *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. Approval for such training shall be at the discretion of the Board, however, employees will not unreasonably be denied the opportunity to attend.*

## **ARTICLE 33**

### **TECHNOLOGICAL CHANGE**

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

#### **33.1 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.

#### **33.2 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.

#### **33.3 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.

#### **33.4 Training**

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

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

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

#### **33.5**

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 34**

**CONTRACTING OUT**

- 34.1 *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 35** (The following Article does not apply to supply employees)

**JOB DESCRIPTIONS AND CLASSIFICATIONS**

- 35.1 *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.*

35.2 *Implementation of the Gender Neutral Job Evaluation Plan*

- 35.2.1 *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.*

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

- 35.2.2.1 *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 (1/2) of the negotiated salary increase each year until the employee is no longer paid in excess of the appropriate category.*

- 35.2.2.2 *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.*

- 35.2.2.3 *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.*

- 35.2.2.4 *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 17 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 17 of the Collective Agreement, otherwise the employee will receive the evaluated salary for the new job.

35.2.2.5 **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".**

35.2.2.6 **An employee on layoff as of November 12, 1998 who returns to a regular job within the period of time set out in Article 19 of the Collective Agreement will be entitled to a "Half Circle" rate should the employee's regular rate have become "Half Circled".**

35.2.2.7 **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 35.2.2.6 above.**

35.2.2.8 **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.**

35.2.3 **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).**

35.2.4 **A re-evaluation 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.**

### 35.3 Ongoing Maintenance of the Gender Neutral Job Evaluation Plan

35.3.1 **It is agreed that all jobs under the jurisdiction of Canadian Office And Professional Employees 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.*

35.3.2 *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.*

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

35.3.3.1 *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.*

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

35.3.3.3 *The Job Evaluation Committee consisting of a maximum of five (5) representatives from COPE 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 35.3.3.1 or 35.3.3.2 and will agree on the resulting job evaluations.*

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

*Both COPE 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.*

35.3.3.4 *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".*

35.3.4 *The Board will continue the normal salaries of COPE 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.*

35.4 *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 36**

**HEALTH AND SAFETY**

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

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

36.3 *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.*

36.4 *The employer shall provide the union with a copy of the Accident/Incident Report.*

**ARTICLE 37** *(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.*

37.1 *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.*

37.2 *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.*

37.3 *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.*

**37.3.1** *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.

**37.4** *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.

**37.5** 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 38**

##### **PAY SCHEDULE**

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

**38.2** 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.

**38.3** Article 38.2 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 38.2 shall remain inoperative unless otherwise mutually agreed to changes have been negotiated.

#### **ARTICLE 39**

##### **PAY PERIODS AND PAY DAYS**

**39.1** The Board shall pay salaries and wages by Direct Deposit on a bi-weekly basis.

**ARTICLE 40 (The following Article does not apply to supply staff)**

**STAFFING AND WORKLOAD**

40.1 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".*

40.2 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.*

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

40.3.1 *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.*

40.3.2 *An employee declared redundant due to a reduction in staffing levels as per 40.3 above shall be placed in the system in accordance with Article 20.1, Steps 1 and 2.*

40.3.3 *An employee who is redundant as a result of 40.3 above and for whom no position exists ("laid off" as per Article 20.1, 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.*

40.3.4 *Should the Board implement a staff reduction as defined in 40.2 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 41**

**DURATION AND RENEWAL**

- 41.1 This Agreement, when signed by the officers of the Union and the Board, shall become effective as of September 1, 2008, and remain in full force and effect to and including the 31st day of August, 2012 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.
- 41.2 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.
- 41.3 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.
- 41.4 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 Thunder Bay, Ontario this 29 day of June, 2009.

For the Lakehead District School Board

For COPE Local 454

Paul Gullis  
Kathy [unclear]  
Douglas Ballieida  
[unclear]  
Paul Malone  
\_\_\_\_\_  
\_\_\_\_\_

Margie Kulkmaal  
[unclear]  
In Memory  
Joyce Carlson  
Kathy Deques  
Kovach  
\_\_\_\_\_  
\_\_\_\_\_



APPENDIX "A"

**JOB CLASSIFICATIONS**

Category A

(Overload) Supply Secretaries

Category B

Category C

Administrative Clerk  
Benefits Clerk  
Continuing Education Secretary  
Distance Education Support Secretary  
Education Resource Team Secretary  
IMC Booking Clerk  
IMC Clerk  
IMC Video Clerk  
Kingfisher Secretary  
Night School Secretary  
Office Services Clerk  
Plant Operations Clerk  
Purchasing Clerk  
Receptionist/Switchboard Operator  
Special Projects Secretary - Balmoral Centre

Category D

Accounting Clerk  
Accounts Payable Clerk  
Accounts Payable Clerk - Utilities  
Alternative Education Secretary  
Assistant Head Secretary - Secondary School  
Computer Operator  
Continuing Education Clerk  
I.M.C. Secretary  
Plant Maintenance Clerk  
Program/Accountability Secretary  
Purchasing Assistant  
Secondary School Secretary  
Student Services Secretary  
Technical Services Clerk/Hotline Attendant  
Transportation Clerk  
Word Processing Operator I

**APPENDIX "A"**

**Category E**

Absence Clerk  
Acquisitions Library Technician  
Benefits and Premium Remittance Clerk  
Continuing Education Data Secretary  
Data Secretary  
Library Technician/Central Cataloguer  
Library Technician  
Receptionist/Word Processing Operator  
Tax Clerk

**Category F**

Document Processing Clerk  
Elementary Secretary  
Head of Circulation/Library Technician  
Head Secretary - Continuing Education  
Head Secretary - Secondary School  
Information Services Technician  
Junior Buyer  
Payroll Records Clerk  
Payroll Reports Clerk  
Senior Accounting Clerk  
Senior Accounts Payable Clerk  
Senior Payroll Clerk - Academic  
Senior Payroll Clerk - Casual/Permanent

**Category G**

Desktop/Graphics Technician  
Electronics Computer Technician  
Webmaster/Helpdesk Attendant

**Category H**

Business Officer  
Computer Programmer/Analyst  
Network Technology Specialist  
Senior Information Technology Specialist  
Transportation Officer

**Category I**

Buyer  
Payroll/HRIS Officer

**APPENDIX "B"**

**COPE SALARY SCHEDULE  
September 1, 2008**

		Hourly	Bi-Weekly	Annually
A	Minimum	17.50	1225.12	31853.23
	Step 1	17.79	1245.02	32370.53
	Step 2	18.07	1264.92	32887.83
	Step 3	18.50	1294.76	33663.76
B	Minimum	18.84	1318.48	34280.53
	Step 1	19.23	1346.03	34996.78
	Step 2	19.63	1374.36	35732.93
	Step 3	20.03	1401.89	36449.18
C	Minimum	19.34	1353.68	35195.75
	Step 1	19.67	1376.64	35792.61
	Step 2	20.03	1401.89	36449.18
	Step 3	20.39	1427.14	37105.74
D	Minimum	19.47	1362.87	35434.49
	Step 1	19.83	1388.12	36091.06
	Step 2	20.20	1414.14	36767.52
	Step 3	20.78	1454.69	37821.98
E	Minimum	19.83	1388.12	36091.06
	Step 1	20.20	1414.14	36767.52
	Step 2	20.72	1450.10	37702.61
	Step 3	21.47	1502.90	39075.44
F	Minimum	20.86	1460.05	37961.27
	Step 1	21.56	1509.02	39234.59
	Step 2	22.28	1559.53	40547.72
	Step 3	23.16	1621.51	42159.28
G	Minimum	23.10	1616.92	42039.90
	Step 1	23.89	1672.02	43472.41
	Step 2	24.68	1727.88	44924.80
	Step 3	25.66	1795.98	46695.52
H	Minimum	25.23	1766.14	45919.59
	Step 1	26.13	1828.89	47551.05
	Step 2	27.00	1890.10	49142.72
	Step 3	28.11	1967.39	51152.20
I	Minimum	27.44	1920.71	49938.55
	Step 1	28.49	1994.18	51848.55
	Step 2	29.52	2066.11	53718.76
	Step 3	30.55	2138.80	55608.87

**For Permanent Employees**

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

**For Supply Employees**

- A probationary supply employee shall be paid the minimum of the Category A rate regardless of what position the employee is working in.
- On completion of the probationary period the supply employee shall be paid the minimum of the category for the position.
- 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 "B"**

**COPE SALARY SCHEDULE  
September 1, 2009**

		Hourly	81-Weekly	Annually
A	Minimum	18.03	1261.88	32808.83
	Step 1	18.32	1282.37	33341.65
	Step 2	18.61	1302.86	33874.46
	Step 3	19.05	1333.60	34673.67
B	Minimum	19.40	1358.04	35308.95
	Step 1	19.81	1386.41	36046.68
	Step 2	20.22	1415.57	36804.91
	Step 3	20.63	1443.95	37542.66
C	Minimum	19.92	1394.29	36251.62
	Step 1	20.26	1417.94	36866.39
	Step 2	20.63	1443.95	37542.65
	Step 3	21.00	1469.96	38218.91
D	Minimum	20.05	1403.75	36497.52
	Step 1	20.43	1429.76	37173.79
	Step 2	20.81	1456.56	37870.55
	Step 3	21.40	1498.33	38956.64
E	Minimum	20.43	1429.76	37173.79
	Step 1	20.81	1456.56	37870.55
	Step 2	21.34	1493.60	38833.69
	Step 3	22.11	1547.99	40247.70
F	Minimum	21.48	1503.85	39100.11
	Step 1	22.20	1554.29	40411.64
	Step 2	22.96	1608.31	41764.15
	Step 3	23.86	1670.16	43424.06
G	Minimum	23.79	1685.43	43301.10
	Step 1	24.60	1722.18	44776.58
	Step 2	25.42	1779.71	46272.54
	Step 3	26.43	1849.86	48096.39
H	Minimum	25.99	1819.12	47297.18
	Step 1	26.91	1883.75	48977.58
	Step 2	27.81	1946.81	50617.00
	Step 3	28.95	2026.41	52686.77
I	Minimum	28.26	1978.33	51436.71
	Step 1	29.34	2054.00	53404.01
	Step 2	30.40	2128.09	55330.32
	Step 3	31.47	2202.97	57277.14

**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 "B"**

**COPE SALARY SCHEDULE  
September 1, 2010**

		Hourly	Bi-Weekly	Annually
A	Minimum	18.57	1299.73	33793.09
	Step 1	18.67	1320.84	34341.90
	Step 2	19.17	1341.95	34890.69
	Step 3	19.62	1373.61	35713.88
B	Minimum	19.98	1398.78	36368.22
	Step 1	20.40	1428.00	37128.08
	Step 2	20.83	1458.04	37909.06
	Step 3	21.25	1487.27	38688.94
C	Minimum	20.52	1436.12	37339.17
	Step 1	20.86	1460.48	37972.38
	Step 2	21.25	1487.27	38668.94
	Step 3	21.63	1514.06	39365.48
D	Minimum	20.66	1445.86	37592.45
	Step 1	21.04	1472.65	38289.00
	Step 2	21.43	1500.26	39006.67
	Step 3	22.05	1543.28	40125.34
E	Minimum	21.04	1472.65	38289.00
	Step 1	21.43	1500.26	39006.67
	Step 2	21.98	1538.41	39998.70
	Step 3	22.78	1594.43	41455.13
F	Minimum	22.13	1548.97	40273.11
	Step 1	22.87	<del>1600.92</del>	<del>41623.99</del>
	Step 2	23.64	<del>1694.80</del>	<del>43917.87</del>
	Step 3	24.58	<del>1720.26</del>	<del>44726.78</del>
G	Minimum	24.51	<del>1715.98</del>	<del>44600.19</del>
	Step 1	25.34	<del>1773.84</del>	<del>46119.88</del>
	Step 2	26.19	<del>1833.10</del>	<del>47660.72</del>
	Step 3	27.22	<del>1893.77</del>	49539.28
H	Minimum	26.77		48716.10
	Step 1	27.72	1940.27	50446.91
	Step 2	28.65	2005.21	52135.51
	Step 3	29.82	2087.21	54267.37
I	Minimum	29.11	2037.68	52979.81
	Step 1	30.22	2115.62	55006.13
	Step 2	31.31	2191.93	56990.23
	Step 3	32.42	2269.06	58995.46

For Permanent Employees

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

For Supply Employees

- A probationary supply employee shall be paid the minimum of the Category A rate regardless of what position the employee is working in.
- On completion of the probationary period the supply employee shall be paid the minimum of the category for the position.
- 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 "B"**

**COPE SALARY SCHEDULE  
September 1, 2011**

		Hourly	Bi-Weekly	Annually
A	Minimum	19.12	1338.72	34806.88
	Step 1	19.44	1360.47	35372.18
	Step 2	19.75	1382.21	35937.41
	Step 3	20.21	1414.82	36785.30
B	Minimum	20.58	1440.74	37459.27
	Step 1	21.01	1470.84	38241.92
	Step 2	21.45	1501.78	39046.33
	Step 3	21.88	1531.88	39829.01
C	Minimum	21.13	1479.21	38459.35
	Step 1	21.49	1504.29	39111.55
	Step 2	21.88	1531.88	39829.01
	Step 3	22.28	1559.48	40546.44
D	Minimum	21.27	1489.24	38720.22
	Step 1	21.67	1516.83	39437.67
	Step 2	22.08	1545.26	40176.87
	Step 3	22.71	1589.58	41329.10
E	Minimum	21.67	1516.83	39437.67
	Step 1	22.08	1545.26	40176.87
	Step 2	22.64	1584.56	41198.66
	Step 3	23.46	1642.26	42698.78
F	Minimum	22.79	1595.43	41481.30
	Step 1	23.56	1648.95	42872.71
	Step 2	24.34	1704.14	44307.58
	Step 3	25.31	1771.87	46068.58
G	Minimum	25.24	1766.85	45938.13
	Step 1	26.10	1827.06	47503.48
	Step 2	26.97	1888.10	49090.54
	Step 3	28.04	1962.52	51025.46
H	Minimum	27.57	1929.91	50177.58
	Step 1	28.55	1998.47	51960.32
	Step 2	29.51	2065.37	53699.58
	Step 3	30.71	2149.82	55895.39
I	Minimum	29.98	2098.82	54569.20
	Step 1	31.13	2179.09	56656.31
	Step 2	32.25	2257.69	58699.94
	Step 3	33.39	2337.13	60765.31

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 employees 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

PREGNANCY/PARENTAL LEAVES AND BENEFITS

This chart highlights the recent changes to the Unemployment Insurance Benefits and the Employment Standards Act regarding benefits for parents.			
	FEDERAL (Employment Insurance Benefits)	ONTARIO (Employment Standards Act)	TOTAL BENEFITS
PREGNANT	two week waiting period (no E.I. benefits) 15 weeks of E.I. benefits	<ul style="list-style-type: none"> <li>allows up to 17 weeks of leave</li> </ul>	<ul style="list-style-type: none"> <li>benefits are the lesser of 55% of salary or the maximum established by E.I..</li> <li>Lakehead District School Board pays equivalent to E.I. benefits during the two week waiting period</li> <li>E.I. pays for 15 weeks following waiting period</li> </ul>
PARENTIAL	up to 35 weeks of EI benefits for natural or adoptive parents mother OR father OR shared parent must have had 700 hours of insurable earnings in the last 52 weeks if baby's birthdate prior to December 31, 2000	<ul style="list-style-type: none"> <li>up to 37 weeks of leave</li> <li>for natural or adoptive parents</li> <li>mother AND father are eligible</li> </ul>	<ul style="list-style-type: none"> <li>mother and father MAY share up to a combined total of 35 weeks of E.I. benefits (at the lesser of 55% of salary or maximum established by E.I..)</li> <li>benefit plans including vision, extended health, pension plans, life insurance, and dental will be maintained if the employee continues to pay his/her portion of the benefits.</li> </ul>
CONDITIONS	parent must have had 600 hours of insurable earnings in last 52 weeks if baby's birthdate is after December 30, 2000 maximum of 50 weeks of combined sickness/ maternity/parental	<ul style="list-style-type: none"> <li>must have been hired by employer at least 13 weeks before due date and must give at least 2 weeks notice</li> <li>seniority accumulates during the leave</li> <li>reinstatement to position held before leave is guaranteed</li> <li>employer will continue to pay its share of the parent's benefits if the parent continues to pay his/her share</li> </ul>	the Lakehead Board may allow an unpaid leave of absence over and above the legislated time frames. If the employee wishes to continue benefits, the employee must pay both the employee's and employer's share.

If you contemplate accessing any of the above benefits, contact Human Resources for clarification. The above chart is meant as a guide and is not to be considered definitive.

### Supplemental Employment Benefits(SEB)

Employees who are eligible and who make application for Employment Insurance Maternity Benefits, as outlined under Federal legislation, will receive pay equivalent to E.I. benefits as outlined under the Collective Agreement, during the two (2) week waiting period. Proof of receipt must be forwarded to Human Resources.

#### Post Delivery (Pregnancy Leave)

Employees are also eligible to top-up their E.I. benefits, up to a maximum of **six** (6) weeks, (from their sick leave earnings bank or from the STD plan).

To receive this supplement, an employee must supply Human Resources with adequate information from HRDC reflecting their weekly wage rate. The top-up pay will be the difference between what an employee receives from Employment Insurance and their normal pay including any payments generated from the **SEB** plan. Pay will not, however, exceed one hundred percent (100%) of the employee's normal weekly earning.

Employees who do not qualify for E.I. payments will be paid sick leave benefits up to a maximum of six (6) weeks. To receive such pay the employee must provide adequate proof to Human Resources.

- • Until HRDC regulation 38 is changed, top-up pay will not be deducted from the employee's accrued sick leave credits.
- Ten month employees shall only be paid for time that falls in their normal scheduled work period.



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 39.

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:

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

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

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



APPENDIX "E"

2135 Sills Street  
THUNDER BAY, ON P7E 5T2  
Telephone 625-5100; Fax 623-5833  
www.lakeheadschoos.ca

**COPE Job Posting Application Form**

Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
\_\_\_\_\_  
Postal Code: \_\_\_\_\_  
Phone: Work: \_\_\_\_\_ Home: \_\_\_\_\_

Position Applied For:  
Job Title: \_\_\_\_\_  
Location: \_\_\_\_\_  
Seniority Date: \_\_\_\_\_  
(if supply, provide seniority number)

Qualifications:  
\_\_\_\_\_  
\_\_\_\_\_

Instructions:

1. A fully completed, separate application is required for each position to which you are applying.
2. Send the original to Human Resources Department, Board Office. Forms may be faxed to 625-9422.
3. Forward a copy to Maria Kullman, 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 Human Resources 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 29 day of June, 2009 at Thunder Bay, Ontario.

Lakehead District School Board

COPE Local 454

[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Letter of Agreement

Between

The Lakehead District School Board

And

COPE Local 454

The memo regarding the Supply List which is sent to departments and schools shall first indicate all members having recall rights. The remainder of the list will include individuals listed in order of date of hire. The list will be updated semi-annually. Individuals will continue to be called at the discretion of the Board.

Dated at Thunder Bay this 29 day of June, 2009.

Lakehead District School Board

COPE Local 454

[Signature]  
[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

Margie Kullman  
[Signature]  
In memos  
Joyce Carlson  
Frothy Deans  
[Signature]  
\_\_\_\_\_

Letter of Understanding

Between

The Lakehead District School Board

And

COPE Local 454

RE: Enhancements Arising from Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Canadian Office and Professional Employees Union have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

Dated at Thunder Bay this 25 day of June, 2009.

Lakehead District School Board

COPE Local 454

Paul Gull  
Karen Birt  
Dwayne Babcock  
Russ  
Tim Glone

Maria Kellman  
in memory  
Joyce Carlson  
Lathy Segers  
Korack

Letter of Understanding

Between

The Lakehead District School Board

And

COPE Local 454

Group Benefits and Other Working Conditions

The Board and the Union have noted the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an additional annual enhancement of thirty three (\$33) million (0.26%) increase in benchmarks effective in 2010-2011 to enhance group benefits and other working conditions for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.

Boards must spend no less than their allocated amount under this thirty three (\$33) million enhancement.

The Local Bargaining Unit's share of the Board's allocation under the thirty three (\$33) million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 financial statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Union, shall be excluded.

The Board shall share the financial analysis and calculations of this allocation with the Union.

The Board and the Union agree to meet commencing January, 2010 regarding allocation of these funds.

Dated at Thunder Bay this 29 day of Jan., 2009

Lakehead District School Board

COPE Local 454

*Paul Gault*  
*R. Wilson*  
*Dwayne Bahkeda*  
*Barry*  
*Trish Allena*

*Margaret Kullman*  
*ret. sec.*  
*In witness*  
*Joyce Carlson*  
*Ruthy Degers*  
*Shovack*

Letter of Understanding  
Between  
The Lakehead District School Board  
And  
COPE Local 454

Re: Staffing Funding Enhancement for 2009-2010 Office Support Staff (Elementary School Secretaries)

The Board and the Union note the Government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase funding in the GSN for Office Support Staff in elementary school (Approximately 200 FTE's starting in 2009-2010) through the elementary component of the School Foundation Grant as follows:

- All elementary schools with 250 or more students would benefit from the enhancement;
- Elementary schools with 1,000 or more students would receive funding for an additional 0.25 FTE secretary (based on the benchmark salary and benefits);
- The incremental funding for schools with 250 to 1,000 students would be based on school size. For example, a school with 500 students would generate 0.16 more FTE, a school with 300 students would generate 0.04 more FTE.
- The "School Foundation – Elementary Office Support Workers" provides the Projections of additional funding per school year under this enhancement.

The Board must apply this enhancement in 2009-2010, up to the value of the Board's share of the new allocation in the following order:

- Offset staff reductions in the school office and Board administration Support staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrollment.

Use all remaining funds to:

- Ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week;

and or

- Hire additional unionized Board employed Elementary School Office Support Staff in 2009-2010.

The Board shall share the financial analysis and calculations of the allocation with the Union.



Dated at Thunder Bay this 29 day of June, 2009.

Lakehead District School Board

COPE Local 454

Paul Guallo  
[Signature]  
Donna Bahleda  
[Signature]  
Trish Mena

Maggie Kullman  
[Signature]  
M. Memens  
Joyce Carlson  
Kathy Deans  
[Signature]

Letter of Understanding

Between

The Lakehead District School Board

And

COPE Local 454

Professional Development and Training

The Board and the Union acknowledge the important skills and expertise that education support workers contribute to Ontario's publicly-funded schools and their commitment to improving student achievement.

The Board and the Union agree that commencing January 1, 2009, the Board shall ensure that a mechanism is in place to provide the Union with opportunities to provide input on professional development and training.

The Board and the Union note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a one-time seventeen (\$17) million allocation in the GSN in 2008-2009 to enhance professional development and training opportunities for education support workers.

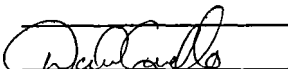


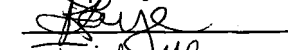
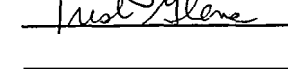
The Board shall share the financial analysis and calculation of the allocation with the Union.

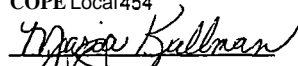

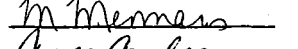

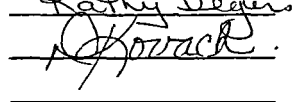
The Board will transfer the Union's proportional share of a one time enhancement directly to the Union by December 31<sup>st</sup>, 2008 for the purposes of professional development, training and equipment.

Dated at Thunder Bay this 29 day of June, 2009.

Lakehead District School Board

COPE Local 454

  
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Letter of Understanding

Between

The Lakehead District School Board

And

COPE Local 454

Letter of Understanding Agreed to at the Provincial Discussion Table and is non-grievable.

The Lakehead District School Board and the Canadian Office and Professional Employees, Local 454 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

Dated at Thunder Bay this 23 day of June, 2009.

Lakehead District School Board

COPE Local 454

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