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1988-19

COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

-and-

Local 63
CANADIAN UNION OF PUBLIC EMPLOYEES

19 1990

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THIS AGREEMENT made in duplicate this 1st day of
December, 1989.

BETWEEN :

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO,

Party of the First Part

and

LOCAL 63, CANADIAN UNION
OF PUBLIC EMPLOYEES,

Party of the Second Part.

PREAMBLE

WHEREAS in the interest of the efficient conduct and administration of the Board's **works** and **affairs**, it is desirable and necessary that there shall be harmonious relations between the Board and its employees, **fair** and reasonable remuneration for services rendered, having regard to the responsibilities attached to the position held, nature of the duties thereof, manner of their discharge, seniority in the service, security of tenure of office and promotion within the service.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto hereby mutually covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement:

- (a) "Board" means The Board of Education for the City of Toronto
- (b) "Union" means Local 63, Canadian Union of Public Employees
- (c) "Permanent Employee" means an employee in the bargaining unit who has been appointed to the staff by the Board.
- (d) "Probationary Employee" means an employee in the bargaining unit who **has** not been appointed to the staff by the Board.
- (e) "Running Lunch" is defined **as** a period of time intended for lunch purposes, not exceeding twenty (20) minutes in total. The Running Lunch Period can be interrupted, if required, for service purposes.
- (f) "Vacation Year" is the period of time commencing July 1st and ending on June **30th** of the following calendar year.

ARTICLE 2 - RECOGNITION

2.01 The Board agrees to recognize the Union as the exclusive bargaining unit for ~~all Acting Supervisors of Caretakers and Chief Caretakers who shall hold a 2nd, 3rd or 4th Class current Stationary~~ Engineer's certificate, Chief Engineers (2nd Class), and **all** certified operating Stationary Engineers who have been appointed to engineering positions.

2.02 Chief Caretakers shall be designated to be in charge of all Plant Operation field activities in all schools or building complexes. Employees who assume the full responsibility of an absent Chief Caretaker shall hold one of the above certificates as listed in Article 2.01.

Notwithstanding the foregoing, and subject to the Operating Engineers' Act, a Chief Caretaker may not be replaced for a period of up to two (2) days per instance for certain purposes such as to attend in-service seminars and Chief Caretakers' Meetings, provided schools are not left unattended by a member of the caretaking staff. This shall not apply to the following:

- (1) Sickness.
- (2) Coverage for an Acting Supervisor of Caretakers when in the capacity of an Acting Supervisor.

For the purpose of this clause, doctors' and dentists' appointments will not be considered sickness.

2.03 The Board also agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement looking towards a peaceful and amicable settlement of any difference that may arise between them.

ARTICLE 3 - DISCRIMINATION OR SOLICITATION

3.01 The Board agrees that there will be no discrimination exercised or practised with respect to any employee by reason of his/her membership or activity in the Union.

3.02 There shall be no solicitation of membership in the Union organization, or collection of Union monies, or any Union activity during the hours of employment or on any

premises of the Board, except **as** hereinafter expressly permitted by this Agreement **or** with Board permission. This clause shall not be construed to prevent employees from engaging in casual conversations relating to Union affairs.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 As a condition of employment all present employees covered by this Agreement, who are now members, shall remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees of the employer shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union.

4.02 The Board agrees that all new members of Local 63 shall be given a copy of the current collective agreement and agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and dues check-off.

4.03 For new employees the initial deduction of Union dues and initiation fee shall be made from the first pay cheque, on which Union dues are normally deducted, after the employee has received four (4) pay cheques.

4.04 The Board will deduct from every employee any Union dues, initiations **or** assessments levied in accordance with the Union Constitution and Bylaws and owing by the employee to the Union. The total amount of said deductions shall be forwarded to the Treasurer of the Union not later than seven (7) days after payroll deductions, accompanied by a list of employees from whose wages deductions have been made.

The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of such deductions authorized by the Union.

ARTICLE 5 - CORRESPONDENCE

5.01 All official communications between the parties, arising out of this agreement or incidental thereto, shall pass between the Superintendent of Plant Operations of the Board and the Recording Secretary of the Union and copies shall be sent to the Superintendent-Negotiations of the Board.

Notwithstanding the foregoing, communications pertaining to the interpretation of this Agreement shall pass between the Superintendent, Negotiations of the Board and the Recording Secretary of the Union and copies shall be sent to the Superintendent of Plant Operations.

The Union shall be supplied with copies of the Public agendas and public committee reports for the meetings of the full Board and Personnel and Organization Committee at the same time as they are circulated to the Trustees. The Union shall be provided with public minutes of the Board meetings.

Where possible distribution of communications will be by Board mail.

5.02 The employee when changing his/her address or telephone number, will inform the Superintendent of Plant Operations of such change, within five (5) working days, giving the new address and/or telephone number. The Superintendent of Plant Operations will forward a copy of "Change of Address Form" to the Union upon receipt of same from an employee. The Superintendent of Plant Operations shall supply to the Union, by January 15th of

each year, a list showing the names, addresses and telephone numbers of **all** employees covered by this Agreement.

5.03 The Superintendent of Plant Operations shall supply to the Union names and addresses of **all** newly appointed Chief Caretakers and Stationary Engineers covered by this Agreement at the time of their appointment by the Board **or** at the time of the commencement of their employment with the Board and agrees to inform the Union immediately, by letter, of the name of any employee covered by this Agreement who tenders his/her resignation, is laid off **or** dismissed.

5.04 The Plant Operations Department **shall** provide the Union with a list of Union members who are in receipt of Long-Term Disability Plan benefits. The list **will** include the last reported address of the employee.

ARTICLE 6 - SENIORITY

6.01 The Board will maintain the following seniority lists:

- (a) A Board overall service seniority list, of all employees covered by the Union, in which seniority shall be established on the basis of an employee's service with the Board, calculated from the date on which the employee commenced employment with the Board. Such seniority standing **shall** apply in the case of Board benefits.
- (b) A Chief Caretakers' seniority list, showing the employee's seniority in respective "Codes".
- (c) A Stationary Engineers' seniority list, showing the employee's seniority by date in the respective

classifications of 2nd Class, 3rd Class and 4th Class Stationary Engineers.

The Superintendent of Plant Operations **will** forward to the Recording Secretary of the Union and to each school a copy of list (a), (b) and (c) **in** the months January and July.

Applicable to Chief Caretakers

6.02 Seniority of Chief Caretakers by Code shall be established by length of service **within** each respective Code, calculated from the date upon which the employee was appointed to such Code. Such seniority standing **shall only** apply in the case of promotions, bidding down, transfers and new positions. **When** bidding down, a Chief Caretaker from the higher code **will** be considered senior to a Chief Caretaker in a lower code. The successful applicant **will** be placed **as** the most senior Chief Caretaker **in** the lower code with a calculated seniority date one day greater than the current most senior Chief Caretaker.

Applicable to Stationary Engineers

6.03 Seniority of Stationary Engineers, for the purpose of promotions, transfers and **new positions**, **shall** be established **on** the following basis:

- (a) "Seniority **for** employees who commence employment with the Board as a 2nd, 3rd, or 4th Class Stationary Engineer **shall** be the date they **were** first continuously employed by the Board."
- (b) "2nd Class Stationary Engineers - Employees who are 3rd Class Engineers who, while in the employ of the Board, successfully obtain their 2nd Class Engineers certificates, **shall** have their positions **on** the combined 2nd and 3rd Class Seniority List backdated one (1) year."

- (c) "3rd Class Stationary Engineers - Fifty (50) percent of elapsed time between date first continuously employed by the Board and the date the employee received his/her 3rd Class Stationary Engineer's certificate, backdated ~~from~~ the date the employee received his/her 3rd Class Stationary Engineer's certificates; also, one month's credit for every year served with the Board as a 4th Class Stationary Engineer, calculated on a pro-rated basis, backdated from the date an employee received his/her 3rd Class Stationary Engineer's certificate.
- (d) 4th Class Stationary Engineers - Fifty (50) percent of elapsed time between date first continuously employed by the Board and the date employee received his/her 4th Class Stationary Engineer's certificate, backdated ~~from~~ the date an employee received his/her 4th Class Stationary Engineer's certificate,
- (e) ~~For~~ the purpose of this section seniority ~~shall~~ not be backdated beyond the date an employee was first continuously employed with the Board.

Applicable to All Employees

6.04 All employees ~~shall~~ contact the Recording Secretary of the Union with any questions relating to seniority.

6.05 If an employee is absent from ~~work~~ because of sickness, accident or leave of absence approved by the Board, he/she shall not lose seniority rights.

6.06 A new employee shall serve a probationary period of six (6) months, at the end of ~~which~~ period, he/she ~~shall~~ be, either, appointed to the permanent staff, ~~or~~ his/her services terminated.

6.07 Seniority shall be lost for the following reasons:

- (a) Dismissal for just cause.
- (b) Voluntary resignation.
- (c) Laid off for eighteen (18) consecutive months.
- (d) Failure to reply to recall notice within time specified or to report for work on the date, at the location and at the time specified in such notice, unless through sickness or other cause acceptable to the Board.
- (e) Absence without permission in excess of five (5) consecutive working days where circumstances are within his/her control, either to attend work or if possible to notify the Plant Operations Department, if it is not possible to attend work.

Seniority when lost for reasons (c), (d) and (e) may at the Board's discretion result in termination of employment without recourse to the Grievance Procedure except when termination follows loss of seniority by reason (d).

6.08 The Board shall continue to determine the methods through which services are provided.

An alteration in method or methods now in effect includes technological change which is defined as a change which necessitates the acquisition of new job related skills due to the introduction of mechanization and/or new electro-mechanical equipment and/or new electronic equipment and/or alterations or additions to existing equipment.

When the Board decides to introduce technological change two (2) representatives of the Board shall meet with two (2) representatives of the Union no later than two (2) months prior to the introduction of the change to discuss:

- (a) the working environment of the employees affected by the technological change
- (b) special arrangements that may be necessary to ensure the safe operation of equipment introduced as a result of technological change.
- (c) standards and procedures for the ongoing maintenance, inspection and repair of equipment as introduced as in (b) above.

In the event of technological change which results in the reduction of the number of permanent employees required, clause 6.09 shall apply.

When technological change is introduced the employee will be given on-the-job training, without loss of pay, to a **maximum** of three (3) weeks to acquire the necessary skills required by such change.

In the event of any position subject to this Agreement being reclassified by reason of a technological change the wage rate of the employee holding such position shall be frozen until the rate of the reclassified position reaches that level, it being the intention that no employee shall suffer a loss in wages by reason of said change(s). All such employees shall be given the opportunity to fill other vacancies according to seniority as per clause 6.01(b) or 6.01(c) of the Agreement. If the employee refuses the vacancy offered he/she will revert to the rate of the position he/she then holds, i.e. position after reclassification.

Any depletion of staff as a result of technological change as outlined in the definition will be discussed at a round table meeting to be held one (1) month prior to implementation of the depletion.

6.09 In the event of a layoff in the Plant Operations Department, employees shall be laid off in the reverse order of their "Departmental Seniority". Departmental Seniority shall be calculated from the date first employed by the Plant Operations Department.

An Engineer who is designated for layoff shall have the option of reverting to his/her previous non-engineering classification.

The following officers of Local 63 shall be excluded from layoff:

President
1st Vice-president
2nd Vice-president
Treasurer
Recording Secretary

The Board agrees that no employee hired prior to April 1, 1974 shall be laid off.

Unless legislation is more favorable to the employees, the Board shall notify employees who are to be laid off twenty-five (25) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, the employee shall be paid for the days for which work was not made available.

6.10 Employees shall be recalled in the reverse order of their layoff. No new employee will be hired until those laid off have been given an opportunity of re-employment. For recall purposes, the Board agrees to notify the laid off employee by registered mail of his/her recall. A copy of this letter shall be mailed to the Union at the same time. It will be the responsibility of the laid off employee to reply to his/her recall letter within ten (10) working days of the post mark of the registered recall letter.

It is the responsibility of the laid off employee to keep the Board informed of his/her current address.

6.11 Before there is any reduction in the number of any classification within the bargaining unit, there will be discussion between the Board and the Union.

ARTICLE 7 - STAFF CHANGES

7.01 Normally vacancies identified by the Board **will** be advertised as they occur. Such vacancy, ~~or~~ new position shall be posted in bulletin form at all schools and the Education Centre at least five (5) working days, and the employee shall be notified at least two (2) working days in advance of such transfer. Vacancies immediately resulting from filling a currently advertised*position will not be required to be posted.

This ~~is~~ in order that **all** members **will** know of the vacancy or new position and be able to make written application therefor, or for a transfer. The Superintendent of Plant Operations **will** forward one copy of the advertised vacancy to the Recording Secretary of the Union.

Applicable to Acting Supervisor

7.02 When the Board decides to fill a position of Acting Supervisor of Caretakers, the following ~~shall~~ apply:

1. Applications from Chief Caretakers in possession of at least a valid Ontario 3rd class Engineering Certificate only **will** be considered for the position of Acting Supervisor of Caretakers.
2. (a) When selecting candidates to fill Acting Supervisors of Caretakers' positions, the appointment **will** be based on code seniority,

applicable knowledge, and ability to perform the normal requirements of the job.

- (b) In addition to the above listed qualifications, it is understood that successful applicants must have at least five years experience as a Chief Caretaker and be from a Code "C", "D", "E" or "F" Chief Caretaker classification.
 - (c) ALL appointments of Acting Supervisors of Caretakers will be made on an annual (calendar year) basis. Positions will be filled from suitable applicants in the following order:
 - (1) Acting Supervisors of Caretakers who have not complete! their maximum continuous term.
 - (2) Applicants who have not previously held the position of Acting Supervisor of Caretakers.
 - (3) Applicants who have previously held the position of Acting Supervisor of Caretakers.
3. Acting Supervisors of Caretakers will be employed in that capacity on an "as required" basis, but, in general, this will amount to at least one (1) year and a maximum of two (2) years in the Acting Supervisor of Caretaker's position.
 4. Vacancies for Acting Supervisors of Caretakers positions, which the Board elects to fill, shall be posted as they become vacant or by mutual agreement between the Board and the Union.
 5. Successful candidates for Acting Supervisors of Caretakers positions will be required to have and

- utilize** a car for conducting Board business while serving as Acting Supervisor of Caretakers. They will be paid mileage allowance equal to that paid to Supervisors of Caretakers. They must comply with the Board requirements to carry \$300,000 public liability insurance.
6. The hours of work for Acting Supervisors of Caretakers will be in accordance with Article 11.
 7. Employees appointed to the position of Acting Supervisor of Caretakers will be paid in accordance with Appendix "A".
 8. Chief Caretakers appointed to Acting Supervisors of Caretakers' positions **will** continue to enjoy the right to bid for higher code schools ~~or~~ transfers to other schools.
 9. Employees returning to the position of Chief Caretaker from the position of Acting Supervisor of Caretakers **will be** placed in the Chief Caretaker code rate to which they are entitled but not necessarily to the **same** school ~~from~~ which they were promoted. (Employee retains code seniority, code rate and they are placed in a school administratively until they **fill** a vacancy in their **own** code by bid or management move.)
 10. Chief Caretaker vacancies resulting from the promotion of acting Supervisor of Caretakers will be posted and filled.

Applicable to Chief Caretakers

7.03 The Board agrees to advertise those schools which, as the result of a permanent addition or renovation, increase one (1) **Code** or more.

7.04 In making staff changes, where qualifications and ability are considered equal, appointment shall be made of the applicant senior in service in the respective Codes. If however, there are no applications received for such vacancies, the Board reserves the right to fill such vacancies.

7.05 No application for a lateral transfer in a respective Code will be accepted from a Chief Caretaker who has applied for and obtained a lateral transfer in the same Code in the previous six (6) month period, except by mutual consent between the Board and the Union. A Chief Caretaker who has received a promotion to a higher Code will not be eligible for a lateral transfer within six (6) months of the effective date of promotion.

An Unassigned Engineer on promotion to the position of Chief Caretaker will not be eligible for a lateral transfer within twelve (12) months of the effective date of the promotion (see also Letter of Understanding - page 50).

Applicable to Stationary Engineers

7.06 The parties agree that Stationary Engineers be permitted to make application for transfer six (6) months after appointment to a school, or where the number of shifts has been increased, or by mutual agreement between the parties.

In making staff changes for Stationary Engineers, merit and ability being sufficient, appointment shall be made of the applicant highest on the 3rd Class Seniority List, or if no applications have been received from 3rd Class Engineers, of the applicant highest on the 4th Class Seniority List. In addition when there are no bids for 3rd Class Engineer vacancy, the Junior 3rd Class

Engineer currently assigned to a non-high pressure plant will be moved to fill the vacancy.

(SEE LETTER OF UNDERSTANDING Page 50)

7.07 In making staff changes for Stationary Engineers, to the Unassigned Engineers Classification, merit and ability being sufficient, appointment shall be made of the applicant highest on the 3rd Class Seniority List, or if no applications have been received from 3rd Class Engineers, of the applicant highest on the 4th Class Seniority List. Merit and ability being sufficient promotions of Unassigned Engineers to Code "A" or Code "B" Chief Caretaker will be made according to the seniority on the Unassigned Engineers' List.

Stationary Engineers (2nd and 3rd) hired from outside the department, will be required to remain in a high pressure plant(s) for their first three (3) years of employment. To be eligible for promotion to the position of Unassigned Engineer, it will be required that an Engineer should have attained a minimum of two (2) years' caretaking (cleaning) experience in the Plant Operations Department of the Board.

In obtaining this two (2) years of experience, the high pressure engineer will be required to:

1. (a) be successful in bidding for a non-high pressure plant engineering position.
- (b) Not be compelled to relocate to a high pressure plant during those two years and will be paid a 3rd class engineer's rate.
- (c) Be relocated to a high pressure plant when a vacancy arises dependent upon seniority.

Section 1(c) above shall apply to all engineers in high pressure plants who are considering transferring to a non-high pressure engineering position to update their caretaking skills for the purpose of qualifying for an Unassigned Engineer's position.

7.08 To ensure the protection, security and to maintain the continuing good operation of the facilities on Board property, the Union shall recognize the prerogative of the Board to temporarily transfer permanent employees from their assigned schools to other locations. Such temporary transfers shall not exceed fifteen (15) working days in a calendar year. Such period may be extended by mutual consent. Such consent shall not be unreasonably withheld and a written copy shall be forwarded to the Recording Secretary of the Union.

7.09 By mutual consent of the Board and the Union, an employee covered by this Agreement who, through advancing years or disablement, is unable to perform his/her regular duties, may be assigned to alternative work, if available, without posting the position and without regard to his/her relative seniority standing and his/her rate shall be frozen until the rate of pay for the position to which he/she is transferred exceeds his/her rate of pay at the time of transfer. Such transfer shall not alter the bargaining unit seniority of any employee. The employee so assigned shall be reassigned when he/she is ready to resume his/her regular duties as determined by the Board doctor in consultation with the employee's doctor.

ARTICLE 8 - RESERVATION OF BOARD RIGHTS

8.01 The Union acknowledges that the management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things, include the right to:

- (a) Hire, promote and transfer.
 - (b) discipline, demote, suspend and discharge for just cause.
- 8.02 All rights set forth in this Article **will** not be exercised in a manner contrary to the provisions of **this** Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Should a dispute **arise** between the Board and any employee or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question **as** to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, **or** should any other dispute arise, an earnest effort shall be made to settle the dispute in the manner described in this Article, but any deviation from this procedure shall result in the forfeiture of **all** rights under **this** Article.

Notwithstanding the above, an employee may attempt to resolve the dispute **with** the Supervisor of Caretakers (or when applicable the Chief Caretaker, **or** Chief Engineer) prior to proceeding to Step 1 **of** the grievance procedure.

9.02

• Step 1

The aggrieved employee **shall** submit the grievance in writing to the Recording Secretary of the Union.

• Step 2

If the Grievance Committee of the Union considers the grievance to be justified, the employee concerned,

together with the Grievance Committee, shall first seek to settle the dispute with the employee's **Supervisor** of Caretakers and Supervising Engineer.

Step 3

Failing satisfactory settlement within two (2) working days after the dispute is submitted under Step 2, the Grievance Committee will submit to the Superintendent of Plant Operations a written statement of the particulars of the complaint and the redress sought. The Superintendent of Plant Operations shall hold a meeting with the Grievance Committee within **six (6) working days** after receipt of such notice and shall render his/her decision.

Step 4

Failing satisfactory settlement after the dispute is submitted under Step 3, the Grievance Committee will, within fifteen (15) working days, submit to the Comptroller of Buildings and Plant a written statement of the particulars of the complaint and redress sought. The Comptroller of Buildings and Plant shall hold a meeting with the Grievance Committee within fifteen (15) working days after receipt of such notice and shall render his/her decision in writing at that time.

Step 5

Failing agreement being reached in Step 4, application shall be made to the Board, or a Committee of the Board, in writing, through the Superintendent of Administrative Services of the Board, or his/her designate, ten (10) working days prior to the next regular Board meeting, stating the grievance concerned, and a hearing shall be granted at the next regular meeting of the Board or a Committee designated by the Board.

Step 6

~ Failing a satisfactory settlement within five (5) working days after the dispute is first discussed by the Board, or a Committee of the Board, the Union may, on giving fifteen (15) working days' notice in writing to the Board or a Committee of the Board of its intention, refer the dispute to arbitration.

9.03 Arbitration shall be as provided in the Labour Relations Act of Ontario as amended from time to time.

9.04 Where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to bypass subsection 9.02, Steps 1, 2, 3 and 4 of this Article.

9.05 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

9.06 The Board will supply the necessary facilities for grievance meetings.

9.07 The time limits fixed in both the grievance and arbitration procedures may be extended by consent in writing of the parties to this Agreement.

- 9.08 At any stage of grievance or arbitration procedure, the parties may have the assistance of the employee concerned and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES

10.01 A permanent employee may be dismissed only upon the authority of the Board. The Superintendent of Plant Operations may suspend an employee pending the Board's confirmation of a discharge recommendation at the next regular Board meeting. Such employee and the Union shall be advised immediately in writing of the reason for such suspension.

10.02 A Supervising Engineer may suspend an employee covered by this Agreement up to a maximum of three (3) working days. The Superintendent of Plant Operations may suspend an employee covered by this Agreement up to a period of five (5) working days. The Comptroller of Buildings and Plant shall have the authority to suspend an employee covered by this Agreement for a period in excess of five (5) working days but such suspension shall be immediately reported to the Board for ratification. Such employee and the Union, shall be advised immediately in writing of the reason for such suspension.

10.03 A permanent employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under Article 9, Grievance Procedure.

10.04 The Union may question the termination of employment of any probationary employee but such termination shall not be the subject of a grievance. Any other matters may be subject to Article 9, Grievance Procedure.

10.05 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be reinstated immediately in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her basic earnings during the pay period next preceding such discharge or suspension.

10.06 Any employee covered by the Agreement, called to appear before the Superintendent of Plant Operations or a Supervising Engineer or Supervisor of Caretakers for reason(s) that may result in disciplinary action, shall have two (2) Union executive members or their designates present. Where feasible the Union executive members or their designates shall be provided with forty-eight (48) hours' notice of any such meeting.

10.07 Disciplinary action for any offenses which, if not repeated within a five (5) year period, will be disregarded in the administration of discipline and at the request of the employee the disciplinary documentation more than five (5) years old that is on the file will be removed and destroyed.

10.08 Upon suitable notice and at a time suitable to the Board and the employee, an employee shall have access to his/her personnel file. If he/she disagrees with the contents of the file, recourse shall be made through the grievance procedure.

10.09 Prior to an adverse report being placed in an employee's personnel file, the employee will be given a copy and an opportunity to make a written reply regarding the report. The reply will be filed with the report.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 Hours of work for all employees covered by this Agreement shall be eight (8) continuous hours per day, broken only by one (1) hour for lunch, forty (40) hours per week (Monday to Friday), except as hereinafter set forth.

In the summer vacation period, the "Christmas" and "Mid Winter" Breaks, the day shift will be an eight (8) hour shift with a running lunch

(SEE LETTER OF UNDERSTANDING Page 50)

11.02. The pay period **shall** commence Wednesday at midnight.

11.03. All time worked in excess of eight (8) hours per day, forty (40) hours per week (Wednesday midnight to Wednesday midnight), shall be deemed overtime at the rate of one and one-half times the **regular** hourly rate. Double time shall be paid for **all** time worked on Sundays and for emergency **call** backs on Saturdays.

In high pressure plants, Saturday **or** Sunday shifts **may** be scheduled as part of the employee's forty (40) hour week at any time during the year from September 15th to June 30th inclusive.

Any regularly scheduled shift that is worked on a Saturday or Sunday, even though it is part of the employee's forty (40) hour week, **shall** be paid **for** at the rate of one and one-half times the **regular** hourly rate on Saturdays and double time on Sundays (see **also** Letter of Understanding - page 44).

11.04. An employee covered by this Agreement who is called out and required to work **or** attend meetings called by the Board outside his/her **regular working hours**, except as indicated in subsection .03, **shall** be paid a **minimum** of three (3) hours at the appropriate overtime rate provided there is a time lapse between the **end** of his/her regular working hours and start of recall hour and provided further, that he/she **is** recalled for circumstances over which he/she has no control.

An unassigned engineer covered by this Agreement who is called out and required to work or attend meetings called by the Board outside his/her regular working hours, except as indicated in subsection .03, and who is required to pick up keys at the Education Centre, shall be paid a minimum of four (4) hours at the appropriate overtime rate provided there is a time lapse between the end of his/her regular working hours and start of recall hour, and provided further, that he/she is recalled for circumstances over which he/she has no control.

11.05 The Board agrees to pay a maximum of two (2) hours' dead time, at the appropriate overtime rate, between the employee's normal quitting time and the commencement of permit hours. However, should the dead time between the normal quitting time and the commencement of permit hours or the end of one permit and the commencement of the next permit exceed two (2) hours, no dead time will be paid.

11.06 During a calendar year, whenever overtime is necessary, such overtime shall be shared as fairly as possible among the employees required and qualified to do the work, at the discretion of the Chief Caretaker or Chief Engineer as the case may be.

11.07 All employees will be permitted a fifteen (15) minute rest period both in the first half of a shift and the second half of a shift except when conditions do not permit members of this Union to leave the boiler room.

11.08 Those employees covered by this Agreement who are required to work two (2) continuous shifts, irrespective of calendar days, shall receive the appropriate overtime rate after the first shift has been worked.

11.09 An assigned employee covered by this Agreement who starts a shift, must complete his/her shift.

11.10 At least twenty-four (24) hours' notice shall be given to employees when required to change a regularly scheduled shift except in the case of circumstances **over** which there is no control.

11.11 The hours of work for Chief Caretakers shall be between the hours of 6:00 a.m. and 5:00 p.m. Monday to Friday.

11.12 The afternoon and midnight shifts shall be an eight (8) hour shift with a running lunch.

The Board also agrees that where employees are not permitted to leave the premises on the day shift, that day shift shall be an eight hour day shift with a running lunch.

(SEE LETTER OF UNDERSTANDING Page 50)

11.13 In those locations where and when Stationary Engineers are required for a twenty-four (24) hour operation, shift schedules **shall** be as follows:

11:00 p.m. to 7:00 a.m.
7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.

Such schedules may be changed **by** mutual consent between the Board and the **Union**.

11.14 All Stationary Engineers shall be paid a shift bonus of four (4) percent of their normal rate of pay when required to work on the afternoon shift and a shift bonus of five (5) percent of their **normal** rate of pay when required to work on the midnight shift. An afternoon shift means any shift when fifty (50) percent or more of the eight (8) hours occurs after 3:00 p.m. A midnight shift means any shift when fifty (50) percent or

more of the eight (8) hours occurs after midnight and before 8:00 a.m.

11.15 Subject to the approval of the Superintendent of Plant Operations, when there is a staff shortage for which no replacement has been provided during the regular school term, an allotment of two (2) hours' overtime per person who is absent per shift shall be allowed.

11.16. When a Chief Caretaker is absent for a period of one (1) or more continuous working days, other than vacation during the months of July and August, the Engineer of that school on the day shift designated to replace the Chief Caretaker shall be paid the appropriate Unassigned Engineer's rate of pay, retroactive to the first day of the absence, for each day so assigned. When a Chief Engineer or 2nd Class Shift Engineer in a high pressure plant is absent for a period of one (1) or more continuous working days, other than for vacation during the months of July and August, the Engineer designated to replace that employee shall receive fifty (50) cents per hour retroactive to the first day of absence, for each day so assigned.

Notwithstanding the foregoing, employees excluding Unassigned Engineers, who relieve a Chief Caretaker or Chief Engineer of another school for a period of one (1) or more continuous working days shall be entitled to the applicable rate indicated above retroactive to the first day of absence.

11.17 When a Chief Caretaker or a Chief Engineer assumes the additional duties of an absent shift engineer or when an Unassigned Engineer replaces a Chief Caretaker or a Chief Engineer and also assumes the duties of an absent shift engineer the employee shall receive an additional \$0.50 an hour other than in the months of July and August.

The days for which the premium rate is paid **will** not count as temporary transfer days as provided in clause 7.08.

ARTICLE 12 - HOLIDAYS

12.01 Employees **shall** be paid for the following holidays:

New Year's Day	Civic Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Where a holiday falls on a Saturday or Sunday, another day shall be declared **as** a paid holiday.

In addition to the above, employees upon request and with sufficient notice, **shall** receive one (1) additional mutually agreeable paid holiday in each calendar year except that employees hired after November 11th **shall** not be eligible for this paid holiday **until the** subsequent calendar year.

This additional mutually agreeable paid holiday **will** be taken prior to the commencement of the annual vacation.

The Board shall declare one additional paid holiday in each calendar year (see also Letter of Understanding - **page 48**).

12.02 Any other Paid Holidays granted by an Act of the Federal or the Provincial Government and approved by the **Board shall** apply to members covered by this Agreement.

12.03 *All* employees covered by this Agreement shall be paid at the rate of double time **if** required to work on

above listed holidays when they **fall** on a regular working day (Monday to Friday inclusive) and any other holidays declared by the Board specifically for people covered by this Agreement. This will be in addition to being paid for the holiday.

ARTICLE 13 - VACATIONS

13.01 **ALL** probationary employees covered by this Agreement with less than twelve (12) months' service with the Board as of June 30th **shall** be entitled to one (1) day's vacation with pay for each complete calendar month on continuous service prior to June 30th, with a maximum of eleven (11) **working** days' vacation with pay, provided they were in the employ of the Board on June 30th.

13.02 The annual vacation for **all** employees covered by this Agreement who have completed the following years of service with the Board as of June 30, 1988 **shall** be:

3 weeks vacation with pay - 1 year of service.

4 weeks vacation with pay - in the calendar year **an** employee attains nine (9) years of service.

5 weeks vacation with pay - in the calendar year an employee attains seventeen (17) years of service.

26 days vacation with pay in the calendar year an employee attains 23 years of service.

27 days vacation with pay in the calendar year an employee attains 24 years of service.

28 days vacation with pay in the calendar year an employee attains 25 years of service.

30 days vacation with pay in the calendar year an employee attains 26 years of service.

The annual vacation for all employees covered by this Agreement who have completed the following years of service with the Board as of June 30, 1989 shall be:

3 weeks vacation with pay - 1 year of service.

4 weeks vacation with pay - in the calendar year an employee attains nine (9) years of service.

5 weeks vacation with pay - in the calendar year an employee attains seventeen (17) years of service.

26 days vacation with pay in the calendar year an employee attains 23 years of service.

27 days vacation with pay in the calendar year an employee attains 24 years of service.

30 days vacation with pay in the calendar year an employee attains 25 years of service.

13.03 An employee leaving the employ of the Board at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

On retirement an employee shall be entitled to the same vacation pay which he/she would have earned if he/she had continued in employment to the end of the vacation year, provided that he/she has worked six months of that vacation year.

Should an employee die, his/her estate shall be credited with the value of vacation credits due him/her.

There shall be no maximum on vacation credits paid.

13.04 When any paid holiday as defined in Article 12 occurs in a vacation period, that day(s) shall not be charged to the employees vacation but to the paid holiday.

13.05 The normal vacation period for employees in a school ~~will~~ be established as that school's closing for the summer recess up to but not including the week prior to school opening in September.

Should an employee's entitlements exceed four (4) weeks the additional entitlements may be required to be taken at a time outside the normal vacation period.

Should an employee apply for a transfer which occurs after the vacation schedule has been finalized, the employee transferring to a new location may be required to alter his/her originally approved vacation.

Any difference of opinion regarding a relocated employee's vacation ~~will~~ be resolved by his/her immediate supervisor in consultation with the Supervisor of Caretakers.

13.06 An employee may apply to his/her Supervisor of Caretakers to take his/her vacation entitlements outside the scheduled vacation period.

13.07 ~~All~~ employees ~~shall~~, whenever conveniently possible, be granted the vacation period preferred by the employee. Preference of choice of vacation dates shall be determined by overall seniority, except in the case of Chief Caretakers and Chief Engineers who shall have first priority.

13.08 The granting of all vacation dates ~~shall~~ be at the discretion of and subject to the approval of the Superintendent of Plant Operations.

13.09 When the vacation schedule is approved by the Superintendent of Plant Operations and posted, it shall be considered finalized and shall not be altered except by mutual consent between the Union and the Superintendent of Plant Operations.

13.10 Vacation pay, less normal deductions, for the actual amount of vacation being taken is to be delivered to the employee on the pay day immediately prior to that vacation.

13.11 Effective July 1, 1983, upon application, an employee who was employed by a publicly financed educational institution, Board of Education or Municipal Government, within Ontario, shall be credited for vacation purposes with that previous service, provided there is no intervening employment.

13.12 If an employee who would normally be eligible for benefits provided by the Sick Leave and Gratuity Plan including provisions for Special and Miscellaneous Leaves has an accident, becomes ill, or suffers a bereavement during a vacation period, the accident, illness or bereavement shall be counted as vacation time unless the employee notifies the Board of the accident, illness or bereavement as soon as possible and submits a medical certificate from a medical practitioner in the case of accident or illness and applies for and is granted leave of absence in accordance with the provisions of the Sick Leave and Gratuity Plan including the provisions for Special and Miscellaneous Leave.

ARTICLE 14 - SICK LEAVE PROVISIONS

14.01 The Sick Leave Credit and Gratuity Plan, as indicated in Appendix "D", including the provisions for "Special and Miscellaneous Leaves" at present in force, shall be continued.

Female employees absent on maternity leave shall not be entitled to benefits under the sick leave plan.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay or sick credits for the time so spent.

The Negotiating Committee shall be granted leave without the loss of pay or sick leave credits to prepare both amendments for the next agreement and documents required for ratification purposes at the conclusion of negotiations up to a maximum of two (2) days per member of the committee per calendar year cumulative for the term of the Agreement.

15.02 Leave of absence without loss of sick leave credits or seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at recognized Union conventions or seminars. Such time shall not exceed a total of thirty (30) working days, with pay, and up to twenty (20) working days, without pay, in any one year, it being understood that no more than five (5) members of the Union may be absent at any one time.

15.03 Any employee covered by this Agreement who is elected or selected for a full time position with the Union or any body with which the Union is affiliated or who is elected to public office will be granted leave of absence by the Board, without salary; and without loss of seniority up to a period of two (2) years. This period may be extended, without salary, by the Board, upon application, with the understanding that the applicant's

seniority will remain at that level which existed at the commencement of the leave of absence, and shall increase by the lesser of the length of the leave of absence to two (2) years.

15.04 The Board may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such requests to be in writing to the Superintendent of Plant Operations, and further provided that in his/her opinion it does not conflict with the efficient operation of the Plant Operations Department.

15.05 Maternity/Infant Care Leave and Adoption/Child Care Leave policies as printed in the Non-Teaching Employee Benefit Plans Booklet shall apply to employees covered by this Agreement.

Employees who apply for such leave shall execute the agreement included in Appendix "C" of this agreement, in accordance with the provisions of the plans.

15.06 Except as provided in Clauses 15.02 and 15.03 employees on approved leave of absence without pay for a period in excess of one (1) year shall not accumulate additional seniority for the period covered by the approved leave of absence but such employees shall retain the seniority they had at the commencement of the leave of absence and shall be increased by the lesser of the length of the leave of absence or one (1) year.

ARTICLE 16 - PAYMENT OF WAGES

16.01 The Board shall pay salaries and wages, including overtime, on a weekly basis, every Thursday, in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of

his/her wages and deductions, as presently shown on pay cheques.

16.02 In the event of an error being made by the Board in the amount of one day's pay or more, correction will be made within two (2) working days after notification has been received.

16.03 The Board agrees to put **all** deductions that may be claimed as tax deductions on the T4 forms at the end of each calendar year.

ARTICLE 17 - OTHER BENEFITS

17.01 The pension schemes presently in force will be continued.

In addition to the Canada Pension Plan, every eligible employee shall join the Ontario **Municipal** Employees Retirement System. The Board and **the** employees shall make contributions in accordance with the provisions of the Plan.

17.02 The Group Life Insurance Plan at present in force shall be continued. The Board agrees to pay the full premium cost of the first twenty-five thousand (\$25,000) dollars of coverage and 75% of the applicable premium for any additional coverage, up to the **maximum** coverage of \$120,000 provided by the plan.

Upon Retirement prior to age 65, an employee has the option of continuing in the group plan up to age 65 provided he/she pays both his/her own and the Board's share of the premium. Termination of an employee who is at least 55 years of age will be considered as retirement.

(SEE LETTER OF UNDERSTANDING Page 50)

17.03 The Long Term Disability Plan at present in force shall be continued and the ~~Board~~ shall pay one hundred (100) percent of the premium cost.

(SEE LETTER OF UNDERSTANDING Page 50)

The Board shall maintain the applicable insured medical plans which are in force on the last day worked for all disabled employees in receipt of L.T.D. benefits. Plan benefits are to be based on the employee's **salary** as at the date of ~~six~~ months of disability.

17.04 The Board agrees to continue the benefits of Clause 17.05, Clause 17.06 and Clause 17.07 ~~or~~ all disabled employees in receipt of disability benefits from the Board's O.M.E.R.S.

This provision becomes effective January 1, 1985 and shall continue until the employee attains the age of sixty-five provided they continue to receive disability benefits from O.M.E.R.S.

17.05 The Board agrees to contribute for permanent and probationary employees covered by this Agreement the maximum allowable percentage permitted under the Education Act, 1974, as amended from time to time, of the single or family premium, as the case may be, of the Ontario Health Insurance Plan.

Such employees shall have the privilege of participating in the Blue Cross or equivalent Semi-Private Hospital Coverage Plan and shall pay all premiums in connection therewith.

17.06 Effective July 1, 1986, the Board agrees to contribute for permanent and probationary employees covered by this Agreement, the maximum allowable percentage permitted under the Education Act, as amended from time to time, of the single or the family

premium, as the case may be, of a Blue Cross or equivalent Extended Health Care Plan to be implemented with a \$25.00 - \$50.00 deductible including the following provisions:

- (a) eyeglasses up to a **maximum** of seventy-five (**\$75.00**) per person per two year period. **If** contact lenses are prescribed for **medical** rather than cosmetic reasons, the benefit **will** extend to a **maximum** of one hundred and fifty (\$150) dollars per person **per** two year period.
- (b) hearing aids up to a **maximum** of five hundred (\$500) dollars per person per three year period.
- (c) out-of-province coverage.

The Board agrees to convene a meeting not later than October of each year to provide the Union with an opportunity to advise the Board of any concerns it **may** have with respect to the performance of the carrier.

17.07 The **Board** shall provide a Dental Plan for permanent and probationary employees. Benefits equivalent to those provided by the Confederation Life Insurance Company will be based on the 1986 Ontario Dental Association Schedule of Fees for dental services provided by General Practitioners.

Effective February 1, 1989 the Plan **shall** be amended as follows:

- (i) include caps, crowns and dentures, and
- (ii) replace the 1986 O.D.A. Tariff with the 1988 O.D.A.

The Board shall pay 75% of the premium cost of the single or family coverage, as the case may be, for those employees who have completed the necessary enrollment forms to participate in such plan and who have agreed to provide the balance of the premium cost through payroll deduction.

17.08 In consideration of the provision of the improved benefit package resulting from the introduction of the Dental Plan, the Union on behalf of the employees covered by this Agreement, effective **January 1, 1980**, releases the Board from any obligation it might hereafter have to pay to these employees any Unemployment Insurance Commission rebate available because of the existence of a wage loss plan (Sick Leave Plan). Such rebate shall be used by the Board to defray the increased Board cost of the Dental Plan.

17.09 The Board agrees that where a member has, through sickness, used up **all** of his/her accumulative sick leave time, the Union shall have the privilege of paying the premiums of his/her Group Life Insurance **until** he/she returns to work.

17.10 Employees who elect early retirement shall be allowed, at their request, to continue to participate in the Board's O.H.I.P., E.H.C. and Dental plans at **no** cost to the Board.

17.11 Employees covered by **this** Agreement who **transport** themselves and/or their tools and equipment from site to site **shall** receive a travelling allowance of one dollar and sixty five cents (\$1.65) per move effective December 5, 1988.

- Employees covered by this Agreement who transport themselves and/or their tools and equipment from site to site shall receive a travelling allowance of one dollar and Seventy five cents (\$1.75) per move effective January 1, 1989.

- Employees covered by this Agreement who transport themselves and, in addition, transport Board tools, material or equipment, shall receive an additional 45¢ per move when approved by the Supervisor of Caretakers.

17.12 It is the responsibility of each employee to advise the Board in writing (which will be acknowledged) of a change in marital or family status which would result in a lower premium cost for those benefits requiring monthly premium payments and to be responsible for reimbursing the Board if they over-pay on behalf of an employee because of his/her failure to keep the Board informed.

17.13 When an employee takes an educational course as a result of a request by the Board, he/she shall be compensated for the tuition fee charged for the course. If the course is conducted during normal working hours, employees shall receive the necessary time off without loss of salary or benefits.

- When an employee takes an educational course of his/her own choosing, but approved in advance by the Board, he/she shall be compensated for the tuition fee charged for the course provided he/she completes the course and receives the necessary passing mark.

- 17.14 Effective February 1, 1989, the Board will continue to pay its share of the premiums for the following employee benefits: extended health care, dental, group life, and O.H.I.P for the period of pregnancy leave or adoption leave (seventeen weeks or less) provided the employee is enrolled in such benefit at the time of commencement of leave.

ARTICLE 18 - UNIFORMS AND PROTECTIVE CLOTHING

18.01 The Board shall supply, twice in each three year period commencing in 1979, to all employees covered by this Agreement two (2) pairs of summer weight trousers, three (3) sport-type shirts with short sleeves. During regular school occupancy, permit occupancy and appearance before the general public an issue uniform shall be worn.

In addition to the above, all employees shall receive one (1) pair of trousers in the year in which there is no regular issue of uniforms.

Notwithstanding the foregoing, stationary engineers employed in high pressure plants shall be issued green uniforms (i.e. shirts and trousers).

The employees may elect to receive a jacket (parka or lightweight spring/fall) in lieu of other issued uniforms provided that each employee who elects to exercise this option must at his/her own expense ensure that he/she is provided with a proper uniform.

Subject to the requirements of the specifications, the employee shall have the choice of weight of trousers and shirt sleeve length. The Union shall be consulted before tenders are let (see also Letter of Understanding - page 60).

18.02 The Board agrees to provide, once every calendar year, one pair of safety footwear to each employee covered by this agreement.

ARTICLE 19 - GENERAL CONDITIONS

- 19.01 All rights, benefits, privileges and working conditions which employees covered by this Agreement now enjoy, receive ~~or~~ possess as employees of the Board shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be
- modified by agreement between the Board and the Union.

19.02 In this Agreement where the phrases "where mutually agree, mutual agreement, by mutual consent" appear, this ~~shall~~ be understood to mean - between the Board and the Union.

19.03 The Board shall print the Agreement and issue a copy to each employee.

19.04 A Labour Management Co-operation Committee ~~shall~~ be established with no more than five (5) representatives of the Union to consider matters of mutual interest. A meeting called by either party for any reason ~~shall~~ convene within five (5) working days if possible.

19.05 In the event the Board shall merge, amalgamate or combine any of its operations ~~or~~ functions with another employer, the Board agrees to discuss the retention of seniority rights for all employees with the new employer.

- 19.06 The Board shall retain the Plant Operations Department Safety Committee with representation from Local 63 C.U.P.E. as at present.

ARTICLE 20 - NO STRIKE OR LOCK-OUT

- 20.01 The Board and the Union agree that there will be no strike ~~or~~ lock-out as long as this Agreement continues to operate.



ARTICLE 21 - TERM OF AGREEMENT

21.01 This Agreement shall be in force for a term of two (2) years effective from January 1, 1988, and shall expire December 31, 1989, and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement. During negotiations on any proposed renewal or revision of this Agreement, the Agreement, in the form in which it may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever first occurs.


21.02 The parties will meet within fifteen (15) days after the giving of notice by either party for the purpose of entering into negotiations.

IN WITNESS WHEREOF the Board has hereunto affixed its corporate seal attested by the hands of its proper officers in that behalf duly authorized and the proper officers of the Union have set their hands and seals, the date and year first above written.

SIGNED, SEALED AND DELIVERED.

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO


Chairman


Director of Education

LOCAL 63, CANADIAN UNION
OF PUBLIC EMPLOYEES


President


Recording Secretary

LETTER OF UNDERSTANDING

between

Local 63 - C.U.P.E.

and

The Board of Education
for the City of Toronto

The following is the position of the Board of Education for the City of Toronto and Local 63 of the Canadian Union of Public Employees with respect to the interpretation ~~or~~ intent as they apply to the 1986-1987 Union Agreement.

Article 7 - Staff Changes

A chief caretaker who receives a **transfer** as a result of a management ~~move~~ shall be eligible to apply for a lateral transfer except when the management decision **results** in a promotion in accordance with the terms **of the collective** agreement.

Article 11 - Hours of **Work** and Overtime

Notwithstanding the clauses in the Collective Agreement during the months of July and August 1986 and 1987 the parties agree to a 4-1/2 day work week pilot project on the following basis:

1. Participation in the pilot project will be at the option of the employee.

2. Employees participating in the pilot project may benefit by having time off from work either in "(a)" or "(b)" as follows:
 - (a) off during the pilot project period provided the normal activities of the school are not affected by the time off, or
 - (b) Time off after August, and before January in each year, equivalent to the additional hours worked beyond the pilot project hours.
3. The following are the rules that apply to the 4-1/2 day week pilot project:
 - (a) The pilot project **will** be in effect for the normal summer vacation period in a school **as** follows:
 - (i) Elementary Schools - July 2, 1986 to **August 22**, 1986 and July 2, 1987 to August 21, 1987
 - (ii) Secondary Schools - Day following last exam to August 22, 1986 (August 21, 1987)
 - (b) Employees **will** work the following hours:
 - (i) 4 days - 8-1/2 hours with a running lunch and two 9 minute running rest **breaks**, and
 - (ii) 1 day - 4-1/2 hours with one 9 minute running rest break.
 - (c) Employees who are required to work a full 8-1/2 **hour** day on the scheduled half day of **work will** accumulate an additional 4 hours which may be taken before January of the next year. Employees may occasionally be required to defer

- the **half** day off due to unforeseen circumstances.
- (d) Overtime **will** be paid to employees participating in the pilot project only after 8-1/2 hours of work and this overtime **will** be paid at the appropriate overtime rate.
 - (e) All time off as a result of the pilot project must be approved by both the Chief Caretaker of the school and the Supervisor of Caretakers.
 - (f) All work schedules **for** employees participating in the pilot project **will** be approved in advance.
 - (g) Employees wishing to participate in the pilot project **shall** advise the Board in writing by recording on the scheduling form provided the hours they wish to work on each day as stated in A of 2 and (b) of 3 above.
 - (h) Employees who apply to participate in the pilot project whose requests cannot be accommodated in the summer schedule will be advised as soon as possible by posting the approved schedule on the Plant Operations' bulletin board at the school.
 - (i) The hours of work for vacation pay and holidays **will** be 8 hours a day.
 - (j) Absence for Sickness, Permission, etc., will be charged to sick leave in accordance with the number of hours an employee is scheduled to work.
 - (k) Employees may request to participate in the pilot project for **less** than the complete schedule

provided it is requested during the scheduling period.

- (1) Employees may withdraw from the pilot project at any time by advising the Board in writing.
4. The parties understand that the number of employees participating in the pilot project may be limited so as not to adversely affect the normal activities of each school.
5. Employees wishing to participate in the pilot project but who cannot be accommodated in the summer schedule **will** take their equivalent time off in accordance with 2(B) above.
6. Any of the above may be amended if the parties agree that an amendment is necessary.

Article 11.03 - Instead of a cash payment for overtime, an employee may choose to receive time off with pay. Time off **will** be at overtime rates and at a time mutually agreeable to the Board and the employee.

The maximum number of hours that may be accumulated shall be eighty (80) hours. The maximum number of hours that may be taken in any calendar year **shall** be eighty (80) hours.

The disposition of the accumulation of time off for overtime worked that remains to the credit of employees as at April 21, 1986 **shall** be decided by mutual agreement between the Board and the Union.

Normal running lunch arrangements **will** apply if fifty (50) percent **or** more of the working hours are after 3 p.m.

This Letter may be terminated at any time by either party giving thirty (30) days' written notice.

Benefit Booklet

Within 60 days ~~from~~ ratification the Board will provide the Union with a detailed booklet setting out comprehensive information relating to the Boards' master plans covering the insured benefits set out in the clauses 17.02, 17.03, 17.06 and 17.07 of the agreement. It is understood that the foregoing will not prejudice the Union's right to obtain copies of the Board's master insurance plans by whatever legal avenues may be available.

Article 12 - Holidays

The Board shall give thirty (30) days notice prior to the date on which the holiday will be observed. The Union ~~shall~~ be given an opportunity for dialogue on this matter prior to the giving of the thirty days notice.

Time cards

The Board agrees to the elimination of the punching of regular time cards for all members of Local 63, effective September 12, 1985.

Appendix "A" - Wage Reopener

Effective January 1, 1989, wages may be renegotiated if the Cost of Living for Toronto (1981 = 100) published by Statistics Canada exceeds 6% on a year-over-year basis as at December 31, 1988 and reviewed monthly thereafter.

No other collective agreement provision will be open for negotiation during the term of the Collective Agreement which expires December 31, 1989.

Appendix A - Chief Unassigned Engineer

The parties agree that there will be four (4) employees designated as Chief Unassigned Engineers for the term of this agreement.

Retroactivity

Retroactivity on wages only to the employees on the staff on the last date of ratification, to retired employees, to employees on leave of absence, to the estate of deceased employees, and to employees who have resigned, in each case prorated according to the time worked since January 1, 1988.

LOCAL 63

LETTER OF UNDERSTANDING

Article 7 Staff Changes and Article 11

Hours of Work and Overtime

Clause 7.05 and Clause 7.06 - Change **six (6)** months to twelve (12) months.

Clause 11.01 and Clause 11.12 - Amend to provide running lunches **on** the **day** shift for a trial period of one (1) year following December 4, 1988 which was the date of ratification of the terms of settlement contained in the Memorandum of Settlement dated November 11, 1988.

The Board **and** the **Union** agree that if after the trial period of one (1) year it is decided not to continue the running lunch **on** the day shift, Clause 7.05 and Clause 7.06 shall revert to **six (6)** months.


Article 17 Other Benefits

Clause 17.02 The effective date for the change in the maximum coverage of the Group Life Insurance **Plan** from \$100,000 to \$120,00 shall be February 1, 1989.

Clause 17.03 The effective date for the change from seventy-five (75) percent to one hundred (100) percent shall be February 1, 1989.


Appendix B - The effective date for the Chief Caretaker code change shall be September 1, 1988.

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO



Director of Education

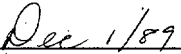
LOCAL 63, CANADIAN UNION
OF PUBLIC EMPLOYEES



President



Recording Secretary



Date

APPENDIX "A"

Hourly Rates of Pay - Local 63, C.U.P.E.

<u>Classification</u>	<u>Jan. 1/88</u>	<u>June 1/88</u>	<u>Jan 1/89</u>
4th Class Engineer	\$13.43	\$13.56	\$14.24
4th Unassigned	13.95	14.09	14.79
3rd Class Engineer	13.84	13.98	14.68
3rd High Pressure	14.02	14.16	14.87
3rd Unassigned	14.12	14.26	14.97
2nd Class Engineer	14.84	14.99	15.74
2nd Class Chief Engineer	15.78	15.94	16.74
 <u>Chief Caretakers</u>			
Code 'A'	\$14.65	\$14.80	\$15.54
Code 'B'	15.00	15.15	15.91
Code 'C'	15.40	15.55	16.33
Code 'D'	15.82	15.98	16.78
Code 'E'	16.66	16.83	17.67
Code 'F'	17.50	17.68	18.56
Acting Supervisor of Caretakers	18.15	18.33	19.25
 <u>Chief Unassigned Engineer</u>	 14.65	 14.80	 15.54

APPENDIX "B"

CODE A - 0 - 45,000 square feet

ALPHA	North Preparatory
Blythwood	Norway
Church	Market Lane
Contact	Ogden
Cottingham	Old Orchard
Garden Avenue	Oriole Park
Indian Road	Rosedale
Island	Shirley
Kimberley	Wandering Spirit

CODE B - 45,001 - 75,000 square feet

Adam Beck	J.R. Robertson
Allenby	John Wanless
Balmy Beach	Jones
Blake	Keele Street
Boyne River	Kensington
Brock	Kew Beach
Brown	King Edward
Bruce	Leslie Street
Clinton	Lord Lansdowne
Dewson	Maurice Cody
Dovercourt	Montrose
Earl Haig	Morse
Earlscourt	Niagara
Eastdale	Ossington
Eglinton	Palmerston
Frankland	Pape
Gabrielle Roy	Perth
General Mercer	Queen Victoria
Grace	Regal Road
Hillcrest	Rose
Hodgson	Sprucecourt
Howard	West Preparatory

Hughes	Whitney
Huron	Withrow
Jackman	John Fisher

CODE C - 75,001 - 115,000 square feet

Bedford Park	Jesse Ketchum
Charles G. Fraser	Kent
Davenport	Lord Dufferin
Davisville	Osler
Deer Park	Park
Dundas	Pauline
Earl Beatty	Queen Alexandra
Earl Grey	Regent Park/Duke of York
Fern Avenue	Roden
Forest Hill P.S.	Ryerson
Givins-Shaw	Sunnyview
Gledhill	Swansea
Glenview	Wilkinson
Greenwood	Winchester
Heydon Park	

CODE D - 115,001 - 150,000 square feet

Alexander Muir-Gladstone	Parkdale P.S.
Annette	Riverdale C.I.
Bloor C.I.	Runnymede
Essex-Christie	Forest Hill C.I.

CODE E - 150,001 - 200,000 square feet

Bickford Park	Lawrence Park
Bowmore-Fairmount	Malvern C.I.
Castle Frank	McMurrich-Winona
Duke of Connaught	North Toronto
Eastern Commerce	Parkdale C.I.
Harbord	Williamson Road
Humberside	-Glen Ames

CODE F - Over 200,001 square feet

Brockton High	Lakeview
Central Tech.	Monarch Park
Central HS Commerce	Northern S.S.
City Adult L.C.	Oakwood
Danforth Tech.	Western Tech.
Education Centre	West Park S.S.
Jarvis C.I.	West Toronto S.S.

APPENDIX "C"

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO-
AGREEMENT

INFANT CARE LEAVE OF ABSENCE

This Agreement made in duplicate this _____ day of _____, 19__.

BETWEEN:

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO hereinafter called the "Board"

OF THE FIRST

PART

-AND-

of (City)
in (County or Municipality)
hereinafter called the "Employee"

OF THE SECOND

PART

Whereas, the Board has agreed on the terms hereinafter set out in accordance with the regulations of the Board in that behalf to grant leave without pay to the Employee from the _____day of _____, 19__, to the _____day of _____, 19__.

And whereas the Employee has agreed to return to the employ of the Board immediately following such leave and to remain in the employ of the Board until the end of a period of two years next following the return of the Employee from leave.

Now therefore this agreement witnesseth that in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. The Board hereby grants leave of absence, without pay or benefits, to the Employee for the purpose of Infant Care Leave for the period commencing on the _____ day of _____, 19__ , and ending on the _____ day of _____ 19__.
2. The Employee agrees to resume employment with the Board immediately following the termination of the period of leave in accordance with the salary rates and working conditions then prevailing.
3. The Employee agrees to remain in such employment with the Board at the sole discretion of the Board for a period ending two years after the _____ day of _____, 19__ , unless the Board should terminate such employment.
4. The Employee on Infant Care or Maternity Leave agrees that she is subject to lay off in accordance with the procedure in effect at the time of said lay off.

In witness whereof the Board has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf and the Employee has hereunto set her hand and seal.

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

Chairman

SIGNED, SEALED
AND DELIVERED

Director of Education

Witness

Employee

APPENDIX "C" (Con't)

THE BOARD OF EDUCATION FOR THE CITY OF
TORONTO

AGREEMENT

CHILD CARE LEAVE OF ABSENCE

This Agreement made in duplicate this _____
day of _____, 19__.

BETWEEN:

THE BOARD OF EDUCATION FOR THE CITY OF
TORONTO
hereinafter called the "Board"

OF THE FIRST

PART

-AND-

of (City)
in (County or Municipality)
hereinafter called the "Employee"

OF THE SECOND

PART

Whereas, the Board has agreed on the terms
hereinafter set out in accordance with the regulations of
the Board in that behalf to grant leave without pay to the
Employee from the _____ day of _____, 19__,
to the _____ day of _____, 19__.

And whereas the Employee has agreed to return to the employ of the **Board** immediately following such leave and to remain ~~in~~ the employ of the Board until the end of a period of two years next following the return of the Employee from leave.

Now therefore this agreement witnesseth that in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. The Board hereby grants leave of absence, without pay or benefits, to the Employee for the purpose of Child Care Leave for the period commencing on the _____ day of _____, 19__, and ending on the _____ day of _____, 19__.
2. The Employee **agrees** to **resume** employment with the Board immediately following the termination of the period of leave in accordance with the salary rates and **working** conditions then prevailing.
3. The Employee agrees to remain in such employment with the Board at the sole discretion of **the Board** for a period ending two years after the _____ day of _____, 19__, unless the Board should terminate such employment.
4. The Employee on Child Care or Adoption Leave agrees that he/she is subject to lay off in accordance with the procedure in effect at the time of said lay off.

APPENDIX "D"

Sick Leave Credit and Gratuity Plan including provisions
for Special and Miscellaneous Leaves

PART I - C

1. In this Plan,
 - (a) "Board" means the Board of Education for the City of Toronto
 - (b) "Credit" means a sick leave credit entitling an employee or part-time employee to be paid his/her salary or part-time salary respectively for one day under the provisions of this Plan during his/her absence from duty.
 - (c) "Director" means the Director of Education and Secretary-Treasurer for the Board.
 - (d) The "Working Year" shall commence on the first day of January.
 - (e) "Basic Salary" means salary as per relevant schedule, exclusive of overtime.
2. Subject to the final authority of the Board, the administration of the Plan shall be vested in the Directors.
3. The Director shall in accordance with the terms of the Plan have power to do and perform all things necessary for the conduct of the Plan, including the power, subject to appeal to the Board, to allow or disallow any Credits or deductions thereof and to compute upon severance of employment the number of credits to which the employee is entitled.

4. (a) The Director ~~shall be~~ responsible for keeping a record of Credits and deductions therefrom.
- (b) Credits shall be recorded in an employee's sick leave account in such a way as to indicate whether they are for a full day's salary ~~or~~ a part day's salary.
5. In the **case** of dispute with respect to any matter concerning the operation of the Plan the employee may request appearance before a Board-Staff Committee, with the right of appeal to the Board.

This shall be interpreted to mean or reference to the grievance procedure as provided in the Collective Agreement.

6. (a) Those included in the **Plan** shall be:
 - (1) **all** employees of the Board on the permanent or probationary staff;
 - (2) any person employed on a temporary basis for a period of at least twenty consecutive working days.
- (b) Those not included in the Plan ~~shall be~~:
 - (1) persons employed on an occasional basis ~~or~~ as summer employees;
 - (2) persons employed on a day-to-day basis ~~or~~ temporary employees on an hourly rate of pay.
7. Subject to the provisions in Part VI relating to Special Leave.

- (a) At the beginning of each working year there shall be placed in the sick leave account of each employee on the permanent or probationary staff on a working year of ten months, twenty credits, and in the sick leave account of each employee on a working year of twelve months, twenty-four credits.
 - (b) At the beginning of his/her employment there shall be placed in the sick leave account of each employee on the permanent or probationary staff whose employment commences after the beginning of the working year the number of credits equal to that proportion of the total number of credits for a full working year that the working time remaining in that working year bears to the total working time in the year.
 - (c) An employee absent from duty for a complete working year because of personal illness shall be entitled to a full sick leave credit for that year, but an employee absent for a working year for reasons other than personal illness shall not receive any sick leave credits during the year.
 - (d) After employment for twenty consecutive working days there shall be placed in the sick leave account of each temporary employee covered by the Plan two credits for each month working during the continuation of his/her term of employment.
- 8. The credits of each employee on the permanent or probationary staff shall be accumulated in his/her sick leave account from year to year.
 - 9. To the extent that an employee is entitled to benefits under a Statute in respect of the right to receive

payment during absence due to illness or dental condition, he/she shall not be entitled to the same benefits under the Plan.

Employees shall be permitted to exhaust their sick leave credits under this plan before they utilize the sick leave credits under the Unemployment Insurance Commission Plan.

Part II - Credits from Previous Plans and Transfers

10. There shall be placed in the sick leave account of each employee of the Board at the date of the commencement of the Plan the number of credits equal to the unused sick leave credits held by the employee at that date under the provisions of the Plan of the Board existing immediately prior to the commencement of the Plan, provided that if any employee was at any time employed by a school board or board of education in the Metropolitan Area whose sick leave plan contained limitations or restrictions upon the number of unused sick leave credits which could be transferred or accumulated, the credits to be placed to his/her account under the Plan shall be determined as if such sick leave plan or plans had contained no such limitations or restrictions.
11. Where an employee ceases to be employed by the Board,
 - (a) the number of credits standing to his/her credit under the Plan shall be reduced by two credits for each month or part of a month remaining in the working year of such employee;
 - (b) if the employee receives a gratuity or other allowance calculated in relation to or on the basis of the Credits in his/her sick leave

account, the Credits standing to his/her credit ~~shall~~ be reduced to zero.

12. **Where** an employee of a school board, municipality or local board thereof within the Province of Ontario that had established a sick leave credit plan becomes an employee of the Board (without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated under such a plan) the Board shall place to his/her credit in his/her sick leave account that number of credits **equal** to the sick leave credits standing to the credit of such employee in the plan of such school board, municipality or local board thereof, provided that the number of credits to be ~~so placed~~ **shall** not exceed the number of credits that would have been accumulated at the rate set under the Plan.
13. In the event of re-employment the Director shall reinstate the Credits standing to the credit of the employer on resignation **unless** such re-instatement is specifically prohibited by Statute. (Note Section 11 (b)).

Part III - Absence Due to Illness with Deductions from credits

14. (a) Absence for illness of the employee for a period of five consecutive working days ~~or~~ less may be certified by the Official of the board in charge of the appropriate department.
- (b) Absence for illness over five consecutive working **days** must **be** certified by a licensed medical practitioner ~~or~~, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery.

In special cases there may be exemptions at the discretion of the Director.

15. Where an employee is absent for illness for more than twenty consecutive working days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the employee shall be entitled to payment under the Plan.
16. The Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.
17. Subject to the provisions respecting Workers' Compensation as outlined in Section 20, a credit shall be deducted from an employee's sick leave account for each day of absence due to illness or dental condition for which the employee's salary is paid, and no salary payments shall be made to an employee for his/her absence due to illness or dental condition beyond the number of credits in his/her sick leave account except pursuant to the resolution of the Board.
18. Subject to the provisions relating to Workers' Compensation, each employee who is absent from duty due to illness or dental condition shall be paid for each day of absence the basic salary which he/she would have been entitled to receive for that day to the extent of the credits in his/her account.

Part IV - Absence Without Deductions From Sick Leave Credits

19. An employee shall be entitled to be paid his/her salary without deductions of credits when he/she is absent from duty because of quarantine or other

order of the Medical Health authorities, jury duty or duty as a witness in any court to which he/she had been summoned in any proceedings to which he/she is not a party or one of the persons charged but credits may be deducted for absence as provided in the Board's regulations governing Special and Miscellaneous Leaves.

Part V - Absence With Payment Under the Workers' Compensation Act

20. Where an employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made under the provisions of the Workers' Compensation Act,
- (a) such employee shall be entitled to receive payment under the Plan of difference between his/her salary and the amount of such award but only to the extent of the credits in his/her account; and
 - (b) there shall be no deduction of credits for payments made under the provisions of the Workers' Compensation Act but such absence from duty shall result in deductions from credits.

Part VI - Special Leave

21. No credits shall be placed in, deducted from, or accumulated in the account of an employee in respect of that period of absence from duty for Special Leave.

Part VII - Sick Leave Credit Gratuities

22. A sick leave credit gratuity shall be paid

- (a) to an employee who retires on ~~or~~ after January 1, 1972 (retirement shall be the termination of employment with the Board by an employee who is at least 55 years of age on the date of his/her retirement);
- (b) to an employee who becomes totally and permanently disabled from performing the duties of his/her employment with the Board;
- (c) to a named beneficiary ~~or~~ to the estate of an employee who dies while in the employment of the Board;

and the amount of such sick leave credit gratuity shall be calculated as hereinafter provided.

23. The sick leave credit gratuity to be paid shall be equal to 2% of the final basic annual salary of the employee at the time of his/her retirement, disability ~~or~~ death, multiplied by the number of full years' service with the school board or board of education in the Metropolitan Toronto area, provided that the amount of such payment shall not exceed the Statutory limit. For employees on a working year of 10 months this Statutory limit would be the lesser of:

- (a) $\frac{\text{annual salary} \times \text{Accumulated Sick Leave} \times 1/2}{200}$
- (b) $\text{annual salary} \times 1/2$

For employees on a working year of 12 months this Statutory limit would be the lesser of:

- (a) $\frac{\text{annual salary} \times \text{Accumulated Sick Leave} \times 1/2}{240}$

(b) annual salary x 1/2

24. For the purpose of calculating the amount of sick leave credit gratuity, only Credits earned by the employee during employment by a school board or board of education in the Metropolitan Area **shall** be taken into account. Credits accumulated outside Metro **will** be used first in the case of **illness** but **will** not be used in the calculation of the gratuity.
25. The service gratuity plan in force in North York and Toronto prior to January 1, 1972, will remain in force in perpetuity for all those employed by the above boards prior to January 1, 1972.
26. Employees employed prior to January 1, 1972 have the option to termination of their employment, of electing to accept the service gratuity referred to in Clause 25 or the sick leave credit gratuity provided for **in** the plan.

SPECIAL AND MISCELLANEOUS LEAVES

Explanatory Note

- (a) These Regulations **shall** be effective for leaves commencing on or **after** January 1, 1972.
- (b) These Regulations will remain **in** force **as** stated and **will** not be substantially altered **without** prior consultation and agreement.
- (c) In the case of dispute with respect to any matter concerning the operation of the Plan the employee may request appearance before Board-Staff Committee with the right of appeal to the Board.

- (d) The terms of this Agreement shall not preclude a Board from sending an individual to undertake special training on terms to be defined by the Board.

Part I - Special Leave

- 1. The Board may grant on the recommendation of the Director of Education special leave to an employee who has demonstrated a high level of competence in his/her employment.
- 2. Special leave may be granted for the purpose of upgrading or updating employment qualifications or any exceptional circumstances which shall be reported to the Board.
- 3. (a) To qualify for special leave an employee **shall** have completed a minimum of five years of service in the employ of a school board or board of education in the Metropolitan Area of which the preceding two years shall have been with the Board.

(b) Special leave for exceptional circumstances may be granted on an ad hoc basis which shall be reported to the Board.
- 4. An employee desiring special leave **shall** apply to the Director of Education in writing giving reasons and details regarding the purpose of the proposed leave.
- 5. (a) Salary and **other** benefits shall be paid or credited to employees granted special leave while continuing with the purpose of the leave in an amount equal to 60% of the employee's basic salary at the date of commencement of leave plus 10% **for** each dependent, (as prescribed in the Income Tax Act and

Regulations), up to a maximum aggregate of 80%.

- (b) Tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave but the amount shall not exceed an aggregate maximum of \$600 per annum and receipts shall be submitted to the Director of Education of the Board.
- 6. An employee granted special leave shall before going on such leave execute an agreement with the Board in the form attached hereto to remain in the employ of the Board for a time equal to twice the period of the leave, following the employee's return from leave.
- 7. An employee failing to carry out the purpose for which the leave was granted shall upon request repay to the Board the money paid on account of the leave or, on failing to remain in the employ of the Board for the agreed minimum period, shall upon demand repay to the Board pro rata the money paid by the Board on account of the leave. Each case, however, shall be considered individually by the Board and the Board shall take into consideration any circumstances beyond the control of the employee.
- 8. An employee granted special leave shall receive the normal increment in salary and other benefits for which he/she is eligible. Deductions for superannuation, pension, income tax or other required deductions shall be on the basis of the actual salary paid. Employees on special leave shall be responsible for making their own arrangements for any further payments to any pension fund to which they belong.

9. When leave ~~is~~ granted, the duration of the leave shall be determined by the Director.

♦ Part II - Miscellaneous Leave

The Director of Education may grant miscellaneous leave up to a maximum in any one year of five days to an employee on a working year of ten months and six days to an employee on a working year of twelve months, without loss of salary but with deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan for the purpose of:

- (a) attending a graduation of a husband, wife, son or daughter,
- (b) attending an adult drama ~~or~~ music festival in which the employee ~~is~~ a participant,
- (c) attending trustee or other relevant conventions when the employee is a trustee in another municipality or is a member of a municipal council,
- (d) participating in tournaments ~~or~~ athletic track and field meets related to Olympic Games, or finals of national competitions approved by the **Board,**
- (e) moving to new place of residence,
- (f) caring for a member of the employee's immediate family in a case of **serious** illness when the employee has been unable to obtain other proper care ~~for~~ such member,
- (g) attending the funeral of a close relative ~~or~~ close friend,

- (h) attending as President or Senior Executive Officer at approved convention, meeting or other function of a lodge, service club, Church Council, alumni association or recognized community organization,
 - (i) observing religious Holy Days,
 - (j) under special circumstances for reasons approved by the Director.
10. An absence of up to 3 days without loss of salary and sick leave credits shall be granted an employee at the time of the death of a member of his/her immediate family. The immediate family shall be defined to include parents, parents-in-law, spouse, children, brothers, sisters grandparents and grandchildren. Under special circumstances for reasons approved by the Director additional days may be granted.
11. The Director of Education may grant miscellaneous leave, other than that limited to five or six days in paragraph 11 hereof without loss of salary and without deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan, for the purpose of:
- (a) writing university or similar examinations,
 - (b) attending the employee's own graduation,
 - (c) under special circumstances for reasons approved by the Director.
 - (d) attending court, either as a person charged or as a party in any action in which the employee's presence is required by law.

12. An employee is entitled to be paid his/her salary and without deductions of "Credits" when absent for reasons other than illness in special circumstances as provided in Part IV, paragraph 19, of the Board's Sick Leave Credit and Gratuity Plan.

Part III - General Regulations

13. An agreement shall be executed between the employee granted special leave and the Board in the form attached to these regulations.

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO

SPECIAL LEAVE OF ABSENCE

This Agreement made in duplicate this _____ day of _____, A.D. 198_.

BETWEEN :

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO
hereinafter called the "Board"

OF THE FIRST

PART

- AND -

of the
hereinafter called the "Employee"

OF THE SECOND

PART

Whereas the Board has agreed on the terms hereinafter set out in accordance with the regulations of the Board in that behalf to grant leave to the Employee from the _____ day of _____, 198_, to the _____ day of _____, 198_, and to pay 80% of the Employee's annual **salary** for the purpose of a Special Leave.

And whereas the Employee has agreed to return to the employ of the Board immediately following such leave and to remain in the employ of the Board for the equivalent of two full years time immediately following the return of the Employee from leave, and, on failure to do so, to repay the Board such sums as were paid by the Board to or on behalf of the Employee with respect to such leave.

Now, therefore, this agreement witnesseth that in consideration of the mutual covenants herein contained the parties hereto agree to as follows:

1. The Board hereby grants leave of absence to the Employee for the purpose of a Special Leave as indicated heretofore.
2. The Board agrees to pay to the Employee 80% of the annual **salary** to which the Employee would be entitled during the period of leave if such Employee were not absent from duty on leave, as a regular **salary** payment.
3. The Employee agrees to resume employment with the Board for the equivalent of two years full time immediately following the termination of the period of leave in accordance with the **salary** rates and working conditions then prevailing.
4. The Employee agrees to remain in such employment with the Board at the sole discretion of the Board for a period ending two years full-time (or the equivalent thereof) after _____, 198____, unless the Board should terminate such employment as provided in clause 5 hereof.
5. In the event that during the period the Employee has contracted to remain in the employ of the Board (as indicated in #3 above),
 - (a) the Board should terminate the Employee's employment with the Board for cause; or
 - (b) the employment with the Board is terminated by the employee;

the Employee hereby covenants and agrees to repay to the Board that portion of the money paid by the Board with respect to such leave that the length of the contracted service that has not been rendered bears to

the total time that the Employee has agreed to remain with the Board under the terms of this Agreement.

6. In the event that the Employee fails to carry out the purpose for which leave is granted, the Employee shall pay to the Board any monies paid by the Board in respect to the remainder of the leave following the date when the Employee ceased to carry out the purpose of the leave and the Board shall not make any payments to the Employee in respect of the remainder of the leave.

In witness whereof the Board has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf and the Employee has hereunto set her/his hand and seal.

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

SIGNED, SEALED AND DELIVERED
in the presence of:

Chairman

Director of Education and
Secretary-Treasurer

Superintendent of Personnel

Witness

Employee

4

5

6

7

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