

SOURCE	Board		
EFF.	90	01	01
TERM.	9	12	31
No. OF EMPLOYEES	250		
EMPLOYERS	ei		

**1990 - 1991**

# COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

-and-

**Local 63**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**

**SEP 18 1990**

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THIS AGREEMENT made in duplicate this 12<sup>th</sup> day of March, 1991.

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.

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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 thirty (30) 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 Zone Supervisors 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 Zone Supervisor when in the capacity of an Acting Zone 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 83** **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**.



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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 8.09 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 Zone Supervisor, 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 Zone Supervisor.



2. (a) When selecting candidates to fill Acting Zone Supervisors' 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 Zone Supervisors **will be made on an annual (calendar year) basis**. Positions **will be filled from** suitable applicants in the following order:
  - (1) Acting Zone Supervisors who have not completed their **maximum continuous term**.
  - (2) Applicants who have not previously held **the position of** Acting Zone Supervisor.
  - (3) Applicants who have previously held **the position of** Acting Zone Supervisor.
3. Acting Zone Supervisors **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 Zone Supervisors' position.
4. Vacancies for Acting Zone Supervisors' 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 Zone Supervisors' positions **will be required to have and utilize a car**

for conducting Board business while serving as Acting Zone Supervisor. They will be paid mileage allowance equal to that paid to Zone Supervisors. They must comply with the Board requirements to carry \$300,000 public Liability insurance.

6. The hours of work for Acting Zone Supervisors will be in accordance with Article 11.
7. Employees appointed to the position of Acting Zone Supervisor will be paid in accordance with Appendix "A".
8. Chief Caretakers appointed to Acting Zone Supervisors' positions will continue to enjoy the right to bid for higher code schools or transfers to other schools.
9. When an Acting Zone Supervisor returns to a Chief Caretaker position after his/her tenure, the employee's appropriate code will be determined by the Chief Caretaker code rate identified in Appendix "A" of this agreement to which the employee is entitled.

When an Acting Zone Supervisor returns to a Chief Caretaker position after his/her tenure, the employee will be placed in a position below the appropriate code placement if there are no openings in the employee's appropriate code, without regard to the posting procedure. This employee may be management moved until the employee is placed in a position one (1) code below the employee's appropriate code.

Employees may bid laterally once during each code change without loss of salary or seniority applicable to the employee's appropriate code.

When there is a posted vacancy **in** the employee's appropriate code, the employee must apply for the vacancy.

10. After item 9 is completed, **any** Chief Caretaker vacancies **resulting** from the promotion of acting Zone Supervisors 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 53).

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 53)

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" 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 Hoard doctor in consultation with the employee's doctor.

### ARTICLE 3 - 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 Zone Supervisor (or when

applicable the Chief Caretaker, or Chief **Engineer**) prior to proceeding to Step 1 of the grievance procedure.

9.02

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

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** Zone Supervisor and Supervising **Engineer**.

**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.

**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.

**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 Zone Supervisor 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 53)

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 48).

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 8:00 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 53)

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, 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 Zone Supervisor.

**13.06** An employee may apply to his/her Zone Supervisor 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. (See Appendix "D", Page 65)

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. (See Appendix "C", Page 59).

An employee granted pregnancy or adoption leave which commences on or after June 1, 1990, or the date of the approval of Appendix E by the Canada Employment and Immigration Commission, whichever is later, who complies with the requirement of Appendix E, shall be compensated in accordance with Appendix E for the two week waiting period for Unemployment insurance benefits.

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. (See Appendix "A", Page 55)

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. Effective June 1, 1990 the Board agrees to pay the full premium cost of minimum coverage of the thirty thousand (\$30,000) dollars of coverage and 75% of the applicable premium for any additional coverage, up to the maximum coverage of \$140,000 provided by the plan. (See Letter of Understanding - Page 53).

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.

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.

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.

Effective January 1, 1991, the Long Term Disability Plan shall be amended to include adjustments for those employees who have been receiving benefits from the Board's Long Term Disability Plan for a period in excess of two years.

The first adjustment will be on January 1, 1991 and subsequent January 1st dates will be used for annual adjustments.

The formula for adjustment will be the C.P.I. (Canada Wide 1981 = 100) from December to December minus 1% with a maximum adjustment to payments of 4% in any one year. There will be no "double indexing".

17.04 The Board agrees to continue the benefits of Clause 17.05, Clause 17.06 and Clause 17.07 for 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 Permanent and probationary employees covered by this agreement shall have the privilege of participating in the Blue Cross or equivalent Semi-Private Hospital Coverage Plan.

Effective June 1, 1990, the Board shall pay seventy-five (75%) percent of the premium cost. Effective January 1, 1991 the Board shall pay one hundred (100%) percent of the premium cost.

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) Effective June 1, 1990, eyeglasses up to a maximum of one hundred and twenty dollars (\$120.00) per person per two year period. Effective January 1, 1991, eyeglasses up to a maximum of one hundred and forty dollars (\$140.00) 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. Effective June 1, 1990, employees may opt for a major restorative and orthodontic benefit plan.



The dental care plan shall include the following provision:

- (i) A basic plan reimbursement at a level of one hundred percent (100%) with a maximum of \$5,000.00 per person annually.
- (ii) A major restorative and orthodontic rider reimbursed at the following levels:
  - (a) eighty percent (80%) of major restorative services with a maximum combined with the basic plan of \$10,000.00 per person annually.
  - (b) fifty percent (50%) of orthodontic services with an annual maximum of \$1,000.00 per person and a lifetime maximum of \$2,000.00.

Effective June 1, 1990, eighty percent (80%) of the premium costs shall be borne by the Board; benefits shall be based upon the 1989 Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners.

Effective January 1, 1991, ninety percent (90%) of the premium costs shall be borne by the Board; benefits shall be based upon the 1990 Ontario Dental Association schedule of Fees for Dental Services provided by General Practitioners.

The Board shall pay its share 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 the dental care 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 return to work.

17.10 Employees who elect early retirement shall be allowed, at their request, to continue to participate in the Board's 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 eighty cents (\$1.80) per move effective June 1, 1990.

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 eighty five cents (\$1.85) per move effective January 1, 1991.

Effective June 1, 1990, employees covered by this Agreement who transport themselves and, in addition, transport Board tools, material or equipment, shall

receive an additional 60¢ per move when approved by the Zone Supervisor.

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 Semi-Private 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.

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, 1990, and shall expire December 31, 1991, 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.

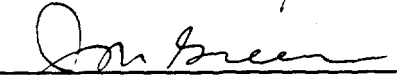
21.02 The parties will meet within fifteen (15) days after the giving of notice by either party for the purpose of entering into negotiations.

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 1990-1991 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 1990 and 1991 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, 1991** to August **23, 1991**
    - (ii) Secondary Schools - **Day** following last exam **to August 23, 1991**
  - (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 **Zone Supervisor**.
- (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.
  - (l) 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

The Board will agree to discuss with the Union the provision of a benefits booklet for each employee.

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 83, effective September 12, 1985.

COST OF LIVING ALLOWANCE

- A. For the period January 1, 1991 to December 31, 1991, a cost of living allowance shall be calculated and paid to all eligible employees covered by the Collective Agreement subject to definition in Section G.
- B. The calculation of this allowance shall be made for each of the months during the period January 1, 1991 to December 31, 1991 inclusive in which the C.P.I. for Metropolitan Toronto exceeds 106.8% of the December 1990 C.P.I. for Metropolitan Toronto. The last such calculation, if any, shall be made comparing the December 1990 C.P.I. and the December 1991 C.P.I. for Metropolitan Toronto.

C. The allowance for each such month shall be calculated using the following formula:

HOURLY Paid Employees

$$\frac{\text{straight time Basic hourly rate} \times \text{yearly straight time hours of work}}{12} \times A$$

where A is calculated as follows:

$$A = \frac{\text{C.P.I. for each month} - \text{C.P.I. Dec. 1990}}{\text{C.P.I. Dec. 1990}} \cdot 0.068$$

WEEKLY Paid employees

$$\frac{\text{weekly Basic salary} \times \text{number of weeks worked}}{12} \times A$$

where A is calculated as follows:

$$A = \frac{\text{C.P.I. for each month} - \text{C.P.I. Dec. 1990}}{\text{C.P.I. Dec. 1990}} \cdot 0.068$$

ANNUAL SALARY Paid Employees

$$\frac{\text{Annual Basic Salary}}{12} \times A$$

where A is calculated as follows:

$$A = \frac{\text{C.P.I. for each month} - \text{C.P.I. Dec. 1990}}{\text{C.P.I. Dec. 1990}} \cdot 0.068$$

D. C.P.I. means the Consumer Price Index for Metropolitan Toronto (1981 = 100) for each of the months referred to in paragraph B above published by Statistics Canada in the following month.

- E. The monthly allowance(s), if any, shall be accumulated and become payable in a lump sum to eligible employees as soon as reasonably possible following the publication of the December 1991 C.P.I. The amount payable will, in no event, exceed 3% of the employee's Basic Annual Wages or Basic Annual Salary.
- F. Should Statistics Canada modify, amend or alter its method of calculation of the Consumer Price Indices, the Consumer Price Indices as defined by Statistics Canada on the date of the execution of this Collective Agreement will continue to apply throughout the period set out in paragraph A above.
- G. Eligible employees are those defined in the retroactive clause in each Collective Agreement and who are on staff as of December 31, 1991.
- H. The lump sum payment payable in E above shall be incorporated into the employees rate of pay effective December 31, 1991, 11:59 p.m.

The lump sum payment will be prorated for those employees receiving an hourly, weekly or monthly rate of pay.

#### 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, 1990.

Appendix A - Chief Caretaker Codes

The Board will continue to pursue the concept of a reduced number of Chief Caretaker Codes. This issue is to be settled prior to ratification of the Collective Agreement. See Appendix F (page 85) effective September 10, 1990.

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 ending December 31, 1991.

The Board and the Union agree that if after the trial period 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 minimum and maximum coverage shall be June 1, 1990. An employee on active employment shall be allowed to move up one level of coverage over the employee's present coverage without proof of insurability.

Ontario Health Insurance Plan


In recognition that, effective January 1, 1990, O.H.I.P. is fully funded by way of an employer payroll tax, it is agreed that all collective agreement provisions respecting O.H.I.P. will be removed from the collective agreement. If, at any time, O.H.I.P. funding reverts back to a premium payment system, it is understood and agreed that all O.H.I.P. provisions, removed as a result of employer payroll tax funding, will be returned to the collective agreement.

Uniforms and Chief Caretaker Title


The Board agrees to meet with the Union within sixty (60) days following ratification of this agreement to discuss the title of chief caretaker, uniforms and the quality of footwear provided in Article 18.02.

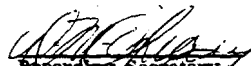


THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

  
\_\_\_\_\_  
Director of Education

LOCAL 83, CANADIAN UNION  
OF PUBLIC EMPLOYEES

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording Secretary

April 12 1991  
Date

APPENDIX "A"

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

<u>Classification</u>	<u>Jan. 1/90</u>	<u>Jan. 1/91</u>
4th Class Engineer	\$15.36	\$16.40
4th Unassigned	15.96	17.05
3rd Class Engineer	15.84	16.92
3rd High Pressure	16.04	17.13
3rd Unassigned	16.15	17.25
2nd Class Engineer	16.98	18.13
2nd Class Chief Engineer	18.06	19.29

Chief Caretakers

Code 'A'	\$16.77	\$17.91
Code 'B'	17.16	18.33
Code 'C'	17.61	18.81
Code 'D'	18.10	19.33
Code 'E'	19.06	20.36
Code 'F'	20.03	21.39
Acting Zone Supervisor	20.76	22.17

NOTE: (a) Effective September 10, 1990 the Chief Caretaker codes noted above were revised as shown on Appendix "F". (Page 85)

APPENDIX "B"

CODE A - 0 - 45,000 square feet

ALPHA	Kimberley
Blythwood	North Preparatory
Church	Norway
Contact	Market Lane
Cottingham	Ogden
D'Arcy St.	Old Orchard
Garden Avenue	Oriole Park
<b>Indian Road</b>	Rosedale
Inglenook	Shirley
Island	

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

Adam Beck	John Fisher
Allenby	John Wanless
<b>Balmy Beach</b>	Jones
Blake	Keele Street
Boyne River	Kensington
<b>Brock</b>	Kew Beach
<b>Brown</b>	<b>King Edward</b>
<b>Bruce</b>	Lakeview
Clinton	Leslieville
Dewson	Lord Lansdowne
Dovercourt	Maurice Cody
Earl Haig	Montrose
<b>Earls court</b>	<b>Morse</b>
<b>Eastdale</b>	<b>Niagara</b>
<b>Eglinton</b>	Orde Street
<b>Frankland</b>	<b>Ossington</b>
General Mercer	Palmerston
<b>Grace</b>	<b>Pape</b>
Hillcrest	Perth
Hodgson	Queen victoria
Howard	Rose
Hughes	<b>Sprucecourt</b>
Huron	West Preparatory
Jackman	<b>Whitney</b>
J.R. Robertson	<b>Withrow</b>

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

Bedford Park	Jesse Ketchum
Charles G. Fraser	Kent
Carleton Village N.	Lord Dufferin
Carleton Village S.	Park
Davisville	Pauline
Deer Park	Queen Alexandra
Dundas (First Nations)	Regal Road
Earl Beatty	Regent Park/
Earl Grey	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 C.I.
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.
Duke of Connaught	McMurrich-Winona
Eastern Commerce	North Toronto
Harbord	Parkdale C.I.
Humberside	Rosedale Heights/
	Castle Frank
	Williamson Road/
	Glen Ames

CODE F - Over 200,001 square feet

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

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**.

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 his/her hand and seal.

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

---

Chairman

SIGNED, SEALED  
AND DELIVERED

---

Director of Education

---

Witness

---

Employee

APPENDIX "D"

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

PART I - General

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 Director.
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

- IO. 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
  - (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 employee **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 80% 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) a father attending the ~~birth~~ of the father's child,
  - (k) 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 on \\\\, 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 , 199 , 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**

APPENDIX "E"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS  
(SUB1 PLAN)

1. The object of this **SUB Plan** is to supplement the unemployment insurance (U.I.) benefits received by employees **from the Canada** Employment and Immigration Commission for temporary unemployment caused by **Pregnancy or** Adoption Leaves granted in accordance with, and pursuant to, the Collective Agreement to which this Plan is appended.
2. The other requirements for receipt of a **SUB are:**
  - (a) the employee must be eligible to receive U.I. **pregnancy or** adoption benefits from the Canada Employment and Immigration Commission;
  - (b) an application for **SUB** must be made by the employee on a **form** to be provided by the **Board** and the employee shall provide verification of the approval of the U.I. claim indicating the weekly amount to be **paid** by the **Canada** Employment and Immigration Commission;
  - (c) the employee shall **sign an** agreement with the Board indicating:
    - (i) that the employee will **return to work** (prior to submitting any **resignation**) and **remain** in the service of the Board (in accordance with the terms of the Collective Agreement to which this Plan is appended) after **returning from** the employee's **Pregnancy Leave** or **Adoption Leave** (and any subsequent leave granted by the Board under the terms of the Collective Agreement to Which this Plan is appended);  
and

- (ii) that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under the SUB Plan.
- 3. An employee must have applied for U.I. benefits before a SUB becomes payable.
- 4. An employee disentitled or disqualified from receiving U.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the employee has applied and qualified for U.I.
- 5. An employee shall not have the right to a SUB payment except for supplementation of U.I. benefits for the unemployment period as specified by this Plan.
- 6. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the employees' weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week, the total amount of the SUB, U.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.
- 7. The two week waiting period before U.I. benefits commence is the maximum number of weeks for which a SUB is payable.
- 8. The duration of this Plan is from June 1, 1990 or the date of approval of this Plan by the Canada Employment and Immigration Commission, whichever is later, until December 31, 1991.

APPENDIX "F"

Chief Caretaker Codes

As a result of discussions required by the provision of the Letters of Understanding contained in this Agreement (see page 52) the parties met following the conclusion of negotiations and agreed to the following reduction in the number of Chief Caretaker Codes and rates of pay effective September 10, 1990:

For the period commencing September 10, 1990 and ending December 31, 1991 the above Chief Caretaker code structure shall apply and the appropriate provisions of the Agreement shall be amended accordingly.

<u>Old Code</u>	<u>New Code</u>	Hourly Rate of Pay <u>Jan 1/90</u>	Hourly Rate of Pay <u>Jan 1/91</u>
A + B	1	\$17.16	\$18.33
C + D	2	18.10	19.33
E + F	3	20.03	21.39
Acting Zone Supervisor	Acting Zone Supervisor	20.76	22.17

CODE 1 - 0 - 75,000 square feet

Adam Beck	Keele Street
Allenby	Kensington
ALPHA	Kew Beach
Balmy Beach	Kimberley
Blake	King Edward
Blythwood	Lakeview
Boyne River	Leslieville
Brock	Lord Lansdowne
Brown	Market Lane
Bruce	Maurice Cody
Church	Montrose
Clinton	Morose
CONTACT	Niagara
Cottingham	North Preparatory
D'Arcy	Norway



CODE 1 (Continued)

Dewson	Ogden
Dovercourt	Orde
Earl Haig	Oriole Park
Earlscourt	Ossington Old Orchard
Eastdale	Palmerston
Eglinton	Pape
Frankland	Perth
Garden Avenue	Queen Victoria
General Mercer	Rose
Grace	Rosedale
Hillcrest	Shirley
Hodgson	Sprucecourt
Howard	West Preparatory
Hughes	Whitney
Huron	Withrow
Indian	
Inglenook	
Island	
Jackman	
John Fisher	
John Wanless	
Jones	
J.R. Robertson	

APPENDIX "F" (Continued)

CODE 2 - 75,001 - 150,000 square feet

Alexander Muir/Gladstone	Jesse Ketchum
Annette	Kent
Bedford Park	Lord Dufferin
Bloor C.I.	Park
Carlton Village S	Parkdale P.S.
Carlton Village N	Pauline
Charles G. Fraser	Queen Alexandra
Davisville	Regal Road
Deer Park	Regent Park/Duke of York
Dundas (First Nations)	Riverdale C.I.
Earl Beatty	Roden
Earl Grey	Runnymede
Essex/Christie	Ryerson
Fern Avenue	Sunnyview
Forest Hill P.S.	Swansea
Forest Hill C.I.	Wilkinson
Givins/Shaw	Winchester
Gledhill	
Glenview	
Greenwood	
Heydon Park	

CODE 3 - 150,001 square feet and over

Bickford Centre	Malvern
Bowmore/Fairmount	McMurrich/Winnona
Brockton	Monarch Park
Castle Frank	Northern
Central Technical	North Toronto
C.A.L.C.	Oakwood
Central H.S. Comm	Parkdale C.I.
Danforth Technical	Western Technical
Duke of Connaught	West Toronto S. S.
Eastern Commerce	Williamson Road/Glen Ames
Education Centre	
Harbord C.I.	
Humberside	
Jarvis C.I.	
Lawrence Park	

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