

| | | |
|----------------------|---------|--|
| SCIENCE | 6.1 | |
| | 9604101 | |
| TER. | 9810831 | |
| 1998 | 220 | |
| NOMBRE D'EMPLOYES | LF | |

APRIL 1, 1996 TO
AUGUST 31, 1998

COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

-and-

LOCAL 63
CANADIAN UNION
OF PUBLIC EMPLOYEES

24641(07)

•

•

•

•

TABLE OF CONTENTS

| | <u>Page</u> |
|------------------|---|
| | Preamble 2 |
| Article 1 | Definitions 2 |
| Article 2 | Recognition 3 |
| Article 3 | Discrimination or Solicitation 4 |
| Article 4 | Union Security and Check-Off 5 |
| Article 5 | Correspondence 6 |
| Article 6 | Seniority 7 |
| Article 7 | Staff Changes 14 |
| Article 8 | Reservation of Board Rights 20 |
| Article 9 | Grievance Procedure 21 |
| Article 10 | Discharge and Discipline Cases 24 |
| Article 11 | Hours of Work and Overtime 26 |
| Article 12 | Holidays 31 |
| Article 13 | Vacations 32 |
| Article 14 | Sick Leave Provisions 35 |
| Article 15 | Leave of Absence 36 |
| Article 16 | Payment of Wages 38 |
| Article 17 | Other Benefits 39 |
| Article 18 | Uniforms and Protective Clothing 44 |
| Article 19 | General Conditions 45 |
| Article 20 | Occupational Health and Safety Committee 46 |
| Article 21 | No Strike or Lock-out 46 |
| Article 22 | Term of Agreement 47 |
| | Letter of Understanding 49 |
| Appendix "A" | Hourly Rates of Pay |
| Appendix "B" | Schools/Codes 61 |
| Appendix "C" | Pregnancy/Parental and Infant Care/Child Care Leave Policy 64 |
| Appendix "D" | Sick Leave Credit and Gratuity Plan 72 |
| Appendix "E" | Supplemental Unemployment Benefits (SUB) Plan 91 |

THIS AGREEMENT made in duplicate this 9th day
of February, 1998

BETWEEN

**THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO,**

PARTY OF THE FIRST PART

and

**LOCAL 63,
CANADIAN UNION OF PUBLIC EMPLOYEES,**

PARTY OF THE SECOND PART

PREAMBLE

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

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

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement:

- (a) "Board" means The **Board** of Education for the City of Toronto
- (b) "Union" means **Local 63, Canadian Union of Public Employees**
- (c) "**Permanent** Employee" means an employee in the **bargaining unit who has been** appointed to the staff by the **Board**.
- (d) Probationary Employee" means an employee in the **bargaining unit who has not** been appointed to the **staff** by the Board.

- (e) "Running Lunch" is defined as a period of time intended for lunch purposes, not exceeding 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**), all certified operating **Stationary** Engineers who have **been** appointed to engineering positions, and the **EMS Operator/Programmer**.

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 fill 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 and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in all matters relating to age, race, creed, colour, nationality, ancestry or place of origin, lawful political affiliation, sex, marital status, sexual orientation, handicap nor by reason of an employee's rejection of sexual solicitation or advance nor by reason of filing a grievance, nor by reason of any membership or non-membership or lawful activity in the Union or any other trade union.

3.02 There shall be no solicitation of membership in the Union organization, or collection of Union monies, or any Union activity during the hours of employment or on any premises of the Board, except as hereinafter expressly permitted by this Agreement or with Board permission. This clause shall not be construed to prevent employees

from engaging in casual conversations relating to Union affairs.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

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

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

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

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

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

ARTICLE 5 - CORRESPONDENCE

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

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

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

Where possible distribution of **communications** will be by **Board mail**.

5.02 The employee when **changing** his/her address or telephone number, will **inform** the Superintendent of Plant **Operations** of such change, within five (5) working days,

giving the new address and/or telephone number. The Superintendent of Plant Operations will forward a copy of "Change of Address Form" to the Union upon receipt of same from an employee. The Superintendent of Plant Operations shall supply to the Union, by January 15th of each year, a list showing the names, addresses and telephone numbers of all employees covered by this Agreement.

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

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

ARTICLE 6 - SENIORITY

6.01 The Board will maintain the following seniority lists:

- (a) A Board overall service seniority list, of all employees covered by the Union, in which seniority shall be established on the basis of an employee's service with the Board, calculated from the date on which the employee commenced employment with

the Board. **Such** seniority **standing shall** apply in the case of Board benefits.

- (b) A Chief Caretakers' seniority list, **showing** the employee's seniority in respective "Codes".
- (c) A **Stationary** Engineers' **seniority** list, showing the employee's seniority by date in the respective classifications of 2nd Class, 3rd Class and 4th Class **Stationary** Engineers.

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

Applicable to chief Caretakers

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

Applicable to Stationary Engineers

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

- (a) Seniority for employees **who** commence employment with the Board as a **2nd, 3rd, or 4th Class Stationary Engineer** shall be the **date** they were first continuously employed by the **Board**.
- (b) **2nd Class Stationary Engineers** - Employees **who** are **3rd Class Engineers** **who**, while **in** the employ of the **Board**, **successfully** obtain their **2nd Class Engineers** certificates, shall have their positions on the combined **2nd** and **3rd Class Seniority List** backdated **one (1) year**.
- (c) **3rd Class Stationary Engineers** - **Fifty (50) percent** of elapsed time between date **first** continuously employed by **the Board** and the date the employee received **his/her** **3rd Class Stationary Engineer's** certificate, backdated **from** the **date** the employee received **his/her** **3rd Class Stationary Engineer's** certificates; **also**, one **month's** credit for every year served with the Board as a **4th Class Stationary Engineer**, calculated on a pro-rated **basis**, backdated from the date **an** employee received **his/her** **3rd Class Stationary Engineer's** certificate.
- (d) **4th Class Stationary Engineers** - **Fifty (50) percent** of elapsed time between date first continuously employed by the Board and the date employee received **his/her** **4th Class Stationary Engineer's** certificate, backdated **from** the **date** **an** employee received **his/her** **4th Class Stationary Engineer's** certificate.
- (e) **For** the purpose of this **section** seniority **shall not** be backdated beyond the date **an** employee was **first**

~~continuously~~ employed with the Board.

Applicable to All Employees

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

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

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

6.07 ~~Seniority shall~~ be lost for the following reasons:

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

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

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

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

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

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

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

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

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

Any depletion of **staff** as a result of technological change **as** outlined in the **definition** **will** be discussed **at** a round table meeting to be held two (2) months 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~~ favourable 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 Zone 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. [See **also** Letter of Understanding **on** Page 58.]
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 2 or 3 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 for a maximum of** two (2) consecutive 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.
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 **all** schools and/or **locations** in that code.

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.

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.

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.

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 1 will be made according to the seniority on the Unassigned Engineers' List.

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

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

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

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

7.08 To ensure the protection, security and to maintain the continuing good operation of the facilities on Board property, the Union shall recognize the prerogative of the Board to temporarily transfer permanent employees from their assigned schools to other locations. Such temporary transfers shall not exceed fifteen (15) working days in a

calendar year. **Such** period may be extended by mutual consent. **Such** consent **shall** not be unreasonably withheld and a **Written** copy shall be forwarded to the Recording Secretary of the **Union**.

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

ARTICLE 8 - RESERVATION OF BOARD RIGHTS

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

- (a) Hire, promote and **transfer**.
- (b) Discipline, demote, suspend and discharge for just cause.

8.02 All rights set forth in **this** Article will **not** be exercised in **a** manner contrary to the provisions of **this**

Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

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

9.02

Step 1

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

Step 2

If the Grievance Committee of the **Union** considers **the** grievance to be **justified**, the **employee concerned**, together with the Grievance Committee, **shall** first seek to settle the **dispute** with the employee's Zone Supervisor and

Supervising Engineer.

Step 3

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

Step 4 - Individual Grievance

Failing satisfactory settlement after the dispute is submitted under Step 3, the Grievance Committee will, within **fifteen (15) working days**, submit to the **Senior Superintendent - Business Services**, a **written** statement of the particulars of the **complaint** and redress sought. The **Senior Superintendent - Business Services** **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.

Should no agreement be reached, the grievance may proceed, within **fifteen (15) working days** of receipt of the **decision**, to arbitration as set out in Article 9.03

Step 4 - Policy Grievance

Failing satisfactory settlement after the dispute is submitted under **Step 3**, the Grievance Committee will, within **fifteen (15) working days**, submit to the Senior

Superintendent - ~~Business~~ Services a written statement of the particulars of the complaint and redress sought. ~~The~~ Senior Superintendent - Business Services 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 - Policy Grievance

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

Step 6 - Policy Grievance

~~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 Senior Superintendent - Business Services 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.

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 Letter of Understanding on Page 52.]

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

An unassigned **engineer** covered by this Agreement **who** is called out **and** required to work or attend **meetings called** by the Board outside his/her regular working hours, except

as indicated *in* subsection .03, and who is required to pick up keys at the Education Centre, shall be paid a minimum of four (4) hours at the appropriate overtime rate provided there is a time lapse between the end of his/her regular working hours and start of recall hour, and provided further, that he/she is recalled for circumstances over which he/she has no control.

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

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

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

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

11.09 An assigned employee covered by this Agreement

who starts a ~~shift, must~~ complete his/her ~~shift~~.

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

11.11 The hours of work for Chief Caretakers shall be between the hours of 6:00 a.m. and 5:00 p.m. Monday to Friday. [See ~~also~~ Letter of Understanding on Page 57.]

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.

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 **am.**

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**.

"he 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 on Page**

53.]

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" on Page 72].

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

ected 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 **Pregnancy/Parental/Infant Care** Leave and Adoption/Child Care Leave policies shall apply to employees covered by this Agreement (**as** approved September 1, 1992 . see attached **Appendix "C"** on Page 64).

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" on Page 64).

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".

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.

15.07 Self-Funded Leave Plan - The Board agrees to meet to discuss the provision of a "self-funded leave plan" details of which will be agreed upon between the Board and the Union. Note there will be no cost to the Board.

ARTICLE 16 - PAYMEN OF GES

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" on Page 60).

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.

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.

Effective January 1, 1993, the formula for adjustment will be the C.P.I. (Canada Wide 1986 = 100) from September to September 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.

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 April 1, 1993, eyeglasses and contact lenses up to a ~~maximum~~ of one hundred and eighty dollars (~~\$180.00~~) 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 January 1, 1991, ninety percent (90%) of the premium **costs** shall be borne by the **Board.** Effective April 1, 1993, **benefits** shall be based upon the 1992 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 returns 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 who are authorized to use their personal vehicle for Board business will be reimbursed based on 45¢/km travelled within Metro, 18¢/km outside of Metro.

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. [See also Letter of Understanding on Page 56.]

18.02 The Board agrees to provide, once every calendar year, one pair of safety footwear to each employee covered by this Agreement. The Union shall be consulted prior to the selection of the safety shoes.

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 within sixty (60) days following the signing of the printing copies 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.

ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

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

20.02 Where prior approval is received **from** the management, an **employee(s)** elected or selected to represent the **Union** on the **Health and Safety Committee** to attend Health and Safety seminars or conventions may be **given time** away **from** the workplace without loss of pay.

ARTICLE 21 - NO STRIKE OR LOCK-OUT

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

ARTICLE 22 - TERM OF AGREEMENT

22.01 This Agreement *shall* be in force for a term of twenty-nine (29) months effective from April 1, 1996 to August 31, 1998, ~~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.~~

22.02 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


Chair


Director of Education

LOCAL 63,
CANADIAN UNION OF PUBLIC EMPLOYEES


President


Recording Secretary

LETTER OF UNDERSTANDING

between

Local 63
Canadian **Union** of Public Employees

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 1992-1993 **Union** Agreement.

Article 11 - Hours of Work and Overtime

Notwithstanding the clauses in the Collective Agreement during the months of **July** and August **1992** and **1993** 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 **d e s** 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 5, 1993** to August **27, 1993**
 - (ii) **Secondary** Schools - Day following last exam to August **27, 1993**
 - (b) Employees will work the following **hours**:
 - (i) 4 days - **8-If2**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 far **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 63~~, effective September 12, 1985.

cost of Living Allowance

A. For the period ~~January 1, 1993~~ to December 31, 1993,

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 the month(s) during the period January 1, 1993 to December 31, 1993 inclusive in which the C.P.I. for Metropolitan Toronto exceeds 103.25% of the December, 1992 C.P.I. for Metropolitan Toronto. The last such calculation, if any, shall be made comparing the December, 1992 C.P.I. and the December, 1993 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

$$A = \frac{\text{C.P.I. for each calendar month} - \text{C.P.I. December 1992}}{\text{C.P.I. December 1992}} \cdot 0.0325$$

WEEKLY Paid Employees

$$\frac{\text{Weekly Basic salary} \times \text{number of scheduled weeks to be worked in the calendar year}}{12} \times A$$

where A is calculated as follows:

$$A = \frac{\text{C.P.I. for each month} - \text{C.P.I. December 1992}}{\text{C.P.I. December 1992}} \cdot 0.0325$$

ANNUAL SALARY paid employees

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

where A is calculated as follows:

$$A = \frac{\text{C.P.I. for each month} - \text{C.P.I. December 1992} - 0.0325}{\text{C.P.I. December 1992}}$$

- D. C.P.I. means the Consumer Price Index for Metropolitan Toronto (1986 = 100) for the month(s) referred to in paragraph B above published by Statistics Canada in the following month.
- E. The allowance(s), if any, shall become payable in a lump sum to eligible employees as soon as reasonably possible following the publication of the December, 1993 C.P.I. The amount payable will, in no event, exceed 2.0% of the employee's Basic Annual Wages or 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 the Memorandum of Settlement and are on staff as of December 31, 1993.

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, 1992*.

Article 17 - Other Benefits

17.10 The Board agrees to meet with the Union and a representative from O.M.E.R.S. to discuss the O.M.E.R.S. Plan and a process for the Union to make proposals for changing the Plan.

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 (to the maximum permitted under the Education Act), will be returned to the Collective Agreement.

Article 18 • Uniforms and Protective Clothing

The Board agrees to discuss options for uniforms during the term of the Agreement with the understanding there will be no cost to the Board.

Same Sex Spousal Coverage

The Board shall convene a meeting during the term of the

Agreement to **discuss** the **inclusion** of provision of same **sex spousal** coverage for the Hospital/Medical and Dental **Plans** **into** the collective agreement. Any agreed **upon** language with respect to same **sex** spousal benefits **will be included** in the collective agreement by means of a Letter of Understanding.

Article 11.11 - Hours of Work and Overtime

When school **meetings** or other special needs arise **that** require the **presence** of the Chief Caretaker outside the **normal** work hours, the following **process** will be **used**:

- (a) the Chief Caretaker will **alter** her/his shift hours to **accommodate** the requirements where possible:
- (b) when **shift** hours can't be altered, the **extra hours** worked will be treated **as** time **off** for time **worked in** accordance **with** Article 11.03 only.

The above arrangements will be mutually agreed **between** the Zone Supervisor **and** the Chief Caretaker or designate. Such **agreement** **will** not be unreasonably withheld.

EMS Operator/Programmer

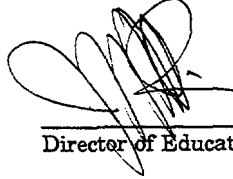
Subject to an executed agreement **between** O.S.S.T.F. and C.U.P.E., Local 63, the current EMS Operator/Programmer **position**, while **filled** by the current incumbent, is **included** under the Local 63 Collective Agreement. The incumbent will be paid at the Code 3 rate with **all** terms and conditions **outlined in** the agreement except for overtime provisions.

This agreement remains in force for the term of the present incumbent and becomes null and void when the incumbent leaves *the* position and prior to filling the vacancy, the Board and the Union shall renegotiate the terms, conditions and wages.

Article 7.02(1)

The Board will agree to discuss this issue during the term of this Collective Agreement.

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO



Director of Education

LOCAL 63,
CANADIAN UNION OF PUBLIC EMPLOYEES



President



Recording Secretary

February 9, 1998

Date

APPENDIX "A"

HOURLY RATES OF PAY

| JOB CLASSIFICATION | Effective January 1, 1993 to August 31, 1998 HOURLY RATE |
|--------------------------|--|
| 4th Class Engineer | 17.40 |
| 4th Unassigned | 18.09 |
| 3rd Class Engineer | 17.95 |
| 3rd High Pressure | 18.17 |
| 3rd Unassigned | 18.30 |
| 2nd Class Engineer | 19.23 |
| 2nd Class Chief Engineer | 20.47 |
| Chief Caretaker | |
| Code 1 | 19.45 |
| Code 2 | 20.51 |
| Code 3 | 22.69 |
| Acting Zone Supervisor | 23.53 |

APPENDIX "B"

CODE 1 - 0 - 75,000 square feet

| | |
|----------------------|-----------------------|
| Adam Beck | Jackman |
| ALPHA | John Fisher |
| Balmy Beach | Jones |
| Beverly | J.R. Robertson |
| Blake | Keele |
| Blythwood | Kensington |
| Boyne River | Kew Beach |
| Brock | Kimberley |
| Brown | King Edward |
| Bruce | Leslieville |
| Church | Lord Lansdowne |
| Clinton | Lucy McCormack |
| CONTACT | Maurice Cody |
| Cottingham | Montrose |
| D'Arcy | Morse |
| Dewson | Niagara |
| Downtown Alternative | North Preparatory |
| Dovercourt | Norway |
| Earl Haig | Ogden |
| Earlscourt | Orde |
| Eastdale | Oriole Park |
| Eglinton | Ossington/Old Orchard |
| Frankland | Palmerston |
| Garden Avenue | Pape |
| General Mercer | Perth |
| Grace | Queen Victoria |
| Hillcrest | Rosedale |
| Hodgson | Shirley |
| Howard | Sprucecourt |
| Hughes | West Preparatory |

APPENDIX "B" - Continued

CODE 1 - Continued

| | |
|------------------|---------------|
| Huron | Whitney |
| Indian | Withrow |
| Inglenook | W.J. McCordic |
| Island | |

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

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

APPENDIX "B" - Continued

CODE 3 - 150,001 square feet and over

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

APPENDIX "C"

Pregnancy Leave, Parental Leave and
Infant Care/Child Care Leave Policy

Support Staff

1. ELIGIBILITY

(a) Pregnancy Leave Eligibility

A pregnant employee **who** started employment with the Board at least thirteen weeks before the expected date of **birth** is entitled to a leave of absence without pay for seventeen weeks.

(b) Parental Leave Eligibility

An employee **who has been** employed by the Board for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay for up to eighteen weeks **following** the **birth** of the child **or** the **coming** of the child into the custody, care, and control of a parent* for the **first** time.

* "Parent" includes a natural parent, adoptive parent, **and** a person in a relationship of some permanence with the natural or adoptive parent, **who** intends to treat the **child as his/her own**.

(c) Infant Care Leave Eligibility

An employee who **has** completed two (2) years of continuous service with the Board **as** a

permanent/probationary employee immediately preceding the expected date of birth/adoption is eligible to apply for infant care leave.

2. CONDITIONS

(a) Pregnancy Leave

- (i) Pregnancy leave may begin no earlier than seventeen (17) weeks before the **expected date of birth**.
- (ii) Pregnancy leave shall only be extended for medical reasons related to a woman's pregnancy **and/or** post-delivery recovery.

(b) Parental Leave

- (i) Parental leave may begin no more than thirty-five (35) weeks **after** the day the **child is born** or **comes into the custody, care and control of** a parent for the first time.
- (ii) **Parental leave**, for an employee **who takes** a pregnancy leave, must begin when the pregnancy leave ends unless the **child** has not yet come **into the custody, care and control of** the parent **for** the first time.

(c) Infant Care/Child Care Leave

- (i) The Board shall grant to eligible support staff a leave of absence without pay, to be **known as**

Infant Care/Child Care Leave ~~which~~ will provide

- A. the mother, up to ~~sixty-nine~~ (69) additional weeks immediately following the ~~combined~~ pregnancy and parental leave
 - B. the father, up to sixty-nine (69) additional weeks immediately following the parental leave
 - C. the mother or father, up to sixty-nine additional weeks immediately following an adoption and parental leave.
- (ii) ~~To~~ be considered for an Infant Care/Child Care Leave, ~~an~~ employee must apply for such leave at the same time ~~he/she~~ applies for pregnancy leave, parental leave or adoption leave.
 - (iii) In the application for Infant Care/Child Care Leave an employee must ~~specify~~ the time at ~~which~~ ~~he/she~~ intends to commence ~~his/her~~ Leave and the time at ~~which~~ ~~he/she~~ ~~intends~~ to resume ~~his/her~~ duties with the Board.
 - (iv) Once Infant Care/Child Care Leave ~~has been~~ granted, it ~~shall~~ not be extended.
 - (v) Once Infant Care/Child Care Leave ~~has been~~ granted it ~~shall~~ not be rescinded except at the ~~discretion~~ of the Director of ~~Education~~.

- (vi) **An employee granted Infant Care/Child Care 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 period equal to the length of the leave following the employee's return from leave.**

3. BENEFITS AND SENIORITY

(a) Pregnancy and Parental Leaves

- (i) The Board **will** continue to pay its share of contributions, to a **maximum of thirty-five (35)** weeks, to any benefit plans in which the employee is **enroled** prior to **his/her** commencement of **pregnancy/adoption and/or** parental leave, provided that the employee **continues** to pay **his/her** share of such benefits if applicable. **Seniority** will continue to **accrue during** pregnancy **and/or** parental leaves.
- (ii) Experience shall be accrued during **pregnancy/adoption and/or** parental leaves **for** salary purposes and employees **shall** be eligible **for** increments while **on** the **accrued** pregnancy **and/or** parental leaves.

(b) Infant Care/Child Care Leave

- (i) An employee **on** infant **care** leave may opt to continue payment to **his/her** share **and** the **Board's** share of contributions to any benefit

plans in **which** he/she *is* enrolled prior to the commencement of the Infant Cardchild Care Leave.

- (ii) Experiences shall be accrued for *salary* purposes and employees returning from leave shall be placed at the step **on** the grid to which their service with the Board **including** Pregnancy/Parental/Adoption/Infant Care/Child Care Leave entitles them.

4. RETURN TO WORK

- (a) **An** employee who **takes** pregnancy/ adoption and/or parental leave and/or Infant **Cardchild** Care Leave will be guaranteed **his/her own** position on her return to work, i.e. following a leave of up to two years in duration. This **provision is subject** to surplus-by-off provisions of the applicable collective agreement and **subject** to departmental establishment reviews. If the employee's **pre-leave** position **no** longer exists, the employee will be placed in comparable job(s).

5. SICK LEAVE

- (a) **Normal** pregnancy is not an illness under the terms of the **Sick** Leave Plan. There is, therefore, no entitlement to *sick* leave except for complications **of** pregnancy or illness **unrelated** to pregnancy which may *occur* while the employee is still **working**.

APPENDIX "C" - Continued

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

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 -

NAME
of the City of
in the Province of *Ontario*
(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* 17 weeks Maternity Leave without pay to the Employee from the _ of __, 19__ to the _ of __, 19__ inclusive, and 18 weeks Parental Care Leave from the _ of __, 19__ to the _ of __, 19__ inclusive. Infant Care Leave from the _ of __, 19__ to the _ of __, 19__ inclusive.

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 time **equal** to leave 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 as **follows:**

(a) Pregnancy Leave for the period commencing **on** the **_** of **___**, 19**_** and ending **on** the **_** of **___**, 19**_** inclusive, and Parental Leave for the period commencing **on** the **_** of **___**, 19**_** to the **_** of **___**, 19**_** inclusive **such** pregnancy leave to be without pay;

(b) the Board **shall**, for the period of Pregnancy/ Parental Leave continue **to pay** its share of premiums **for EHC**, Dental and Group Life Insurance plans provided the Employee is enrolled in these plans on the last day worked **and** continues to pay the employee's share of applicable benefits;

(c) Infant Care Leave of Absence **without** pay or benefits for the period commencing the day of month, year **and** ending **on** the **_** of **___**, 19**_**, inclusive. **Returning** to work **on** month, date, year.

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** of time equal to leave after the **_** 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

Chair

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) A "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 **days 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** a reference to the Grievance Procedure **as** provided in the Collective Agreement.

6. (a) Those included in the **Plan** shall be:
 - (i) **all** employees of the Board on the permanent or **probationary staff**;
 - (ii) 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:
 - (i) **persons** employed **on an** occasional basis

or as summer employees;

- (ii) persons employed on a day-to-day basis or temporary employees on an hourly rate of pay.

7. Subject to the provisions in ~~Part~~ VI relating to Special Leave.

- (a) At the beginning of each working year there shall be placed in the sick leave account of each employee on the permanent or probationary staff on a working year of ten months, twenty credits, and in the sick leave account of each employee on a working year of twelve months, twenty-four credits.
- (b) At the beginning of his/her employment there shall be placed in the sick leave account of each employee on the permanent or probationary staff whose employment commences after the beginning of the working year the number of credits equal to that proportion of the total number of credits for a full working year that the working time remaining in that working year bears to the total working time in the year.
- (c) An employee absent from duty for a complete working year because of personal illness shall be entitled to a full sick leave credit for that year, but an employee absent for a working year for reasons other than personal illness shall not receive any sick leave credits during

the year.

(d) After employment for **twenty** consecutive **working** days there shall be placed in the **sick** leave account of **each** temporary employee covered by the **Plan** two credits for **each month** **working** during the **continuation** of his/her term of employment.

8. The credits of each employee on the permanent or probationary **staff** shall be accumulated in his/her **sick** leave account from **year** to year.
9. To the extent **that** an employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental **condition**, he/she **shall not** be entitled to the same **benefits** under the **Plan**.

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

Part II - Credits from Previous Plans and Transfers

10. There **shall** be placed in the sick leave account of each employee of the **Board** at the **date** of the commencement of the **Plan** the **number** of credits equal to the **unused sick** leave credits held by the employee at that **date** under the provisions of the **Plan** of the **Board existing** immediately prior to the commencement of the **Plan**, provided that if any employee was at any time employed by a school board

or board of education in the Metropolitan Area whose sick leave plan contained limitations or restrictions upon the number of unused sick leave credits which could be transferred or accumulated, the credits to be placed to his/her account under the Plan shall be determined as if such sick leave plan or plans had contained no such limitations or restrictions.

11. Where an employee ceases to be employed by the Board,
 - (a) the number of credits standing to his/her credit under the Plan shall be reduced by two credits for each month or part of a month remaining in the working year of such employee;
 - (b) if the employee receives a gratuity or other allowance calculated in relation to or on the basis of the Credits in his/her sick leave account, the Credits standing to his/her credit shall be reduced to zero.

12. Where an employee of a school board, municipality or local board thereof within the Province of Ontario that had established a sick leave credit plan becomes an employee of the Board (without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated under such a plan) the Board shall place to his/her credit in his/her sick leave account that number of credits equal to the sick leave credits standing to the credit of such employee in the plan of such school board, municipality or local board thereof, provided that the number of credits to be so placed

shall not exceed the **number** of credits that would have been accumulated at the rate set under the **Plan**.

13. In the event of re-employment the Director shall reinstate the Credits **standing** to the credit of the employee on **resignation** unless **such** reinstatement 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 or a licentiate **of** chiropractic. 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) $\text{annual salary} \times 1/2$
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 which **shall** be reported to the **Board**.
- 3. (a) To qualify for special leave an employee shall have completed a **minimum** of six years of service in the employ of 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.
- (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 \$1,000 per annum and receipts shall be submitted to the Director of Education.
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 period of time equal to twice the period of the leave following the employee's return from leave, but in any case not more than two years 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 ___ of ___, 19__.

BETWEEN:

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

OF THE FIRST PART

- AND -

NAME

of the City of Toronto in the
Municipality of Metropolitan Toronto
(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 for ___ consecutive months of working days commencing ___, 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 a **period equal to twice the** length of the period of leave **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 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 a period equal to **twice** the length of the period of the leave following the return of the employee **from** leave.
4. The Employee agrees to **remain in such** employment with the Board at the sole **discretion** of the **Board** for a period **equal to twice** the length of the **period** of the leave **after** , 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.
- 7. Any repayment obligations that are created by the operation of paragraph 5 above, may be altered or waived at any time with the mutual consent of the parties.

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

chair

1 of 1

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Employee

APPENDIX "E"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB)
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 Leave or Parental Leave for the purposes of adoption.
- (2) The other requirements for receipt of a SUB are:
 - (a) the employee must apply for and be in receipt of U.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
 - (b) an application of SUB must be made by the employee on a form to be provided by the Board and the employee shall provide proof that the employee is in receipt of U.I. benefits indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;
 - (c) the employee shall sign an agreement with the School Board indicating:
 - (i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the School Board (in accordance with the terms of the

Collective Agreement to which this Plan is part) ~~after~~ returning ~~from~~ the employee's Regnancy Leave or ~~Parental~~ Leave for the purposes of adoption (and any subsequent additional leave granted by ~~the~~ School Board under this Agreement); and

- (ii) that should the employee not comply with (i) above the employee ~~shall~~ reimburse the School Board any monies paid to the employee under this SUB Plan.
- (3) ~~An~~ employee must have applied for and be in receipt of U.I. benefits before a SUB ~~becomes~~ payable.
 - (4) An employee who is not in receipt of U.I. benefits ~~shall~~ not be eligible for a SUB, except if the reason for non-receipt is that the employee is serving the ~~two-week~~ waiting period. A SUB payment ~~shall~~ be made only when it has ~~been~~ verified that the employee has applied for and is in receipt of U.I. benefits.
 - (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 levels paid under this Plan are set out in (7) and (8) below. It is understood that consistent with ~~current~~ unemployment insurance regulations:
 - (a) 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, and

(b) any payments *in* respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or **increased** by payments received under this **Plan**.

(7) For the **two** week ~~waiting period~~ before U.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate **equal** to 90% of the employee's weekly insurable earnings **as** determined by the Canada Employment and Immigration Commission. **Until** December 31, 1993 this shall continue to be the maximum number of weeks for which a **SUB** is payable.

(8) Effective **January 1, 1994** the following additional provision shall apply:

For up to 15 **weeks** following the two ~~week~~ waiting period under (7) above the benefit level paid under the plan shall be \$75.00 per week providing the employee remains in receipt of U.I. benefits as set out under **(4) above**.

(9) In accordance with **current** unemployment insurance regulations the School Board shall ~~inform~~ the Canada Employment and Immigration **Commission** of any changes in the **SUB** plan and, **subject** to review by the **Commission**, the duration of this **Plan** as set out **above** shall continue to December 31, 1994.

INDEX

| | <u>Page(s)</u> |
|---|----------------|
| Allowance - Travelling | 43 |
| Appendix "A" - Hourly Rates of Pay | 60 |
| Appendix "B" - Codes | 61-63 |
| Appendix "C" | |
| Pregnancy Leave, Parental Leave and Infant Care/Child Care Leave of Absence | 64-68 |
| Form | 69-71 |
| Appendix "D" | |
| Sick Leave Credit and Gratuity Plan . . . | 72-86 |
| Special Leave Form | 87-90 |
| Appendix "E" | |
| Supplemental Unemployment Benefits (SUB) Plan | 91-93 |
| Arbitration | 22, 23 |
| Benefits | 39-44 |
| Blue Cross Extended Health Care | 41 |
| Blue Cross Semi-Private Hospital Coverage | 40 |
| Canada Pension Plan | 39 |
| Dental Plan | 41-43 |
| Group Life Insurance | 39, 43 |
| Long Term Disability Plan | 39-40 |
| O.H.I.P. | 56 |

| | |
|--|-----------|
| O.M.E.R.S. | 40, 56 |
| Early Retirement Employees | 39, 43 |
| Booklet | 53 |
| Codes of Schools. Appendix "B" | 61-63 |
| Communication between Board and Union .. | 6-7 |
| Cost of Living Allowance | 53-55 |
| Courses. Educational | 43-44 |
| Dead Time and Permit Hours | 28 |
| Definitions | |
| Board, Union. Permanent Employee. | |
| Probationary Employee. Running | |
| Lunch. Vacation Year | 2-3 |
| Discharge and Discipline Cases | 24-26 |
| Discrimination or Solicitation | 4-5 |
| General Conditions | 45-46 |
| Grievance Procedure | 21-24 |
| Holidays. Paid | 31-32, 53 |
| Hours of Work and Overtime | 26-31, |
| | 49-52, 57 |
| Labour Management Co-operation | |
| committee | 45-46 |
| Lateral Transfer | |
| Chief Caretaker | 17-18 |
| Layoff/Recall | 12-13 |
| Exclusions from layoff | 12-13 |
| Leave of Absence | 36-38 |
| Letter of Understanding | 49-58 |
| Hours of Work & Overtime (Article 11) . | 49-53, 57 |
| Overtime (Article 11.03) | 52-53 |

| | |
|--|--------------|
| Benefit Booklet | 53 |
| Holidays (Article 12) | 53 |
| Time Cards | 53 |
| Cost of Living Allowance | 53-55 |
| Retroactivity | 55-56 |
| Other Benefits (Article 17) | 56 |
| Ontario Health Insurance Plan | 56 |
| Uniforms & Protective | |
| Clothing (Article 18) | 56 |
| Same Sex Spousal Coverage | 56-57 |
| EMS Operator/Programmer | 57-58 |
| Article 7.02(1) | 58 |
| Lists | |
| Members in Receipt of L.T.D. | 7 |
| Newly Appointed Chiefs/Engineers | 7 |
| Seniority | 7-8 |
| Management Rights | 20-21 |
| Maternity/Infant Care Leave | 64-68 |
| Negotiating Committee Leave | 36 |
| Notice, Shift Change | 29 |
| Occupational Health and Safety Committee | 46 |
| Ontario Health Insurance Plan | 56 |
| Overtime | 27-28, 52-53 |
| Pay Period | 26-27 |
| Payment of Wages | 38 |
| Permit Hours and Dead Time | 28 |
| Personnel File | 26 |
| Adverse Report Added | 26 |
| Preamble | 2 |

| | |
|---|--------------|
| Pregnancy Leave, Parental Leave and Infant Care/Child Care Leave | 37, 64-68 |
| Premium Rate | 30-31 |
| Probationary Period | 10 |
| Rates of Pay - Appendix "A" | 60 |
| Reclassification of a Position | 12 |
| Recognition | 3-4 |
| Reservation of Board Rights | 20-21 |
| Rest Period | 28 |
| Retroactivity on Wages | 55-56 |
| Safety Committee | 46 |
| Same Sex Spousal Coverage | 56-57 |
| Seniority | 7-13 |
| Chief Caretakers | 8 |
| Leave of Absence | 10, 38 |
| Lists | 7-8 |
| Loss of | 10-11 |
| Stationary Engineers | 8-10 |
| Self-Funded Leave Plan | 38 |
| <i>shift</i> | 29 |
| Bonus | 29-30 |
| Notice of Change | 29 |
| Sick Leave Credit and Gratuity Plan. | |
| Appendix "D" | 35, 35-36 |
| | 72-90 |
| Special Leave of Absence | 87-90, 81-84 |
| Staff Changes | 14-20 |
| Zone Supervisors | 14-17 |
| chief Caretakers | 17-18 |
| Stationary Engineers | 18-20 |
| Vacancies | 14 |
| strike or Lockout | 46 |

Supplemental Unemployment Benefits

(*SUB*)Plan 91-93

Technological Change 11-12

Term of Agreement 47

Time Cards 53

Unemployment Insurance Rebate 42-43

Uniforms and Protective Clothing 44-45, 56

Union Representation- Discipline 25-26

Union Security and Dues Check-Off..... 5-6

Vacancies 14

Vacation 32-35

4

5

6

7