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APRIL 1 1996 TO
AUGUST 31 1998

COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

-and- ENTERED

LOCAL 1325
CANADIAN UNION
OF PUBLIC EMPLOYEES

1996

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AGREEMENT BETWEEN:

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

OF THE FIRST PART

AND

LOCAL **1325**
CANADIAN UNION OF PUBLIC EMPLOYEES

OF THE SECOND PART

The general purpose of this Agreement is to establish a collective bargaining relationship between the parties hereto and to provide procedures for the prompt and equitable disposition of grievances.

THIS AGREEMENT **WITNESSETH** that in consideration of the premises, the Board and the Union 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) "Canadian Union" means Canadian Union of Public Employees.
- (c) "Union" means Local **1325** of the Canadian Union of Public Employees.
- (d) "Employee" or "employees" means any or all of the employees in the Bargaining Unit as provided in Article **3.01** except where the context otherwise provides.
- (e) "Permanent vacancy" means a vacancy caused by such events as promotion, resignation, retirement, or discharge, and which is indefinite or longlasting in *nature*, and does not include a vacancy caused by approved or **authorized** absence from work of an employee.
- (f) "Occasional" employee means an employee employed by the Board who works on a day-to-day or intermittent basis.
- (g) "Vacation year" is the period of time commencing on **July 1st** and ending on June **30th** of the following year.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges and agrees that the Board shall retain all rights, powers and authority it had prior to entering into this Agreement, including but not limited to:

- (a) The right to manage its business and direct its working forces.
- (b) The right to maintain order, discipline and efficiency in its offices and operations.
- (c) The right to hire, direct, classify and determine duties of all positions and the right to transfer, promote and layoff employees.
- (d) The right to transfer, demote, suspend, discipline or discharge any employee for just and reasonable cause.
- (e) The right to manage the operations and undertakings of the Board and to schedule work, and, without restricting the generality of the foregoing, to select, install and require operation of any equipment which the Board in its discretion deems necessary for the **efficient** and economical carrying out of the operations and undertakings of the Board.
- (f) The right to decide on the number of employees, including occasional employees, needed by the Board for the carrying out of any undertaking by the Board.

2.02 The Board agrees to exercise these rights in a manner consistent with the terms of the Agreement.

2.03 The Board also has the right to make, and alter from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement. The Board agrees to discuss with the employees changes in such rules and regulations.

ARTICLE 3 - BECOGNITION

3.01 The Board **recognizes** Local **1325** of the Canadian Union of Public Employees as the exclusive bargaining agent for all employees who are employed in occupational classifications designated by the Board as Clerk (Level **D-N**) and as grade one (**1**) to seven (**7**) clerks (except those employees occupying positions as set out in Part II of Appendix "A" attached) and those employees occupying positions as set out in Part I of Appendix "A"; save and except persons regularly employed for **less** than half the normal hours of work as defined in Clause **14.01**, students, other employees covered by Collective Agreements, employees whose salaries are specifically equated to salary categories of teachers, professional psychological and social work personnel, supervisors and those above the rank of supervisor.

3.02 Employees hired for seasonal projects under programs directly funded by the Federal or Provincial Governments, specifically to create employment, shall not be covered by this Agreement as far as seniority and benefits are concerned. It is understood that this provision applies to the first sixty-five (**65**) days of employment

under such a program in any calendar year and further that employees who were laid off in the past twelve (12) months shall be given the opportunity of accepting employment under this program.

A list of these employees shall be sent to the Recording Secretary of the Union, showing the date of hire and the projected date of termination, **if it** is known by the Board.

3.03 No occasional employees will be hired to perform routine work of the Board, the major portion of which is normally performed by employees covered by this Agreement, except as follows:

- (1) situations involving special projects, work or volume of work which is not continuous.
- (2) situations where occasional staff is obtained to replace employees who are absent due to illness, employees on vacation, employees on educational leave, maternity leave, compassionate leave or other leave approved by the Director of Education.
- (3) situations created by special programs, e.g., summer student employment program, winter works program.
- (4) In the event an occasional employee working **17-1/2** or more hours per week in one (1) above is retained in one department for a period in excess of six (6) continuous working months the reasons for retaining the employee will be discussed with the Union.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 In view of the orderly procedure herein established by this Agreement for settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement the employees will not sanction, call nor participate in a strike (within the meaning of the Labour Relations Act of Ontario), slowdown, refusal to perform work, picketing, or other collective or individual interference with the operation of the Board's business.

4.02 The Board agrees there shall be no lockouts (within the meaning of the Labour Relations Act of Ontario) during the life of this Agreement.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Board and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee on the grounds as contained in the Human Rights Code (which are listed as Appendix "H" to this Agreement), nor by reason of lawful political **affiliation**, 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.

The infringement of these rights may be subject to a grievance under the grievance procedure contained in this Collective Agreement.

Where an alleged harasser is the person who would normally deal ~~with~~ the initial step of the grievance

procedure, the grievance will automatically be sent forward to the next step.

ARTICLE 6 - CORRESPONDENCE

6.01 All official communications between the parties, arising out of this Agreement or incidental thereto, shall pass between the Superintendent - Negotiations of the Board or **his/her** designate and the Recording Secretary of the Union or **his/her** designate.

6.02 Once each month the Board will supply to the Union a list of the names and addresses of all employees covered by this Agreement who were **hired**, transferred, promoted, demoted or whose employment was terminated during the previous month.

6.03 Twice yearly the Board will supply to the Union a list of all employees represented by each Steward as listed in Appendix "B".

Such lists will identify 10 month and part-time employees.

6.04 The Union shall be supplied with copies of the public agendas and the public committee reports for the meetings of the full Board, the Personnel and Organization Committee, the Collective Agreements Policy Committee, School Programs, Business Administration and Education Finance Committees at the same time as they are circulated to the Trustees. The Union shall be provided **with** public minutes of the Board and a copy of the weekly circular.

ARTICLE 7 - NEGOTIATING COMMITTEE

7.01 For the purpose of negotiations between the parties the Board shall **recognize** a Negotiating Committee of not more than five (5) employees who are members of the Union.

7.02 The Negotiating Committee shall be entitled to have present and be represented by a representative of the Canadian Union at all negotiation meetings between the Union and the Board.

7.03 The representative shall be recognised as having the right to advise and assist the Union Negotiating Committee and the right to speak on their behalf.

7.04 In order that the Union Negotiating Committee may properly prepare for bargaining, the committee is entitled to twelve (12) days in each calendar year, with a maximum of four (4) days per member, accumulative for the term of the contract, prior to the negotiating process without loss of pay or other benefits, provided that, where possible, the request for the leave is received five (5) working days before the leave is to be taken.

The employees constituting the Union Negotiating Committee shall be given time off during working hours without loss of regular pay or other benefits under this Agreement **while** actually attending such negotiation meetings with the Board.

7.05 Where the composition of the Union Negotiating Committee is such that more than one member is from the **same** section within a department or more than two (2)

members are from the same department and in the Board's opinion there may be **difficulty** in conducting the Board's normal business, negotiations **will** be conducted outside working hours.

ARTICLE 8 - SENIORITY

8.01 Except as provided in Article **8.04**, seniority shall be established on the basis of an employee's service **with** the Board following date of last **hiring**.

8.02 Employee's names and classifications shall appear on the seniority list in order of their respective dates of last hiring. Such list shall be updated in January of each year, and a copy shall be furnished to the Recording Secretary of the Union.

8.03 An employee newly hired by the Board to **fill** a permanent vacancy or to fill a new occupational classification covered by this Collective Agreement shall be considered a probationary employee for a maximum of six **(6)** calendar months from the date of hiring, at the end of which time the employee shall be appointed to the permanent staff or his/her employment terminated.

The employment of a probationary employee may be terminated at any time during the probationary period without recourse to the grievance procedure except by reason of any grievance arising out of a violation of Article **5.01**. However, the Union shall have the right to question the termination of a probationary employee. After completion of the probationary period, the employee shall be placed on the seniority list retroactive to the last date

of hiring and shall also be entitled to all rights and privileges of this Agreement.

Employees with greater than six (6) months' service with the Board will only be discharged for just cause.

8.04 An employee shall lose seniority for any of the following reasons:

- (a) If the employee resigns in writing.
- (b) If the employee is discharged and not reinstated through the grievance procedure.
- (c) If the employee is laid off and fails to return to work after layoff within seven (7) calendar days **after** being notified by registered mail to do so, provided that if **such** failure to return is caused by sickness certified by a duly qualified medical practitioner, the time for return shall be extended while prevented by illness **from** returning to work for a further period not to exceed the maximum of six (6) calendar months.
- (d) Absence without leave in excess of **three (3)** consecutive working days where circumstances **are** within the employee's control to attend work or, if possible, to notify his/her supervisor that it is not possible to attend work.
- (e) If the employee is laid off for more than fifteen (15) continuous months.

8.05 It shall be the responsibility of the employee to keep

the Board informed of his/her current postal address and home telephone number, and any notice to be given the employee by the Board under the terms of this Article shall be deemed properly given provided it is addressed to **his/her** last postal address on record.

Once a year, the Board shall supply the Union with a list of all employees covered by **this** Agreement with their last known postal addresses.

8.06 In the event that there is a reduction in the establishment **within** the bargaining unit that necessitates a lay-off or reduction in hours of work, the following conditions shall apply:

- (1) Employees in the **affected** positions shall be laid off, or have their hours of work reduced, in the reverse order of their seniority.
- (2) An employee who is subject to lay-off or reduction in hours of work may choose to displace the person with the least Board Seniority in the same classification whose job the employee is capable of and qualified to perform.
- (3) If there is no one with less seniority in that classification, or no job the employee is capable and qualified to perform in that classification, the employee may choose to displace the person with the least Board Seniority in the next lower classification whose job the employee is capable of and qualified to perform. **This** person must have less seniority than the employee displacing **him/her**.

- (4) An employee who is displaced or laid off as a result of the above procedures shall be given first consideration should their original position become vacant or for any vacancy in their original classification for which they are capable and **qualified** to perform.
- (5) No permanent employee shall be laid off provided they are capable and qualified to perform the work of a probationary or occasional employee.
- (6) No new employee shall be employed in any position while an employee who is capable and qualified to perform the work of that position remains on lay-off and is willing to be recalled.
- (7) An employee shall be deemed to be capable and **qualified** to perform any position for which such employee can become proficient within approximately one hundred and five (105) hours of on the job training.
- (8) An employee who displaces an employee in a lower classification will be paid and placed at the point in the schedule of that lower classification to **which** their experience with the Board entitles them.

Unless legislation is more favourable to the employees, the Board shall notify employees who are to be laid off thirty (30) 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 **he/she** shall be paid for the days for which work was not made available.

If the Board finds it necessary to consider the possibility of layoffs because of financial restrictions, the Board will give the Union an opportunity to express their views on ways and means of accomplishing these budget reductions.

8.07 The Board shall continue to determine the methods through which services are provided. An alteration in a method or methods now in effect shall include technological change which is defined as the introduction of video display/computer terminals, for use in the business offices of the Board by clerical/secretarial staff.

The Board agrees that if and when it should alter a method or methods now in effect, notice shall be given to the Union one month in advance of such action.

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 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 introduced as in (b) above.

Where such discussions concern the introduction of video display terminals, the Board's Guidelines for the Use of

Video Display Terminals, as amended from time to time, will be a reference document.

No permanent employee with at least fifteen (15) months seniority with the Board will have his/her employment terminated by reason of an alteration in a method or methods now in effect.

When operation of a word processor, computer terminal or any other type of new technology is introduced as **part** of an employee's duties, the employee will be given on-the-job training, either in-house or off-site, as required, without loss of pay to a maximum of one hundred and forty (140) hours in the use of the new technology.

Employees whose duties include the operation of a word processor, personal computer or computer terminal shall be provided with a copy of the Board's Guidelines for the Use of Video Display Terminals and made aware of any amendments to the Guidelines following Board approval of such amendments.

A pregnant employee, on her request and on receipt of a medical certificate to the effect that the employee is pregnant, will not be required to operate a video display unit and the employee will be temporarily assigned other duties without loss of salary, seniority or employment opportunity.

8.08 Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 9 - PROMOTIONS AND **STAFF** CHANGES

9.01 Whenever a new occupational classification within the bargaining unit is designated by the Board, or the Board decides to fill a permanent vacancy in any of the occupational classifications covered by this Agreement, it shall be advertised on the bulletin boards erected for this purpose for a minimum of nine (9) **full working** days in order that all persons may have knowledge of the position and the Department in which the duties of the position will normally be performed and be able to make written application which will be received by the Board within the aforementioned nine (9) full working days.

The bulletin boards erected for the purpose of job postings **will** be located in the basement and on the seventh **floor** of the Education Centre and on the board located in the Old Administration Building. These advertisements shall also be posted on all department office bulletin boards, in all Board schools, and **all** other Board locations where Local **1325** members work.

Job advertisements will state the appropriate bargaining unit and will contain a description of the requirements of the job as it pertains to the skills and education normally required for the position. The Board will discuss with the Union any changes in the advertised skills and education required on the previous job advertisement for the position being advertised. On all job advertisements, except Librarians, the following will be **noted**: "Applicants lacking formal education requirements but with appropriate related experience will be considered." Appropriate experience will be determined by the Manager of **Staff** Relations and Establishment in consultation with the

hiring manager in accordance **with** the Board's Selection and Testing Procedures.

When the Board establishes a new job **within** the bargaining unit, the Union shall be notified, in writing, of such job and the rate of pay. Where the Union desires to appeal against a new job classification or rate of pay which may be established by the Board, the grievance procedure shall be used commencing at Step 3.

A copy of each job posting shall be forwarded to the Recording Secretary of the Union on the **first** day of posting. The Board shall also forward to the Union a copy of outside advertisements.

9.02 When selecting a person to fill a vacant position within the bargaining unit, the Board will give **first** consideration to applications received *from* employees within the bargaining unit. Only when no suitable applicant is found **will** the Board select a person to fill the position from outside the bargaining unit. In making any selection under this article the Board will consider equally, seniority with the Board, ability to perform the normal requirements of the job, applicable education and applicable knowledge.

When the Board selects a person to fill a position from outside the bargaining unit over an applicant **from** within the bargaining unit, their educational **qualifications** and experience shall be sent to the Union on date of hire on the request of the Union. As well, on the request of any unsuccessful applicant who is a member of the Union, the Board shall provide an opportunity for feedback to that employee.

All qualified applicants for advertised positions shall be personally interviewed by the Department Head or their representative provided the applicant requests an interview on the job application. All interviews of applicants for a position, shall, when possible, be conducted by the same person(s). If one applicant is tested for a position all applicants to be interviewed for that position, **will** be given similar test(s). Applicants from outside the Bargaining Unit shall not be interviewed until all **qualified** applicants covered by this Agreement who have requested an interview, have been interviewed. All unsuccessful applicants shall be immediately notified in writing. **The** Union shall be notified of all successful applicants within ten **(10)** working days following the date that the applicant was selected. Successful applicants shall, within ten **(10)** working days of the date of the selection, be promoted to the new position and receive the new rate of pay.

If a person is not selected to fill an advertised position within eleven **(11)** weeks of the closing date of the advertisement, the position will be **re-advertised** within the bargaining unit.

9.03 An employee shall not be entitled to more than one lateral transfer in any six **(6)** month period or any lateral transfer for a period of three **(3)** months following a promotion except at the discretion of the Board.

When there is an "administrative transfer" required and when the Board has an option between two **(2)** or more equally skilled persons in the same classification, following consultation ten **(10)** working days prior to the proposed move with the employees affected, at which time the employee may be accompanied by their Shop Steward, the

more senior person(s) will have the choice to stay or move.

When the Board identifies a position for which an employee could become proficient **within** approximately one hundred and forty (140) hours of on-the-job training, this position will be offered, when vacant, to the best applicant, when no qualified applicant applies from within the **organization**. The applicant will accept the position on the understanding that his/her existing position will remain **unfilled while** the on-the-job training is accomplished (maximum 140 hours). If successful, the applicant will be appointed. If unsuccessful, the applicant will revert to his/her existing position and the vacant position will be filled **from** outside the **organization**.

9.04

- (a) The selection and promotion of employees to positions outside the Bargaining Unit are not governed by this Agreement.
- (b) It is understood and agreed by the parties *to this* Agreement that, notwithstanding the provisions of Clause **9.04(a)**, employees occupying positions listed in Appendix "A", Part I and employees classified as Clerk (Level D-N) and as grade one (1) to grade seven (7) clerks shall be given equal consideration for posted vacant positions that are listed in Appendix "A", Part II.
- (c) It is understood and agreed by the parties to this Agreement that, notwithstanding the provisions of Clause **9.02**, employees occupying positions listed in Appendix "A", Part II shall be given equal

consideration for posted vacant positions that are listed in Appendix "A", Part I and Clerk (Level D-N) and grade one (1) to grade seven (7) clerks covered by this Agreement.

- (d) In the event an employee accepts or has accepted a position outside the Bargaining Unit, she/he shall retain her/his seniority rights. If such employee is later returned to a position within the Bargaining Unit, she/he shall be placed in a job consistent with her/his qualifications and such seniority, provided that no employee in the Bargaining Unit shall be displaced or laid off as a result of such placement.

9.05 An employee covered by this Agreement who, through advancing years or disablement, is unable to perform his/her regular duties may, following consultation by the Board with the Union and the employee, be assigned to alternative work, if available, without posting the position and without regard to his/her relative seniority standing. Such transfer shall not alter the bargaining unit seniority of any employee.

ARTICLE 10 - STEWARDS AND GRIEVANCE COMMITTEE

10.01 In order to provide an orderly procedure for the settling of grievances, the Board acknowledges the right of the members of the Union to appoint or otherwise elect seventeen (17) Stewards to represent the Departments as listed in Appendix "B" of this Agreement and a Chief Steward and Assistant Chief Steward.

The Union shall notify the Board in writing of the name of each Steward and the Departments he/she represents and also the name of the Chief Steward and Assistant Chief Steward before the Board shall be required to **recognize** such Stewards.

10.02 The Board **recognizes** the right of the Union to appoint a Grievance Committee consisting of not more than five (5) employees and the names of **the** members of the Grievance Committee will be communicated to the Board.

10.03 If proper discharge of a grievance responsibility requires the absence **from** work of a member of the Grievance Committee or a Steward in order that the work of the Board shall not be unreasonably interrupted, such member shall not leave his/her work without obtaining the permission of his/her Department Head or Supervisor. Such permission shall not be unreasonably withheld and such **authorized** absence shall be without loss of regular pay **or seniority**. **The** Board may refuse to grant such permission at any time if the privilege of requesting time off for the aforementioned purpose is being abused. When resuming their regular work they will report to their Department Head or Supervisor.

ARTICLE 11 - PERSONNEL FILES

11.01 In the event the Board issues a written warning to an employee to the effect that his/her conduct may result in disciplinary **action** leading to **his/her** suspension or discharge, a copy of the warning will be forwarded to the Recording Secretary of the Union.

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.

An employee may request that the Board remove specific material from the employee's personnel file, provided

- (a) the request is to remove material that is five (5) or more years old, and
- (b) the employee must make such request to the Superintendent - Personnel Services in writing giving the reasons for the request.

Such request shall be granted provided that no material of a disciplinary nature has been placed on the employee's personnel file in the five year period preceding the request.

11.02 Upon suitable notice an employee shall have access to his/her personnel file and shall have the right to respond, in writing, to any document contained therein. Such reply shall become part of the permanent record. If he/she disagrees with the contents of his/her file, recourse shall be made through the grievance procedure.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 In cases of disagreement or misunderstanding every effort shall be made to resolve the matter amicably between the employee and his/her supervisor before the grievance procedure as herein provided is followed. The employee may request the presence of his/her Steward, or

in **his/her** absence, the Chief Steward, or in his/her absence, a member of the Executive Committee, during the discussions.

12.02 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 questions as to whether *or* not a matter is **arbitrable**, or should an allegation be made that this Agreement has been violated in any way, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

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 Grievance Committee shall seek to settle the dispute with the employee's Supervisor and Department Head.

The Grievance Committee shall submit to the Superintendent - Personnel Services a written statement of the particulars of the complaint and the redress sought. The appropriate Official or Department Head shall hold a meeting with the Grievance Committee within five **(5)** working days after receipt of such notice and shall render **his/her** decision in writing. The decision will be forwarded to the Recording Secretary of the Union within four **(4)** working days following the Step 2 Grievance meeting.

STEP 3 - INDIVIDUAL GRIEVANCE

Failing satisfactory settlement after the dispute is submitted under Step 2 the Grievance Committee shall within fifteen (15) working days, submit to the appropriate Principal Official a written statement of the particulars of the complaint and redress sought. The Principal Official 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. The decision will be forwarded to the Recording Secretary of the Union within ten (10) working days following the Step 3 Grievance meeting.

Failing a satisfactory settlement within ten (10) working days after the dispute is **first** discussed at Step 3, the Union may refer the grievance to arbitration as provided in Article 12.10 at any time within twenty (20) working days thereafter but not later.

STEP 3 - POLICY GRIEVANCE

Failing satisfactory settlement after the dispute is submitted under Step 2 the Grievance Committee shall within **fifteen (15)** working days, submit to the appropriate Principal Official a written statement of the particulars of the complaint and redress sought. The **Principal** Official 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. The decision will be forwarded to the Recording Secretary of the Union within ten (10) working days following the Step 3 Grievance meeting.

STEP 4 - POLICY GRIEVANCE

Failing agreement being reached in Step 3, application shall be made to the Personnel and Organisation Committee of the Board, in writing, through the Superintendent of Administrative Services (copy to appropriate officials), ten (10) working days prior to the next regular meeting, stating the grievance concerned and a hearing shall be granted at the next regular meeting of that committee.

STEP 5 - POLICY GRIEVANCE

Failing a satisfactory settlement within ten (10) working days after the dispute is first discussed by the Personnel and **Organization** Committee of the Board, the Union may refer the grievance to arbitration as provided in Article 12.10 at any time within twenty (20) working days thereafter but not later.

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement or hand delivered to the other party of the Agreement and a written receipt issued on delivery.

Within five (5) working days thereafter the parties shall meet and attempt to select a single arbitrator.

If an arbitrator mutually satisfactory to both parties cannot be selected within fifteen (15) working days of such meeting held to attempt to select a single arbitrator, either party may then proceed to use the arbitration procedures of the Labour Relations Act.

12.03 No grievance shall be considered more than ten (10) working days after the grieving party could reasonably be expected to have become aware of the circumstances giving rise to the complaint or grievance, but in any event no grievance shall be considered where the circumstances giving rise to it occurred more than sixty (60) calendar days before the filing of the grievance.

12.04 Where a grievance involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Steps 1, 2, and 3 of this Article.

12.05 Grievances settled satisfactorily within the time allowed shall date **from** the time the grievance was first brought to the attention of the Supervisor.

12.06 The Board shall supply the necessary facilities for the grievance meetings.

12.07 When a grievance is heard by the Personnel and **Organization** Committee at Step 4 of the Grievance Procedure, the process to be followed will be as set out in the Board Policy ("Employee Grievances/Appeal and Delegation Procedures") of November 15, 1984, as amended by the Board from time to time.

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

12.09 At any stage of grievance or arbitration procedure, the parties may have the assistance of the employee concerned and any other witnesses.

12.10 Arbitration shall be as provided in The Labour Relations Act of Ontario as amended from time to time. In arbitration proceedings, each party shall pay the expenses of its Arbitrator and the expenses and fees of the Chairman shall be shared equally by the parties.

12.11 A permanent employee may be dismissed only upon the authority of the Board. The Department Heads (or equivalent) may suspend an employee pending the Board's **confirmation** of a discharge recommendation at the next possible Board meeting. Such employee and the Union shall be advised immediately in writing of the reason for such suspension.

The Department Head or equivalent (or his/her designate) shall have the authority to suspend an employee covered by this Agreement up to a maximum of **five (5)** working days. Recommendations for suspensions in excess of five (5) working days shall immediately be reported to the Board. Such employee and the Union shall be advised immediately in writing of reason for such suspension.

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 and **fringe** benefits during the pay period next preceding such discharge or suspension or such other action as is deemed appropriate by the conferring parties or the arbitrator.

12.12 Should a dispute arise between the Board and any employee pertaining to the results of a job evaluation

conducted by the Board an earnest effort shall be made to settle the dispute in the following manner:

- (a) The aggrieved employee shall submit the grievance in writing to the Recording Secretary of the Union.
- (b) If the Grievance Committee of the Union considers the grievance to be justified, two (2) members of the Grievance Committee shall seek to settle the dispute with two (2) members of the Board's job evaluation team.
- (c) Failing a satisfactory settlement within ten (10) working days after the dispute is **first** discussed in Article 12.12 (b) the Grievance Committee may within a further 10 working days, continue the grievance commencing at Step 4 of the **Article 12.02**.

ARTICLE 13 - MANAGEMENT GRIEVANCES

13.01 Any grievance instituted by the Board shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance and two representatives of the Union shall meet within five (5) working days thereafter with the Director of Education to consider the grievance. If final settlement of the grievance is not completed within **fifteen (15)** working days of such meeting, the grievance may be referred by either party to Arbitration as provided in Article 12.03 at any time within twenty-one (21) days thereafter but not later.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The normal hours of work for employees covered by this Agreement shall be thirty-five (35) hours per week, made up of five, seven hour days, Monday to Friday, inclusive, to be worked between the hours of 8:30 a.m. and 4:30 p.m.

14.02 The hours at which work shall commence and end may be changed when mutually agreed to by the Union and the Board.

14.03 All employees covered by this Agreement shall be permitted a **fifteen (15)** minute rest period both in the morning and in the afternoon.

14.04 Employees working in Departments who occupy positions where it is necessary to begin and end the hours of work at times other than the hours specified in Article **14.01**, shall continue to work such hours unless otherwise mutually agreed by the Board and the Union.

14.05 Employees other than those employed in the Computer Services Department shall be paid at the rate of time and one-half for **authorized** work in excess of seven (7) hours per day, Monday to Friday, inclusive or on Saturdays and at the rate of double time for **authorized** work on Sundays and Paid Holidays as defined in Article **17.01**.

14.06 Employees in the Computer Services Department shall be paid at the rate of time and one-half for **authorized** work:

- (1) In excess of their normal hours on Monday to

Saturday inclusive, or

- (2) On their regular days off on Monday to Saturday inclusive.

Employees in the Computer Services Department shall be paid at the rate of double time for **authorized** work:

- (1) On Sundays, when it is not scheduled as their normal work day, or
- (2) In excess of their normal hours on Sunday, or
- (3) On a Paid Holiday as defined in Article 17.01.

14.07 Where overtime is necessary, such overtime shall be shared fairly among employees who are qualified **to** do the work available.

Where overtime is payable in any of the Articles above, and Article 17.02, the employee may receive, at his/her request, the appropriate time off at the overtime rate. The appropriate time off shall be taken at a mutually agreeable time.

14.08 Any employee called in outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rates provided that **he/she** is recalled because of circumstances over which he/she has no control or which **are** not due to **his/her** own fault or neglect.

Employees who are called out because of an emergency on a Saturday shall be paid at the rate of double time.

14.09 Flexible hours is a system designed to provide for the individual preferences and work habits of employees while at the same time ensuring that the efficient operation of the Boards individual departments is not restricted or hampered in any way. This program will only be used when mutually agreeable between the individual Department Head and **his/her** employees. Each employee in a department wherein flexible hours has been implemented will normally work the same seven (7) hours a day, five (5) days a week. All work stations must be covered during the official hours of the Board.

Employees working in departments in which flexible hours have been adopted must adhere to the following conditions:

- (1) All employees to register their hours of work by use of a time clock four times daily (starting time, quitting time, lunch start, lunch stop).
- (2) All employees shall work between the hours of **9:30** a.m. and **3:45** p.m., unless specific **authorization** for their absence *from* their *Supervisor* is obtained, and this period shall be called core-time.
- (3) Employees may work between the hours of **7:45** a.m. and **6.00** p.m.
- (4) Employees who work in excess of thirty-five (**35**) hours in one week may carry excess hours forward for use in the next week.
- (5) All absences between the hours of **9:30** a.m. and **3:45** p.m. shall be "made up" except those **authorized** absences covered by the Sick Leave Credit and

Gratuity Plan. (It is intended that short absences for dental and medical appointments will be "made up").

- (6) All employees to work seventy (70) hours in each two week period unless excess hours **are** brought forward **from** the previous week.

14.10 All employees covered by this Agreement who are required to work a shift, more than **50%** of which is worked after **3:00** p.m., shall be paid a shift bonus of **4%** of their normal rate of pay, in each case rounded upward to the next full cent.

A midnight shift means any shift when **50%** or more of the seven (7) hours occur after midnight. Shift bonus for the midnight shift shall be **5%** of the normal rate of pay.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The "Sick Leave Credit and Gratuity Plan" including the provisions for "Special and Miscellaneous Leaves" at present in force, and as **defined** in Appendix "**E**", shall be continued and the regulations of the Board governing maternity leave shall be continued and shall not be changed unless by mutual consent of both parties.

Employees absent on maternity leave shall not be entitled to benefits under the "Sick Leave Plan".

Every effort will be made to apply the "Sick Leave Credit and Gratuity Plan" including the provisions for "Special and Miscellaneous Leaves" uniformly.

15.02 The Board agrees to furnish to each employee covered by this Agreement, each pay day, a statement showing the number of accumulated sick days to **his/her** credit and the number of unused vacation credits as of the end of the previous vacation year.

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

15.04 Leave of absence, without loss of sick leave credits or seniority, shall be granted upon request to employees elected or appointed to represent the Union at **recognized** Union Conventions, Seminars, Conferences or Training Courses. Such leave of absence with pay shall not exceed a total of **25** working days in any one year, it being understood that no more than five members of the Union shall be absent at any one time.

An additional leave of absence, without pay, up to **35** working days in any one year, for the same purpose, may be granted by the Director of Education **upon** application. The Board will pay the salaries and benefits and charge the Union for the amount involved.

It is further understood that the Union will make every effort to ensure that no more than one person from each

Department is absent at any one time.

If possible, employees will make the request for leave of absence at least two (2) weeks in advance of the date for which the leave is requested and the Board will confirm the request within one week.

15.05 Employees who are granted leave of absence, without pay, in excess of fifty (50) continuous working days, shall not earn or receive benefits for the period of such leave of absence.

It being understood that such employees may have the option of direct payments or reimbursing the Board for such payments to maintain benefits where possible.

15.06 Except as provided in Article **15.03**, employees on approved leave of absence without pay for a period in excess of one year shall retain the seniority they had at the end of the **first** year of such leave but they shall not accumulate additional seniority.

15.07 The Board will continue to pay its share of the premiums, in accordance with the Employment Standards Act, for the following employee benefits: extended health **care**, dental, group life, and semi-private for the period of pregnancy leave or adoption leave provided the employee is enrolled in such benefit at the time of commencement of leave.

Effective February 26, 1993, the Pregnancy, Parental and Infant **Care/Child** Care Leave Policy for support staff employees approved by the Board and described in Appendix "I" shall apply to members of this bargaining

unit.

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

ARTICLE 16 - UNION SECURITY

16.01 The Board will deduct from the paycheque of each employee who is covered by this Agreement to whom any pay is due and who has attained one month's service, an amount equal to his/her regular Union dues and assessments. The Union shall notify the Board in writing of the amount of such dues and assessments **from** time to time.

16.02 All dues and assessments so deducted shall be remitted to the Union not later than the **15th** day of the month following the month in which such deductions are made, together with a list in duplicate of the names of all employees **from** whose pay dues and assessments were so deducted.

16.03 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 authorised by the Union.

16.04 All employees commencing employment within **this**

bargaining unit subsequent to July 27, 1977 shall, within thirty (30) days, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union.

16.05 The Board will acquaint new employees with the fact that a Collective Agreement is in effect and the conditions of employment set out in the Article dealing with Union Security. Union employees will receive a copy of this Agreement when they commence employment with the Board.

In addition, the Board agrees to allow the Department Steward an opportunity to meet with new employees within the first five (5) weeks of employment to acquaint the new employee with the duties, responsibilities, and rights of Union membership. Such meeting shall be for a period of fifteen (15) minutes and will be held at a time agreeable to the Department Head.

ARTICLE 17 - PAID HOLIDAYS

17.01 Employees covered by this Agreement shall be paid for the following Paid Holidays if such holidays fall on a regular working day, i.e. Monday to Friday inclusive. Where a Paid Holiday falls on a Saturday or Sunday, another day shall be declared as a **paid** holiday.

New Years' Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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.

Where a Paid Holiday occurs during a vacation period, one day shall be granted in lieu of the Paid Holiday.

17.02 All employees covered by this Agreement shall be **paid** at the rate of double time if required to work on the holidays listed in Article 17.01 when they fall on a regular working day or on any other holiday declared by the Board **specifically** for employees covered by this Agreement. Such pay shall be in addition to being paid for the holiday.

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

ARTICLE 18 - VACATIONS

18.01 All employees covered by this Agreement with over one (1) year's service with the Board as of June **30th**, shall be entitled to an annual vacation period of three (3) weeks with pay.

18.02 All employees covered by this Agreement with less than twelve (12) months' service with the Board as of June **30th**, shall be entitled to a proportionate vacation with pay calculated upward to the next nearest day for each complete month of continuous service, at the rate of pay effective immediately prior to the vacation period.

18.03 The annual vacation as at June **30th** in each year,

for all employees covered by this Agreement shall be:

Effective June 30, 1989:

1 year of service - 3 weeks' vacation with pay (as of June 30th).

9 years of service in the calendar year - 4 weeks vacation with pay (as of June 30th).

17 years of service in the calendar year - 5 weeks' vacation with pay (as of June 30th).

23 years of service in the calendar year - 26 days vacation with pay (as of June 30th).

24 years of service in the calendar year - 27 days vacation with pay.

25 years of service in the calendar year - 30 days vacation with pay.

Employees taking their vacation prior to June 30th in any year shall only be entitled to that portion of their vacation entitlement which they have **earned** since the preceding July 1.

18.04 An employee leaving the service 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. Should an employee die, **his/her** estate shall be credited with the value of vacation credits owing him/her.

Notwithstanding the aforementioned, 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 (6) months of that vacation year.

There shall be no maximum on vacation credits paid.

18.05 AU employees shall, whenever conveniently possible, be granted the vacation period preferred by the employee. Preference in choice of vacation dates shall be determined by seniority of service with the Board. The granting of all vacations shall be at the discretion of and subject to the approval of the appropriate Official or Department Head.

18.06 AU employees covered by this Agreement shall receive, on request, an advance payment covering their vacation pay, provided ten (10) working days' notice is given to the Board by the employee.

18.07 Effective February 26, 1993, an employee who entered the Board's employment with service from another Board of Education (under the Education Act, 1974), a public University, a College of Applied Arts and Technology or a municipal government or any other organization acceptable to the Director of Education, shall be credited, for the purpose of vacation entitlements, with that previous total service.

18.08 If an employee who would normally be eligible for benefits provided by the Sick Leave Credit 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 Credit and Gratuity Plan including the provisions for Special and Miscellaneous Leave.

18.09 Occasional employees who become probationary employees shall be entitled, as of June **30th**, in their first vacation year after becoming a probationary employee, to a proportionate vacation with pay for each complete month of service as a probationary employee.

For continuous service immediately preceding this change in status, employees shall receive an additional **5/12** day's vacation for each complete month of service in their **first** vacation year.

The combined vacation entitlement will be calculated upward to the next nearest day.

ARTICLE 19 - GENERAL CONDITIONS

19.01 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so requires.

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

employer.

19.03 The Board will give a copy of this Agreement, and a copy of each fringe benefit plan, forming part of this Agreement, which changed during the course of these negotiations, to each employee as soon as possible but not later than seventy-five (75) days after the Agreement is signed. New employees **will** be given a copy of the Agreement and a copy of each fringe benefits plan, forming part of this Agreement, when they commence their employment.

Notwithstanding the foregoing, the Board shall supply the Union with **fifteen (15)** copies of the Collective Agreement within thirty (30) days of ratification.

19.04 The following is the procedure to be used **in** placing **staff** on the salary schedule as a result of a Board job evaluation.

A Job Evaluation - Employee's Request

If an employee requests a job evaluation and it is determined that:

- (a) the position should be reclassified upwards, the action taken will be the same as a 'job regrade'.
- (b) the position should be reclassified downwards, the action will be to immediately reduce the salary of the employee to the maximum of the proper grade.
- (c) the effective date of changes in salary that are a result of a job evaluation requested by an employee

shall be ninety (90) days following the date of that employee's request for a job evaluation or the day following Board approval whichever comes first.

- (d) an employee shall return the completed job evaluation form to the Human Resources Division within ten (10) working days or withdraw, in writing, the request for a job evaluation.

B. Job Evaluation - Management Request

If an employee has his/her job evaluated because of a management request and it is determined that:

- (a) the position should be reclassified upwards, the action taken will be the same as a 'job regrade'.
- (b) the position should be reclassified downwards, the action taken will be to immediately "grandfather" the salary of the employee.
- (c) the Union shall be advised of the proposed recommendation.

19.05 A Labour Management Co-operation Committee shall be established with no more than four representatives of the Union to consider matters of mutual interest.

19.06 In the event that the Board establishes a Board-employee committee to review non-teaching employee pension plans, a representative of the Union shall be appointed to the committee.

19.07 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 as far as they are consistent with this Agreement, but may be modified by agreement between the Board and the Union.

19.08 The Union agrees with the Board that the Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Board without the prior permission of the Board except as agreed to elsewhere in this Agreement.

19.09 Whenever the duties and responsibilities of an employee's classification are changed, the employee and the Union shall be advised of the change and the reasons for it, so that he/she will understand the change.

19.10 AU Letters of Understanding between the Board and the Union shall form part of this Collective Agreement.

19.11 All work shall be performed according to the provisions of the Occupational Health and Safety Act of Ontario, as amended from time **to** time. A safety committee shall be established in accordance with the above Act in co-operation with and participation of the Union. Nothing in the above shall prevent the Union **from** bringing matters relating to health and safety directly to the appropriate Department Heads or from exercising **any** option available to them under the Occupational Health and Safety Act of Ontario, as amended **from** time to time.

ARTICLE 20 - OTHER BENEFITS

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

Effective January **1, 1991** the Board shall pay one hundred (**100**) percent of the premium cost.

20.02 If approved by the underwriters and if there is no increase in premium to the Board, an employee who retires from the Board prior **to** age **65** may retain membership in the Extended Health Care, Semi-Private and Dental Group Benefit **Plans** to which an employee belongs at the time of retirement until attaining the age of **65** years. The retired employee must pay the **full** premium cost, in advance on an annual, semi-annual or quarterly basis, at the employee's choice, to maintain the employee's participation and coverage under the group contracts.

20.03 The Pension Schemes at present in force shall be continued.

20.04 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 Extended Health Care Plan or equivalent 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) Effective July 1, 1986, hearing aids up to a maximum of five hundred (\$500.00) dollars per person per ~~three~~ year period.

(c) out-of-province coverage.

20.05 The Board shall provide a **Dental** Health Plan for employees. Effective June 1, 1990, permanent and probationary 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.

20.06 The Group Life Insurance Plan at present in force shall be continued. Effective June **1, 1990** the Board shall pay the full premium cost of the **first** thirty thousand (**\$30,000.**) dollars of coverage (minimum level 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.

20.07 The Long Term Disability Plan at present in force shall be continued and effective March **1, 1989**, the Board shall pay one-hundred percent (**100%**) of the premium cost.

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".

When the Board, upon the recommendation of a Board appointed physician, considers an employee on Long Term Disability to be fit to return to employment, the employee will be offered a position comparable to the employee's previous position provided such position is available and the employee is able to perform the full duties of the position. If such a position is not available or if the employee is no longer able to perform the full duties of the position, the Board will offer to the employee an available alternative position, covered by this Agreement, the **full** duties of which the employee is deemed fit to perform, at a rate of pay applicable to such position. Any placement made pursuant to this Article shall be made without regard to relative seniority standing of the employee and shall require the agreement of the Union to waive posting of the position.

20.08 Effective December 1, 1985, employees in receipt of L.T.D. Benefits from the Board's Long-Term Disability Plan shall continue to be eligible to participate in the Board's Extended Health Care, Semi Private and Dental Plans that apply to other members of the Union.

The premium share ratios and eligible benefit coverage will be in accordance with the current collective agreement **and** the employees affected shall be responsible for the payment to the Board of the employee share of any premium for any of the above plans.

20.09 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.

20.10 All employees covered by this Agreement who are **authorized to** use their cars on Board business, except between two (2) locations on adjacent properties, shall receive the following travel allowance:

Effective January 1, 1991: forty-five (45) cents per kilometre necessarily travelled on such business subject to a minimum payment of seven (7) kilometres for any single or round trip as the case may be.

20.11 The privilege of **free** parking presently enjoyed by employees covered by this Agreement shall continue until the Board adopts a new policy that will govern all persons employed by the Board.

20.12 When an employee takes an educational course as a result of a request by the Board, the employee shall be compensated for the tuition fee charged for the course. Textbooks, material fees and lab fees, **if** any, required for the course will be paid by the Board provided the employee supplies the Board with acceptable written documentation from the learning institution indicating that these expenses are required for the course.

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 and a **fifty (50)** percent reimbursement of text books, materiel fees and lab fees provided the employee completes the course and receives the necessary passing mark. This provision shall apply to all courses approved after January **26, 1989**.

20.13 The Board shall supply annually to **all** warehouse employees and the **Dundas** Warehouse Attendant a suitable uniform. The style, colour, material and quantity shall be determined by the Board in consultation with the Union.

Warehouse employees may elect to receive a jacket of approximate equal value in lieu of issue uniforms.

Upon presentation of a receipted invoice, the Board will pay, once a year, up to seventy-one (**\$71.00**) dollars towards the purchase of **safety** shoes or safety boots and the **difference** between the cost of regular and safety glasses for all warehouse employees, the Grade V Tool Boom Attendant, the **Dundas** Warehouse Attendant and Instructional Media Services Equipment support **staff**, Clerks of Works, and Draftsperson Inspector, and employees must wear safety footwear at a work location requiring same.

An amount of forty-eight (**\$48.00**) dollars per person every two (**2**) years shall be provided to the Chief **Draftsperson** and Draftspersons towards the purchase of safety shoes or safety boots and all employees must **wear** them while visiting a construction site.

The safety footwear must be **CSA** approved, have a metal

toe and have a sole or metal insole that will protect the employee's feet **against** injury due to puncture by a sharp object.

The Board shall provide protective clothing to the printing room **staff**.

20.14 The Board will provide the Union with data on the number of employees and the placement on the salary schedule by female/male breakdown.

20.15 In consideration of the continuation of the improved benefits package, the Union, on behalf of the employees, releases the Board from any obligation it might have hereafter to pay 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 part of the cost of benefits.

ARTICLE 21 - PAYMENT OF WAGES

21.01 The Board shall pay salaries, including overtime payments, once every two weeks on Fridays, in accordance with the rates shown on Appendix "C" attached hereto and forming part of this Agreement.

Employees shall have **his/her bi-weekly** salary directly deposited to an account of his/her choice at a bank, trust company or m-edit union effective April **25, 1997**.


ARTICLE 22 - TERM OF AGREEMENT

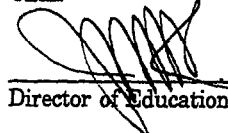
22.01 This Agreement shall be in force from ~~April 1, 1996~~ to August 31, 1998, and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days, before the date of its termination, either party shall furnish the other with notice of termination ~~of/or~~ 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.

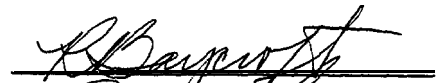
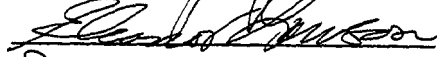
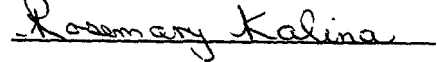
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of this 26th day of February 1998

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

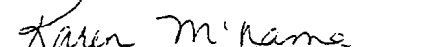

Chair


Director of Education

LOCAL 1325
CANADIAN UNION OF PUBLIC EMPLOYEES

CANADIAN UNION OF PUBLIC EMPLOYEES



APPENDIX "A"

PART

Clerks of Works
Chief Draftsperson
Draftspersons/Drafting Technician
Specification Writer

Receiver - Purchasing and Warehousing Department
Supply Clerks

Systems Analyst - Senior
Systems Analyst - Intermediate
Systems Analyst - Junior

Programmer Analyst
Data Administrator

Programmer - Senior
Programmer - Intermediate
Programmer - Junior
Microcomputer Support Specialist - Grade 6

Librarian (L)
Librarian (M)
Librarian (N)

Instructional Media Services Technician

Curator

Editorial Assistant, Info. and Pub. - Grade 5

School Community Advisors

Sports **Organizer** - Grade 6

Supervised Alternative Learning for Excused Pupils
(**S.A.L.E.P.**)Workers

PART I

Secretary to:

- Superintendent of Maintenance and Construction
- Superintendent of Plant Operations
- Superintendent - Personnel Services
- Superintendent - Elementary **Staffing**
- Superintendent - Secondary Staffing
- Superintendent - **Staff** Development
- Superintendent - Negotiations
- Negotiations Department
- Administrator of School Food Services
- Manager, Staff Relations and Establishment
- Manager, Salary and Benefits Administration
- Executive Assistant to Director of Education

Pension Specialist, Salary and Benefits Administration

- * Negotiations Department positions that deal with confidential matters relating to labour relations.
- * Newly created positions in the Negotiations Department that deal with confidential matters relating to labour relations will be discussed with the Union before the positions are filled.

If the parties cannot agree that these positions deal with confidential labour relations matters the matter may be referred, by either party, to an examiner employed by the Ministry of Labour. The parties may choose not to refer the matter to the Ministry of Labour and resolve their differences through the grievance procedure commencing at Step 3 of the Grievance Procedure.

APPENDIX "B"

<u>Stewards' Schedule</u>	<u>Stewards</u>
Chief Steward	1
Assistant Chief Steward	1
<u>Department</u>	
Accounting	1
Administrative Services	1
Computer Services	1
Curriculum and Program	2
Design Services	1
Education Offices (includes S.A.L.E.P. Workers, School Community Advisors)	1
Instructional Media Services (Education Centre)	1
Instructional Media Services (Technicians outside of Education Centre)	1
Library Services (Education Centre)	1
Library Services (Lakeview)	1
Maintenance and Construction	1
Human Resources Division (includes Executive Offices)	1
Plant Operations	1
Purchasing and Supplies (Education Centre)	1
Purchasing and Supplies (Supply Building)	1
Student Support Services (Education Centre and Education Offices)	<u>1</u>
TOTAL	<u>19</u>

APPENDIX "C"

1992/1993 ANNUAL RATES
C.U.P.E. LOCAL 1325 - FEMALE JOB CLASSES

SALARY LEVEL	JAN. 1/92 12 MOS.	JAN. 1/93 12 MOS.	JAN. 1/92 10 MOS.	JAN. 1/93 10 MOS.
D	23,617	24,326	19,984	20,584
	25,838	26,613	21,863	22,519
	28,095	28,938	23,773	24,486
E	24,539	25,275	20,764	21,387
	26,873	27,679	22,739	23,421
	29,224	30,101	24,728	25,470
F	25,517	26,283	21,591	22,239
	27,963	28,802	23,661	24,371
	30,373	31,284	25,700	26,471
G	26,534	27,330	22,452	23,125
	29,055	29,927	24,585	25,323
	31,595	32,543	26,734	27,536
H	28,114	28,957	23,789	24,502
	30,805	31,729	26,066	26,848
	33,477	34,481	28,327	29,176
I	29,638	30,527	25,078	25,831
	32,461	33,435	27,467	28,291
	35,284	36,343	29,856	30,752
J	31,652	32,602	26,782	27,586
	34,682	35,722	29,346	30,226
	37,693	38,824	31,894	32,851
K	33,684	34,695	28,502	29,357
	36,902	38,009	31,225	32,161
	40,101	41,304	33,932	34,950

L	36,902	38,009	31,225	32,161
	40,590	41,808	34,345	35,376
	44,298	45,627	37,483	38,607
M	40,590	41,808	34,345	35,376
	44,674	46,014	37,801	38,935
	48,720	50,182	41,225	42,462
N	44,674	46,014	37,801	38,935
	49,134	50,608	41,575	42,822
	53,594	55,202	45,349	46,709

APPENDIX "C" - CONTINUED

1992/1993 ANNUAL RATES
For Positions on Grid Compression

These rates apply to the following job **classifications**:

- 1) Male Job Class
- 2) Gender Neutral Job Class
- 3) Female Job Class not subject to Pay Equity Adjustment.

POSITION	JAN. 1/92 12 MOS.	JAN. 1/93 12 MOS.	JAN. 1/92 10 MOS.	JAN. 1/93 10 MOS.
Purchasing & Supplies Supply Clerk	29,485 31,433 32,637	30,370 32,376 33,616	24,949 26,597 27,615	25,697 27,395 28,443
Receiver	31,797 34,172 36,899	32,751 35,197 38,006	29,906 28,915 31,222	30,803 29,782 32,159
School Community Advisor & S.A.L.E.P.			28,612 34,243 39,879	29,470 35,270 41,075
Grade I	20,212 21,511 22,156	20,818 22,156 22,821	17,102 18,201 18,748	17,615 18,747 19,310
Grade II	22,156 23,457 24,753	22,821 24,161 25,496	18,748 19,848 20,945	19,310 20,443 21,573
Grade III	24,598 25,903 27,852	25,336 26,680 28,688	20,814 21,918 23,567	21,438 22,576 24,274

Grade IV	27,538	28,364	23,302	23,838
	29,485	30,370	24,949	25,697
	31,433	32,376	26,597	27,395
Grade V	31,215	32,151	26,413	27,205
	33,162	34,157	28,060	28,902
	35,535	36,601	30,068	30,970
Grade VI	33,675	34,685	28,494	29,349
	36,062	37,144	30,515	31,430
	40,147	41,351	33,970	34,989
Grade VII	38,435	39,588	32,522	33,498
	41,160	42,395	34,827	35,872
	43,887	45,204	37,136	38,250

APPENDIX "C" - CONTINUED

1992/1993 ANNUAL RATES OF PAY
Male and Gender Neutral Positions
(Non-Compressed Grids)

POSITION	JAN. 1/92 12 MOS.	JAN. 1/93 12 MOS.	JAN. 1/92 10 MOS.	JAN. 1/93 10 MOS.
Draftsperson/ Drafting Technician	33,675	34,685	28,494	29,349
	35,647	36,716	30,164	31,069
	37,619	38,748	31,831	32,786
	39,592	40,780	33,501	34,506
	41,564	42,811	35,169	36,224
	43,535	44,841	36,837	37,942
	45,507	46,872	38,507	39,662
	47,478	48,902	40,173	41,378
49,456	50,940	41,848	43,103	
Drafts/Drafts Inspector	42,062	43,324	35,591	36,659
	43,774	45,087	37,040	38,151
	45,575	46,942	38,564	39,721
	47,462	48,886	40,161	41,366
	49,456	50,940	41,848	43,103
Clerk of Works	43,901	45,218	37,147	38,261
	45,701	47,072	38,670	39,830
	47,592	49,020	40,270	41,478
	49,580	51,067	41,952	43,211
	51,665	53,215	43,716	45,027
SenioDraftsperson	47,717	49,149	40,376	41,587
	49,705	51,196	42,058	43,320
	51,791	53,345	43,823	45,138
	53,974	55,593	45,670	47,040

Chief Draftsperson	52,044	53,605	44,037	45,358
Specification Writer	54,226	55,853	45,883	47,259
Statistician and Site:Co-ordinator	56,524	58,220	47,828	49,263
Quality Control Officer	58,936	60,704	49,868	51,364
Computer Services	34,516	35,551	29,206	30,082
Programmer	35,858	36,934	30,342	31,252
Intermediate	37,271	38,389	31,537	32,483
	38,751	39,914	32,789	33,773
	40,301	41,510	34,100	35,123
	41,935	43,193	35,484	36,549
	43,648	44,957	36,933	38,041
	45,451	46,815	38,458	39,612
	47,339	48,759	40,056	41,258
Systems Analyst Junior	37,520	38,646	31,748	32,700
	38,998	40,168	32,998	33,988
	40,551	41,768	34,312	35,341
	42,186	43,452	35,696	36,767
	43,901	45,218	37,147	38,261
	45,701	47,072	38,670	39,830
	47,592	49,020	40,270	41,478
	49,580	51,067	41,952	43,211
	51,665	53,215	43,716	45,027
Programmer Senior	40,676	41,896	34,417	35,450
	42,317	43,587	35,806	36,880
	44,022	45,343	37,250	38,368
	45,827	47,202	38,776	39,939
	47,717	49,149	40,376	41,587
	49,705	51,196	42,058	43,320
	51,791	53,345	43,823	45,138
	53,974	55,593	45,670	47,040

Systems Analyst	44,399	45,731	37,568	38,695
Intermediate	46,203	41,589	39,095	40,268
Co-ordinator	48,092	49,535	40,693	41,914
Computer Services	50,082	51,584	42,377	43,648
	52,170	53,735	44,144	45,468
	54,350	55,981	45,988	47,368
	56,652	58,352	47,936	49,374
	59,059	60,831	49,974	51,473
	61,593	63,441	52,117	53,681
Systems Analyst	52,296	53,865	44,251	45,579
Senior	54,474	56,108	46,094	47,477
	56,777	58,480	48,042	49,483
	59,186	60,962	50,081	51,583
	61,717	63,569	52,222	53,789
	64,381	66,312	54,477	56,111
	67,170	69,185	56,836	58,541
	70,106	72,209	59,321	61,101

NOTE: Full-time employees who change to half-time shall receive pro-rata salaries.

APPENDIX "C" (Continued)

Recruitment: **An** employee shall be engaged at the minimum salary of the grade of the vacant position unless special experience or training warrants a higher salary, provided the higher salary does not exceed the maximum of the grade.

Promotion or Demotion: Each employee who is promoted to a higher grade **and/or** position will receive immediately a salary increase equal to one increment of the higher grade or **an** amount equal to the difference between his/her existing salary and the minimum of the grade to which he/she is transferred, whichever is the greater. **This** increase shall be in addition to any normal increment to which the employee is entitled.

When the date of a promotion or a schedule change coincides with the date of the annual increment, the salary adjustment for the promotion or schedule change shall be made first and be followed by the normal increment, provided the new salary does not exceed the maximum for the grade.

Job Reclassification: Employees whose positions are reclassified upwards without any material change in responsibility will be placed at the point in the schedule to which their experience with the Board entitles them. The salaries will remain in the same relative position as within the former salary range but at no time shall the new salary exceed the maximum of the grade.

Regrade: Employees whose positions are reclassified upwards because of a material change in responsibility will

receive immediately a salary increase equal to two increments of the higher grade or an amount equal to the difference between their existing salary and the minimum of the grade to which they are regraded, whichever is the greater.

Increment: Increments, where applicable, shall be paid January 1st each year. New employees who have started prior to September 15th, will be eligible for the annual increment. Persons starting on or after September 15th will not normally be eligible for an increment on January 1st of the following year.

Replacement Allowance: When an employee is assigned to replace another employee of a higher classification for a period in excess of five (5) consecutive working days or more, including vacation, he/she shall receive a replacement allowance equal to the last increment of his/her classification, pro-rated for the period of replacement.

However, if it is to the employee's advantage, the Board will pay the minimum of the classification of the employee who is being replaced.

In no event shall the maximum rate of pay for the classification to which the employee is assigned be exceeded.

The payment of the replacement allowance shall commence following the five consecutive working days qualifying period but it will be retroactive to the date the assignment commenced.

APPENDIX "D"

LETTER OF UNDERSTANDING

Between

The Board of Education
for the City of Toronto

and

Canadian Union of Public Employees
Local 1325

The following is the position of the Board of Education for the City of Toronto and Local 1325 of the Canadian Union of Public Employees with respect to the interpretation or intent as they apply to the 1992-1993 Union Agreement.

Article 3 - Recognition

Clause 3.01 - If the common practice of the Ontario Labour Relations Board regarding exclusions of "employees working 24 hours/week or less" is changed (to, for example "employees working 50% of the normal work week or less") the Board will alter its recognition clause accordingly with the reservation that any employees affected by this change will not have their benefits or wages changed except through negotiations.

The Board and the Union agree that if, as a result of a job evaluation, a position is reclassified upwards beyond the occupational classifications described in Article 3.01, that position shall continue to be considered to fall within the

scope of C.U.P.E., Local 1325 until (1) either party applies to the Ontario Labour Relations Board for exclusion of that position **from** the bargaining unit **and** a decision is made by the Ontario Labour Relations Board or alternatively (2) either party refers the issue to arbitration and a decision is made by an Arbitration Board.

Article 12 - Grievance Procedure

Clause 12.02 - Step 2 - The Department Head for the purposes of **this** Article, **which** may need clarification, is as follows:

Susan Cook - Human Resources Division

Article 14 - Hours of Work and Overtime

Clause 14.01 - **Summer** hours for July and August, **1992** and **1993** shall be implemented in accordance with Appendix "F".

Article 15 - Leave of Absence

The Board will convene a meeting with the appropriate Board **staff** and representatives of the Union to discuss leaves of absences.

Article 16 - Union Security

T4 Slips - It is **mutually** agreed that at the end of the calendar year, the Board shall show on the **T4** slip of each employee the total amount of Union dues paid during the previous twelve (**12**) months.

Article 17 - Paid Holidays

17.01 The Board shall declare one additional paid holiday in each calendar year on the understanding that the Board will not grant **any** additional paid holiday during the term of the agreement except as provided by Article **17.01**.

Article 20 - Other Benefits

The Board and the Union shall continue the discussion pertaining to the non-teaching pension plan which commenced in **1979**, until the information on possible pension improvements including the costing of these improvements has been determined and the committee discusses possible ways in which said plan may be improved.

The Board agrees to participate in discussions with other school boards in Metropolitan Toronto with respect to the **OMERS** Supplementary Plan III and also use its best efforts to initiate these discussions.

20.01 & 20.04 - 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.

Ontario Health Insurance Plan

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

premium payment system, it is understood and agreed that all **O.H.I.P.** provisions, removed as a result of employer payroll tax funding, will be, returned to the collective agreement.

Article 20.05 - Dental Plan - The Dental Plan will be the Confederation Life Dental Plan.

Same Sex Spousal Benefits

The Board shall convene a meeting during the term of the Agreement to discuss the inclusion of provision of same sex **spousal** coverage for Hospital/Medical and Dental **Plan 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.

Joint Committee - Guidelines for Video/Display Corn-outer Terminals - A joint committee shall be established comprised of three Union and three management representatives to be appointed by the respective parties.

The purpose of this committee is to make recommendations to the Director of Education respecting the guidelines for the introduction and subsequent monitoring of video display/computer terminals for use in the business offices of the Board by clerical/secretarial staff who are members of the Union. The report of the committee is to be made within six months of the last date of ratification of the terms of settlement.

The joint committee will also discuss the matter of individual work measurement/electronic monitoring of

employee work performance in connection with the use of Video Display/Computer Terminals.

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:

HOURLYPAD Employees

straight time Basic hourly rate x
yearly straight time hours of work x A
12

where A is calculated as follows:

A = C.P.I. for each calendar month - C.P.I. December 1992 - 0.0325
C.P.I. December 1992

WEEKLY Paid Employees

Weekly Basic **salary** x number of scheduled weeks to be worked in the calendar year $\times A$
12

where A is calculated as follows:

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

ANNUAL **SALARY** paid employees

Annual Basic Salary x 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, emend 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.

Appendix "A" - Union Members

It is further understood that employees of the Human Resources Division, Administrative Services Department and Executive Offices, who are members of the Union, are reminded that all information they acquire concerning personnel activities or operations is confidential and that any failure on their part to keep these matters confidential may be just cause for disciplinary action.

Personnel Policies Manual

The Board will prepare a Manual of Personnel Policies for distribution to members of the Union Executive and to Union Stewards. The Board will consult with the Union with respect to the contents of the manual prior to distribution.

Re: 10-Month Employment

It is agreed that the Board will hire, promote and on a voluntary basis, transfer employees into certain positions that will be considered "10 month employment". As such these positions shall include the School Community Advisors and Supervised Alternative Learning for Excused Pupils (S.A.L.E.P.) Workers shall be subject to the Union Agreement with the following special conditions:

1. Recognition - Those employees occupying "10 month positions", shall be considered members of the Union in

accordance with Article 3 of the Local 1325 Union Agreement.

2. Cumulative Sick Leave - The sick leave will be calculated at 2 days per month as per the Sick Leave Plan, i.e. 20 days per year.

3. Salaries - Annual salaries will be pro-rated at 44/52 of the listed salaries as indicated in Appendix "C" of the CUPE Local 1325 Union Agreement.

Where the Board and employee agree to a transfer from 12-month employment to 10-month employment, the employee shall, at the time of the change, have the option to continue to be paid on a 26 pay a year basis or be paid every two weeks while working.

New employees may elect, at time of hire, to be paid on a 26 pay a year basis or to be paid every two weeks while working.

Present employees who are being paid every two weeks while working may elect to be paid on a 26 pay a year basis provided the Board is advised in writing of their desire to change prior to July 1, 1984.

If a ten-month employee requests a copy of his/her Record of Employment Form, the Board shall provide it within five (5) days of his/her last date of employment.

4. Vacations - The annual salary shall be established on a basis that reflects the fact that the employees involved receive 3 weeks' annual vacation entitlements with pay as indicated in Article 18. The vacation entitlements for those

persons with 9 years' service or greater will be as follows:

Effective **1989**:

An additional one week's pay **after** 9 years of service in the calendar year.

An additional *one week's* pay **after** 17 years of service in the calendar year.

An additional one days pay after **23** years of service in the calendar year.

An additional one day's pay **after** 24 years of service in the calendar year.

An additional **three (3)** day's pay after **25** years of service in the calendar year.

The Christmas and mid-Winter breaks when not worked are **paid** for and shall be considered part of the annual vacation entitlement.

5. Work Year - The normal work year shall be the school year as provided in the Education Act, as amended from time to time, with a minimum of **41** weeks' service excluding vacations.

Employees who work before or after the school year **shall be** paid the *respective* daily *rate* **which** includes vacation **pay**.

6. Fringe Benefits - The fringe benefits as outlined in **CUPE Local 1325** Collective Agreement shall remain

unchanged.

7. Paid Holidays - ~~The~~ annual salary, as outlined in part 3 includes payment for the following paid holidays:

Christmas Day	Queen's Birthday
Boxing Day	Canada Day
New Years' Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day

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.

When Good Friday or Easter Monday falls within the Winter holiday period, another day shall not be declared for either day as a Paid Holiday.

The Board shall declare one additional paid holiday in each calendar year on the understanding that the Board will not grant any additional paid holiday during the term of the agreement, except as provided by Article 17.01.

8. Reverting to a 1a-month Position - If an employee wishes ~~to~~ revert to his/her previously occupied "~~12-month~~ position" he/she may do so ~~with~~ the following understanding:

- (a) An appropriate vacancy exists.
- (b) The transfer shall take place in September.

The above does not apply to promotions or ~~staff changes~~ in

which case Article 9.01 of the Collective Agreement shall apply. In the event of a promotion or a transfer to a 12-month position that takes effect any time other than September, the employee shall consider that the month earned and the vacation taken (Christmas and mid-term) is full vacation credit to the date of transfer.

These working conditions may be altered where mutually agreeable to the Union and the Board.

Re: Part-Time Employment

As a result of the decisions of the Board on August 30, 1973 and February 10, 1977, it is agreed that the Board proceed with the voluntary change of status of individual full-time employees to part-time employees. As such these positions shall be subject to the Union Agreement with the following special conditions:

1. Recognition - Those employees occupying "part-time positions" shall be considered members of the Union in accordance with Article 3 of the Local 1325 Union Agreement.

2. The following changes in benefits will result:

EHC - pro-rated - employee pays the balance

Dental Plan - pro-rated - employee pays the balance

Semi-Private - pro-rated - employee pays the balance

Sick Leave Credits - The existing bank to remain for use (less an adjustment for the current year).

Future entitlements - will be pro-rated.

Vacation - pro-rated.

Group Insurance - pro-rated - employee pays the balance.

Retroactivity

Retroactive wage and overtime payments will be made to all bargaining unit employees on staff on the date of ratification by the Union and to former bargaining unit employees who have retired or resigned during the period **January 1, 1992** to date of ratification by the Union and to the estate of those who died between said dates. Union dues shall be deducted **from** retroactive pay.

School Community Advisors

1. The following Articles of the Agreement shall not apply to School Community Advisors:

14.01 14.07
14.05 14.08
14.06

2. The normal working hours for the above employees shall be **35** hours per week.

3. Upon reasonable notice, a compensatory time off shall be **granted** at a time mutually agreeable to an employee and the employee's immediate supervisor for all work performed outside of the normal working hours.

4. Allowances - Group A - Eligible employees may

receive up to a maximum of two of the following allowances:

- (a) A **first** allowance of **\$900** (and piercing the **maximum** where applicable) for the equivalent of one year's study, successfully completed, in addition to the General Bachelor's Degree.
- (b) A second allowance of **\$400** above step (and piercing the maximum where applicable) for the equivalent of a **further** year's study, **successfully** completed, in addition to the requirements for the **first** allowance.

A year's study shall be **defined** as an Interim or Permanent Teacher's **Certificate** or one **(1)** full year of University study (as **defined** in an accredited university calendar). The same qualifications cannot be used twice **to** qualify for allowances.

Payment of allowances for School Community Advisors are payable effective the **first** pay period following receipt of documentation that proves to be satisfactory.

5. Placement on Schedule for School Community Advisors - School Community Advisors hired with a general bachelors degree will be placed no lower than at the Increment 2 level of the salary schedule.

6. Immediate Supervisor - The School Community Advisors' immediate supervisor is the School Superintendent.

Supervised Alternative Learning For Excused Pupils
(S.A.L.E.P.) Workers

1. The following Articles of the Agreement shall not apply to S.A.L.E.P. Workers:

14.01	14.07
14.05	14.08
14.06	

2. The normal working hours for the above employees shall be 35 hours per week.

3. Upon reasonable notice, compensatory time off shall be granted at a time mutually agreeable to an employee and the employee's immediate supervisor for all **authorized** work performed outside of the normal working hours.

Benefits Booklet

Within 60 days **from** ratification the Board will provide the Union with a detailed booklet setting out comprehensive information relating to the Board's master plans covering the insured benefits set out in the clauses 20.04, 20.05, 20.06 and 20.12 of the agreement. It is understood that the foregoing will not prejudice the Union's right to obtain copies of the Board's master insurance plans by whatever legal avenues may be available.

Self-Funded Leave Plan

The Board and the Union agree to meet to discuss details of a self-funded leave plan which would provide that leaves may be taken only in the fifth year of the Plan. These

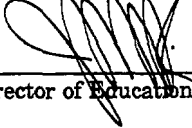
discussions shall be completed no later than March 31, 1993.

Tool Crib Attendant

The Board and the Union agree to meet during the term of this Agreement to discuss whether or not the position of Tool Crib Attendant, currently a Schedule III position, (Group 4 I A), falls within the scope of Article 3.01.

IN WITNESS **WHEREOF** each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorised representatives as of this 26th day of February 1998

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO



Director of Education

LOCAL 1325
CANADIAN UNION OF PUBLIC EMPLOYEES



President

APPENDIX "E"

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 day's salary.

5. In the case of dispute with respect to any matter concerning the operation of the Plan the employee may request appearance before a Board-Staff Committee, with the right of appeal to the Board.

(This shall be interpreted to mean 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.

(The interpretation to be placed on **this** clause shall be viz: "That employees of the Toronto Board of Education 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 **re-instatement** is specifically prohibited by Statute. (Note Section 11 (b)).

Part III - Absence Due to Illness with Deductions From Credits

14. (a) Absence for illness of the employee for a period of five consecutive working days *or less* may be certified by the Official of the board in charge of the appropriate department.

(b) Absence for illness over five consecutive working days must be certified by a licensed medical practitioner or, if on account of acute **inflammatory** condition of the teeth or gums, **certified** by a **licentiate** of dental surgery or a **licentiate** of **chiropracty**. 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) annual salary x $\frac{1}{2}$

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

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

(b) annual salary x $\frac{1}{2}$

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**.

(The interpretation to be placed on this clause shall be viz: "That employees of the Toronto Board of Education employed prior to January **1, 1972**, have the option at 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 the 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, 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 organisation,
- (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.

case not more than two years immediately following the return of the Employee from leave, and, on **failure** to do so, to repay the Board such sums as were paid by the Board to or on behalf of the Employee with respect to such leave.

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

1. The Board hereby grants leave of absence **to** the Employee for the purpose of a Special Leave as indicated heretofore.

2. The Board agrees to pay to the Employee % 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 of time equal to twice the period of the approved leave, but in any case not more than two years immediately following the termination of the period of leave in accordance with the salary rates and working conditions then prevailing.

4. The Employee agrees **to** remain in such employment with the Board at the sole discretion of the Board for a period of time equal to twice the period of the approved leave, but in any case not more than two years **after** , 19 , unless the Board should terminate such employment as provided in clause 5 hereof.

5. In the event that during the period the Employee has contracted to remain in the employ of the Board (as

indicated in #3 above),

- (a) The Board should terminate the Employee's employment with the Board for cause; or
- (b) The employment with the Board is terminated by the Employee;

The Employee hereby covenants and agrees to repay to the Board that portion of the money paid by the Board with respect to such leave that the length of the contracted service that has not been rendered bears to the total time that the Employee has agreed to remain with the Board under the terms of this Agreement.

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

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

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

SIGNED, SEALED AND **DELIVERED**
in the presence of

Witness

Chair

Superintendent of
Personnel

Director of Education and
Secretary-Treasurer

Employee

APPENDIX "F"

Article 14 - Hours of Work & Overtime - Summer Hours

- (1) On Fridays in July and August (excluding the Friday prior to school opening) the normal hours of work will end at **12:35** p.m.
- (2) **There** will be no lunch period on these Fridays for employees who leave at **12:35** p.m.
- (3) The normal hours of work Monday to Thursday (in the week following the day **off**) will be increased by forty (**40**)* minutes each day by each department head and secondary school principal to compensate for the early closing on the previous Friday. On average, the total hours worked by employees each two week period will remain unchanged (**70** hours). The variations to the normal hours of work that are currently in effect may be continued, e.g., flex time.
- (4) During the summer hours, all divisions/departments/schools shall be staffed on the Friday afternoons by at least one senior and one junior staff member, except when the appropriate Principal Official/School Superintendent has **authorized** different arrangements.
- (5) Employees who are required to work between **12:35** p.m., and the regular closing hours on these Fridays will not receive additional pay either at their regular rate of pay or at overtime rates nor will they be required to increase their hours in the following week. Employees may, however, choose to work the

longer hours daily and receive straight time lieu time off (subject to approval in the following week (e.g., Monday **a.m.**).

- (6) When possible, supervisors will give a minimum of one week's notice to employees who will be required to remain on duty **after 12:35** p.m., on these Fridays. Operational requirements will indicate to supervisors those operations that **must be** served but at the same time, it is **recognized** that unforeseen operational requirements will be encountered from time to time. Supervisors will make every effort to **minimize** the number of employees who are required to deal with unforeseen operational difficulties.
- (7) When employees are absent with pay (e.g., sick leave, vacation, lieu time, etc.) on any of the Fridays in question, the absence will be considered as a full day's absence which will be indicated on the attendance record and, as a consequence, no make-up in the following week will be required.
- (8) When an employee is required to make up time and is prevented **from** doing so by absence during the following week, the employee **will** be required to make up such time at the earliest mutually agreeable date and prior to September **15** in any event.
- (9) Supervisors are reminded that employees (Monday to Thursday) must take a minimum of **30** minutes for lunch break (Employment Standards Act).
- (10) When a statutory holiday falls within the week (e.g.,

Civic Holiday) employees are still required to work a total of sixty three hours in the two week period (excludes the statutory holiday).

- (11) All departments and schools are to observe the above arrangements and no employees may opt out of the arrangement through their choice.
- (12) The above arrangements do not apply to the field **staff** of the Maintenance Department or the field staff of the Plant Operations Department for whom separate arrangements have been (will be) made.
*Forty-two (**42**) minutes for departments on flex time.

APPENDIX "G"

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 Pregnancy 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.**

APPENDIX "H"

Article 5 - No Discrimination

Race

Ancestry
Place of Origin
Colour
Ethnic Origin
Citizenship
Creed
Sex
Sexual Orientation

Age

Record of Offences
Marital Status
Family Status
Handicap

APPENDIX "I"

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 **enroled** prior to the commencement of the Infant Care/Child Care Leave.

- (ii) Experience 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 Care/Child 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/lay-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 a comparable job.

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.

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