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1992 - 1993

# COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

-and-

Local 1316

CANADIAN UNION OF PUBLIC EMPLOYEES

SEP 13 1993

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## TABLE OF CONTENTS

		<u>Page</u>
Article 1	<b>Definitions</b> .....	2
Article 2	Management's <b>Rights</b> .....	3
Article 3	Recognition .....	4
Article 4	<b>Strikes</b> and Lock-Outs .....	4
Article 5	No <b>Discrimination</b> .....	5
Article 6	<b>Communications</b> .....	5
Article 7	<b>Negotiating Committee</b> .....	6
Article 8	<b>seniority</b> .....	7
Article 9	Promotions <b>and Staff Changes</b> ....	12
Article 10	Personnel <b>Files</b> .....	15
Article 11	<b>Stewards</b> .....	16
Article 12	Grievance <b>Procedure</b> .....	17
Article 13	Management Grievances .....	21
Article 14	<b>Hours of Work</b> and Overtime .....	22
Article 15	Leave of <b>Absence</b> .....	23
Article 16	<b>Union Security</b> .....	28
Article 17	<b>Other Benefits</b> .....	29
Article 18	<b>General</b> Conditions .....	34
Article 19	Paid <b>Holidays</b> .....	36
Article 20	Vacation .....	38
Article 21	Payment of <b>Wages</b> .....	39
Article 22	Term of <b>Agreement</b> .....	40
Appendix "A"	<b>Rates of Pay</b> .....	42
Appendix "B"	<b>special Allowances</b> .....	46
Appendix "C"	<b>Letter of Understanding</b> .....	47
Appendix "D"	<b>Sick Leave Credit and</b> Gratuity Plan .....	58
Appendix "E"	Supplemental Unemployment Benefits ( <b>SUBPlan</b> ) .....	77
Appendix "F"	<b>Pregnancy Leave, Parental Leave</b> <b>and Infant Care/Child Care</b> Leave <b>Policy - Support Staff</b> .....	80
Index	.....	a5

THIS AGREEMENT made in triplicate this 28th  
day of July 1993

BETWEEN:

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

**PARTY OF THE FIRST PART**

**AND**

CANADIAN UNION OF **PUBLIC**  
**EMPLOYEES AND ITS LOCAL 1316**

**PARTY 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 or its Supervisory Personnel.
- (b) "Canadian Union" means Canadian Union of Public Employees.
- (c) "Union" means Local 1316 of the Canadian Union of Public Employees.
- (d) "Occasional employee" means an employee employed by the Board who works on a day-to-day or intermittent basis.
- (e) "Employee" or "employees" means any or all of the employees in the bargaining unit as provided in Clause 3.01 except where the context otherwise provides.
- (f) The Board will not hire "temporary employees".
- (g) Vacation year is the period of time commencing on July 1st and ending on June 30th of the following year.

**ARTICLE 2 - MANAGERIAL 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** and **the right to** manage its business and **direct its working forces, including but not** limited to:

- (a) The right to hire, **direct, classify and** determine duties of **all** positions and the right to **transfer,** promote, demote **and layoff** employees.
- (b) The right to transfer, demote, **suspend, discipline** or discharge **any employee** for just and reasonable **cause.**
- (c) **The** right 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.

**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.**

ART] 3 - COGNITION

3.01 The Board recognizes **Local 1316** of the **Canadian Union of Public Employees** as the exclusive **bargaining agent** for **all office and clerical employees** employed by the **Board** in its elementary **schools**, save and except supervisors, students, those above the **rank of supervisor** and persons covered by other collective agreements or **exclusions** thereto.

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 proviso 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**.

ARTICLE 4 - STRIKES AND LOCK-OUTS

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 and the Union agree that there **shall** be no

lockouts (within the meaning of the Labour Relations Act of Ontario) during the life of this Agreement.

4.03 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. This shall not be construed to prevent casual conversation pertaining to Union affairs.

#### ARTICLE 5 - NO DISCRIMINATION

5.01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in all matters relating to age, race, creed, colour, nationality, ancestry or place of origin, sex, lawful political affiliation, sexual orientation, nor by reason of an employee's rejection of sexual advances, nor by reason of any membership or non-membership or lawful activity in the Union or any other trade union.

#### ARTICLE 6 - COMMUNICATIONS

6.01 All official communications between the parties, arising out of the Agreement or incidental thereto, shall pass between the Superintendent. Negotiations of the Board and the Recording Secretary of the Union.

6.02 The Board will provide the Union, by the last Friday of the following month, with a list of the names of all employees covered by this Agreement who were hired or



whose employment ~~was~~ terminated during the previous month.

6.03 Twice yearly the Board ~~will~~ provide the Union with a list of transfers, promotions, lay-offs, terminations and leaves of absence which have occurred during the last six month period (i.e., January-June, July-December) that are known to the Human Resources Division.

6.04 The Union shall be provided with two (2) copies of the public agendas and public committee reports for meetings of the Board and Personnel and Organization Committee. The Union shall be provided with two (2) copies of the public Board Minutes.

#### ARTICLE 7 - NEGOTIATING COMMITTEE

7.01 For the purpose of negotiations between the parties the Board shall recognize a Negotiating Committee of the Union to be composed of not more than four (4) 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 recognized as having the right to advise and assist the Union Negotiating Committee and the right to speak, bargain and negotiate on their behalf.

7.04 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 No individual employee shall undertake to represent the Union at meetings with the Board without proper authorization of the Union.

#### ARTICLE 8 - SENIORITY

8.01 Except as provided in Clause 8.02 and 8.05, seniority shall be established on the basis of an employees' service with the Board following date of last hiring.

#### 8.02

- (a) Those employees who by the action of the Board's resolution of May 25, 1945, Appendix Page 154, were precluded from permanent appointment and who were appointed by resolution of the Board of November 10, 1966, to the permanent staff, will have seniority from the first date of continuous employment.
- (b) Placement on the seniority list for part-time employees certified by the decision of the Labour Relations Board dated June 6, 1977, shall be as follows:

employed ten (10) years or more - four (4) years will be credited.

employed seven (7) years to nine (9) ~~years~~ - three (3) years will be credited.

employed four (4) to six (6) ~~years~~ - two (2) years will be credited.

employed one (1) to three (3) ~~years~~ - one (1) year will be credited.

8.03 Employees' names and **classifications** shall appear on the seniority list in order of their respective dates of last hiring. Such list shall be updated in February of each year, and a copy shall be furnished to the Recording secretary of the Union.

8.04 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 five (5) working 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 shall be terminated.

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 five (5) months' service with the Board shall only be discharged for just cause.

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

- (a) If he/she resigns.
- (b) If he/she is discharged and not reinstated through the grievance procedure.
- (c) If he/she is laid off and fails to return to work after layoff within **ten (10) calendar days from the date** the letter is postmarked, 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) working** days where *circumstances* are within the employee's control either to attend work or, if possible, to notify the **Principal of the school** if it is not possible to attend work.
- (e) If he/she is laid off for more than eighteen (18) **continuous months**.

Seniority lost for reasons (c) and (e) will result in the employee reverting to **probationary status**.

**8.06** 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.

8.07

- (a) In the event of a **layoff**, the **Board** agrees that employees shall be **laid off** in the reverse order of their seniority **except** that an employee may be **retained** out of line of seniority where there is **no** other employee available who is qualified to **perform** the work of the junior employee. Employees **shall** be **recalled** in the order of their seniority, provided they **are qualified, and** have the ability **to** do the work available. Furthermore, the **Board** agrees that in recognition of the **similarity** between job duties of bargaining unit members, reasonable accommodation **shall** be **made for training** of the employee next in order of seniority prior to **retaining** an employee or **recalling** an employee **out** of line of seniority if lack of **familiarity** with specific technology is the only **reason** for **not** retaining or not recalling the employee **who** is **next** in order of seniority. The **time** frame for **such** training **shall** be in **accordance with** 18.08 (**maximum** 105 hours).

**No regular** employee covered by **this Agreement** shall be **laid off** while **occasional** employees **performing** work normally performed by members of **this bargaining unit** are still employed. **No new** employees **shall** be **hired until** those laid off, covered by **this Agreement**, have been given **the opportunity** of recall.

In the event of a **reduction** in the work force, the employees **shall** have the **right** to accept another **position offered** by the **Board** or accept a **layoff**, without **prejudice** to their **recall rights**.

In the event of a **layoff**, the Board *shall* notify the employees to be laid off, twenty-five (25) working days prior to the effective date of the **layoff**.

An employee who displaces an employee in a lower classification as a result of a **layoff** who is qualified to perform the necessary work *shall* for the balance of the school year continue to receive his/her **current** rate of pay. The appropriate **rate** of pay for the **classification** will be paid effective the first of the following school year.

- (b) In the event of a system wide **surplus** staff situation within the **bargaining** unit which **necessitates** a reduction in hours of **work**, the employee **immediately affected** may *elect* to:
- (i) accept the **reduced** hours of work, or
  - (ii) displace the most junior person in the **same** **classification** within the bargaining unit with **the same** hours of **work**, provided she/he is qualified to perform the duties of the displaced employee.

The junior employee thereby **displaced** *shall* be assigned to **the position** vacated by the **senior** employee and *shall* have his/her hours **reduced** accordingly.

*These moves shall* be considered as administrative transfer and not a lateral transfer as set out in Clause 9.03.

- (c) Employees displaced as a result of a **layoff shall** have **first** opportunity for an equivalent **position** which **becomes** available in the **area in** which they worked at the time of their **layoff**, until **such** time as they **are restored** to the original **area** in which they worked at the **time** of their **layoff** or worked at the time of lay off.

#### ARTICLE 9 - PROMOTIONS AND STAFF' CHANGES

9.01 When a **vacancy occurs** which the **Board** determines to fill, it shall be advertised **on** the **school office bulletin board** for a **minimum** of seven (7) **working** days in order **that** all persons **may** have knowledge of the position **and** the school 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 **seven (7) working** days.

Vacancies will not be advertised in the **months** of July **and** August (subject to **any** changes **in** the Education **Act**) **with** the exception of the week prior to school opening.

Notwithstanding the above, when a **vacancy** which is half-time or less **occurs** in a school where an **incumbent** part-time employee **in** that school is **qualified and willing** to **increase his/her** hours of work **so** as to fill the additional part-time (half-time or less) **vacancy**, **the** hours of work of the part-time **employee shall** be **increased** by the appropriate **number** of hours provided **the** Principal is in **agreement**; **the** requirement to **post** the half-time (or less) **vacancy** will thereby be waived.

**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. In **making** any selection under this article, the Board will consider education, knowledge, ability to perform the **normal** requirements of the job and **seniority** with the Board.

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 the request of the **Union**.

**All** selected **qualified** applicants for advertised positions shall be **personally** interviewed by the Principal or the Principal designate, if known, who will be **his/her** supervisor when **he/she** begins work in the school.

If one applicant is **tested for** a position, **all** applicants to be interviewed for **that** position will be given the same test(s). **All tests** will be administered by **the Human Resources Division**.

**All** applicants (successful and unsuccessful) shall be notified in **writing** by the **Human Resources Division**.

The **Union** shall be **notified** of the **successful** applicant of advertised positions.

**9.03** During **his/her** probationary period or for the twelve month period following a **lateral transfer**, an employee shall not be entitled to a further **lateral transfer**. This provision may be waived by mutual consent of the **Board**



and the **Union**

9.04 An appointment of an occasional to a vacancy shall not extend beyond June 30th in any year.

Retired employees who are recalled within one year of their retirement date to assume occasional clerical/secretarial duties in the classification they held immediately prior to retirement will be eligible to receive the same hourly rate of pay they received prior to retirement. They will be paid at the increment step they had attained prior to retirement in accordance with the current collective agreement. If the pre-retirement salary of the employee was a "grandparented" rate, the employee recalled for occasional work in the same classification they held immediately prior to retirement will receive an hourly rate of pay based on the **n o d** maximum of the range.

9.05 The selection and promotion of employees to positions outside the bargaining unit are not governed by this Agreement. In the event an employee accepts or has accepted any such positions, he/she shall retain his/her seniority rights the employee had at the time the position was accepted. If such employee is later returned to a position within the bargaining unit, he/she shall be placed in a job consistent with his/her qualifications and such seniority, provided that no employee in the bargaining unit shall be displaced or laid-off as a result of such placement.

9.06 Prior to the establishment of a new classification, the Board will examine all present classifications to see if the job properly fits any of them. If the job fits within the existing classifications, then the new job will be placed in the appropriate existing classification. If the job does not

fit any **existing** classification, the Board **will** submit to the **Union** seven (7) **working days** prior to **the** establishment of the new classification, a job description **and** its **proposed** rate of pay.

**9.07** An employee covered by this Agreement who, through advancing years or **disablement**, is unable to perform his/her **regular** duties may be **assigned** by mutual consent of the **Board** and the **Union** to alternative work, if available, without posting the position and without regard to his/her relative seniority **standing**. The employee **so** assigned **shall**, for promotion, be **junior** to those employees already in the classification to which he/she is assigned. **Such transfer shall not alter** the **bargaining** unit seniority of any employee.

**9.08** When an employee is laid **off** or recalled from any layoff out of line of seniority the **Union** shall be advised and given the **reasons**.

#### ARTICLE 10 - PERSONNEL FILES

10.01 In the event the Board **issues a written** warning to an employee to the **effect** that **his/her conduct** and/or work **performance 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 of the **report** and will also have **the** opportunity to **make a** written reply. **Such** reply **will** be filed with the report.

10.02 Upon suitable ~~notice~~ an employee shall have access to his/her ~~personnel~~ file. If he/she *disagrees* with the contents of his/her file, recourse *shall* be made through the ~~grievance~~ procedure.

10.03 An employee may request that ~~the~~ Board remove specific adverse reports ~~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 ~~reason~~ for the request. The letter of request *shall* not be ~~included~~ in the Personnel file.

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~~.

#### ARTICLE 11 - STEWARDS

11.01 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 one (1) ~~steward~~ for each area as determined by ~~the~~ Board, and not more than one per school, whose duties ~~shall~~ be to assist employees in preparing and presenting grievances in accordance with the ~~grievance~~ procedure. One (1) additional ~~steward~~ may be appointed or otherwise elected by the Union as Chief Steward. The Union ~~shall~~ notify the Board in writing of the name of each ~~steward~~ and the area

he/she represents and also the name of the Chief Steward before the Board shall be required to recognize such stewards.

**11.02** It is agreed that the Chief Steward plus any one of the other stewards or the Resident shall constitute the Grievance Committee of the Union so long as they remain employees or until their successors are chosen and the names of the successors are communicated to the Board.

**11.03** If proper discharge of a grievance responsibility requires the absence from work of a member of the Grievance Committee, 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 Principal. Such permission shall not be unreasonably withheld and such authorized absence shall be without loss of regular pay or seniority or other benefits. The Board may refuse to grant such permission at any time if the privilege of requesting time off for the aforesaid purpose is being abused.

When resuming his/her regular work the member of the Grievance Committee will report to his/her Principal or his/her delegate.

~ 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 Principal before the grievance procedure as herein provided is followed. The employee may request the presence of his/her steward

during the discussions.

12.02 Should a dispute (hereinafter called a "grievance") arise between the Board and any employee or the Union on behalf of an employee, regarding the interpretation, application or administration 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, an earnest effort shall be made to settle the grievance 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 consider the grievance to be justified, the employee and the steward shall first seek to settle the dispute with the employee's Principal.

**STEP 3**

Failing satisfactory settlement within three (3) working days after the dispute is submitted under Step 2, the employee and the steward shall submit to the appropriate official of the Board (or his/her designate) a written statement of the particulars of the grievance and the redress sought. The School Superintendent shall hold a meeting with the employee and the steward within five (5) working days after receipt of such notice and shall render a decision.

**STEP 4**

Failing satisfactory settlement after the grievance is submitted under Step 3, the Grievance Committee, after (7) working days, may submit to the Superintendent - Negotiations (or his/her designate) a written statement of the particulars of the grievance and the redress sought. A committee of three (3) Board Officials shall hold a meeting with the Grievance Committee within five (5) working days after receipt of such notice. This Committee composed of both the Grievance Committee and the Board's Committee shall endeavor to reach a mutually satisfactory settlement.

**STEP 5**

Failing agreement being reached in Step 4, application may be made to the Board, in writing, through the Superintendent of Administrative Services, five (5) working days prior to the next regular Board meeting, stating the grievance concerned and a hearing shall be granted at the next regular meeting of the Board or a Committee designated by the Board, following application.

**STEP 6**

Failing a satisfactory settlement within five (5) working days after the dispute is first discussed by the Board, or a Committee of the Board, the Union may refer the grievance to arbitration as provided in Clause 12.03 at any time within twenty-one (21) days thereafter but not later.

12.03 Arbitration shall be as provided in the current Labour Relations Act of Ontario. In arbitration proceedings, each party shall pay the expenses of its

appointee and the expenses and fees of the Chair shall be shared equally by the parties.

12.04 Where a grievance involving a question of general application or interpretation occurs, the Board or the Union on behalf of an employee may agree to by-pass Steps 1, 2, 3 and 4 of this Article.

12.05 Grievances settled satisfactorily in Steps 1, 2, 3, 4 or 5 within the time allowed shall date from the time the grievance was first brought to the attention of the Principal.

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

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

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

12.09 The Board and the Union agree to exchange copies of all letters, reports, written statements, charts or documents of any kind which will be presented to the Personnel and Organization Committee of the Board, with the exception of confidential documents. These materials are to be exchanged no later than forty-eight (48) hours prior to the commencement of the meeting of the Personnel and Organization Committee which will be reviewing the grievance.

12.10 **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.

12.11 **In the** case of an employee being discharged **he/she** may submit a grievance in writing in accordance with Step 3 of the grievance procedure **within** five (5) **working days** after his/her discharge.

12.12 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 4.

### 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 Clause 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** work hours for full-time employees covered by this **Agreement**, *shall* be thirty-five (35) hours per week, seven (7) hours per day (Monday to **Friday**), **broken** by one (1) unpaid **uninterrupted** scheduled hour for lunch. A half day shall constitute 3-1/2 hours per day (**morning or afternoon**).

**Those** employees, who as a **condition** of employment were employed for a **work** period of less than seven (7) hours per day or less than five (5) days per week, **shall** continue to do so and *shall* receive a pro-rated **salary** as indicated in Appendix A and **pro-rated** benefits.

**14.02** The **normal** work year *shall* be the school year as provided in The **Education Act** as amended from time to time.

In addition, **the** elementary school Administrative Assistant **shall** be required to **work** the week **prior** to school opening in September.

Clerical assistants may **work** the week **prior** to school opening in September when **mutually** agreeable between the Principal **and** the employee with **the prior approval** of the School Superintendent.

**14.03** Save as provided in Clause 14.04 hereof, employees who **work before or after** the school year *shall* be paid at regular rates of pay.

**14.04** Employees **working** in the month of August **shall** receive **their** pay for **this** week **on** the regularly **scheduled**

**pay day.**

**14.05** Employees **authorized** to work Monday to Friday inclusive, in **excess** of seven **(7) hours per day** *shall* be paid overtime at the rate **of** time and **one-half**

Employees authorized to **work** at their respective schools on Saturdays, Sundays and Paid **Holidays** as defined in **Clause 19.01 hereof**, shall be paid overtime at the rate **of** time **and one-half** for Saturdays and double time for Sundays and Paid **Holidays** and emergency call out on Saturdays.

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

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

**14.08** Except in **cases** of provable emergencies, **no** employee shall be **required** to **work** overtime **against** his/her wishes in **July** and **August** **when** other employees **are** available to perform the **required work**.

#### ARTICLE 15 - LEAVE OF ABSENCE

##### **15.01**

**(a)** The revised "**Sick Leave Credit and Gratuity Plan**"

including the provisions for "Special and Miscellaneous Leaves" at present in force **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**

- (b) The following **are** additions to the Sick Leave **Credit** and **Gratuity** Plan:
  - (i) "A licentiate of chiropractic may **certify illness** of over five (5) consecutive **working days**".
  - (ii) **Part II, #11 (d) Miscellaneous Leave - attending court, either as a person charged or as a party in any action in which the employee's presence is required by law.**

15.02 **For** the purpose of Article 15, "**Sick Leave Provisions**", the **interpretation** to be applied to the specified clauses of the "**Sick Leave Credit and Gratuity Plan**" **is as follows:**

Clause 5 - **Part 1 General**

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

Clause 9 - **Part 1 General**

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."

**Clause 25 - Part VII**

**Sick Leave Gratuities**

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."

**15.03** 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.

**15.04** The Board agrees to furnish to each employee information about employee benefits, forming part of this Agreement, which changed during negotiations, and upon written request to the Manager, Salary and Benefits Administration, the Board shall furnish employees with a replacement copy.

**15.05** 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 one (1) year. 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 first year** of such absence.

**15.06** Upon request, **the Board** shall grant leave of absence without loss of **sick leave credits** or seniority to employees elected or appointed to represent the **Union** at recognized conventions, seminars, or conferences. Such leave of absence with pay shall not exceed a total of twenty (20) working days in any one year, it being understood that no more than five (5) members of the **Union** shall be absent at any one time.

An additional leave of absence, without pay, up to twenty (20) working days in any one year, for the same purpose, may be granted by the Director of **Education** upon application.

It is further understood that the **Union** will make every effort to ensure that no more than one person from each school is absent at any one time.

Where possible requests from the **Union** for leave of absence to attend recognized Conventions, Seminars or conferences shall be submitted in writing to the **Superintendent** - Negotiations at least one (1) week prior to the date for which the approved leave of absence is being requested.

**15.07** To enable the **Union** to properly prepare for bargaining, each member of the **Negotiating Committee** is entitled to two (2) days per year, cumulative, for each year

of the ~~contract~~, prior to the negotiating process, without loss of pay or other benefits.

Where possible ~~requests from the Union~~ for leave of absence to prepare for ~~bargaining~~ shall be submitted in writing to the Superintendent. Negotiations at least one (1) week prior to the date for which the approved leave of absence is being requested.

15.08 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. Employees granted such leave shall retain the seniority which they had at the commencement of such leave but shall not accumulate additional seniority for leaves of absence in excess of fifty (50) days.

Where permitted by the benefit plans, employees on such leave shall have the option to continue the benefits and if the employees exercise this option they will be required to pay both the Board and the employee share of the premium cost.

15.09 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, and group life 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 "F" 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 the approval of Appendix "E" by the Canada Employment and Immigration Commission, whichever is later, who complies with the requirements of Appendix "E", shall be compensated in accordance with Appendix "E" for the two week waiting period for Unemployment Insurance benefits.

#### ARTICLE 16 - UNION SECURITY

16.01 Once each month the Board will deduct from the pay of each employee who is covered by this Agreement to whom any pay is due in that month and who has attained three month's service, an amount equal to his/her regular monthly Union dues or assessments, if any, which shall be levied on a uniform basis on all employees in the bargaining unit. The Union shall notify the Board in writing of the amount of such dues or assessments from time to time.

16.02 All dues or 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 triplicate of the names of all employees from whose pay dues or 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.

16.04 *All employees commencing employment within the bargaining unit subsequent to September 20, 1978, 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 shall show the total amount of Union dues and assessments paid during the previous twelve (12) months on the T4 slip of each employee.

ARTICLE 17 - OTHER BENEFITS

17.01 Permanent and probationary employees covered by this Agreement shall have the privilege to participate in the Blue Cross or equivalent Semi-Private Hospital Coverage Plan and shall pay all premiums in connection therewith.

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

17.02 The pension schemes at present in force shall be continued.

17.03 The Board agrees to contribute for permanent and probationary employees covered by this Agreement, the maximum allowable percentage permitted under the Education Act, as amended from time to time, of the single or the family premium, as the case may be, of a Blue Cross or equivalent Extended-Health Care Plan to be implemented with a \$25.00 - \$50.00 deductible including the following provisions:



- (a) Effective April 1, 1993, eyeglasses and contact lenses up to a maximum of one hundred and eighty (\$180.00) per person per two year period.
- (b) Hearing aids up to a maximum of five hundred (\$500) dollars per person per three year period.
- (c) Out-of-province coverage.

17.04 The Board shall provide a dental health care plan for employees. Effective June 1, 1990, permanent and probationary employees may opt for a major restorative and orthodontic 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.

17.05 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 average up to the maximum coverage of \$140,000 provided by the plan.

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

17.06 The Long Term Disability Plan at present in force shall be continued and 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".

The Board *shall* maintain the applicable insured medical plans which are in force on the last day worked for all disabled employees in receipt of L.T.D. benefits.

It is understood that *this* provision *also* will apply to those employees who are now receiving L.T.D. benefits to the extent that entry into *such* plans is permitted by the plan carrier.

17.07 Where an employee takes an educational course as a result of a request by the Board, he/she shall be compensated for the tuition fee charged for the course.

If the above course is conducted during normal working hours, employees shall receive the necessary time off from work without loss of salary or benefits.

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

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

17.09 A **Labour Management Co-operation Committee** shall be established with **no** more than four (4) representatives of the **Union** to consider **matters** of mutual interest.

17.10 An employee covered by this Agreement may, by mutual consent and with two (2) **months prior notice** of intent, extend his/her **normal** retirement.

It is understood that this clause is subject to the following retirement **provisions**:

<u>Normal Retirement</u>	<u>Compulsory Retirement</u>
January - June	June
July	July
August	August
September - December	December

17.11 The Board shall supply a **smock** for **each school**.

17.12 If approved by the **insurance** underwriters and if there is **no increased** cost in premium to the Board, an employee **who** retires from the Board prior to **age 65** may retain **membership** in the **Group Life, 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** 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**.

17.13 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 18 - GENERAL CONDITIONS

18.01 Wherever the *singular* or feminine is used in this Agreement, it *shall* be **considered** as if the plural or masculine **has** been **used** where ~~the context~~ so requires.

18.02 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.

18.03 The **Board** shall give a copy of this Agreement to **each** employee **as soon as possible** after the Agreement is signed but no later than ~~seventy-five~~ **(75) days**.

18.04 An employee covered by this Agreement **who** is required to travel **on Board** business except **between two** locations **on adjacent properties** shall receive a travel allowance of thirty-five cents (35¢) **per kilometer**, subject to a **minimum** payment for **six (6) kilometers** for any one single or round trip as the **case** may be.

Travel allowances shall be paid by separate **cheque**.

18.05 **All** letters of **understanding** between the Board and

the **Union shall** form part of **this** Collective Agreement.

**18.06 All work shall be performed according to the provisions of the Occupational Health and Safety Act of Ontario, 1980. A safety committee shall be established in accordance with the above Act in co-operation with and the participation of the Union. Nothing in the above shall prevent the Union from bringing matters relating to health and safety directly to the Principal's attention or from exercising any option available to them under the Occupational Health and Safety Act of Ontario 1980.**

**18.07 An employee who submits a resignation indicating he/she will not be returning for the next school term will be deemed to have resigned effective the last day worked.**

**18.08 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 school offices of the Board by clerical/secretarial staff.**

**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 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.

When operation of a word **processor** or computer *terminal* is introduced **as part of an** employee's duties, the **employee will** be given on-the-job **training**, without **loss** of pay, to a **maximum** of 105 hours in the **use** of the new **technology**. Employees whose duties include **the** operation of a word processor or computer terminal will 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.

#### **ARTICLE 19 - PAID HOLIDAYS**

19.01 All employees covered by this Agreement shall be paid for the following holidays provided **such employees are** entitled to be paid for **the immediately preceding and/or** following **regular working days**:

New Year's Day  
Good **Friday**  
~~Easter Monday~~  
Victoria Day  
Dominion Day

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Civic Holiday

Any other **Paid Holiday** granted by an **Act** of the **Federal**,

Provincial or Municipal Governments and approved by the Board shall apply to employees covered by this Agreement.

19.02 It is understood and agreed that whenever any of the above listed holidays falls on a Saturday or Sunday, then the Board shall designate some other day as a day off with pay or such day shall be paid for as vacation at the first of June.

19.03 In addition to the above, employees, upon request to the Principal, with sufficient notice, shall receive one additional mutually agreeable paid holiday in each calendar year.

19.04 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 the Christmas or mid-winter 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.

19.05 An occasional employee is entitled to receive payment for paid holidays in accordance with the Employment Standards Act.



ARTICLE 20 - VACATION

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

**20.02** All employees covered by *this* Agreement with less than one (1) **year's service** with **the** Board as of June 30<sup>th</sup>, shall be **entitled to a proportionate** vacation with pay calculated upward to the **next** nearest day for **each** completed month of **continuous service** at the **rate of pay** effective immediately **prior** to the vacation period.

**20.03** Employees covered by *this* Agreement **shall** be entitled to **the following** vacation as of June 30, 1989:

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

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

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

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

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

**20.04** An employee leaving the service of **the Board** at any time in **his/her** vacation year before **he/she** has had **his/her**

vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, his/her estate shall be credited with the value of vacation credits owing him/her.

20.05 An employee working less than full-time shall earn vacation credits proportionate to time worked.

20.06 Employees covered by this Agreement shall be required to take their vacation with pay during the Christmas and Mid-Winter breaks and the balance of vacation pay will be paid to them at the end of the school year together with an itemized statement. Commencing in 1983, the balance of vacation pay will be paid, together with an itemized statement, on June 1.

20.07 Occasional employees shall receive vacation pay according to statute.

20.08 Effective July 1, 1980, a new employee who transfers within Ontario from a publicly financed Educational Institution or Board of Education (under the Education Act, 1974) or Municipal Government shall be credited, for vacation purposes with that previous service provided there was no intervening employment.

## ARTICLE 21 - PAYMENT OF WAGES

21.01 The Board shall pay regular salaries and allowances every second Friday during the school year to permanent and probationary employees in accordance with the rates shown on Appendix "A" and Appendix "B" attached hereto and forming part of this Agreement.



ARTICLE 22 - TERM OF AGREEMENT

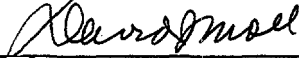
22.01 ~~This Agreement shall be in force for a term of twenty-four (24) months effective from January 1, 1992 and shall expire December 31, 1993, and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days, before the date of its termination, either party 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.~~

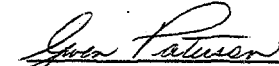
**IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.**

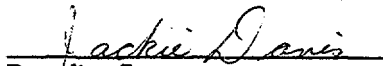
**THE BOARD OF EDUCATION FOR THE  
CITY OF TORONTO**

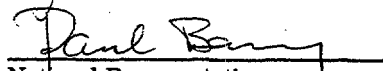
  
\_\_\_\_\_  
**Chair**

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

**CANADIAN UNION OF PUBLIC  
EMPLOYEES - LOCAL 1316**

  
\_\_\_\_\_  
**President**

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

  
\_\_\_\_\_  
**National Representative  
C.U.P.E.**

-a.

APPENDIX "A"

1992/1993 HOURLY RATES OF PAY

JOB CLASSIFICATION	SALARY GRADE	1992 HOURLY RATE	1993 HOURLY RATE
Clerical Assistant	G	14.52	14.96
		15.90	16.38
		17.29	17.81
Administrative Assistant	I	16.22	16.71
		17.77	18.30
		19.31	19.89
Grandparented		19.49 + .13	20.07 + .13

APPENDIX "A" - CONTINUED

Recruitment

The **initial starting salary** shall be the **minimum** of the range and *shall* only be **exceeded** by one **further** step after consultation between the **Principal** and the Personnel Department.

Promotion

**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**. If the increment added to the employee's **existing rate** of pay establishes a **rate** of pay which falls between increment **levels** on the salary schedule, the employee will be placed on the **next** higher increment level. **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.**

#### Job Regrade

Employees whose positions are reclassified upwards because of a material *change* in responsibility **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 regraded, whichever is the greater. If an increment added to the employee's **existing salary** **establishes** a rate of pay which **falls between** increment levels on the *salary* schedule the employee will be placed on the *next higher* increment level.

#### Increments

Increments where applicable *shall* be paid **once** a year **as** follows:

New employees who are **continuously** employed (**either as** occasional or probationary staff) prior to September 15, **shall** be eligible for the **annual** increment on **January 1** of the following year. **New** employees starting **later** than September **15** **will not** normally be eligible for an increment on **January 1** of the following year.

#### Replacement Allowance

**When** an employee is assigned to replace another employee of a higher **classification** for a period of at least one **full** working day, he/she shall receive a replacement allowance

*equal* to the last increment of his/her classification, prorated 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.



APPENDIX "B"

Special Allowances

*Special - Island - Secretary - \$500.00 per year*

*Special Allowance is paid pro-rated for replacement in a higher category.*

Administrative Assistants Allowance

*Administrative Assistants who have been continuously employed in a specific classification since December 31, 1970 will continue to be paid an annual allowance of \$200.00. Employees working less than full-time shall receive a pro-rata amount.*

APPENDIX "C"

LETTER OF UNDERSTANDING

between

The Board of Education  
for the City of Toronto

and

Canadian Union of Public Employees  
Local 1316

The following is the position of *the* Board of Education for the City of Toronto and Local 1316 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 - Alternative and Special Schools

- (1) When an ~~Alternative~~ or ~~Special~~ School has a student body and a *teaching staff* that is predominantly elementary, the *clerical staff* will be covered by the Collective Agreement between the Board and Local 1316 Canadian Union of Public Employees.
- (2) When a school changes the composition of its student body and teaching staff to become predominantly secondary the incumbent employees will have the following options:
  - (a) **retain their employee group affiliation**

- (b) change their employee group **affiliation** to the employee **group which** would staff the school if **it were being** staffed for the first time.

The parties ~~shall meet annually~~, the first ~~week~~ in October to review all ~~Alternative~~ and ~~Special Schools~~. It is intended, however, to make the ~~following~~ exception to the Collective Agreement

- a The **Board will** give first consideration to applications received from employees irrespective of the ~~provision~~ of **clause 9.02**.

In ~~addition~~, the Elementary ~~School~~ Administrative Assistant shall be required to work the week ~~prior~~ to school opening in September.

#### Article 17 - Other Benefits

##### 17.01 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~~.

##### Clause 17.04

The Dental Plan benefits will be **equivalent to the benefits** underwritten by the Confederation Life ~~Insurance~~

Company for employees covered by *this* agreement.

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 the Hospital/Medical and Dental Plans into the Collective Agreement. Any agreed upon language with respect to same sex spousal benefits will be included in the Collective Agreement by means of a Letter of Understanding.

Professional Development

It is agreed that professional development is the right and responsibility of the appropriate official.

It is agreed however, that the Union and the Board share the desire to improve professional standards.

To enable employees either collectively or individually to improve professional standards each appropriate official will provide an opportunity for his/her employees to request ways and means of improving this aspect of their own development.

The Board reserves the right to approve or reject any requests and to stipulate the financial arrangements including salary, expenses, etc., required to accomplish the undertaking.

Self-Funded Leave Man

The Board and the Union agree to meet to discuss the

details of a self-funded leave plan which would provide **that** leaves may be taken only in the fifth year of the Plan.

#### Article 19 - Paid Holidays

The Board shall declare one (1) 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 19.03.

Notwithstanding the Board may choose not to declare one additional paid holiday and pay employees one additional days pay in December of the calendar year.

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

#### Article 21 - Payment of Wages

##### Clause 21.01

It is mutually agreed that pay cheques shall be addressed to the Administrative Assistant.

##### Re: Part-time Employment

As a result of the Board's decision of August 30, 1973, it is agreed that the Board proceed with the change of status of 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 1316 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. Group Insurance - pro-rated - employee pays the balance.

L.T.D. - pro-rated - employee pays the balance.

(3) Seniority

Existing seniority accrued shall be retained, future service seniority shall be accrued on a pro-rated basis from the date that the part-time employment commences.

In the event the experimental program is discontinued, it is understood that the employees working on a half-time basis shall revert to full-time

employment.

Appendix "A"

It is understood that **when an individual position covered by this Agreement is assigned new duties and/or responsibilities of a significant nature the Union will bring forward these major changes for discussion.**

Retroactivity

Retroactivity on wages only shall be paid to employees on staff at **date of ratification**, to retired employees, to the estate of deceased employees, employees who have resigned, **and to the employees on approved leave of absence, in each case proportionate to time worked since January 1, 1992.** Union dues *shall* be deducted from retroactive pay.

Occasional Employees

- (1) The parties agree **that only the** following articles of the Agreement *shall* apply to **occasional** employees.
  - (a) Article **3.01** - recognition
  - (b) Article **19.05** - paid holidays
  - (c) Article **20.07** - vacation
- (2) **Union Security - the Board will deduct from** the pay of each **occasional** employee **who** is covered by this Agreement to whom **any pay** is due the **amount equal to his/her** Union dues or assessments, if any, **which**

shall be levied on a uniform basis on all occasional employees in the bargaining unit. The Union shall notify the Board in writing of the amount of such dues or assessments from time to time.

All dues or assessments so deducted shall be remitted to the Union no later than the 15th day of the month following the month in which such deductions are made together with a list in triplicate of the names of all employees from whose pay dues or assessments were so deducted.

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

All employees commencing employment within the bargaining unit subsequent to September 20, 1978, 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.

The Board shall show the total amount of Union dues and assessment paid during the previous twelve (12) months on the T4 slip of each employee.

- (3) Hourly Rates of Pay shall be calculated on the basis of the minimum rate of the appropriate classification in Appendix A.

#### Records of Employment

The Board shall provide employees with a copy of his/her



record of employment form **within** twelve (12) days following his/her last date of employment.

Pay Equity Maintenance

The Board and the Union agree to continue to ~~meet~~ to address issues of inequity ~~affecting~~ classifications in the bargaining unit with a view to resolving such problems within the context of Pay Equity Maintenance during the term of the Agreement.

cost of Living Allowance

- A. For the period January 1, 1993 to December 31, 1993, a cost of living allowance *shall* be calculated and paid to all eligible employees covered by the collective agreement subject to definition in Section G.
- B. The calculation of *this* allowance *shall* be made for the month(s) during the period January 1, 1993 to December 31, 1993 inclusive in which the C.P.I. for Metropolitan Toronto exceeds 103.25% of the December, 1992 C.P.I. for Metropolitan Toronto. The last such calculation, if any, *shall* be made comparing the December, 1992 C.P.I. and the December, 1993 C.P.I. for Metropolitan Toronto.
- C. The allowance for each such month shall be calculated using the following formula:

HOURLY PAID Employees

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

where A is calculated as follows:

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

WEEKLY Paid Employees

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

where A is calculated as follows:

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

ANNUAL SALARY paid employees

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

where A is calculated as follows:

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

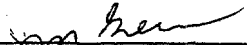
- D. C.P.I. means the Consumer Price Index for Metropolitan Toronto (1986 = 100) for the month(s) referred to in paragraph B above published by Statistics Canada in the following month.
- E. The allowance(s), if any, shall become payable in a lump sum to eligible employees as soon as reasonably possible 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.

agreement will continue to apply throughout the period set out in paragraph A above.

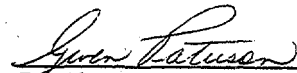
- G. Eligible employees are those defined in the retroactive clause in the Memorandum of Settlement and are on staff as of December 31, 1993.

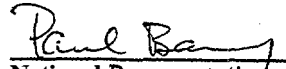
IN WITNESS WHEREOF each of the parties hereto has caused the Letter of Understanding to be signed by its duly authorized representatives as of this 28th day of July, 1993

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

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

LOCAL 1316  
CANADIAN UNION OF PUBLIC  
EMPLOYEES

  
\_\_\_\_\_  
President, Local 1316

  
\_\_\_\_\_  
National Representative  
C.U.P.E.

APPENDIX "D"

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

**PART I - General**

1. In this Plan,
  - (a) "Board" means *the* Board of Education for *the* City of Toronto
  - (b) A "Credit" means a *sick* leave credit entitling an employee or *part-time* employee to be paid *his/her* salary or *part-time* salary respectively for one day under the provisions of this Plan during *his/her* absence from duty.
  - (c) "Director" means ~~the Director of Education and Secretary-Treasurer~~ 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 chiropractic. In **special** cases there may be **exemptions** at the **discretion** of the Director.
15. Where **an** employee is absent for illness for more than twenty consecutive **working days**, the Director may **require** that a **certificate** be submitted **monthly** by **such** **medical practitioner** or **licentiate** of dental

*surgeries* 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 *surgeries* 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 *Worked 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 1/2

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

- (a)  $\frac{\text{annual salary} \times \text{Accumulated Sick Leave} \times 1/2}{240}$
  - (b)  $\text{annual salary} \times 1/2$
24. For the purpose of calculating the amount of *sick leave credit gratuity*, only Credits earned by the employee during employment by a school board or board of education in the Metropolitan Area shall be taken into account. Credits accumulated outside Metro will be used first in the case of illness but will not be used in the calculation of the gratuity.
25. The service gratuity plan in force in North York and Toronto prior to January 1, 1972, will remain in force in perpetuity for all those employed by the above boards prior to January 1, 1972.

(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 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 leave following the employee's **return from** leave.
7. An employee **failing** to carry **out** the purpose for which the leave **was granted** shall upon request **repay** to the Board the money paid **on account of the** leave **or, on failing to remain** in the employ of the **Board** for the **agreed minimum period, shall** upon demand repay to the **Board** **pro rata** the money paid by the Board **on account of the** leave. Each case, however, shall be considered individually by the **Board and the Board shall take into consideration any circumstances** beyond the control of the employee.
8. An employee **granted special** leave shall receive the **normal increment** in **salary and other** benefits for



which he/she is eligible. Deductions for superannuation, pension, income *tax* or *other* required deductions shall be on the basis of the actual salary paid. Employees on special leave shall be responsible for making their *own* arrangements for any further payments to any pension fund to which they belong.

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

#### Part II - Miscellaneous Leave

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

- (a) attending a graduation of a husband, wife, son or daughter,
- (b) attending an adult drama or music festival in which the employee is a participant,
- (c) attending trustee or other relevant conventions when the employee is a trustee in another municipality or is a member of a municipal council,
- (d) participating in tournaments or athletic track and field meets related to Olympic Games, or

finals or national competitions approved by the Board,

- (e) moving to new place of residence,
  - (f) caring for a member of the employee's immediate family in a case of serious illness when the employee has been unable to obtain other proper care for such member,
  - (g) attending the funeral of a close relative or close friend,
  - (h) attending as President or Senior Executive Officer at approved convention, meeting or other function of a lodge, service club, Church Council, alumni association or recognized community organization,
  - (i) observing religious Holy Days,
  - (j) a father attending the birth of the father's child,
  - (k) under special circumstances for reasons approved by the Director.
10. An absence of up to 3 days without loss of salary and sick leave credits shall be granted an employee at the time of the death of a member of his/her immediate family. The immediate family shall be defined to include parents, parents-in-law, spouse, children, brothers, sisters, grandparents and grandchildren. Under special circumstances for reasons approved by

the Director additional days may be granted.

11. The Director of Education may grant miscellaneous leave, other than that limited to five or six days in paragraph 11 hereof without loss of salary and without deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan, for the purpose of:
  - (a) writing university or similar examinations,
  - (b) attending the employee's own graduation,
  - (c) under special circumstances for reasons approved by the Director.
  - (d) attending court, either as a person charged or as a party in any action in which the employee's presence is required by law.
12. An employee is entitled to be paid his/her salary and without deductions of "Credits" when absent for reasons other than illness in special circumstances as provided in Part IV, paragraph 19, of the Board's Sick Leave Credit and Gratuity Plan.

### Part III - General Regulations

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

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

**SPECIAL LEAVE OF ABSENCE**

This Agreement made in duplicate this th day of , A.D.  
199 .

**BETWEEN:**

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

**OF THE FIRST PART**

**- AND -**

**of the  
hereinafter called the "Employee"**

**OF THE SECOND PART**

Whereas the Board has agreed on the terms hereinafter set out in accordance with the regulations of the Board in that behalf to grant leave to the Employee from the day of , 199 , to the day of , 199 ; and to pay % of the Employee's annual salary for the purpose of a Special Leave.

And whereas the Employee has agreed to return to the employ of the Board immediately following such leave and to remain in the employ of the Board for a period of time equal to twice the period of the approved leave, but in any

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 , 199 , unless the Board should terminate such employment as provided in clause 5 hereof.

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

indicated in #3 above),

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

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

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

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
*chair*

\_\_\_\_\_  
**Superintendent of  
Personnel**

\_\_\_\_\_  
**Director of Education  
and Secretary-Treasurer**

\_\_\_\_\_  
**Employee**

APPENDIX "E"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS  
(SUB PLAN)

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



Collective Agreement to which **this Plan** is part) after **returning** from the employee's **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 **servicing** 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 "F"

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 enrolled prior to his/her commencement of pregnancy/ adoption and/or parental leave, provided that the employee continues to pay his/her share of such benefits if applicable. Seniority will continue to accrue during pregnancy and/or parental leaves.
- (ii)** Experience shall be accrued during pregnancy/adoption and/or parental leaves for salary purposes and employees shall be eligible for increments while on the accrued pregnancy and/or parental leaves.

#### **(b) Infant Care/Child Care Leave**

- (i)** An employee on infant care leave may opt to continue payment to his/her share and the Board's share of contributions to any benefit plans in which he/she is enrolled prior to the

commencement of the Infant 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.

INDEX

	<u>Page(s)</u>
<b>Allowance</b>	
• <b>Replacement</b> .....	44-45
• <b>Special</b> .....	46
• <b>Travel</b> .....	34
<b>Alternative and Special Schools</b>	
• <b>Recognition</b> .....	47-48
<b>Appendix "A"</b>	
- <b>Salary Schedule, Policies re:     Recruitment, Promotion, Job     Reclassification, Job Regrade,     Increments, Replacement     Allowance</b> .....	42-45
<b>Appendix "B"</b>	
- <b>Special Allowance</b> .....	46
<b>Appendix "C"</b>	
- <b>Letter of Understanding</b> .....	47-56
<b>Appendix "D"</b>	
- <b>Sick Leave Credit &amp; Gratuity Plan</b> ..	58-76
<b>Appendix "E"</b>	
- <b>Supplemental Unemployment     Benefits (SUB Plan)</b> .....	77-79
<b>Appendix "F"</b>	
• <b>Pregnancy Leave, Parental     Leave and Infant Care/Child     Care Leave Policy - Support Staff</b> ...	80-84



Arbitration .....	19-20
<b>Benefits</b> .....	29-34, 48-49
- Blue Cross Extended Health Care ...	29-30
- Blue Cross Semi-Private Hospital Coverage .....	29
- Dental Plan .....	30-31, 48-49
- Group Life Insurance .....	31
- Long Term Disability .....	31-32
- O.H.I.P. ....	48
- Pension .....	29
<b>Communications Between Board and Union</b> .....	5-6
<b>Copies of the Agreement</b> .....	34
<b>Cost of Living Allowance</b> .....	54-56
<b>Course. Educational</b> .....	32
<b>Definitions</b>	
- Board. Canadian Union, Union. occasional employee. employee(s), vacation year .....	
<b>Discrimination</b> .....	5
<b>General Conditions</b> .....	34-36
<b>Grievance</b>	
- Committee .....	17
- Management .....	21
- Procedure .....	17-21
<b>Health and Safety</b> .....	35
<b>Holidays, Paid</b> .....	36-37, 50
<b>Hours of Work</b> .....	22-23

Increments .....	44
Interviews .....	13
Job - Advertisement .....	12
- Reclassification .....	43-44
.Regrade .....	44
Labour/Management Co-operation Committee .....	33
Layoff .....	9, 10-12
Leave of Absence .....	23-28
- Negotiating Committee .....	6-7
- Pregnancy Leave .....	27-28, 80-84
- Supplemental Unemployment Benefits (SUB Plan) .....	77-79
Management's Rights .....	3
Negotiating Committee .....	6-7
New Classification Established .....	14-15
Occasional Employees .....	14, 52-53
Overtime .....	23
Part-Time Employment .....	50-52
Pay Equity Maintenance .....	54
Payment of Wages .....	39, 50
Personnel Files .....	15-16
- Access to .....	16
- Adverse Report Added .....	15
Positions Outside Bargaining Unit .....	13, 14
Pregnancy Leave, Parental Leave and Infant Care/Child Care Leave Policy - support Staff .....	27-28, 80-84

Probationary Period . . . . .	8
Professional Development . . . . .	49
Promotions and Staff Changes . . . . .	12-15, 43
Recognition . . . . .	4
Records of Employment . . . . .	53-54
Recruitment . . . . .	43
Retirement	
- Extension of . . . . .	33
- Benefits . . . . .	33
Retroactivity on Wages . . . . .	52
Salary Schedule . . . . .	42
Same Sex Spousal Benefits . . . . .	49
Self-Funded Leave Plan . . . . .	49-50
Seniority . . . . .	7-12
- List . . . . .	8
- Loss of . . . . .	8-9
Sick Leave Credit and Gratuity Plan . . . . .	23-25, 58-76
Smock . . . . .	33
Staff Changes . . . . .	12-15
Stewards . . . . .	16-17
- Chief Steward . . . . .	16-17
Strikes and Lockouts . . . . .	4-5
Supplemental Unemployment	
Benefits (SUB) Plan . . . . .	28, 77-79
Technological Change . . . . .	35-36
Term of Agreement . . . . .	40
Transfer, Lateral . . . . .	13-14
Union Security . . . . .	28-29
Vacation Entitlement . . . . .	38-39

Wages, Payment of .....	39, 50
Work Year .....	22

t

i

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