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# 1988 = 1989 COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

-and-

**Local 134 (School Food Services)**  
CANADIAN UNION OF PUBLIC EMPLOYEES

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AGREEMENT

BETWEEN

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

OF THE FIRST PART

LOCAL 134, CANADIAN UNION  
OF PUBLIC EMPLOYEES

OF THE SECOND PART

PREAMBLE

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

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

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement:

- (a) "Board means the Board of Education for the City of Toronto.
- (b) "Canadian Union" means Canadian Union **of** Public Employees.
- (c) "Union" **means Local 134** of the **Canadian** Union of Public Employees.
- (d) "Employee" or "employees" means any **or all** of the employees in the Bargaining Unit **as** provided in Article 2.01 except where the context otherwise provides.
- (e) "immediate supervisor" for the purpose of Article 12, hereof shall mean a supervisor of employees who is not **a** member of the Bargaining Unit.
- (f) "casual employee" means a person who **has** applied for employment with the Board and who **has** been placed on the **call** list in the School Food Services Department of the Board, and who is not regularly employed except on a replacement basis.
- (g) "Permanent Vacancy" means a vacancy caused by such events as promotion, resignation, retirement, or discharge, and which is indefinite **or** long-lasting in nature, and **does** not include a vacancy caused by approved **or** authorized absence from work of an employee.

ARTICLE 2 - RECOGNITION

Employees **as** the exclusive bargaining agent for employees of the Board engaged in the preparation and serving of meals in cafeterias and lunchrooms in the senior elementary, special and secondary schools, save and except casual employees, students, food services managers, persons above the rank of senior cooks and food services managers.

2.02 The **Board** hereby consents and agrees to negotiate with the Union, or any authorized committee of the Union's choice, where the Agreement **requires** it, or the parties agree that it is **required**, in any and all matters effecting towards a peaceful and amicable settlement of any difference that **may arise** between them.

ARTICLE 3 - STRIKES AND LOCK-OUTS

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

ARTICLE 4 - DISCRIMINATION OR SOLICITATION

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

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

from engaging in **casual** conversation relating to Union affairs.

ARTICLE 5 - COMMUNICATIONS

5.01 All official communications between the parties, arising out of this agreement **or** incidental thereto, shall pass in writing between the Superintendent - Personnel Services of the **Board** and the recording secretary of the Union except in an emergency situation, when communications may be between the Administrator of School Food **Services** and/or the Comptroller of Finance and the President of the **Local** or their designates.

5.02 Once each month the Board **will** supply to the Union a list of the names and addresses **of** all employees covered by this Agreement indicating **new** employees. The **Board** will **also** provide the Union with **a** list of the names of those employees whose employment was terminated during the previous month.

5.03 An employee must, when changing his/her address or telephone number, submit, within fifteen (15) working days, a "change of address form" noting the change, giving the new address and/or telephone number.

A copy **of** the "change of address form" shall be forwarded to the Recording Secretary of the Union following receipt of **same** from the employee.

5.04 On request, an assigned employee who resigns **from** the Board shall be provided **with** a letter of reference.

5.05 The Superintendent of Administrative Services of the Board shall, at the same time as they are circulated to the trustees, supply to an employee designated by the Union, one copy **of** the public agenda and the public committee reports for meetings of the Board and its

committees, as well as one copy of the Board's public minutes.

5.06 The Union may elect at any time to have the assistance of representatives of C.U.P.E. and/or consultants when dealing with matters affecting this Agreement.

5.07 The Board agrees to provide a Union representative, designated by the Union, with an opportunity to meet with new assigned employees within the first five weeks of employment following the date the employee was assigned for the purpose of acquainting the newly assigned employee with the duties, responsibilities and rights of union membership.

#### ARTICLE 6 - NEGOTIATING COMMITTEE

6.01 For the purpose of negotiations, the Board shall recognize a Negotiating Committee of not more than five (5) employees who are members of the Union. Where possible at least two (2) of the members of the Negotiating Committee will be employees covered by this Agreement.

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

6.03 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.



ARTICLE 7 - SENIORITY

7.01 Except as provided in Article 7.05, seniority shall be established as the date the employee was first assigned to a posted vacancy and the employee shall be placed on the Board seniority list after completion of the probationary period, retroactive to the date he/she was assigned to the posted vacancy. Seniority shall not be broken by lay-off. The employee, on completion of the probationary period shall be entitled to all the rights and privileges of this Agreement.

Notwithstanding the provisions of Clause 7.01, assigned employees on probation shall be given credit for seniority for continuous employment with the Board in the vacancy to which they become assigned, provided the continuous employment was worked immediately prior to their assignment.

7.02 Except as provided in Article 8.07, employees shall be on probation for a maximum period of sixty (60) working days from the date of their being assigned to a posted vacancy covered by this Agreement. On completion of the probationary period the employee shall be confirmed in the position or have their employment terminated. The probationary period may be extended by mutual consent.

7.03 The Union may question the termination of employment of a probationary employee.

7.04 The Board agrees to maintain a Board seniority list and forward two (2) copies to the Union. The employees' names and classifications shall appear on the seniority list. A copy of such list shall be furnished to the Recording Secretary of the Union in January of each year.

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

- (a) ~~Dismissal~~ for just cause.
- (b) Voluntary ~~resignation~~.
- (c) Laid off for eighteen (18) consecutive months.
  - (i) Failure to ~~reply~~ to recall notice within ~~fourteen~~ (14) ~~days~~ of receipt of such notice. If notice is sent by mail the reply ~~shall be~~ within fourteen (14) ~~days~~ of the postmark ~~date~~.
  - (ii) Failure to report to work on the date, at the location ~~and~~ at the time ~~specified~~ in such notice, ~~unless~~ through sickness ~~or~~ other cause acceptable to the Board, ~~or unless~~ the recall on a non-regular layoff is ten (10) ~~working~~ days ~~or less~~.
- (d) Absence without permission for more than five (5) working days where circumstances are within the employee's control either to attend work ~~or~~ if possible to notify the School Food Services Department that it is not possible to attend ~~work~~.

Seniority when lost for reasons (c), (d) ~~or~~ (e) may at the Board's discretion result in termination of employment. Employees with over sixty (60) working days of service with the Board from the date of their being assigned to a posted vacancy covered by this Agreement, which shall also include ~~the~~ additional seniority to which employees may be ~~entitled~~ ~~as~~ provided in Article 7.01, will ~~only~~ be discharged for just cause.

7.06 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 the employee's last postal address on record or given directly to the employee.

In cases of regular layoffs that occur at or about the Christmas and Spring breaks, summer vacation, and during examination periods, employees shall be laid off in reverse order of their Board seniority in their respective schools provided the employees remaining are qualified and capable of doing the work; employees shall be recalled in order of their Board seniority in their respective schools, provided they are qualified and are capable of doing the work available.

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

The employee so assigned shall be reassigned when he/she is ready to resume his/her regular duties as determined by the Board doctor after consultation with the employee's doctor.

No employee shall benefit financially from this transfer. In the event the employee affected is receiving a higher rate of pay than the rate of the position to which he/she is transferred, his/her rate of pay shall be frozen until the rate of the position to which he/she is transferred exceeds his/her rate of pay at the time of transfer.

7.08 In the event of an indefinite or permanent lay-off, the Board agrees that employees shall be laid off in reverse order of their Board seniority in the District in which the school cafeteria or lunchroom in which they are employed is located, provided the employees remaining are qualified and capable of doing the work. The employee to be laid off may choose to move to the school that employs the least senior person on the Board seniority list.

Employees ~~shall be recalled~~ in the order of their Board seniority in the District, unless a senior employee on lay-off chooses to accept the recalled position provided they are qualified and capable of doing the work available.

In the event of a permanent lay-off, employees **shall** receive twenty (20) **working days** advance notice of such lay-off.

7.09 In the event of hours being reduced, the Board agrees that employees' hours **shall** be reduced in the reverse order of their Board seniority as it applies in their respective schools provided the employees whose **hours** are not **reduced** are qualified and capable of doing the **work**.

In the event of hours being increased on a continuing **basis** the Board agrees that employees' hours **shall be** increased in the ~~order~~ of their seniority **as** it applies in their respective schools, provided the employee is qualified and capable of doing the work, and provided further that the increased hours for any employee **shall** not exceed eight (8) hours per day.

Whenever additional ~~time~~ beyond regular hours is necessary, such additional time shall be shared **as** fairly as possible among the employees who work in the school where the additional time is necessary and are qualified to do the work assigned.

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

7.11 In the event **that** the Board decides to reduce the **hours** of work on a continuing basis, the employees affected and the **Union shall** receive fifteen (15) **working days** notice of the proposed reduction of hours.

Notwithstanding the foregoing, the Board retains the right to temporarily reduce the hours of work for employees.

ARTICLE 8 - STAFF CHANGES

8.01 Whenever there is a permanent vacancy in a school cafeteria or lunchroom it shall be advertised on the bulletin board in all school cafeterias and lunchrooms so that all employees may be able to make written application. These applications must be received by the Board within nine (9) working days after posting. Such vacancies shall be posted as soon as possible after the vacancy has occurred. The duration of the job posting shall be indicated on each job posting.

8.02 In making staff changes, merit and ability being sufficient, appointment shall be made of the applicant with the most bargaining unit seniority. All unsuccessful applicants for positions shall be notified.

8.03 Employees who apply for and obtain a transfer shall be considered frozen for a period of five (5) months, exclusive of July and August, but shall be eligible to apply for advertised vacancies of a higher classification or an increase in the hours of work. Such period to be waived when mutually agreeable. This provision shall also apply to newly assigned employees.

8.04 When a temporary vacancy occurs in a cafeteria or lunchroom it shall be filled by a casual employee designated by the Board if no employee, covered by this Agreement, classified as a general worker who is on indefinite lay-off is available.

8.05 When a permanent vacancy is not filled by an assigned employee, merit and ability being sufficient such vacancy shall be filled by the casual employee with the greatest accumulated service as a casual employee if the

employee is willing to accept such assignment, and thereupon become an assigned employee.

8.06 A successful applicant within the bargaining unit for an advertised position in the Senior Cook Classification will be on probation for a period of fifty (50) working days at the Senior Cook rate of pay to enable the Board to assess the employee's ability to perform the job. At the end of the probationary period the employee will be confirmed in that position or revert to the employee's previous position. All unsuccessful applicants for posted Senior Cook positions shall be notified in writing of the name of the person selected.

8.07 A successful applicant, from outside the bargaining unit, for an advertised position in the Senior Cook Classification will be on probation for a maximum period of sixty (60) working days to enable the Board to assess the employee's ability to perform the job. During the probationary period such employees will be paid at the General Worker (over 1 year) rate of pay plus an additional seventy-five cents (75¢) an hour. At the end of the probationary period the employee will be confirmed in the position and paid the Senior Cook rate of pay retroactive to the commencement date or have their employment terminated.

#### ARTICLE 9 - RESERVATION OF BOARD RIGHTS

9.01 The Union recognizes that it is the right of the Board to exercise the regular and customary function of management and to direct the working forces and shall include, among other things the right to hire, discharge, transfer, promote, demote and discipline employees subject to the terms of this Agreement.

9.02 The Board has the right:

- (i) To continue the use of students to operate cash registers and to bus dishes in cafeterias where deemed necessary, provided that such use does not result in loss of employment opportunities or does not result in reduction of hours for employees in the bargaining unit and,
- (ii) As part of their practical training, to use students in the food processing courses for the purpose of preparing and serving food in the cafeteria.

9.03 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Agreement.

9.04 The Board also has the right to make and alter 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 such changes with Union.

#### ARTICLE 10 - STEWARD AND EMPLOYEE REPRESENTATION

10.01 The Board acknowledges the right of the Union to appoint or otherwise select three (3) Union Stewards, who will be School Food Service employees whose duty it shall be to assist any employee in preparing a grievance or investigating any dispute which may arise. The Board agrees that Stewards who are School Food Services employees, upon authorization by the Administrator of School Food Services or his/her designate, will be permitted to carry out Steward's duties, where and when required, without loss of pay. When resuming their regular work, they will report to the Administrator or Assistant Administrator of the School Food Services

Department who authorized their absence. Such permission shall not unreasonably be withheld.

The Union shall notify the Board in writing of the name of each Steward and any changes therein from time to time.

The Board and the Union agree that no more than two (2) stewards shall come from any one district.

10.02 Any employee, covered by this Agreement called to appear before the Administration of School Food Services, or designate, for disciplinary action, shall have two (2) Union executive members and the appropriate steward present. Upon receipt of a written request from the employee who is subject to the disciplinary action the Union executive members and the steward shall withdraw from the meeting.

Where feasible, forty-eight (48) hours notice will be given to the employee, union executive and steward.

#### ARTICLE 11 - PERSONNEL FILES

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

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

11.02 Upon suitable written notice and at a time suitable to the Board and the employee, employees shall have access to their personnel file. Employees may elect to



have a union representative present. If they disagree with the contents of the file, recourse **shall** be made through the grievance procedure.

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

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

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

#### ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 In cases of disagreement **or** misunderstanding every effort **will** be made to resolve the matter amicably between the employee and his/her direct supervisor before the grievance procedure as herein provided is followed. The employee **shall** have the presence of a Union representative during the discussions. The employee may, upon written request, **ask** the Union representative **to** leave.

12.02 Should a dispute arise between the Board and any employee **or** the Union, regarding the interpretation, meaning, operation **or** application of **this** Agreement, including any questions **as** to whether or not a matter **is** arbitrable, or should an allegation be made that **this** Agreement has been violated in any way, or should any other dispute arise, an earnest effort should be made to settle the dispute in the following manner:

**STEP 1**

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

**STEP 2**

If the Grievance Committee of the Union considers the grievance to be justified, the Grievance Committee **shall** first seek to settle the dispute with the employee's immediate **supervisor**.

**STEP 3**

Failing satisfactory settlement within two (2) working days after the dispute is submitted under Step 2, the Grievance Committee **shall** submit to the appropriate official of the Board a written statement of the particulars of the complaint and the redress sought. The Administrator of School Food **Services** shall hold a meeting with the Grievance Committee within four (4) working days after receipt of such notice and **shall** render his/her decision within five (5) working days.

**STEP 4**

Failing satisfactory settlement after the dispute **is** submitted under Step 3, the Grievance Committee **shall** within fifteen (15) working days submit to the appropriate Principal Official a written statement of the particulars of the complaint and redress sought. The Principal Official **shall** hold a meeting with the Grievance Committee within fifteen (15) working days after receipt of such notice and **shall** render a decision within five (5) working days.

**STEP 5**

**Failing** agreement being reached in Step 4, application shall **be** made to the Board or a Committee of the **Board**,

in writing, through the Superintendent of Administrative Services, ten (10) working days prior to the next regular Board meeting, stating the grievance concerned and a hearing shall be granted at the next regular meeting of the Board or a Committee designated by the Board following the 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 Article 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.

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

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

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 grievance or arbitration procedure, the parties may have the assistance of the employee concerned and any other witnesses, and all reasonable arrangements will be made to permit the

conferring parties or the arbitrator to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.09 No grievance shall be considered more than ninety (90) working days after the grieving party could reasonably be expected to have become aware of the circumstances giving rise to the complaint or grievance.

12.10 The Board shall recognize a Grievance Committee of not more than five (5) employees who are members of the Union.

#### ARTICLE 13 - MANAGEMENT GRIEVANCES

13.01 Any grievance instituted by the Board shall be referred in writing to the Recording Secretary of Local 134 C.U.P.E. within ten (10) working days of the occurrence of the circumstances giving rise to the grievance and two representatives of the Union shall meet within five (5) working days thereafter with the Director of Education to consider the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting the grievance may be referred by either party to Arbitration as provided in Article 12.03 at any time within eighteen (18) days thereafter but not later.

#### ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The number of hours assigned to an employee shall depend on the needs of the cafeteria or lunchroom determined by the Board, subject to Article 7. There shall be a minimum of three (3) working hours per day worked.

14.02 Employees shall be entitled to lunch and rest periods as follows:

- 4 hours or less - rest period
- 4-1/2 hours - running lunch
- 5 hours - coffee at station and running lunch
- 5-1/2 hours - rest period and running lunch
- 6 hours - rest period and running lunch
- 7 hours - rest period and running lunch
- 8 hours - 2 rest periods and running lunch
- Rest Period - 15 minutes
- Running Lunch - 30 minutes and is on call.

Rest periods, lunch periods and coffee at stations shall be at a time selected by the Board but shall in no way be construed as time off in lieu thereof.

14.03

- (i) Overtime at the rate of time and one-half shall be paid to employees authorized to work:
  - (a) After having worked eight (8) hours in a day.
  - (b) After 4:00 p.m. to an employee who is not on his/her normal shift.
  - (c) On Saturdays.
- (ii) Overtime at the rate of double time shall be paid to employees authorized to work:
  - (a) On Sundays.
  - (b) On Holidays as listed in Article 19.
  - (c) Emergency call in on Saturday.

14.04 An employee called in outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 15 - OTHER BENEFITS

15.01 The Board will contribute to the welfare plans on behalf of eligible employees in accordance with the following:

Such contributions will continue to be made for any employee for whom the Board was currently making a contribution as of December 31, 1972. Employees for whom the Board was not then currently contributing shall become eligible for contribution in the calendar year following upon their having worked 575 hours in a calendar year and once having established such eligibility, it shall continue during the period of their employment.

- (a) Ontario Health Insurance Plan - 100% of the appropriate premium.

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

The Board agrees to convene a meeting no later than October of each year to provide the Union with an opportunity to advise the Board of any concerns it may have with respect to the performance of the carrier.

- (b) Blue Cross or equivalent Extended Health Care Plan (\$25.00 - \$50.00 deductible) including the following provisions, effective January 1, 1987:

- (i) Eyeglasses benefits to a maximum of \$75.00 per person per two year period. If contact lenses are prescribed for medical rather than cosmetic reasons, the benefit will extend to a maximum of \$150.00 per person per two year period.
- (ii) Hearing aids benefits to a maximum of \$500.00 per person per three year period.
- (iii) Out-of-province coverage.

The Board will contribute 100% of the appropriate premium.

- (c) The Group Life insurance Plan: the Board shall pay 100% of the premium cost for the amount of life insurance selected up to a maximum of \$25,000 and 75% of the premium cost for any additional coverage selected.

Effective May 1, 1989, the maximum additional coverage available will be increased from \$100,000 to \$120,000. Employees on active employment will be permitted to increase their coverage by one increment (i.e. 15,000 to 25,000, 25,000 to 40,000, 40,000 to 60,000, 60,000 to 80,000, 80,000 to 100,000, 100,000 to 120,000) without a medical and to any increment with a medical.)

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 the employee's own and the Board's share of the premium. Termination of an employee who is at least fifty-five (55) years of age will be considered as retirement.

- (d) Pensions Schemes - As at present.

(e) Long Term Disability Plan:

Effective May 1, 1989 the Board agrees to pay 100% of the premium cost of the Long-Term Disability Plan.

- Effective January 1, 1990 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 January 1, 1990 and subsequent January 1st dates will be used for annual adjustments.

The Canada Consumer Price Index (C.P.I.) (Annual Average All-items 1981 = 100) from December to December will be used to determine the annual adjustments. The formula to determine the adjustment amount will be the C.P.I. increase from December to December minus one per cent (1%) with a maximum adjustment of four percent (4%) applying to payments being received from the Board's Long-Term Disability Plan.

Employees in receipt of L.T.D. benefits from the Board's Long Term Disability Plan shall continue to be eligible to participate in the Board's O.H.I.P., Extended Health Care and Dental Plans that apply to other members of the Union.

The premium share ratios and benefit coverage will be in accordance with the current collective agreement. Benefits will be based on the employee's salary as at the date of six months disability.



(f) The Board shall implement a Preventative Maintenance Dental Plan, effective January 1, 1987, based on the 1986 Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners. The Board shall pay 75% of the premium cost.

Effective May 1, 1989:

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

The Board share of this additional optional coverage shall be 75%.

The basic plan reimbursement shall be at a level of 100% with a maximum of five thousand dollars (\$5,000.00) per person annually).

The major restorative plan shall be reimbursed at a level of 80% with a maximum, combined with the basic plan, of ten thousand dollars (\$10,000.00) per person annually.

15.02 The Board agrees to provide lunch, if the employee so desires, without charge to each employee, which is to be consumed at a time designated by the Board.

15.03 The Board agrees to provide suitable accommodation for eating lunch and keeping and changing clothes.

15.04 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 cost and to be responsible for reimbursing the Board if they overpay on behalf of an employee because of the employee's failure to keep the Board informed.

15.05 While on L.T.D. an employee shall accumulate seniority.

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

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

This provision is to take effect for leaves commencing on or after May 1, 1989".

15.08 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 16 - SICK LEAVE

16.01 Employees shall become eligible for benefits under the "Sick Leave Credit and Gratuity Plan" including the provision for "Special and Miscellaneous Leaves" in the

calendar year following upon their having worked 450 hours in a calendar year. Such benefits shall be calculated on the basis of credits accumulating at the rate of nine (9%) percent of the time worked in the preceding calendar year and, following initial qualification, it shall continue during the period of their employment.

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

The following are additions to the "Sick Leave Credit and Gratuity Plan":

- (a) A licentiate of chiropractic may certify illness of over five consecutive working days.
- (b) 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".

For the purposes of Article 16, "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

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

Clause 9

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 10, Part II - Miscellaneous Leave

- add "grandparent and grandchild"

Part 1 - Special Leave #6 Paid at 80% of Basic Salary

- agree to amend to the following:

"An employee granted special leave shall, before going on such leave, execute an agreement with the Board in the form attached hereto to remain in the employ of the Board for a period of time equal to twice the period of the leave following the employee's return from leave."

Clause 25

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."

16.02 An employee returning to work after an absence must notify the cafeteria or lunchroom in which the employee works on the day prior to his/her return or the School Food Services Department by 8:15 a.m. latest on the day he/she wishes to return, unless specific arrangements have been made as to the date of return.

Should an employee arrive for work, after an absence, without due warning or a reasonable explanation and a casual employee has reported for work as a replacement, or is on his/her way to work the casual employee shall work that day instead of the regular employee.

The **regular** employee **will** not be paid for that day for their regular work assignment. However, if there **has** been an unexpected staff shortage which the **regular** employee is available to fill, the employee **will** be offered that assignment. The rate of pay **shall be** the appropriate rate for the work assigned to the employee on this day. **The** number of hours of work **shall** be determined by the **Administrator** of School Food Services.

16.03 The Board agrees to furnish to employees covered by this Agreement each pay day a statement showing the number of accumulated sick hours to her credit.

#### ARTICLE 17 • LEAVE OF ABSENCE

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

17.02 Leave of absence, without loss **of** sick leave credits or seniority, **shall** be granted upon request to the Board to employees elected or appointed to represent the Union at union related conventions or **seminars**, schools and conferences. Such leave of absence with pay **shall** not exceed a total of 10 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 ten (10) working days in one year for the same purpose shall be granted. It being understood that not more than two (2) employees from any one school will be absent at any one time.

When possible, requests from the Union for leave of absence to attend recognized Union conventions or seminars shall be submitted in writing to the Superintendent - Personnel Services at least one (1) week prior to the date for which approved leave of absence is being requested.

It being further understood that such unpaid days shall be paid by the Board and the Union subsequently billed for such amounts of salaries and benefits.

17.03 Employees who are granted leave of absence without pay in excess of forty (40) 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 approved leave of absence in excess of two (2) years.

17.04 The employees constituting the Negotiating Committee shall be given reasonable time off during working hours without loss of regular pay or other benefits under this Agreement while attending negotiating meetings with the Board, as well as reasonable time off with permission immediately preceding and following such meetings.

In addition to the above, members of the Negotiating Committee shall be entitled to a total of twelve (12) days leave of absence, without loss of salary or benefits in each calendar year, cumulative for the term of the Agreement, in order to prepare for negotiations.

However, no member of the Negotiating Committee may have more than **four** (4) days leave of absence **for this** purpose.

17.05 The President of the Union **or** designate covered by this Agreement, who is elected to **or** selected for a **part** time or intermittent position with the Union or any body with which the Union is affiliated **or** who is elected to public office, **shall be** granted leave of absence without pay and without loss of benefits to a maximum of 20 days **per** year.

It being understood that such unpaid days and benefits **shall** be paid by the **Board** and the Union subsequently billed for such amount and that where possible, seven (7) days' written notice **will be** given for such request for leave of absence.

#### ARTICLE 18 - UNION SECURITY AND DUES

18.01 After completion of fifteen (15) working days of employment with the Board, all new employees covered by this Agreement, **as** a condition of employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union.

18.02 The initial deduction of Union dues and initiation fee shall be made after the employee has received two (2) **pay** cheques and from the pay cheques on which Union dues are normally deducted.

18.03 The Board will deduct from every employee any dues, initiations **or** assessments levied in accordance with the Union Constitution and By-laws and owing by the employee to the Union. The total amount of said deductions **shall be** forwarded to the Treasurer of the Union not later than seven (7) days after **payroll**

deductions, accompanied by a list of employees from whose wages deductions have been made.

18.04 The **Board** agrees to acquaint new employees with the fact that a Union Agreement **is** in effect, and with the **conditions** of employment set out in the articles dealing with Union Security and Dues Check-off. New employees will be given a **copy** of the Agreement when they commence their employment.

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

18.06 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 deduction **as** authorized by the Union.

#### ARTICLE 19 - PAID HOLIDAYS

19.01 Employees shall receive the following holidays with **pay**:

Good Friday	Remembrance Day
Easter Monday	Thanksgiving Day
Queen's Birthday	

If November 11 is declared as a work day, another holiday at a mutually agreeable time will be declared.

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

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



19.02 In addition to those holidays listed in 19.01, employees shall also be entitled to the following holidays:

New Year's Day	Christmas Day
Dominion Day	Boxing Day
Labour Day	Civic Holiday

Payment for such holidays shall be included in their Vacation and Holiday Pay as listed in Article 20.01.

#### ARTICLE 20 - VACATION AND HOLIDAY PAY

20.01 Vacation Pay and Holiday Pay, as indicated in 19.02, shall be calculated and included in each pay cheque for all employees, in accordance with their years of service with the Board as of June 30th, 1988, as follows:

Under 9 years - 6%

In the calendar year in which an employee attains 9 years service - 8%

In the calendar year in which an employee attains 17 years service - 10%

In the calendar year in which an employee attains 24 years service - 10.4%

In the calendar year in which an employee attains 25 years service - 10.8%

In the calendar year in which an employee attains 26 years service - 12.0%

Vacation Pay and Holiday Pay, as indicated in 19.02, shall be calculated and included in each pay cheque for all employees, in accordance with their years of service with the Board as of June 30th, 1989, as follows:

Under 9 years - 6%

In the calendar year in which an employee attains 9 years service - 8%

In the calendar year in which an employee attains 17 years service - 10%

In the calendar year in which an employee attains 23 years service - 10.4%

In the calendar year in which an employee attains 24 years service - 10.8%

In the calendar year in which an employee attains 25 years service - 12.0%

20.02 Effective July 1, 1980 an employee who worked for another municipality or publicly funded educational system within Ontario, shall be credited for vacation purposes with that previous service provided there is no intervening employment. It is the responsibility of the employee to provide satisfactory documentation.

#### ARTICLE 21 - GENERAL CONDITIONS

21.01 Whenever 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.

21.02 The Board will give a copy of this Agreement to each employee within sixty (60) days after the Agreement is signed.

21.03 The rate of pay established for any new job classification within the bargaining unit shall only be implemented following discussion with the Union.

If the Union disagrees with the rate of pay which has been implemented for a new job classification, the rate of pay **may** be the subject of a grievance commencing at Step 4. If the grievance **is** upheld the rate **of** pay **shall** be retroactive to **the** time that the classification was first filled.

21.04 All letters of understanding signed by both the Board and the Union **shall** form **part** of this Agreement.

21.05 A Labour Management Co-operation Committee **shall** be established **with** no more than four (4) representatives of the Union, two (2) of which are covered by this Agreement to consider matters of mutual interest. Meetings to be held **every** two months.

Notwithstanding the above, additional **meetings** **wid** be held when **the Board** and the Union agree that **such** a meeting is necessary.

21.06 **All** work **shall** be performed according to the provisions of the Occupational Health and Safety Act of Ontario, 1980. The Safety Committee that has been established in accordance with the above Act **shall** be continued. Nothing in the above **shall** prevent the Union from bringing matters relating to the Health and Safety directly to the appropriate supervisor **or** from exercising any option available to them under the Occupational Health & Safety Act of Ontario, 1980.

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

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

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

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

In the event of technological change which results in the reduction of the number of **permanent** employees required, clauses 7.08 and 7.09 shall apply.

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

Any depletion of **staff** as a result of technological change **as** outlined in the definition will be discussed at a meeting of the Labour Management Co-operation Committee to **be** held one (1) month prior to implementation of the depletion.

#### ARTICLE 22 - PAYMENT OF WAGES

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



The Board **will** deliver paycheques to employees in sealed envelopes.

#### ARTICLE 23 - UNIFORMS

23.01 The Board agrees to provide five (5) aprons and three (3) **uniforms** to each employee, which **will** remain Board property. The employees **will** have input **on** the choice and **will maintain** them and replacement **will be on** an exchange **of one for one**.

**Upon** receipt **of** an invoice the **Board** will pay up to thirty-two dollars (**\$32.00**) towards the purchase of shoes once each year provided **all** employees, while at **work**, wear **flat** heel shoes with non-slip soles with closed toe and closed heel. The shoes **shall remain** the property of the employee.

#### ARTICLE 24 - TRANSPORTATION

24.01 Employees who are required by the Board to move from their assigned work locations, after arriving for work, shall receive a travelling allowance of the equivalent T.T.C. cash fare per move.

#### ARTICLE 25 - TERM OF AGREEMENT


25.01 This Agreement **shall** be in force **for** a term of two (2) years, effective from January 1, 1988, and **shall** expire December 31, 1989, and shall continue in force from year to year thereafter, **unless in** any year not **more** than ninety (90) days 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 or any proposed renewal or **revision** of this Agreement, the Agreement, **in** the form in which it

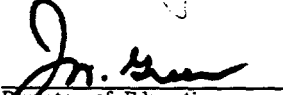
may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever first occurs.

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

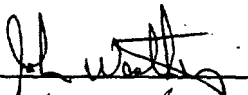

IN WITNESS WHEREOF each of the parties hereto has caused by this Agreement to be signed by its duly authorized representatives as of this 26<sup>th</sup> day of July, 1991.

FOR THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

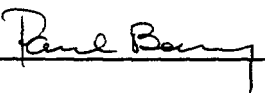
  
\_\_\_\_\_  
Chairman

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

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 134

  
\_\_\_\_\_  
  
\_\_\_\_\_

CANADIAN UNION OF PUBLIC EMPLOYEES

  
\_\_\_\_\_

APPENDIX "A"

	<u>Jan. 1</u> <u>1988</u>	<u>June 1/</u> <u>1988</u>	<u>Jan. 1</u> <u>1989</u>	<u>March 31</u> <u>1989</u>
1. GENERAL WORKER (Under 1 year)	\$8.48	\$8.56	\$8.99	\$9.24
2. GENERAL WORKER (Over 1 year)	8.59	8.68	9.11	9.36
3. SENIOR COOK	10.15	10.25	10.76	11.01
4. LEAD HAND - (Note 1)	8.78	8.87	9.31	9.56

NOTES

1. Lead hands shall be designated on an "as needed basis" and paid the bonus rate on a continuing basis from date of designation until relieved of the position.
2. When there is an absence of a senior cook for a period of one (1) day or more, the employee replacing the senior cook shall receive an additional seventy-five (75¢) per hour for the full period of substitution.
3. Employees at the Island Natural Science School shall receive an additional two dollars (\$2.00) per day.
4. In locations where a general worker is the only assigned employee that general worker shall be paid the Lead Hand rate of pay.



APPENDIX "B"

District 1 - 12 Schools

Wilkinson P.S.  
Earl Grey P.S.  
C.A.L.C.  
Danforth Tech.  
Lakeview S.S.  
Eastdale

Jarvis C.I.  
Eastern H.S. of Commerce  
Riverdale C.I.  
Malvern C.I.  
Monarch Park C.I.  
Castle Frank H.S.

District 2 - 12 Schools

Glenview P.S.  
Sunnyview P.S.  
Winona P.S.  
Lawrence Park C.I.  
North Toronto C.I.  
Northern Secondary

**Oakwood C.I.**  
West Park S.S.  
Bloor C.I.  
Brockton H.S.  
Metro School for the Deaf  
Heydon Park S.S.

District 3 - 11 Schools

Central Tech.  
Humberside C.I.  
Western Tech-Comm.  
Harbord C.I.  
Central Commerce  
Parkdale C.I.

Bickford Park H.S.  
Island Natural Science  
Boyne River Natural Science  
West Toronto S.S.

APPENDIX "C"

SICK LEAVE GRATUITY

The Metropolitan Toronto Sick Leave ~~Credit~~ Gratuity Plan was introduced on January 1, 1972 for non-teaching staffs. Gratuity calculations for retiring employees hired prior to the above date are calculated against both the Metro and Toronto Gratuity Plans and the retiring employee is paid the greater amount. Gratuity calculations for employees hired after the above date are calculated using the Metro formula only.

Under the Toronto Gratuity Plan in effect prior to January 1, 1972, the calculation shall be made in accordance with the following schedule:

Up to 10 years' service - nil  
11 years' service - 3% of annual salary at leaving  
12 years' service - 6% of annual salary at leaving

and for each additional year of service, a further 3%, up to a maximum allowance of 50% of annual salary at date of leaving the service.

Under the Metropolitan Toronto Plan, the gratuity paid is equal to 2% of total annual salary at the time of retirement multiplied by the number of full years' service with this Board or a Board of Education in the Metropolitan Toronto area, to a maximum of 50% of the annual salary. This payment is dependent on the employee being 55 years of age or older and having the required number of sick leave credits in their account at retirement.

LETTER OF UNDERSTANDING

between

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

and

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 134 (School Food Services)

The following is the position of the Board of Education for the City of Toronto and Local 134 of the Canadian Union of Public Employees with respect to the interpretation or intent as it applies to the 1988-1989 Union Agreement:

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.02 It is mutually agreed that all four hour a day employees who were receiving a running lunch as at April 13, 1976, shall continue to receive a running lunch as long as they continue to work a four (4) hour day.

ARTICLE 15 - OTHER BENEFITS

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

Article 15.01(f)

The Confederation Life Insurance Company will be the carrier underwriting the Dental Plan.

### Retroactivity

Retroactivity shall be paid on wages only to employees on the staff of the date of ratification, to retired employees, to employees on leave of absence, to the estate of deceased employees, to employees who have been laid off and to employees who have resigned. In each case pro-rated according to the time worked since January 1, 1988.

### Wage Reopener

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

No other Collective Agreement provisions will be open for renegotiation during the term of the Collective Agreement which expires 31 December 1989.

Benefits Booklet - include the following as a Letter of Understanding

"within 60 days from ratification the Board will provide the Union with a detailed booklet setting out comprehensive information relating to the Boards' master plans covering the following benefits:

- (a) Group Life Insurance
- (b) Extended Health Care Plan
- (c) Dental Plan
- (d) Long Term Disability Plan

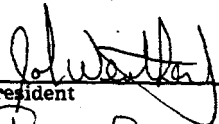
It is understood that the foregoing will not prejudice the Union's right to obtain copies of the Board's master insurance plans by whatever legal avenue may be available."


IN WITNESS WHEREOF each of the parties hereto has  
mused this Letter of Understanding to be signed by its  
duly authorized representatives as of this 26<sup>th</sup>  
day of July, 1991.

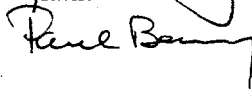
THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

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

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 134 (SCHOOL FOOD SERVICES)

  
\_\_\_\_\_  
President





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