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1990 - 1991
COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION
 FOR THE CITY OF TORONTO

-and-

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

464025

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**THIS AGREEMENT made in duplicate this 18th day of
April, 1994**

BETWEEN

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

PARTY OF THE FIRST PART

and

**LOCAL 134,
CANADIAN UNION OF PUBLIC EMPLOYEES
SCHOOL FOOD SERVICES
(hereinafter called *the* "Union")**

PARTY 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**.

NOW **THEREFORE** "HIS 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 ~~servicing~~ 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 ~~woks~~ 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**.

- (d) (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**.
- (e) 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 Administrator 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 effective the first of the school year following their having worked 575 hours in the preceding school year and once having established such eligibility, it shall continue during the period of their employment.

(a) Employees shall have the privilege of participating in the Blue Cross Semi-Private Hospital Coverage

Plan, or equivalent, and the **Board** shall pay 75% of the premium cost effective June 1, 1990 and 100% of the cost of the premium effective January 1, 1991.

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:
 - (i) Eyeglasses benefits to a **maximum of \$120.00 per person per two year period** effective June 1, 1990. Effective **January 1, 1991**, the maximum benefit is \$140.00 per person per two-year period. If **contact lenses** are prescribed for medical **rather** than cosmetic reasons, the benefit will extend to a **maximum of \$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 the **full** premium cost of the first **thirty**

thousand (\$30,000) dollars effective June 1, 1990 of coverage and 7.5% of the applicable premium for any additional coverage up to the maximum coverage selected.

Effective June 1, 1990, the maximum additional coverage available will be increased from \$120,000 to \$140,000. 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** Extended Health **Care**, Semi-Private 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 provide a Preventative Maintenance Dental Plan, **including a Basic as well as a Major Restorative and Orthodontia option, effective June 1, 1990. Reimbursement shall be based on the 1989 Ontario Dental Association Schedule of Fees for Dental Services** provided by General Practitioners.

Effective January 1, 1991, reimbursement shall be based on the 1990 Ontario Dental Association tariff schedule.

The basic plan reimbursement shall be at a level of one hundred percent (100%) with a maximum of five thousand dollars (\$5,000) per person annually. The Board's share of the premium for this coverage shall be 80% effective June 1, 1990 and increased to 90% effective January 1, 1991.

The Major Restorative/Orthodontia plan, which includes caps, crowns, dentures and orthodontia, shall be reimbursed at the following levels:

- (a) eighty percent (80%) for Major Restorative Services with a maximum, combined with the Basic plan, of ten thousand dollars (\$10,000) per person annually;
- (b) fifty percent (50%) for Orthodontia Services with a maximum of one thousand dollars (\$1,000) per person annually and a lifetime maximum of two thousand dollars (\$2,000).

The Board's share of the premium for this additional optional coverage shall be 80% effective June 1, 1990 and increased to 90% effective January 1, 1991.

The Board shall pay its share of the premium cost of the single or family coverage, as the case may be, for those employees who have completed the necessary enrolment forms to participate in such plan and who have agreed to provide the balance of the premium cost through payroll

deduction.

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, and group life 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 Gravity 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**."

Part II Miscellaneous Leave

Include the following in **Miscellaneous Leaves** with **deductions from credits**:

"a father attending the **birth** of the father's child."

Clause 10

- 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 am. 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 **his/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, 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 will 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 **forty dollars (\$40.00)** 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.

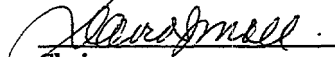
ARTICLE 25 - TERM OF AGREEMENT

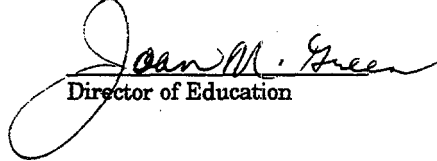
25.01 This Agreement **shall** be in force for a term of two (2) years, effective **from January 1, 1990**, and **shall expire** December 31, 1991, and **shall** continue in force **from year to year thereafter, unless** in any year not **more** than ninety (90) days **before** the date of its termination, 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 18th day of April, 1994

FOR THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO


Chair


Director of Education

LOCAL 134,
CANADIAN UNION OF PUBLIC EMPLOYEES





APPENDIX "A"

	11:59 p.m. <u>Dec. 31/89</u>	<u>Jan. 1/90</u>	<u>Jan. 1/90</u>	<u>Jan. 1/91</u>
1(a) GENERAL WORKER (Under 1 year)	\$9.33	\$9.33	\$9.96	\$10.64
1(b) GENERAL WORKER (Under 1 year) at Island Natural Science School see notes #3, #6	9.33	10.58	11.30	12.07
2(a) GENERAL WORKER (Over 1 year)	9.45	9.45	10.09	10.78
2(b) GENERAL WORKER (Over 1 year) at Island Natural Science School see notes #3, #6	9.45	10.70	11.43	12.21
3. SENIOR COOK	11.12	11.12	11.88	12.69
4(a) LEAD HAND (Note 1)	9.66	9.66	10.32	11.02
4(b) LEAD HAND at Island Natural Science School see notes #3, #6 (Note 1)	9.66	10.91	11.65'	12.44

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.
5. When there **is an** absence of a Food Service **Manager** of one (1) full day or more, **the** Lead Hand replacing the Food **Service** Manager shall receive **an** additional hourly **rate** of pay equivalent to **one** half (**1/2**) **the** difference between the **minimum** hourly **rate** of pay for the classification of Food **Service** Manager and the hourly rate of pay for the Lead **Hand** replacing the absent Food Service **Manager** for the full **period** of **substitution**. A **General** Worker replacing a **Food** Service **Manager** will be **temporarily reclassified** as a Lead **Hand** before applying the **provisions** of **this** clause.
6. Employees **at** the Island Natural Science **School** **are** required to **sleep** over at the school when assigned.

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.
Sunny View P.S.
Winona P.S.
Lawrence Park C.I.
North Toronto C.I.
Northern Secondary

Oakwood C.I.
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.

APPENDIX "D"

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

Pregnancy Leave or Adoption Leave and any subsequent leave granted by the **Board** under the **terms** of the Collective Agreement to **which this Plan** is appended; and

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

7. The two week waiting period before U.I. benefits commence is the maximum number of weeks for which a SUB is payable.
8. The duration of this Plan is from the first day of the second month following signing of the Collective Agreement to which this Plan is appended or the date of approval of this Plan by the Canada Employment and Immigration Commission, whichever is later, until December 31, 1991.

LETTER OF UNDERSTANDING

between

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

and

**LOCAL 134, CANADIAN UNION OF
PUBLIC EMPLOYEES
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 1990-1991 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 regarding 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(c)

The effective date for the change in **minimum** and **maximum** coverage shall be (the **first** day of the second month **following** ratification). An employee **on** active employment shall be allowed to move up one level of coverage over **the** employee's present coverage without proof of **insurability**.

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, 1990**.

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."

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**.

cost of Living Allowance

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

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

HOURLY Paid Employees

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

where A is calculated as follows:

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

WEEKLY Paid Employees

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

where A is calculated as follows:

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

ANNUAL SALARY Paid Employees

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

where A is calculated as follows:

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

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

E. The monthly allowances(s), if any, shall be accumulated

and become payable in a lump sum to eligible employees as soon as reasonably possible following the publication of the December, 1991 C.P.I. The amount payable will, in no event, exceed 3% of the employee's Basic Annual Wages or Basic Annual Salary.

- F. Should Statistics Canada modify, amend or alter its method of calculation of the Consumer Price Indices, the Consumer Price Indices as defined by Statistics Canada on the date of the execution of this collective agreement will continue to apply throughout the period set out in paragraph A above.
- G. Eligible employees are those defined in the retroactive clause in each collective agreement and who are on staff as of December 31, 1991.
- H. The lump sum payment payable in E above shall be incorporated into the employees rate of pay effective December 31, 1991, 11:59 p.m.

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

Pay Equity Review

If the Pay Equity Review does not result in an increase in the rates of pay for employees covered by this Collective Agreement, the Board will increase the rates of pay for employees by 2% retroactive to January 1, 1990.

Collective Agreement

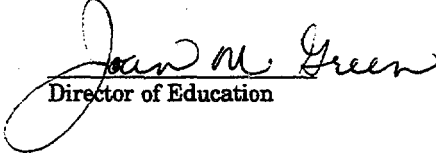
The School Food Services and Drivers and Driver's Helpers Agreements will be included in the Plant Operations and Maintenance Departments Collective Agreement with any losses or gains to be mutually agreed. The parties agree to sign individual agreements and then combine the agreements into one agreement which will be signed before December 31, 1991.

Island Natural Science School - Sleep Over

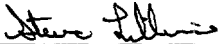
On a regular basis, during the Island Natural Science School's operation, the Board has required two School Food Services employees to sleep over at the school on any given night. This practice is intended to continue in future, however, if there is a need to change this practice, the Union will be consulted.

IN WITNESS WHEREOF *each of the parties hereto* has caused this Letter of Understanding to be *signed* by its duly authorized representatives as of this 18th day of April, 1994.

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO


Director of Education

LOCAL 134, CANADIAN UNION
OF PUBLIC EMPLOYEES
SCHOOL FOOD SERVICES


President

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