

SOURCE	B.D.O.F.E.D.U.C.		
EFF.	88	01	01
TERM.	89	12	31
No. OF EMPLOYEES	110		
COLLECTIVE AG	NOMBRE D'EMPLOYÉS		
	70		

BETWEEN

THE BOARD OF EDUCATION FOR THE BOROUGH OF

EAST YORK

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 463 - UNIT "A"

CARETAKING STAFF

1988-89

MAY 24 1990

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## CARETAKING STAFF

### ARTICLE 1 - PURPOSE

- 1.01 WHEREAS it is the desire of both parties to this Agreement to ~~maintain~~ the existing harmonious relations and settled condition; of employment between the Board and the Union. to promote cooperation and understanding between the Board and its staff. to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions. hours of work and scale of wages, and to encourage efficiency in operation.
- 1.02 AND WHEREAS it is thought desirable that methods of bargaining and all matters pertaining to, the working conditions of the employees be drawn up in an Agreement.
- 1.03 NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained agree each with the other.

### ARTICLE 2 - CONTRACT LANGUAGE

- 2.01 Words importing the singular shall include the plural and vice-versa. and words **importing** one gender shall include the other gender.

### ARTICLE 3 - RECOGNITION

- 3.01 The Board agrees to recognize the Union as the sole and exclusive bargaining agent of all Caretakers, **Caretaker-Engineers**, Shift Leaders, Head Caretakers, Stockkeepers, Matrons, and Courier Drivers in the employ of the Board. save and except foremen, persons above the rank of foremen, students employed during the summer vacation period and persons regularly employed for nor more than 24 hours per week.
- 3.02 The Board hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in matters affecting the relationship between the parties of this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

- 3.03 The Board shall allow the negotiating committee, to a maximum of nine representatives for the Local (Unit A and B), the necessary time off with pay for the purpose of conducting the actual negotiations of a renewal of this Collective Agreement. In addition, one day with pay, limited to four members of the committee, will be allowed for preparation of the preliminary submission.
- 3.04 Except as provided in 3.03, 3.05, and 3.06, the Union shall reimburse the Board for salary and benefit costs of Union members engaged in Union business during normal business hours.
- 3.05 Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the employer, participation in negotiations, arbitration and Executive meetings.
- Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties shall be considered as time worked.
- 3.06 Leave of Absence without loss of sick leave credits or seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at recognized Union conventions or seminars. Such time shall not exceed a total of twenty (20) working days for the Local (Unit A & B) with pay. In any one year, it being understood that no more than five (5) members of the Union may be absent at any one time.
- 3.07 The Members of the Bargaining Unit will when on duty protect the property of the Board dutifully, faithfully, and to the best of their ability perform the work falling within the scope of their employment, obey the lawful orders of the Board, conform to the Board's regulations with respect to caretaking and at all times promote the interests of the Board.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Board agrees that there will be no discrimination exercised or practised by reason of any employee's membership or activity in the Union.
- 4.02 Both the Board and the Union shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the code. Cases of sexual harassment, as defined in law, shall be considered as discrimination for the purposes of this clause.

ARTICLE 5 - UNION SECURITY

- 5.01 The board shall deduct from every member of the bargaining unit referred to in Article 3, whether the employee is a member of the Union or not, any monthly dues, initiations, or assessments levies, in accordance with the Union constitution and/or by-Laws, and owing by the employee to the Union.
- 5.02 Temporary employees shall pay dues on a pro-rata basis.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes that it is the right of the Board to maintain order, discipline and efficiency and to hire, discharge, transfer, promote, demote and suspend employees provided that the foregoing rights are not used in a manner contrary to the provision of this agreement. Every member of the Union shall be subject to disciplinary action for unbecoming conduct while on duty or for any violation of this contract or any of the written regulations of the Board, such as in Board policies and Administrative Procedures.
- 6.02 Copies of all policy decisions adopted by the Board, which affect this Agreement are to be forwarded to the union two weeks prior to implementation and posted on all Caretaker bulletin boards, when practical.

6.03 An employee may be disciplined only for just cause.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 During the term of this Agreement, the Union agrees that it shall not cause or sanction any strikes. During the term of this Agreement, the Board agrees that it shall not cause or sanction a lockout of its employees.

ARTICLE 8 - DEFINITIONS

8.01 For the purposes of this Agreement, the work "classifications" shall be those set out in Schedule A attached to this Agreement.

8.02 Individual employees shall be classified as one of the following types of employee:

- i) Occasional employees are employed on a day to day intermittent basis to fill in for absent employees on a short term basis.
- ii) Temporary employees are employed for a longer but indeterminate period of time to fill in for employees who are absent on a long term basis such as Long Term Disability.
- iii) Probationary employees are employees appointed to a vacant position within the bargaining unit. Preference will be given in filling these vacancies to temporary employees and they shall be credited, for seniority purposes only, with service as a temporary employee.
- iv) Permanent employees have successfully completed a six month probationary period.

ARTICLE 9 - SENIORITY

- 9.01 Seniority shall be established on the basis of an employee's service with the Board. Seniority shall be calculated from the date of which an employee is last hired.
- 9.02 After six months of cumulative employment with the Board, probationary employees shall be included in the permanent staff, and shall be notified in writing unless otherwise mutually agreed to by the Board and the Union.
- 9.03 The Board will maintain a seniority list showing the dates upon which each employee's service commenced.
- (A) The Board shall supply the Union with an up-to-date copy of this seniority list in January of each year.
- 9.04 An employee's seniority may be broken for the following reasons:
- i) Dismissal that is not reversed by the Grievance Procedure.
  - ii) Voluntary resignation.
  - iii) Absence without leave without satisfactory explanation.
- 9.05 Seniority shall be the first consideration in the event of a reduction of personnel of the bargaining unit.

ARTICLE 10 - STAFF CHANGES

- 10.01 The Board agrees that the following positions will be posted in bulletin Form at all schools at least five working days prior to filling the position on a permanent basis:
- i) New positions.
  - ii) Positions available due to the promotion, retirement, death or disability of the incumbent.
  - iii) All Head Caretaker positions regardless of how the vacancy occurs. However, a Head Caretaker will *not* be eligible to apply for another opening at the same level for a period of one year.



Such posting shall take place at the time a new position is created or when the aforementioned situations in (ii) or (iii) above occur.

The Union agrees that when a position must be filled as the result of a lateral transfer requested by the member of the bargaining unit (except in the case of (iii) above), the position will not be posted.

Notwithstanding the foregoing, where a Caretaker or Caretaker-Engineer wishes to be transferred to a particular school, location or assignment, that individual shall submit such request in writing to the Board. Where a position is to be filled without it being posted, the Board shall consider these requests in filling the position.

Any transfer request shall be valid for one year from date of filing and where more than one request is on file for any particular work assignment, seniority shall determine the order of consideration.

- 10.02 The Board shall notify the Union every three months of the names of all personnel who have been added to or deleted from the bargaining unit since the last report.
- 10.03 Qualifications and proficiency shall be the deciding factor when promotions are made and vacancies filled. When qualifications and proficiency are reasonably equal in the opinion of the Board, seniority shall be the deciding factor.
- A) In the event of a transfer, whenever possible one week's notice shall be given to those affected.
- B) Shift leader positions to become vacant annually.
- 10.04 **Lay-off and recall procedure** - Both parties recognize that job security shall increase in proportion to the length of service.
- A) In the event of a lay-off, employees shall be laid off in the reverse order of their classification seniority.
- B) Employees shall be recalled in the order of their classification seniority, provided they are qualified to do the work.

- C) For the purpose of this article, Head Caretakers and Caretaker-Engineers will be considered to be in the same classification.
- D) No new employee shall be hired in a position which a regular employee is willing to fill, or until those laid off have been given the opportunity of recall.
- 10.05 Advance notice of lay-off - Unless legislation is more favourable to the employees, the Board shall notify employees who are to be laid off thirty working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days provided in this article, such employee shall be paid for the days for which work was not made available.
- 10.06 Retention of seniority during lay-off - An employee shall not lose seniority rights if absent from work because of lay-off. An employee on lay-off shall only lose seniority in the event:
- A) Such employee fails to return to work within seven calendar days following a lay-off and after being notified by registered mail to do so, unless having notified the Board of sickness or other just cause acceptable to the Board. It shall be the responsibility of the employee to keep the Board informed of the employee's current address. An employee recalled for occasional work from employment elsewhere, shall not lose recall rights for refusal to return to work.
- B) Such employee is laid off for a period longer than two years.
- 10.07 When a person returns to work from Long Term Disability or Workers' Compensation, they shall return to the job level at which they left.
- A) If there is not a job opening at that level then they shall return at a lower level job until one in the higher level is available.
- B) The rate of pay will be at the prevailing rate of the job to which they return of the rate of pay at which they left, whichever is greater.

- C) **In** the event the employee does **not** accept a job at the level at which they left when one is available. the rate of pay shall be that of the job they are performing.

ARTICLE 11 • GRIEVANCE AND ARBITRATION PROCEDURE

11.01 The Board and the Union jointly recognize the desirability of preventing grievances through the use of good judgement, good communications and clear directives by both parties. If an employee is unable to resolve by informal discussion with the appropriate Head Caretaker and/or Supervisor of Plant (Caretaking), any question as to interpretation, application, administration or alleged violation of this Agreement, including whether the matter is arbitratable, the employee may lodge a grievance as provided hereinafter, but any deviation from this procedure shall result in the forfeiture of all rights under this article.

11.02 Grievance Procedure:

Step 1 - An employee, within five working days of the origination of the grievance, will discuss any grievance with the appropriate Head Caretaker and/or Supervisor of Plant (Caretaking) in the presence of a steward if the employee so desires.

Step 2 - Failing satisfactory settlement in Step 1, the employee shall submit the grievance to the Union. If the grievance committee of the **Union** considers the grievance to be justified, the Union shall, within ten working days of the discussion in Step 1, submit the grievance in writing to the Superintendent of Personnel and Employee Relations. The written grievance shall contain the particulars of the grievance and the redress sought. The Superintendent of Personnel and Employee Relations or his designate shall hear the grievance and shall render a decision within five working days after receipt of such written complaint.

Step 3 - Failing satisfactory settlement at Step 2, and within five working days after receipt of the decision under Step 2, the Union will submit to the Director a written statement of the particulars of the complaint and the redress sought. The Director or his designate shall hear the grievance and shall render a decision within five working days after receipt of such written complaint.

Step 4 - Failing satisfactory settlement at Step 3, within five working days the Union may then proceed to arbitration.

#### 11.03 Arbitration Procedures:

Step 5 - To proceed to arbitration, the Union shall within five working days, give written notice to the Board of its intention to proceed to arbitration together with the name of its appointee to the Arbitration Board.

Step 6 - Within five working days from the date of receipt of the notice from the Union, the Board shall notify the Union of the name of its appointee to the Arbitration Board.

Step 7 - The two appointees shall within ten working days of the appointment of the second of them or within a time mutually agreed upon, appoint a third person who shall be the Chairman. If either party fails to name an appointee to the Arbitration Board or if the appointees fail to agree upon the Chairman within the time limit, the Ontario Labour Arbitration Commission shall be requested to make the appointment of the Chairman pursuant to the Labour Relations Act.

Step 8 - The Arbitration Board shall hear and determine the grievance and shall issue a decision where feasible within thirty calendar days of the completion of the hearing. The decision shall be final and binding upon the parties to the grievance. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

If the grievance concerns the discipline of an employee, including disciplinary dismissal, the Arbitration Board may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.

Each of the parties shall bear the expenses of its own appointee to the Arbitration Board and one-half the expenses of the Chairman of the Arbitration Board.

11.04 General Procedures:

- (A) Where a dispute involving a question of general application or interpretation occurs, the Board and Union agree that this grievance shall be lodged at Step 2.
- (B) Replies to grievances shall be in writing at all stages.
- (C) The Board shall supply the necessary facilities for the grievance meeting.
- (D) The time limits of both the grievance and arbitration procedure may be extended by consent of the parties of this Agreement, or provisions of the Labour Relations Act.
- (E) At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses 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. Each party may also be assisted or represented by counsel or advisors throughout the grievance-arbitration procedure.
- (F) The recording secretary of the Union will be sent a copy of any written warnings to an employee covered by this agreement.

ARTICLE 12 - PERSONNEL RECORDS

- 12.01 An employee having made a request to the Personnel Office may review his or her personal file. Such review may be made at a time mutually arranged between the Personnel Office and the employee concerned during normal business hours, and either party of this Agreement may request that the employee be accompanied by a member of the executive of the Union local.

- 12.02 Should the employee dispute the accuracy or completeness of any information contained in the file, the Board shall on receipt of a written request by the employee stating the alleged inaccuracy either confirm or amend the information where possible. An employee may, upon request, receive a copy of this confirmed or amended information.
- 12.03 Where two (2) years have elapsed since the recording of a disciplinary notation on an employee's file, the substance of such disciplinary notation shall not be the basis for further disciplinary action, and said notation shall be removed from the employee's file after five (5) years.

### ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 Eight continuous hours (exclusive of lunch break) shall constitute a normal day's work and forty hours of five consecutive days work, Monday to Friday, a normal week's work.
- 13.02 Where overtime is necessary, such overtime shall be shared fairly among employees concerned.
- 13.03 When the Board requires an employee to work beyond a normal day's work, or a normal week's work, that employee shall be paid for such overtime at the rate of one and one-half times the regular rate of pay except that:
- A) All work on Sundays and Holidays shall be at double the regular rate of pay.
  - 5) All work on Saturdays due to emergency call in shall be at double the regular rate of pay.
- 13.04 A Caretaker, Caretaker-Engineer, or Head Caretaker required by the Board to return to work outside the employee's scheduled working hours, shall be paid for a minimum of three hours at overtime rates provided that such employee is recalled because of circumstances over which that employee has no control or which are not due to the employee's own fault or negligence.

- 13.05 If any member of the Caretaking staff is **absent** from work. the Board shall endeavour to supply substitute help. In the event that **substitute** help cannot be secured for **night** work. the Caretaking staff of the school will share the absent Caretaker's work and will be paid overtime for these hours at the appropriate overtime rate as set out in Clause 13.03.
- 13.06 The Board agrees that for those employees covered by this Agreement who are **not** permitted to leave the premises on the day shift. the shift shall be eight hours with a running lunch.
- 13.07 Shifts shall be on a rotating basis for Caretakers and Caretaker-Engineers. If it is agreeable among the employees concerned. an employee may be permitted to work **on** a steady rather than a rotating shift.
- 13.08 All full-time employees who are performing shift work shall be paid an amount calculated on the **basis** of 4% of straight time hourly rate. for all evening and night shifts actually worked.
- A) An evening shift shall be any eight hour shift commencing at **3:00 p.m.** or later.
- B) A night shift shall be any shift commencing at **11:00 p.m.** or later.
- C) In normal practice the **shifts** will **fall** within the hours **as** listed below. However, this is **not** to be construed as limiting shifts to these hours.
- I) **DAY SHIFT**      **7:00 a.m. - 5:00 p.m.**  
9 hours, 1 hour for lunch  
**8 1/2 hrs. 1/2 hr** for lunch  
when school not in session
- II) **EVENING SHIFT** **3:00 p.m. - 12:00 p.m**  
**8 hrs.** running lunch
- III) **NIGHT SHIFT**    **11:00 p.m. - 8:00 a.m.**  
**8 hrs.** running lunch
- IV) **SPLIT DAY**      Any shift commencing **on** or after  
**SHIFT**                    **9:00 A.M.** will earn shift premium  
                                  **for** time worked after **3:30 P.M.**

- 13.09 When an employee's shift is worked between two schools paid travel time will be allowed. Travel allowance will be paid per 18.15.

#### ARTICLE 14 - STATUTORY HOLIDAYS

- 14.01 The following Statutory Holidays shall be allowed with pay: New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and all other days proclaimed Holidays by lawful authority.

In addition, one additional paid holiday in each calendar year on a date to be mutually agreed with the Union shall be granted.

- 14.02 When any of the aforementioned holidays falls on a Saturday or Sunday, the Board shall have the choice of giving an alternative day off with pay or an additional day's pay.
- 14.03 Temporary employees shall be paid for the above noted holidays provided they work the scheduled day preceding and following the holiday.

#### ARTICLE 15 - VACATIONS

- 15.01 Annual vacations shall be granted during the summer school recess (excluding the two weeks before school opening) unless otherwise specifically arranged, upon the employee's individual request. Notwithstanding the foregoing, members of the bargaining unit may be granted part of their holiday entitlement during the Christmas and mid-winter breaks as long as no replacement is required and as long as each school has adequate coverage as determined by the Board.
- 15.02 All employees shall, whenever conveniently possible, be granted the vacation period preferred by the employee, preference in choice of vacation dates shall be determined by seniority of service with the Board.



15.03 All employees covered by this Agreement with less than twelve months service with the Board as of June 30th shall be entitled to one day's vacation with pay for each complete month of continuous service prior to June 30th, with a maximum of ten working days' vacation with pay, provided they were in the employ of the Board on June 30th.

15.04 The annual vacation of all employees covered by this Agreement who have completed the following years of service with the Board within the calendar year shall be for 1988:

After 1 year of service 3 weeks vacation  
After 9 years of service 4 weeks  
After 17 years of service 5 weeks  
After 23 years of service 5 weeks + 1 day  
After 24 years of service 5 weeks + 2 days  
After 25 years of service 5 weeks + 3 days  
After 26 years of service 6 weeks

**For 1989:**

After 23 years of service 5 weeks + 1 day  
After 24 years of service 5 weeks + 2 days  
After 25 years of service 6 weeks vacation

15.05 Should a statutory or declared holiday, as defined in Article 14, fall or be observed during an employee's vacation period, such employee will be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

15.06 The Board agrees to post the vacation application lists prior to April 1st in each year.

15.07 An employee with over one year's service leaving the employ of the Board at any time in the vacation year before having taken vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation on the basis of two weeks holiday per year.

A) For retiring personnel the basis shall be proportionate to the normal holiday entitlement under Clause 15.04.

- 15.08 Employees who previously worked for another Board of Education or School Board in Ontario shall be credited, for vacation purposes only, with previous service with that other Board, provided that there was no intervening period of employment and provided further that the application of this clause shall not result in duplication of vacation pay in any one year.
- 15.09 Notwithstanding 15.01 employees with a vacation entitlement of three weeks both in the current year and the year next following shall be granted permission on request to take one week of their current annual vacation in the year next following consecutive with the current annual vacation for that year.

#### ARTICLE 16 - SICK LEAVE AND GRATUITY PLAN

##### **GENERAL**

- 16.01 The Sick Leave Credit and Gratuity Plan shall be in effect for Probationary and Permanent employees. Each employee shall be advised of the number of accumulated sick days to his/her credit either by an annual statement or on the pay-cheque stub.
- 16.02 In the following description of the sick leave credit and gratuity plan hereinafter referred to as "The Plan".
- (A) "Basic Salary" means salary, as per relevant schedule, or collective agreement, exclusive of overtime.
  - (B) "Board" means The Board of Education for the Borough of East York.
  - (C) "Credit" means a sick leave credit entitling an employee or part-time employee to be paid his/her salary or part-time salary respectively for one day under the provisions of this plan during his/her absence from duty.
  - (D) "Director" means the Director of Education and Secretary-Treasurer for the Board.
  - (E) The "Working Year" means the calendar year commencing on the first day of September.
  - (F) W.C.B. means the Workers' Compensation Board of Ontario.

- 16.03 Subject to the final authority of the Board, the Director shall have power to do and perform all things necessary for the conduct of the Plan.
- 16.04 All employees of the Board on the permanent or probationary staff shall be included in the plan.
- 16.05 The following employees shall NOT be included in the Plan:
- A) Persons employed on an occasional basis or as summer employees. **OR**
  - B) Persons employed on a day-to-day basis or temporary employees on an hourly rate of pay unless covered under 18.02.
- 16.06 The Director shall be responsible for keeping an account of accumulated credits and deductions therefrom, for each employee. Credits shall be recorded in the employee's sick leave account, hereinafter referred to as the employee's account, in such a way as to indicate whether they are for a full day's salary or a part day's salary.
- 16.07 Credits earned by an employee shall be accumulated in the employee's account from year to year.
- 16.08 Subject to the restrictions relating to leaves contained elsewhere in the Plan:
- A) At the beginning of each working year there shall be placed in the employee's account of each employee on the permanent or probationary staff the following credits:
    - i) for a ten month work year-twenty credits, AND
    - ii) for a twelve month work year - twenty-four credits.
  - B) On initial hiring, there shall be placed in the employee's account of each employee joining the permanent or probationary staff the number of Credits for a full working year that the working time remaining in that working year bears to the total working time for the year.
  - C) An employee absent from duty for a complete working year because of personal illness or injury shall be entitled to the full number of Credits for that year provided that employee is not receiving benefits from the W.C.B. or a long term disability plan approved by the Board.

- 16.09 No Credits shall be placed in, deducted from or accumulated in an employee's account in respect to that period of absence from duty for leave whether with or without pay for any reason other than paid sick leave.
- 16.10 To the extent that an employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, he/she shall not be entitled to receive duplicate benefits under the plan.

#### **TRANSFER or TERMINATION OF EMPLOYMENT**

- 16.11 Where an employee of a school board, municipality or local board thereof within the Province of Ontario that had established a sick leave plan, becomes an employee of the Board (without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated under such a plan) the Board shall place in the Employee's account that number of Credits equal to the sick leave credits standing to the credit of such employee in the plan of such school board, municipality or local board thereof, provided that the number of Credits so placed shall not exceed the number of Credits that would have been accumulated at the rate established under the Plan.
- 16.12 Where an employee ceases to be employed by the Board.
- A) The number of Credits in the employee's account under the Plan shall be reduced by two Credits for each month or part of a month remaining in the working year of such employee, AND
  - B) If the employee received a gratuity or other allowance calculated in relation to or on the basis of Credits in the employee's account, the Credits standing to his/her credit shall be reduced by the number of Credits used in such calculation.
- 16.13 In the event of re-employment, the Director shall reinstate the Credits standing to the credit of the employee on resignation, unless such reinstatement is specifically prohibited by statute.

ABSENCE DUE TO ILLNESS WITH DEDUCTIONS **FROM** CREDITS

- 16.14 Subject to the provision respecting W.C.B. benefits as outlined in Article 16.19, a Credit shall be deducted from an employee's account **for** each day of absence due to illness or dental condition for which the employee's salary is paid, and **no** salary payment shall be made to an employee for his/her absence due to illness or dental condition beyond the number of Credits in the employee's account except pursuant to the resolution **of** the Board.
- 16.15 Subject **to** the provisions relating **to** W.C.B. each employee who is absent from duty due to illness or dental condition shall be paid, for each day of absence, the basic salary which he/she would have been entitled to receive for that day **to** the extent of the Credits in the employee's account.
- 16.16 The following certifications of absence for illness are required in order for an employee to **be** entitled to payment under the Plan.
- A) Absence for illness of the employee for a period **of** five consecutive working days or less may be certified by the official **of** the Board in charge **of** the appropriate department.
- B) Absence for illness over five consecutive working days **must** be certified by a licensed medical practitioner or if **on** account **of** acute inflammatory condition **of** the teeth or gums, certified by a licentiate **of** dental surgery. **In** special cases there may be exceptions at the discretion of the Director.
- 16.17 Where an employee is absent for illness for more than twenty consecutive working days, the Director may require that **a** certificate **be** submitted monthly by such medical practitioner or licentiate **of** dental surgery before the employee shall be entitled to payment under **the** Plan.
- 16.18 The Director may at any time require that a certificate be submitted by a medical practitioner or licentiate **of** dental surgery appointed by the Board at **the** Board's expense provided that the employee may choose a medical **practioner** or licentiate **of** dental surgery to be present at the examination. Upon request **an** employee shall **be** given a copy of the certificate submitted **in** accordance with the above.

ABSENCE **WITH** BENEFITS UNDER **W.C.B.**

- 16.19 When an employee is **absent** by reason of incapacity as a result of an accident while **on** duty and a award is made **by** the **W.C.B.**:
- A) The employee shall be entitled to receive payment under the Plan of the difference between the employee's Basic Salary and the amount of such award: AND
  - B) If the incapacity continues for an extended period, the Board will continue to pay the employee's Basic Salary with deductions from the employee's account, **so** long as there are Credits in this account. There shall be no deduction from Credits for payments made by the **W.C.B.**, **but** such absence from duty shall result in deductions **from Credits** calculated as follows:
    - i) Calculate the daily Basic Salary of the **injured** employee and the daily award of the **W.C.B.**; THEN
    - ii) Express the difference between the daily Basic Salary and **W.C.B.**'s daily award as a percentage (to two decimal **points**) of the daily Basic Salary: AND
    - iii) Calculate the Credits to be deducted by multiplying the resulting percentage as calculated in **(ii)** above by the number of working days absent from work and charge these days against the Credits in the employee's account. (Deductions to be made to the nearest half day.)
  - C) In the event that **the** injured employee exhausts the Credits in the employee's account, **he/she** shall be entitled only to the **W.C.B.** award: AND
  - D) **The** injured employee shall not receive or accumulate Credits while absent from work and receiving benefits under **(B)** above. In the event that the employee returns to work **before** the end of the working year, Credits will be allocated **on** a pro-rata monthly basis from the date of **return** to work to the end of the working year (I.E. two credits per month).

- E) In the event that an employee is required to cease work because **of** the recurrence **of** the incapacity caused **by** the original injury or condition. **and** benefits are again paid by the W.C.B., the Board shall pay the employee's Basic Salary in accordance with the appropriate procedure outlined in (B) above.

#### **SICK LEAVE CREDIT GRATUITY PLAN**

16.20 A sick leave credit gratuity shall be paid:

- A) To an employee who retires and is eligible **to** receive a pension under Ontario Municipal Employees Retirement System **or** the Teachers' Superannuation Commission.
- B) To an employee who becomes totally and permanently disabled from performing the duties **of** his/her employment with the Board:
- C) To a named **beneficiary** or to the estate **of** an employee who dies while in the employment of the Board:

and the amount **of** such sick leave credit gratuity shall be calculated as hereinafter provided.

16.21 The sick leave credit gratuity **to** be paid shall be equal to two percent **of** the annualized final Basic Salary **of** the employee at the time **of** his/her retirement, disability **or** death, multiplied by the number of full years' service with one **of** the Boards **of** Education in Metropolitan Toronto **or** the Metropolitan Toronto School Board, provided **that** the amount of such payment shall not exceed the **statutory** limit. **For** employees on **a** working year **of** ten months this statutory limit would **be** the lessor **of**:

- A)  $\frac{\text{annual salary}}{200} \times$  accumulated credits at  $\times$   $\frac{1}{2}$   
time **of** retirement.  
disability **or** death
- B) annual salary  $\times$   $\frac{1}{2}$

For employees **on** a working year **of** twelve months this statutory limit **would** be the lessor of

- A)  $\frac{\text{annual salary} \times \text{accumulated credits at}}{240} \times \frac{1}{2}$   
 time of retirement.  
 disability or death
- B) annual salary  $\times \frac{1}{2}$

16.22 For the purpose of calculating the amount of sick leave credit gratuity, only Credits earned by the employee during employment by one of the Boards of Education in Metropolitan Toronto or the Metropolitan Toronto School Board shall be taken into account. Credits accumulated outside the Metropolitan Toronto area will be used first in the case of illness but will not be used in the calculation of the gratuity.

#### ARTICLE 17 - PAYMENT OF WAGES

- 17.01 The Board shall pay wages **on** a bi-weekly basis in accordance with Schedule "A" classifications and wage rates attached.
- 17.02 When an employee is directed by the Board to relieve **on** or perform the principal duties of a higher paying position for a period in excess **of** three consecutive days, he/she shall receive the designated rate for that job for the period **of** such relief or performance.
- A) An "Acting" Head Caretaker shall be appointed when an absence **of** more than two weeks duration is anticipated. This section does **not** apply for the period of the Head Caretaker's vacation.
- 17.03 **A** Shift Leader or Caretaker-Engineer shall **be** used to replace a Head Caretaker who is absent from work.
- 17.04 If an employee is assigned to perform Shift Leader duties as described in the work schedule due to the absence of **a** Shift Leader, such employee shall be paid the Shift Leader's rate for the period of **time** so assigned.



ARTICLE 18 - OTHER BENEFITS

18.01 In consideration of improved fringe benefits provided by the payment made by the Board to purchase hack pension for those employees in the MTP Plan equal to that of those in OMERS, the Union releases the Board from any obligation it has from 1974 or might hereinafter have to pay to members of the Union any Unemployment Insurance Commission Rebate available because of a wage loss plan (sick leave plan).

18.02 Temporary employees with six (6) months continuous service shall be entitled to two (2) days per month sick leave without loss of salary or benefits and if made permanent shall be credited with all unused sick leave credits.

18.03 As a condition of employment, participation in the Ontario Municipal Employees Retirement System Pension Plan is mandatory for all probationary and permanent employees in the bargaining unit.

Effective January 1, 1988 all other-than-continuous full-time employees have the option to join O.M.E.R.S. subject to the following:

- i) In each of the two consecutive calendar years immediately prior to electing to join the employee has:
- ii) Earned at least 35% of the year's maximum pensionable earnings (35% of \$26,500 in 1988 = \$9,275); or
- iii) Has worked 700 hours.

18.04 Notwithstanding 18.03, all employees of the bargaining unit, who are in possession of a valid Ontario Teacher's Certificate, may be required to participate in the Teachers' Superannuation Commission Pension Fund.

18.05 Group Life Insurance Plan

The Board shall continue the existing Group Life Insurance Plan.

- i) 100% of the premium costs of the first \$25,000 coverage shall be paid by the Board
- ii) 75% of the premium cost of the balance of the coverage selected to a maximum combined coverage of \$120,000 shall be paid by the Board

The Board shall provide for the appropriate payroll deduction for the **25%** of the premium cost remaining for the employee's expense on the balance of coverage selected by the employee beyond the basic **\$25,000** coverage.

**18.06** Ontario Health Insurance Plan (OHIP)

All **members** of the bargaining unit are required to participate in this plan unless covered by a spousal exemption.

The Board pays 100% of the premium of this plan.

**18.07** Semi-Private Hospital Plan

The Board shall continue to provide a plan equal to the existing Confederation Life Semi-Private Hospital coverage plan (in force as of January 1, 1986). All new employees who are members of the bargaining unit are required to participate in this plan unless covered by a spousal exemption. 100% of the premium for this plan is paid by the employee. The Board shall provide for the appropriate payroll deductions for the premium for this plan.

**18.08** Extended Health Care Plan

The Board shall continue to provide a plan equal to or better than the existing Confederation Life Extended Health Care Plan (in force as of January 1, 1987) at the current level of reimbursement and deductibles.

All new employees who are members of the bargaining unit are required to participate in this plan unless covered by spousal exemption.

100% of the premium for this plan is paid by the Board.

Subject to the deductible this plan provides:

- i) hearing aid benefits to a maximum of \$500.00 per person per three year period; and
- ii) eyeglasses (including contact lenses) benefits to a maximum of \$75.00 per person in a two year period; but
- iii) if contact lenses are prescribed for medical rather than cosmetic purposes the benefit will extend to a maximum of \$150.00 per person per two year period; and
- iv) out-of-Province and out-of-country coverage.

#### 18.09 Long Term Disability Income Plan

The Board shall continue to provide a plan equal to the existing **Long** Term Disability Income Plan (in force as of January 1, 1987) at the current length of elimination period and amount of monthly benefit. All new employees who are members of the bargaining unit are required to participate in this plan. Effective February 1, 1989, 100% of the premium for this plan is paid by the Board.

Insured Employee Benefits (except Dental) shall be continued for employees receiving benefits under the L.T.D.I. plan. Periodic review of adjustments to employees in receipt of long term disability benefits will be continued.

#### 18.10 Dental Health Care Plan

The Board shall pay 75% of the premium **costs** for a basic dental plan with a major Restorative Option which includes caps, crowns and dentures\*. Effective February 1, 1989, such benefit costs **and** premiums will be based **on** the 1988 Ontario Dental Association Schedule for Fees for General Practitioner's.

\* **DENTURES** - means any artificial substitute for missing natural teeth and adjacent tissue including full and partial dentures, and **fixed** or removable bridges.

#### 18.11 Provision for Retirees

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

#### 18.12 Pregnancy/Adoption Leave

**On** or after February 1, 1989, the Board will continue to pay its share of the premiums **of** 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 benefits at the time of commencement of leave.

- 18.13 Details of the various insured benefit plans are found in the Employee Benefit Booklet which is published, distributed and updated from time to time by the Board for the information of Non-Teaching employees.
- 18.14 The Board will supply free of charge to each member of the Caretaking staff a uniform consisting of 2 pair of trousers, 3 shirts, and 1 tie per year by September 30th of each year. In exchange for one short sleeve shin, two (2) summer T-shirts will be supplied by June 1st of each year.
- A) The Courier-driver will be supplied with one uniform jacket per year.
  - B) After two years of continuous service and every two years thereafter an employee may opt to order a jacket of equal value in lieu of the uniform issue.
  - C) The wearing of uniforms shall be subject to regulations as issued by the Board.
  - D) For employees who are required or wish to wear safety shoes, the Board will reimburse the employee to a maximum of \$55.00 annually toward the purchase of such shoes. Payment to be made upon receipt of proof of purchase. Where such reimbursement is made the employee will be required to wear safety shoes while at work.
- 18.15 A car allowance shall be paid for travel from school to school within the working day at the rates approved by the Board for all employees.
- 18.16 Temporary employees with under six months continuous service and occasional employees shall be entitled to statutory benefits only.
- 18.17 Temporary employees with 6 months or more continuous service shall be entitled to the benefits outlined in 18.06, 18.07, 18.08, and 18.14 - shirt provision only.
- 18.18 Pursuant to the provision of the Occupational Health & Safety Act of Ontario (Bill 70 as amended), the parties will establish a Health & Safety Committee which will operate as set out in such act.

- 18.19 No bargaining unit member shall be required to catheterize or to administer medication by injection to students.
- 18.20 A Labour Management Co-operation Committee shall be established with no more than four representatives of the Union, two 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.

#### ARTICLE 19 - JOB SECURITY

- 19.01 It is understood and agreed that, in the event that the Board should change a method or methods, now in effect, or hire additional staff in other areas which results in a need for reduction in the caretaking staff, then all permanent employees covered by this Agreement, when they have two or more years Board seniority, and whose employment is affected by such change, will be offered alternative employment with the Board and will not be terminated or laid off from employment by the Board as a result of such change.
- 19.02 It is also agreed that should the employment of any staff with over two years seniority be affected by a change as noted in clause 19.01, the Union will be advised of such contemplated change so that they may provide technological input to the Board.
- 19.03 In the event the Board shall merge, amalgamate or combine any of its operations or functions with another employer, the Board agrees to discuss the retention of seniority rights for all employees with the new employer.
- 19.04 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 the introduction of new electronic equipment and/or mechanization that necessitates the acquisition of new job related skills, when the Board decides to introduce technological change, two representatives of the Board shall



meet with two representatives of the Union **no** later than two months prior to the introduction of the change **to** discuss:

- A) The working environment of employees affected by the technological change;
- B) Special arrangements that may be necessary to ensure the safe operation of equipment introduced as a result of technological change;
- C) Standards and procedures for the ongoing maintenance, inspection and repair of equipment 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 19.01 and 19.02 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 weeks to acquire the necessary skills required by such change.

In the event of a position or positions covered by this agreement being reclassified by reason of technological change, the wage rate of the employee holding such positions shall be frozen until the rate of the reclassified position reaches that level; it being the intention that no employee shall suffer a loss in wages by reason of said change(s). All such employees shall be given the opportunity to fill other vacancies according to their bargaining unit seniority. If the employee refuses the vacancy offered he/she will revert to the rate of the position he/she then holds. Any depletion of staff as a result of technological change as outlined in the definition will be discussed at a meeting of Union and Management representatives to be held one month prior to implementation of the depletion.

#### ARTICLE 20 - TERM OF AGREEMENT

20.01 This Agreement shall be binding and remain in effect from January 1, 1988 to December 31, 1989 and shall continue from year to year thereafter unless either party gives the other party notice in writing within ninety days prior to the 31st day of December in any year that it desires to amend the Agreement.

20.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.

ARTICLE 21 - SETTLEMENT

21.01 Except for salary payment, none of the provisions of the Agreement shall have retroactive effect.

21.02 Retroactive salary payment will be made to all members of the bargaining unit on staff as of the date of ratification and to former members of the bargaining unit who have retired from the expiry date of the previous Agreement, and the ratification date of this Agreement and to the estate of those who have died between said dates.

ARTICLE 22 - COST OF LIVING PROVISION

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS COLLECTIVE AGREEMENT ON THE 8th DAY OF DECEMBER, 1988 AT TORONTO, ONTARIO.

SIGNED FOR THE BOARD

THE BOARD OF EDUCATION FOR  
THE BOROUGH OF EAST YORK

*[Handwritten Signature]*  
.....  
CHAIRMAN

*[Handwritten Signature]*  
.....  
DIRECTOR OF EDUCATION  
& SECRETARY-TREASURER

SIGNED FOR THE UNION

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 463

*[Handwritten Signature]*  
.....  
PRESIDENT, LOCAL 463

*[Handwritten Signature]*  
.....  
SECRETARY  
*[Handwritten Signature]*  
.....  
NATIONAL REPRESENTATIVE

**APPENDIX "A"**

**CLASSIFICATIONS AND WAGE PATES**

	<u>Jan 1/88</u>	<u>June 1/88</u>	<u>Jan 1/89</u>
Matrons, starting.....	\$10.44	\$10.54	\$11.07
Matrons, after 1 yr's service.....	11.17	11.28	11.84
Caretaker, starting.....	12.01	12.13	12.74
Caretaker, 1 yr after probationary appt. . .	12.71	12.84	13.48
Courier-Driver.....	12.76	12.89	<b>13.53</b>
Stockkeeper.....	13.23	13.26	13.92
Caretaker-Engineer, starting.....	12.82	12.95	13.60
Caretaker-Engineer, after 1 yr's service..	13.29	13.42	14.09
Shift Leader.....	13.57	13.71	14.40

**NOTE:** Caretaker-Engineer with a 3rd Class Engineer's certificate will be paid an additional \$3.00 per week.

Head Caretaker - Classification Codes  
(Effective Sept. 1/88)

Category 5	0 - 45,000	sq. ft.	Sennington, Victoria Park, Presteign, Diefenbaker, Parkside, Selwyn, Rolph Rd., Crescent Town, Geo. Webster
Category 6	45,001 - 75,000	"	Administration, Thorncliffe, Bessborough, Northlea, Chester, Cosburn, Westwood, Wm. Burgess, Secord, McGregor
Category 7	75,001 - 115,000	"	G.A. Brown, <b>D.A. Morrison</b> , Valley Park
Category 8	115,001 - 150,000	"	Marc Garneau, Leaside
Category 9	150,001 - 200,000	"	<b>NIL</b>
Category 10	200,001 plus	"	East York C.I.

Head Caretaker - Wage Rates

Category	Jan 1/88	June 1/88	Metro Avg.		Metro Avg. Sept 1/89
			Sept 1/88	Jan 1/89	
5	\$14.11	\$14.25	\$14.37	\$15.09	\$15.15
6	14.23	14.37	14.62	15.35	15.47
7	14.47	14.62	15.08	15.83	15.93
8	14.93	15.08	15.76	16.55	16.55
9	15.60	15.76	16.45	17.27	17.28
10	16.29	16.45	16.45	17.27	17.54



Stationary Engineer's Allowance

Those Caretakers obtaining 4th Class Engineer's papers will be classified as Caretaker-Engineers on a seniority basis when the number of Caretaker-Engineers on the Board's staff, not including Head Caretakers, is below twenty-five.

If a Caretaker has one year or more service on the probationary and permanent staff, such Caretaker will receive the 1 year rate when appointed as a Caretaker-Engineer.

LETTER OF UNDERSTANDINGLong Term Disability Income Plan

Benefits under this plan shall be based on the employee's salary as at the date of six month's disability.

Adult Education Centre

When the new Adult Education Centre expands, the Board and the Union agree to discuss the placing of a caretaker on the premises who will be covered by this Collective Agreement.

## NOTES