

SOURCE	Board AG		
EFF.	10	01	01
TERM.	01	10	01
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	100		

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

FOR THE BOROUGH OF EAST YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 463 - UNIT "A"

FOR

1990 AND 1991

TABLE OF CONTENTS

	<u>Page</u>
INDEX	xi
ARTICLE 01 PURPOSE	1
ARTICLE 02 RECOGNITION	1
ARTICLE 03 LEAVE FOR UNION BUSINESS	2
ARTICLE 04 DEFINITIONS	4
ARTICLE 05 NO DISCRIMINATION	7
ARTICLE 06 UNION SECURITY	7
ARTICLE 07 MANAGEMENT RIGHTS	8
ARTICLE 08 NO STRIKES OR LOCK-OUTS	9
ARTICLE 09 WORK CATEGORIES	9
ARTICLE 10 SENIORITY	10
ARTICLE 11 STAFF CHANGES	11
- Lay-off and recall procedure	14
- Advance notice of lay-off	15
- Retention of seniority during lay-off	15
ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE	17
ARTICLE 13 PERSONNEL RECORDS	22
ARTICLE 14 HOURS OF WORK AND OVERTIME	23
ARTICLE 15 STATUTORY HOLIDAYS	26
ARTICLE 16 VACATIONS	26
ARTICLE 17 SICKLEAVE	30
ARTICLE 18 SICK LEAVE CREDIT GRATUITY	38
ARTICLE 19 PAYMENT OF WAGES	41
ARTICLE 20 PENSION AND INSURED EMPLOYEE BENEFITS .	42
- Pension	42
- Group Life Insurance Plan	43
- Semi-Private Hospital Plan	44
- Extended Health Care Plan	45
- Long Term Disability Income Plan	47
- Dental Health Care Plan	48
- Provision for Retirees	49
- Unemployment Insurance Rebate	50
- Details of Plans	50
- Temporary Employees	51

ARTICLE 21	OTHER BENEFITS	51
	- Pregnancy\Adoption Leave	51
	- Uniforms	52
	- Travel Allowance	53
	- Safety	54
	- Labour Management Co-Operation Committee	54
ARTICLE 22	JOB SECURITY	55
ARTICLE 23	TERM OF AGREEMENT	58
ARTICLE 24	SETTLEMENT	58
	LETTERS OF UNDERSTANDING	
	- Long Term Disability Income Plan	60
	- Ontario Health Insurance Plan (O.H.I.P.)	60
APPENDIX A	SCHEDULE "A" CLASSIFICATIONS AND WAGERATES	iii
APPENDIX B	S.U.B. PLAN	vi
APPENDIX C	COST OF LIVING ALLOWANCE	ix

ARTICLE 1 - PURPOSE

- 1.1 The purpose of this Agreement is:
- a) to maintain the existing harmonious relations between the Board and the Union;
 - b) to promote understanding and co-operation between the Board and members of the bargaining unit;
 - c) to set forth matters relating to hours of work, working conditions, scales of wages and other benefits for members of the bargaining unit;
 - d) to provide for the prompt and fair disposition of grievances; and
 - e) to encourage efficiency in the day to day operations of the Board.

ARTICLE 2 - RECOGNITION

- 2.1 The Board recognizes 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 not more than 24 hours per week.

- 2.2 The Board agrees to negotiate with the Union on matters affecting the relationship between the parties to this Agreement.
- 2.3 Members of **the** bargaining unit, when on duty, will 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.
- 2.4 Words importing the singular shall include the plural and vice-versa.

ARTICLE 3 - LEAVE FOR UNION BUSINESS

- a.1 The Union acknowledges that it will be represented in negotiations *of* the renewal of this Agreement by a joint committee made **up** of representatives of both the "A" and "B" Units of Local 463.

- 3.1.1 The committee shall be comprised of not more than nine members of Local 463.
- 3.1.2 The Board shall allow the negotiations committee the necessary time off with pay for the conduct of actual negotiations with the Board for any such renewal of this Agreement.
- 3.1.3 The Board shall also allow one day with pay to four members of the committee for the preparation of the preliminary submission.
- 3.2 The Board agrees to permit Union officers and committee members to leave their work during working hours in order to carry out their functions under this Agreement. These functions include, but are not limited to, the investigation and processing of grievances, attendance at meetings with the Board, participation in grievance, arbitration and executive meetings.
 - 3.2.1 Permission to leave work during working hours for such purposes shall first be obtained from the employee's immediate supervisor.
 - 3.2.1.1 Such permission shall not be unreasonably withheld.
 - 3.2.2 All time spent in performing such Union duties shall be considered as time worked.

- 3.3 Leave of Absence without loss of 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.
- 3.3.1 Such time shall not exceed a total of 20 working days with pay for the Union in any one year.
- 3.3.2 It is understood that no more than five members of the Union may be absent at any one time.
- 3.4 Except as provided in 3.1, 3.2, and 3.3, the Union shall reimburse the Board for salary and insured benefit costs of members of the bargaining unit engaged in Union business during normal business hours.

ARTICLE 4 - DEFINITIONS

- 4.1 The use throughout this Agreement of capital letters in words defined in Article 4 shall be for the purpose only of indicating that the words are given a defined meaning.
 - a) "Adoption Leave" means a leave of absence without pay not exceeding 17 weeks granted to a parent at the time the child is adopted.

- b) "Basic Salary" means salary, as determined in the relevant schedule set forth in this Agreement, exclusive of overtime.
- c) "Benefits Booklet" means the Employee Benefits Booklet for Support Staff as amended by the Board from time to time and issued to all support staff employed by the Board.
- d) "Board" means The Board of Education for the Borough of East **York**.
- e) "Credit" means a **sick** leave credit entitling an employee or part-time employee to be paid salary or part-time salary respectively for one day under the provisions of this plan during absence from duty.
- f) "Director" means the Director of Education and Secretary-Treasurer for the Board.
- g) "O.M.E.R.S." means Ontario Municipal Employees Retirement System pension plan.
- h) "Plan" means the Sick Leave Credit and Gratuity Plan in effect in the Board.

- i) "Pregnancy Leave" means a leave of absence without pay granted pursuant to the Employment Standards Act, R.S.O. 1980 Chapter 137, Part **XI**.
- j) "Union" means the Canadian Union of Public Employees Local 463, Unit "A" and "B".
- k) "W.C.B." means the Workers' Compensation Board of Ontario.
- l) "Working Year" means the calendar year commencing on the first day of September.

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

- a) "Occasional" employees are former employees of the Board who are retired and in receipt of an O.M.E.R.S. pension and who are employed on a per diem **basis** for short periods of time.
- b) "Temporary" employees are persons employed for an indeterminate period of time, and who are not probationary or permanent employees.

- c) "Probationary" employees are persons employed to fill a vacant position within the bargaining unit.
- d) "Permanent" employees are persons who have successfully completed a six month probationary period.

ARTICLE 5 - NO DISCRIMINATION

- 5.1 The Board agrees that there will be no discrimination exercised or practised by reason of any employee's membership or activity in the Union.
- 5.2 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 by law, shall be considered as discrimination for the purposes of this clause.

ARTICLE 6 - UNION SECURITY

- 6.1 The Board shall deduct from every member of the bargaining unit referred to in 2.1, whether the employee is a member of the Union or not, any

monthly dues, initiations, or assessments levied in accordance with the Union constitution and/or by-laws, and owing by the employee to the Union.

- 6.2 Temporary employees shall pay dues on a pro-rata basis.
- 6.3 Occasional employees are not required to pay dues.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.1 The Union recognizes that it is the right *of* the Board to maintain order, discipline, 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 provisions of this Agreement.
- 7.2 Every member of the Union shall be subject to disciplinary action for unbecoming conduct while on duty or *for* any violation of this Agreement or any of the written regulations of the Board, such as in Board Policies and Administrative Procedures.
 - 7.2.1 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 bulletin boards, when practical.

- 7.3 An employee may be disciplined only for just cause.

ARTICLE 8 - NO STRIKES OR LOCK-OUTS

- 8.1 During the term of this Agreement, the Union agrees that it shall not cause or sanction any strikes by members of the bargaining unit.
- 8.2 During the term of this Agreement, the Board agrees that it shall not cause or sanction a lock-out of members of the bargaining unit.

ARTICLE 9 - WORK CATEGORIES

- 9.1 For the purposes of this Agreement, the work "classifications" shall be those set out in Schedule "A" which is included in Appendix "A" and appended to this Agreement.
- 9.2 Individual employees shall be classified as one of the types of employee defined in 4.2.

- 9.3 The Board shall maintain a pool of Temporary employees to be assigned as required by the Board to cover for short or long term absences of caretaking staff.

ARTICLE 10 - SENIORITY

- 10.1 Seniority shall be established on the basis of an employee's service with the Board.
- 10.1.1 Seniority shall be calculated from the date on which an employee was last hired.
- 10.2 After six months of cumulative employment with the Board as a Probationary employee, such employee shall become a Permanent employee, and shall be notified in writing unless otherwise mutually agreed to by the Board and the Union.
- 10.3 The Board shall maintain a seniority list showing the dates upon which service commenced for each member of the bargaining unit.
- 10.3.1 The Board shall supply the Union with an up-to-date copy of this seniority list in January of each year.

- 10.4 An employee's seniority may be broken for the following reasons:
- a) dismissal that is not reversed by the Grievance and Arbitration Procedure;
 - b) voluntary resignation; or
 - c) absence without leave without satisfactory explanation.
- 10.5 Seniority shall be the first consideration in the event of a reduction of personnel of the bargaining unit.

ARTICLE 11 - STAFF CHANGES

- 11.1 The Board agrees that the following positions will be posted in bulletin form at all locations where members of the bargaining unit are employed at least five working days prior to filling the position on a permanent basis:
- a) new positions;
 - b) positions available due to the promotion, retirement, resignation, death or disability of the incumbent;

- c) all Shift Leader positions annually; and
 - d) all Head Caretaker positions, regardless of how the vacancy occurs.
- 11.1.1 Notwithstanding the foregoing, a Head Caretaker who fills a posted vacancy under 11.1 (d) will not be eligible to apply for another Head Caretaker position at the same level for a period of one year.
- 11.2 The postings required by 11.1 **shall** take place at the time a new position is created or when the situations in (b), (c) or (d) occur.
- 11.3 The Union agrees that when a position must be filled as the result of a lateral transfer requested by a member of the bargaining unit [except in the case of (d)], the resulting vacant position will not be posted.
- 11.4 Where a Caretaker or Caretaker-Engineer wishes a transfer to a particular school, location or assignment, the employee shall submit a request in writing to the Board, through the Personnel Manager.
- 11.4.1 When under 11.3 a position is to be filled without it being posted, the Board shall consider these requests at the time the position is being filled.

- 11.4.2 **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.
- 11.5 In the event **of** a transfer, whenever possible one week's notice shall be given to those affected.
- 11.6 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.
- 11.7 Qualifications and proficiency shall be the deciding factor when promotions are made and vacancies filled.
- 11.7.1 When qualifications and proficiency are reasonably equal in the opinion of the Board, seniority shall be the deciding factor.
- 11.7.2 Where no qualified Probationary or Permanent employee makes application for a vacant position under 11.1, preference will be given to Temporary employees in filling such vacant positions.
- 11.7.2.1 When a vacant position is filled by a Temporary employee, that employee shall be credited for

seniority and vacation entitlement calculations, with any continuous service as a Temporary employee with the Board.

11.8 Lay-off and recall procedure

- 11.8.1 Both parties recognize that job security shall increase in proportion to the length of service.
- 11.8.2 In the event of a lay-off, employees shall be laid off in the reverse order of their seniority within their classification.
- 11.8.3 Employees shall be recalled in the order of their seniority within their classification, provided they are qualified to do the work.
- 11.8.4 For the purpose of 11.8.2 and 11.8.3, Head Caretakers and Caretaker-Engineers will be considered to be in the same classification.
- 11.8.5 Except as provided in 11.3 and 11.4.1 no new employee shall be hired to fill a vacant position within the bargaining unit for which a regular employee is qualified and is willing to fill.
- 11.8.6 Notwithstanding 11.8.5 no new employee shall be hired to fill a vacant position within the bargaining unit until laid off members of the bargaining unit

who are qualified have been given the opportunity of recall.

11.9 **Advance notice of lay-off**

11.9.1 Unless a Statute grants a right more favourable to the employees, the Board shall notify employees who are to be laid off of the date of the lay-off 30 working days prior to the effective date of the lay-off. If the employee has not had the opportunity to work the days provided for by the notice period, such employee shall be paid for the days for which work was not made available.

11.10 **Retention of seniority during lay-off**

11.10.1 An employee shall not lose seniority or the right to recall if absent from work because of lay-off.

11.10.2 An employee on lay-off shall only lose seniority or the right to recall in the event:

- a) such employee fails to return to work within seven calendar days after being notified by registered mail to do so, unless the employee notifies the Board of personal illness or other just cause acceptable to the Board; or

- b) such employee is laid off for a period longer than two years.

- 11.10.3 It shall be the responsibility **of** the employee to keep the Board informed **of** the employee's current address.

- 11.10.4 **An** employee recalled for occasional work from employment elsewhere, shall not lose recall rights for refusal to return to work.

- 11.11 When a member of the bargaining unit returns to work from being on Long Term Disability Income or Workers' Compensation, such employee shall return to the job level from which the employee left.
 - 11.11.1 If there is not a job opening **at** that level, then such employee shall return **at a** lower level job until one in the higher level is available.

 - 11.11.2 The rate of pay will be at the prevailing rate of the job to which such employee returns **or** the rate of pay at which such employee left, whichever is greater.

 - 11.11.3 In the event that the employee does not accept a job at the level at which such employee left when one is available, the rate of pay shall be that **of** the job which such employee is performing.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

12.1 The Board and the Union jointly recognize the desirability of preventing grievances through the use of good judgement, the issuing of clear directives and the establishment and maintenance of good communications.

12.1.1 Notwithstanding the foregoing, within the terms of this Agreement a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

12.1.2 An employee or group of employees shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the employee's(s') appropriate immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the employee(s) may be accompanied by a representative of the Union.

12.2 **Grievance Procedure:**

12.2.1 **Step 1** - An employee or group of employees may originate a formal grievance at Step 1 within five working days of the day the cause of the grievance became

known or reasonably ought to have been known to the employee(s). The employee(s) shall discuss such grievance with the immediate supervisor of the employee(s) in the presence of a representative of the Union if the employee(s) so desire(s).

- 12.2.2 **Step 2** - Failing satisfactory settlement at Step 1, the employee or group of employees 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 Education - Human Resources and Strategic Planning. The written grievance shall contain the particulars of the grievance and the redress sought. The Superintendent of Education - Human Resources and Strategic Planning or a designate shall hear the grievance and shall render a decision within five working days after receipt of such written complaint.
- 12.2.3 **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 a designate shall hear the grievance and shall render a decision within five working days after receipt of such written complaint.

12.2.4 Failing satisfactory settlement at Step 3, the Union may then proceed to arbitration within five working days of the receipt of the decision at Step 3 of the Director or designate.

12.3 **Arbitration Procedures:**

12.3.1 To proceed to arbitration, the Union shall within five working days of receipt of the decision at Step 3, give written notice to the Board of its intention to proceed to arbitration together with the name of its appointee to a board of arbitration.

12.3.2 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 board of arbitration.

12.3.3 The two appointees shall within ten working days of the appointment of the second of them or within a time mutually agreed upon, to appoint a third

person who shall be the chairperson. If either party fails to name an appointee to the board of arbitration or if the appointees fail to agree upon the chairperson within the time limit, the Ontario Labour Arbitration Commission shall be requested to make the appointment of the chairperson pursuant to the Labour Relations Act.

12.3.4 The board of arbitration shall hear and determine the grievance and shall issue a decision where feasible within 30 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 board of arbitration, but if there is no majority, the decision of the chairperson shall govern.

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

12.5 **Each of the parties shall bear the expenses** of its own appointee to the board of arbitration and one-half the expenses of the chairperson of the board of arbitration.

- 12.6 **General Procedures:**
- 12.6.1 Where a grievance involves a question of general application or interpretation, the Board and Union agree that such a grievance shall be lodged at Step 2.
- 12.6.2 Replies to grievances shall be in writing at all stages.
- 12.6.3 The Board shall supply the necessary facilities for the grievance meeting.
- 12.6.4 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.
- 12.6.5 **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. All reasonable arrangements will be made to permit the parties 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.

12.6.6 The recording secretary of the Union will be sent a copy of any written warnings to an employee covered by this Agreement.

ARTICLE 13 - PERSONNEL RECORDS

13.1 An employee may review the employee's own personal file on request to the Personnel Manager. Such review may be made at a time mutually arranged between the Personnel Manager and the employee concerned during normal business hours. Either party to this Agreement may request that the employee be accompanied by a member of the executive of the Union.

13.2 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.

13.3 Where two years have elapsed since the recording of a disciplinary notation in 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 years.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.1 For members of the bargaining unit:
 - 14.1.1 a normal work day shall consist of eight continuous hours exclusive of a lunch break; and
 - 14.1.2 a normal work week shall consist of 40 hours of work over five consecutive days, Monday to Friday.
- 14.2 Where overtime is necessary, such overtime shall be shared fairly among employees concerned.
- 14.3 When the Board requires an employee to work beyond a normal work day, or a normal work week, 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 as set out in 15.1 shall be at double the regular rate of pay; and

- b) all work on Saturdays due to emergency call in shall be at double the regular rate of pay.
- 14.4 A member of the bargaining unit 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.
- 14.5 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 employee's work and will be paid overtime for these hours at the appropriate overtime rate as set out in 14.3.
- 14.6 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.
- 14.7 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.

14.8 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.

a) Day Shift 7:00 a.m.-5:00 p.m.
9 hrs. (1 hour lunch)

when school is not in session:
8.5 hrs. (1\2 hour lunch)

b) Evening Shift 3:00 p.m.-12:00 a.m.
8 hrs. (running lunch)

c) Night Shift 11:00 p.m.-8:00 a.m.
8 hrs. (running lunch)

d) Split Day Shift Any shift commencing on or after 9:00 a.m. will earn shift premium for time worked after 3:30 p.m.

14.9 When an employee's shift is worked between two schools, paid travel time will be allowed. Travel allowance will be paid as set out in 21.3.

ARTICLE 15 - STATUTORY HOLIDAYS

- 15.1 Each calendar year, the following Statutory Holidays with pay shall be allowed by the Board: 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.
- 15.2 Notwithstanding 15.1, one additional holiday with pay shall be allowed in each calendar year on a date to be mutually agreed between the Board and the Union.
- 15.3 When any of the holidays set out in 15.1 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.
- 15.4 Temporary employees shall be paid for the above noted holidays provided they work the scheduled day preceding and following the holiday.

ARTICLE 16 - VACATIONS

- 16.1 Annual vacations shall be granted to members of the bargaining unit employed in school locations 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.

- 16.1.1 Other members of the bargaining unit may be granted their vacations at any time during the calendar year.
- 16.2 A member of the bargaining unit shall, whenever conveniently possible, be granted the vacation period preferred by the employee.
 - 16.2.1 Preference in choice of vacation dates shall be determined by seniority of service with the Board.
- 16.3 Except as provided in 16.8, **all** members of the bargaining unit with less than 12 months of service with the Board as of June 30th shall be entitled to one day's vacation with pay for each month of continuous service prior to June 30th, to a maximum of ten working days' vacation with pay, provided they were in the employ of the Board on June 30th.

16.4 The annual vacation of all members of the bargaining unit who have completed the following years of service with the Board within the calendar year shall be:

After 1 year of service	3 weeks vacation
After 9 years of service	4 weeks vacation
After 17 years of service	5 weeks vacation
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

16.5 Should a statutory or declared holiday, as defined in 15.1 and 15.2, 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 such employee's regular vacation time.

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

16.7 Where an employee who has completed a minimum of one year's service with the Board, leaves the service of the Board, such employee shall be entitled to the following vacation encashment:

- a) any unused vacation days standing to the employee's credit from the previous vacation earning period, and

- b) a proportion of two weeks vacation entitlement which the time worked in the current vacation earning period bears to a full year.
- 16.7.1 Notwithstanding 16.7, for a member of the bargaining unit who retires pursuant to 18.1 (a) the proportion shall be applied to the normal holiday entitlement under 16.4.
- 16.8 Employees who previously worked for another public 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.
- 16.9 Notwithstanding 16.1, employees with a vacation entitlement of three weeks both in the current year and the following year shall be granted permission on request to take one week of their current annual vacation in the following year consecutive with the current annual vacation for that year.
- 16.10 Notwithstanding the balance of Article 16, Temporary and Occasional employees shall receive vacation pay in accordance with section 29 of the Employment Standards Act, R.S.O. 1980 chapter 137.

ARTICLE 17- SICK LEAVE

- 17.1 A Sick Leave Credit and Gratuity Plan shall be in effect during the term of this Agreement.
- 17.2 Only Permanent or Probationary employees shall be included in the Plan.
- 17.2.1 Temporary employees with **six** months continuous service shall be entitled to two days per **month** sick leave without loss of salary or benefits which shall be cumulative.
- 17.2.1.1 If the Temporary employee is subsequently made a Probationary employee, that employee's sick leave account shall be credited with Credits to the extent of any unused sick leave.
- 17.3 The following employees shall not be included in the Plan:
- a) Occasional employees;
 - b) summer students; or
 - c) Temporary employees unless covered under 17.2.1.
- 17.4 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.

- 17.5 The Director shall be responsible for keeping an account of accumulated Credits and deductions therefrom, for each employee.
- 17.5.1 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.
- 17.6 Credits earned by an employee shall be accumulated in the employee's account from year to year.
- 17.6.1 Each employee shall be advised of the number of accumulated Credits in the individual employee's account on the regular pay statement.
- 17.7 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 Permanent or Probationary employee the following Credits:**
 - i) for a 10 month work year - 20 credits;
or
 - ii) for a 12 month work year - 24 credits.

- b) On initial hiring, there shall be placed in the account of each Permanent or Probationary employee 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.
- 17.8 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.
- 17.9 To the extent that an employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, such employee shall not be entitled to receive duplicate benefits under the Plan.
- 17.10 Where an employee of a public board of education, school board, Province of Ontario, 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.

17.11 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 subsequent to the employee's last day worked; 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 the employee's credit shall be reduced by the number of Credits used in such calculation.

- 17.12 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, or have been transferred to another public board of education or school board in Ontario.
- 17.13 Subject to the provision respecting W.C.B. benefits as outlined in 17.18, 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 that employee's 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.
- 17.14 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 that employee would have been entitled to receive for that day to the extent of the Credits in the employee's account.

- 17.15 The following certifications of absence for illness are required before an employee shall 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.
- 17.15.1 In special cases there may be exceptions at the discretion of the Director.
- 17.16 Where an employee is absent for illness for more than 20 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.
- 17.17 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 practitioner 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.

- 17.18 When an employee is absent by reason of incapacity as a result of an accident while on duty and an 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 the W.C.B. 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 W.C.B. award; then

- ii) express the difference between the daily Basic Salary and daily W.C.B. 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:
- i) the employee shall be entitled only to the W.C.B. award: and
 - ii) the injured employee shall not receive or accumulate Credits while absent from work and receiving benefits under (b) above.

- d) 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 again 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.

ARTICLE 18 - SICK LEAVE CREDIT GRATUITY

18.1 **As** established under the Plan, a **sick** leave credit gratuity shall be paid:

- a) to a member of the bargaining unit who retires and who is entitled on such retirement to receive payment of retirement benefits commencing on such retirement as a participating member of O.M.E.R.S. or the Teacher's Pension Plan, whether or not

the employee elects to receive such payment commencing on retirement or elects to defer the commencement of such payment;

- b) to a member of the bargaining unit who becomes totally and permanently disabled from performing the duties of that employee's employment with the Board; or
- c) as a death benefit to a named beneficiary or to the estate of a member of the bargaining unit who dies while in the employ of the Board.

18.2 The sick leave credit gratuity to be paid shall be equal to two percent of the annualized final Basic Salary (A.F.B.S.) of the employee at the time of that employee's retirement, disability or death, multiplied by the number of full years' service with one of the Public 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.

18.2.1 For employees on a working year of ten months this statutory limit would be the lessor of

a) $\frac{\text{A.F.B.S.}}{200} \times \text{accumulated Credits} \times \frac{1}{2}$
at time of retirement,
disability or death

or

b) $\text{A.F.B.S.} \times \frac{1}{2}$

18.2.2 For employees on a working year of 12 months this statutory limit would be the lessor of

a) $\frac{\text{A.F.B.S.}}{200} \times \text{accumulated Credits} \times \frac{1}{2}$
at time of retirement,
disability or death

or

b) $\text{A.F.B.S.} \times \frac{1}{2}$

18.3 For the purpose of calculating the amount of sick leave credit gratuity, only Credits earned by the employee during employment by one of the Public Boards of Education in Metropolitan Toronto **or** The Metropolitan Toronto School Board shall be taken into account.

- 18.4 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 19 - PAYMENT OF WAGES

- 19.1 The Board shall pay wages on a bi-weekly basis in accordance with Schedule "A" classifications and wage rates as set out in Appendix A to this Agreement.
- 19.2 When a member of the bargaining unit 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 working days, that employee shall receive the designated rate for that job for the period of such relief or performance.
- 19.3 An "Acting" Head Caretaker shall be appointed when an absence of more than two weeks duration is anticipated for a Head Caretaker.
- 19.3.1 The provisions of 19.3 do not apply for the period of the Head Caretaker's vacation.
- 19.4 A Shift Leader or Caretaker-Engineer shall be used to replace a Head Caretaker who is absent from work.

- 19.5 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.
- 19.6 For the period January 1, 1991 to December 31, 1991, a Cost of Living Allowance shall be paid to all eligible employees covered by this Agreement.
 - 19.6.1 Eligible employees are those defined in 24.2 in this Agreement and who are on staff as of December 31, 1991.
 - 19.6.2 The method of calculation of the Allowance is set out in Appendix C to this Agreement.

ARTICLE 20 - PENSION AND INSURED EMPLOYEE BENEFITS

- 20.1 **Pension**
 - 20.1.1 As a condition of employment, participation in O.M.E.R.S. is mandatory for all Probationary and Permanent employees in the bargaining unit who work in excess of 17.5 hours per week on a regular basis.

20.1.2 **All** other Permanent or Probationary employees who are members of the bargaining unit have the option to join O.M.E.R.S. providing that in each of the two consecutive calendar years immediately prior to electing to join, the employee has:

- a) earned at least thirty-five percent of the year's maximum pensionable earnings under the Canada Pension Plan; or
- b) worked 700 hours

20.1.3 Notwithstanding 20.1.1, all members of the bargaining unit who are in possession of a valid Ontario Teacher's Certificate may participate or be required to participate in the Teachers' Pension Plan depending on individual circumstances.

20.2 **Group Life Insurance Plan**

20.2.1 The Board shall continue the Group Life Insurance Plan which was in effect on December 31, 1989 and shall pay:

- a) one hundred percent of the premium costs of the basic \$25,000. coverage; and

- b) seventy-five percent of the premium cost of the balance of the coverage selected by the employee to a maximum combined coverage of \$120,000.
- 20.2.2 The Board shall provide for the appropriate payroll deduction for the twenty-five percent 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.
- 20.2.3 Effective August 1, 1990, the Board shall pay one hundred percent of a basic coverage of \$30,000. and increase the maximum combined coverage to be \$140,000.
 - 20.2.3.1 Subject to the "actively at work" provision of the policy, an employee shall be allowed to move up one level of coverage over the employee's existing coverage without proof of insurability on that date.
- 20.3 **Semi-Private Hospital Plan**
 - 20.3.1 The Board shall continue to provide a plan equal to the Confederation Life Semi-private Hospital coverage plan which was in effect on December 31, 1989.

- 20.3.2 **All** new Permanent or Probationary employees who are members of the bargaining unit are required to participate in this plan unless covered by a spousal exemption.
- 20.3.3 One hundred percent of the premium for this plan is paid by the employee,
 - 20.3.3.1 "he Board shall provide for the appropriate **payroll** deductions for the premium for this plan.
- 20.3.4 Effective August 1, 1990, the Board shall pay seventy-five percent of the premium cost of this plan.
- 20.3.5 Effective January 1, 1991, the Board shall pay one hundred percent of the premium cost **of** this plan.
- 20.4 **Extended Health Care Plan**
 - 20.4.1 "he Board shall continue **to** provide a plan equal to or better than the Confederation Life Extended Health Care Plan which was in effect on December 31, 1989.
 - 20.4.2 All new Permanent or Probationary employees who are members of the bargaining unit are required to participate in this plan unless covered by spousal exemption.

- 20.4.3 One hundred percent of the premium for this plan is paid by the Board.
- 20.4.4 Subject to the deductible provision in the plan, this plan provides:
- a) hearing aid benefits *to* a maximum of \$500. per person per three year period;
 - b) eyeglasses (including contact lenses) benefits to a maximum of \$75. per person in a two year period;
 - c) if contact lenses are prescribed for medical rather than cosmetic purposes the benefit will extend to a maximum of \$150. per person per two year period; and
 - d) out-of-province and out-of-country coverage.
- 20.4.5 Effective August 1, 1990, the allowance for eye glasses will be increased to \$120. per person per two year period.
- 20.4.6 Effective January 1, 1991 the allowance for eyeglasses will be increased to \$140. per person per two year period.

- 20.5 **Long Term Disability Income Plan**
- 20.5.1 The Board shall continue to provide a plan equal to the Long Term Disability Income Plan which was in effect on December 31, 1989.
- 20.5.2 **All** new Permanent or Probationary employees who are members of the bargaining unit are required to participate in this plan.
- 20.5.3 One hundred percent of the premium for this plan is paid by the Board.
- 20.5.4 Insured employee benefits (except Dental) shall be continued for employees receiving benefits under the Long Term Disability Income Plan. Periodic review of adjustments to employees in receipt of long term disability benefits will be continued.
- 20.5.5 Effective January 1, 1991, the Long Term Disability Income Plan shall be amended to include adjustments for those employees who have been receiving benefits from the Board's Long Term Disability Income Plan for a period in excess of two years.
- 20.5.5.1 The first adjustment will be on January 1, 1991, and subsequent January 1st dates will be used for annual adjustments.

20.5.5.2 The formula for adjustment will be the C.P.I. (Canada Wide 1981 = 100) from December to December minus one percent with a maximum adjustment to payments of four percent in any one year. There will be no "double indexing".

20.6 **Dental Health Care Plan**

20.6.1 The Board shall continue to provide a plan equal to the Confederation Life Dental Health Care coverage plan which was in effect on December 31, 1989.

20.6.1.1 The plan shall include basic dental coverage as well as a Major Restorative Option which includes caps, crowns and dentures (as described in the 1988-89 Collective Agreement).

20.6.2 Seventy-five percent of the premium for this plan shall be paid by the Board.

20.6.2.1 The Board shall provide for the appropriate payroll deductions for the employee's share of the premium for this plan.

20.6.3 Benefits shall be based on the 1988 Ontario Dental Association Schedule for Fees for General Practitioners (O.D.A.).

- 20.6.4 Effective August 1, 1990:
 - 20.6.4.1 the existing Major Restorative Option will be replaced with a combined Major Restorative and Orthodontia option;
 - 20.6.4.2 benefits shall be based on the 1989 O.D.A.; and
 - 20.6.4.3 eighty percent of the premium **for** this plan shall be paid by the Board.
- 20.6.5 Effective January 1, 1991:
 - 20.6.5.1 benefits shall be based on the 1990 O.D.A.; and
 - 20.6.5.2 ninety percent of the premium for this plan shall be paid by the Board.

20.7 **Provision for Retirees**

- 20.7.1 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 until attaining the age of 65 years in the Group Life Insurance, Semi-Private Hospital, Extended Health Care, or Dental Health Care Plans provided the employee belonged to the plan(s) at the time of the employee's retirement.

20.7.2 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.

20.8 **Unemployment Insurance Rebate**

20.8.1 In consideration of improved pension benefits provided by the payment made by the Board to purchase back pension for those employees in the Metropolitan Toronto Plan equal to that of those in O.M.E.R.S., 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).

20.9 **Details of Plans**

20.9.1 Details of the various insured employee benefit plans are contained in the Benefits Booklet.

20.10 **Temporary Employees**

- 20.10.1 Temporary employees with under six months continuous service and Occasional employees shall be entitled to statutory benefits only.
- 20.10.2 Temporary employees with six months continuous service shall be entitled to the insured employee benefits outlined in 20.3 and 20.4 only.

ARTICLE 21 - OTHER BENEFITS

21.1 **Pregnancy\Adoption Leave**

- 21.1.1 Permanent or Probationary employees who are members of the bargaining unit shall be eligible for Pregnancy and\or Adoption Leave under the terms and conditions set out in the Benefits Booklet.
- 21.1.2 The Board will continue to pay its share of the premiums for the Group Life Insurance, Semi-Private Hospital, Extended Health Care, or Dental Health Care **Plans** for the period of a Pregnancy or Adoption Leave of 17 weeks or less provided that the employee was enrolled in the plan(s) at the time of the commencement of the leave.

21.1.3 Effective August 1, 1990, the Board will provide a Supplementary Unemployment Benefits (S.U.B.) Plan for employees on Pregnancy Leave or Adoption Leave. The conditions of this plan are outlined in Appendix B to this Agreement.

21.2 Uniforms

21.2.1 The Board shall supply, free of charge, to each Permanent or Probationary employee who is a member of the bargaining unit a uniform consisting of two pairs of trousers, three shirts, and one tie per year. This uniform will be made available by September 30th of each year.

21.2.2 Notwithstanding **21.2.1**:

- a) in exchange for one short sleeve shirt, two summer T-shirts will be supplied by June 1st of each year if requested by the employee;
- b) the Courier Driver will be supplied with one uniform jacket per year;
- c) 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; and

d) Temporary employees with six months continuous service shall be entitled to the shirt provision only as set out in 21.2.1 and 21.2.2 (a).

21.2.3 **The** wearing of uniforms shall be subject to regulations as issued by the Board.

21.2.4 Members of the bargaining unit who are required or wish to wear safety shoes, will be reimbursed by **the** Board to a maximum of \$55. annually toward the purchase of such shoes.

21.2.4.1 Payment to be made upon receipt of proof of purchase.

21.2.4.2 Where such reimbursement is made, the employee will be required to wear safety shoes while at work.

21.3 **Travel Allowance**

21.3.1 **A** travel allowance shall be paid for travel from school to school within the working day at the rates approved by the Board for all employees.

21.4 **Safety**

21.4.1 The Board and the Union agree that they mutually desire to maintain high standards of safety in the East **York** school system, in order to prevent industrial injury.

21.4.2 **The** Board agrees that the Union shall have representation on the Board-wide Health and Safety Committee established under the Occupational Health and Safety- Act of Ontario.

21.4.3 No member of the bargaining unit shall be required to catheterize or to administer medication by injection to students.

21.5 **Labour Management Co-operation Committee**

21.5.1 A Labour Management Co-operation Committee shall be established to consider matters **of** mutual interest to the Union and the Board.

21.5.2 The Committee shall be composed of representatives of the Administration of the Board and not more than four representatives of the Union, two of which must be members of the bargaining unit covered by this Agreement.

21.5.3 Meetings are to be held every **two** months during the school year.

- 21.5.4 Notwithstanding the foregoing, additional meetings will be held when the Board and the Union agree that such a meeting is necessary.

ARTICLE 22 -JOB SECURITY

- 22.1 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 number of bargaining unit staff, then all Permanent employees covered by this Agreement with two or more years Board seniority, 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.
- 22.2 It is also agreed that should the employment of any of the aforementioned bargaining unit staff with over two years seniority be affected by a change as noted in 22.1, the Union will be advised of such contemplated change so that they may provide technological input to the Board.
- 22.3 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 who are members of the bargaining unit with the new employer.

22.4 The Board shall continue to determine the methods through which services are provided. **An** alteration in method or methods now in effect, including 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; and
- c) standards and procedures for the ongoing maintenance, inspection and repair of equipment as introduced as in (b) above.

22.5 In the event of technological change which results in the reduction of the number of permanent

employees required, 22.1 and 22.2 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.

22.6 In the event of a position covered by this Agreement being reclassified by reason of technological change, the wage rate of the employee holding such a position 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.

22.6.1 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 the employee will revert to the rate of the position the employee then holds.

22.6.2 Any depletion of staff as a result of technological change as outlined in the definition will be discussed at a meeting of Union and Board representatives to be held one month prior to implementation of the depletion.

ARTICLE 23 - TERM OF AGREEMENT

- 23.1 "his Agreement shall be binding and remain in effect from January 1, 1990 to December 31, 1991 and shall continue from year to year thereafter unless either party gives the other party notice in writing within 90 days prior to the 31st day of December in any year that it desires to amend the Agreement.
- 23.2 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 24 - SETTLEMENT

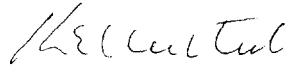
- 24.1 Except for salary payment, none of the provisions of this Agreement shall have retroactive effect.
- 24.2 Retroactive salary payment will be made to all members of the bargaining unit on staff **as** of the date of ratification and to former members of the bargaining unit who have retired, from 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,

The execution of this Agreement shall **also** constitute the execution of the appended Letters of Understanding.

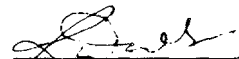
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 28th day of August, 1990, at East **York**, Ontario.

SIGNED FOR THE BOARD

The **Board of Education** for
the Borough of East **York**



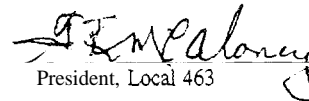
Chairman



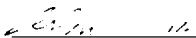
Director of Education
and Secretary-Treasurer

SIGNED FOR THE UNION

Canadian Union of Public
Employees, **Local 463**



President, Local 463



Secretary

National Representative

LETTER OF UNDERSTANDING
re: Long Term Disability Income Plan

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

LETTER OF UNDERSTANDING
re: Ontario Health Insurance Plan (O.H.I.P.)

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 references respecting O.H.I.P. **will** be removed from this 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 employee **payroll tax** funding, will be returned to the Agreement.

APPENDIX A
 SCHEDULE "A"
 CLASSIFICATIONS AND WAGE RATES

	<u>Jan.1</u> <u>1990</u> \$	<u>Dec.31</u> <u>1990</u> \$	<u>Jan.1</u> <u>1991</u> \$
Caretaker, starting	13.75	--	14.69
Caretaker, 1 year after probationary appointment	14.54	--	15.53
Caretaker-Engineer, starting	14.67	--	15.67
Caretaker-Engineer, after 1 year's service	15.20	--	16.23
Courier Driver	14.60	--	15.59
Head Caretaker Category 05	16.34	16.49	17.61
Category 06	16.68	16.88	18.03
Category 07	17.18	17.53	18.72
Category 08	17.86	18.01	19.23
Category 09	18.64	18.74	20.01
Category 10	18.92	19.17	20.47
Matron, starting	11.94	--	12.75
Matron, after 1 year's service	12.77	--	13.64
Shift Leader	15.53	--	16.59
Stockkeeper	15.02	--	16.04

Shift Premium

All full-time employees who are performing shift work shall be paid an amount calculated on the basis of four percent of straight time hourly rate, for all evening and night shifts actually worked.

Responsibility Allowance

Effective September 1, 1990, where the Board directs that a scheduled afternoon or midnight shift be in effect in an elementary, middle or junior high school, the Caretaker or Caretaker-Engineer designated as responsible for such shift shall receive an additional \$0.30 per hour for such additional responsibility in addition to the Shift Premium.

Stationary Engineer's Allowance

Caretakers obtaining 4th Class Engineer's Certificate 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 25.

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

Any Caretaker-Engineer including a Head Caretaker with a 3rd Class Engineer's Certificate **will** be paid an additional allowance of \$3.00 per week.

H

(Effective August 1, 1990)

<u>Category</u>	<u>Size in Square Feet</u>	<u>Location</u>
05	0 - 45,000	Adult Learning Centre, Bennington, Crescent Town, Diefenbaker, George Webster, Parkside, Presteign Heights, Rolph Road, Selwyn, Victoria Park
06	45,001 - 75,000	Bessborough, Chester, Cosburn, Education Centre, Northlea, R.H. McGregor, Secord, Thorncliffe Park, Westwood Junior High School, William Burgess
07	75,001 - 115,000	G.A. Brown Middle School, D.A. Morrison Junior High School, Valley Park Middle School
08	115,001 - 150,000	Leaside High School, Marc Garneau Collegiate Institute
09	150,001 - 200,000	NIL
10	200,001 - plus	Fast York Collegiate Institute

APPENDIX B

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (S.U.B.) PLAN

1. a) The: object of this S.U.B. 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.
- b) Only permanent and probationary employees as defined in the collective agreement are covered by this S.U.B. plan.
2. The other requirements for receipt of a S.U.B. are:
 - a) the employee must be eligible to receive U.I. pregnancy/adoption benefits from the Canada Employment and Immigration Commission;
 - b) an application for S.U.B. 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 additional leave granted by the Board) and;
 - ii) that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under this S.U.B. plan.
- 3. An employee must have applied for U.I. benefits before a S.U.B. becomes payable.
- 4. An employee disentitled or disqualified from receiving U.I. benefits shall not be eligible for a S.U.B.. A S.U.B. 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 S.U.B. 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 ninety percent 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 S.U.B., U.I. gross benefits and any other earnings received by the employee shall not exceed ninety-five percent of the 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 S.U.B. is payable.
8. The duration of this plan is from the first day of the second month following ratification of the Memorandum of Settlement 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.

APPENDIX C

COST OF LIVING ALLOWANCE

- A. For the period January 1, 1991 to December 31, 1991, a Cost of Living Allowance (hereinafter referred to as the "Allowance") shall be calculated and paid to all eligible employees covered by this Agreement.
- B. The calculation of this Allowance shall be made for the month(s) during the period January 1, 1991 to December 31, 1991 inclusive in which the Consumer Price Index (C.P.I.) for Metropolitan Toronto exceeds 107.1% 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. C.P.I. means the Consumer Price Index for Metropolitan Toronto (1981 = 100) for the month(s) referred to in paragraph B above published by Statistics Canada in the following month.
- D. The Allowance for each such month shall be calculated using the following formula:

$$\frac{\text{straight time}}{\text{basic hourly rate}} \times \frac{\text{yearly straight time}}{\text{hours of work}} \times \frac{1}{12} \times A$$

$$\text{where } A = \frac{\text{C.P.I. Month} - \text{C.P.I. December 1990}}{\text{C.P.I. December 1990}} \cdot 0.071$$

and where C.P.I. Month means the C.P.I. for each calendar month the employee is on staff.

- E. The Allowance(s), if any, shall become payable in a lump sum to eligible employees as soon as reasonably possible following the publication of the December, 1991 C.P.I. The amount payable will, in no event, exceed three percent of the employee's basic annual wages or 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 Agreement will continue to apply throughout the period set out in paragraph **A** above.

INDEX

	<u>PAGE</u>
Definitions	4
Dental Health Care Plan	48
Extended Health Care Plan	45
Grievance and Arbitration Procedure	17
Group Life Insurance Plan	43
Hours of Work and Overtime	23
Insured Employee Benefits	42
Job Security	55
Labour Management Co-operation Committee	54
Lay-off	14
Leave for Union Business	2
Long Term Disability Income Plan	47, 60
Management Rights	8
No Discrimination	7
No Strikes or Lock-Outs	9
Ontario Health Insurance Plan (O.H.I.P.)	60

Payment of Wages	41, iii, ix
Pension and Insured Employee Benefits	42
Personnel Records	22
Pregnancy\Adoption Leave	51, vi
Purpose	1
Recall	14
Recognition	1
Retirees - Pension and Insured Employee Benefits	49
Safety	54
Semi-Private Hospital Plan	44
Seniority	10
Settlement	58
Sick Leave	30
Sick Leave Credit Gratuity	38
Staff Changes	11
Statutory Holidays	26
Term of Agreement	58
Travel Allowance	53
Unemployment Insurance Rebate	50
Uniforms	52
Union Security	7
Vacations	26
Work Categories	9