

SOURCE	Board		
EFF.	92	01	01
TERM.	93	12	31
COLLECTIVE AGREEMENT EMPLOYEES	138		
BETWEEN UNION D'EMPLOYÉS	80		

THE BOARD OF EDUCATION

FOR THE BOROUGH OF EAST YORK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 463 - UNIT "A"

FOR

1992 AND 1993

support Staff - caretaking

SEP 20 1993

0468405

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ARTICLE 1 - PURPOSE

- 1.1 The purpose of this Agreement is:
 - 1.1.1 to maintain the existing harmonious relations between the Board and the Union;
 - 1.1.2 to promote understanding and co-operation between the Board and members of the bargaining unit;
 - 1.1.3 to set forth matters relating to hours of work, working conditions, scales of wages and other benefits for members of the bargaining unit;
 - 1.1.4 to provide for the prompt and fair disposition of grievances; and
 - 1.1.5 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 forepersons, persons above the rank of

forepersons, students employed during the school vacation and holiday 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

3.1 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.
- 3.3.1 Such leave shall be limited to 20 working days per Collective Agreement year but shall be cumulative during the term of the Collective Agreement.
- 3.3.2 Except for negotiations preparation, 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.
- 4.1.1 "Basic Salary" means salary, as determined in the relevant schedule set forth in this Agreement, exclusive of overtime.

- 4.1.2 "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.
- 4.1.3 "Board" means The Board of Education for the Borough of East York.
- 4.1.4 "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.
- 4.1.5 "Director" means the Director of Education and Secretary-Treasurer for the Board.
- 4.1.6 "Extended Parental Leave" means a leave of absence without pay granted to a member of the bargaining unit ~~on~~ the expiry of a Parental Leave. The total of any combination of Pregnancy, Parental and Extended Parental leave granted to a member of the bargaining unit shall not exceed 12 calendar ~~months~~.
- 4.1.7 "O.M.E.R.S." means ~~Ontario~~ Municipal Employees Retirement System pension plan.

- 4.1.8 "Parental Leave" means a leave of absence without pay of up to 18 weeks granted under subsections 38 a), 38 b) and 38 c) of the Employment Standards Act, R.S.O. 1980 as revised by the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 to a member of the bargaining unit.
- 4.1.9 "Plan" means the Sick Leave Credit and ~~Gratuity~~ Plan in effect in the Board.
- 4.1.10 "Pregnancy Leave" means a leave of absence without pay of up to 17 weeks granted under subsections 36, 37 and 38 of the Employment Standards Act, R.S.O. 1980 as revised by the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 to a member of the bargaining unit who is pregnant.
- 4.1.11 "Union" means the Canadian Union of Public Employees ~~Local~~ 463, Unit "A" and "B".
- 4.1.12 "W.C.B." means the Workers' Compensation Board of Ontario.
- 4.1.13 "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:
- 4.2.1 **"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.
- 4.2.2 "Temporary" employees are persons employed for an indeterminate period of time, and who are not probationary or permanent employees.
- 4.2.3 "Probationary" employees are persons employed **to** fill a vacant position within the bargaining unit.
- 4.2.4 "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 practiced 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.
- 7.3.1 **An** employee shall have the right to be accompanied by a Union Officer, recognized under 3.2, at any disciplinary interview with supervisory personnel of the Board.

7.3.2 The Board shall have the right to require that an employee be accompanied by a Union Officer, recognized under 3.2, at any disciplinary interview with supervisory personnel of the Board.

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 Appendix "A" 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 staff who are members of the bargaining unit.

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:
 - 10.4.1 dismissal that is not reversed by the Grievance and Arbitration Procedure;
 - 10.4.2 voluntary resignation; or

10.4.3 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, seniority shall be the deciding factor.
 - 11.7.2 Where no qualified Probationary or Permanent employee makes application for a vacant position as established by 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:

11.10.2.1 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

11.10.2.2 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 and telephone number.

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') principal and a representative of the Plant Department or where the employee(s) do/does not report to a principal the employee's(s') appropriate immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion the employee(s) may be accompanied by a representative of the Union.

12.1.2.1 In the case of a Union policy grievance, the Union shall hold an informal discussion with the Controller of Plant or a designate and attempt to resolve the matter prior to filing a written grievance.

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 15 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 15 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 shall have access during normal business hours to that employee's personnel file upon prior written request to, and in the presence of, a supervisory officer or other person(s) designated by the Director.
 - 13.1.1 Either party to this Agreement may request that the employee be accompanied by a member of the executive of the **Union**.
 - 13.1.2 The employee may copy any material contained in the file.
- 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 and 15.2 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.

14.5.1 The sharing of an absent employee's work time shall be subject to the restrictions established by the Employment Standards Act as to maximum hours of work.

- 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 set out below will be ~~of~~ the stipulated duration, including lunch periods, and will be worked within the established times ~~for~~ that particular shift in the following table:

<u>Shift</u>	<u>Duration and Schedule</u>
<u>Day</u>	[when school is in session] 9 hours duration including a 1 hour lunch period worked between 7:00 a.m. and 5:00 p.m.
	[when school is not in session] 8.5 hours duration including a 30 minute lunch period worked between 7:00 a.m. and 5:00 p.m.
Evening	8 hours duration including a "running lunch" of not more than 30 minutes duration worked between 3:00 p.m. and 12:00 a.m. (midnight).

Night 8 hours duration including a "running lunch" of not more than 30 minutes duration worked between 11:00 p.m. and 8:00 a.m.

14.8.1 The foregoing is not **to** be construed as limiting a specific shift to these hours.

14.8.2 Any shift commencing on or after 9:00 a.m. will earn shift premium for any time worked after 3:30 p.m.

14.8.3 A "Split Second Shift" is defined as a regular shift worked between two different locations. Split School Shifts shall be advertised as such when vacancies occur and are posted.

14.8.4 A "running lunch" is defined **as a** meal taken during the work period. While taking a "running lunch", the employee remains available for supervision of permit activities or to answer inquiries.

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 Effective February 1, 1993, in lieu of the provisions of **ARTICLE 15**, Temporary and Occasional employees shall receive Statutory Holiday pay equivalent to 3% of ~~that~~ employee's basic hourly ~~rate~~ in accordance with section 26 of the ~~Employment Standards Act~~, R.S.O. 1980 chapter 137, for all hours worked for the Board.

ARTICLE 16 - VACATIONS

16.1 **A** member of the bargaining unit shall, whenever conveniently possible, be granted the vacation period preferred by the employee.

16.1.1 Preference in choice of vacation dates between members of the bargaining unit shall be determined by seniority as determined by the **ARTICLE** 10 of this Agreement.

16.1.2 Members of the bargaining unit who are employed in other than school locations, may be granted their vacations at any time during the calendar year.

16.2 Unless otherwise specifically arranged between the Board and **an** individual employee, annual vacations shall be granted to members of the bargaining unit, who are employed in school locations, during the summer school recess (excluding the **two** weeks before school reopening).

16.2.1 Subject to budgetary restrictions, a limited number of vacations may be granted to members of the bargaining unit covered by 16.1 at times other than that specified in **16.2**.

- 16.2.1.1 Notwithstanding the foregoing, members of the bargaining unit may be granted part of their vacation entitlement during the Christmas and mid-winter breaks **as long as** no replacement is required and the employee's school has adequate coverage **as** determined by the Board.
- 16.2.2 Where the budgetary limit has been reached in 16.2.1 **and no** replacement is required **by** the school principal, additional vacations may be granted to members of the bargaining unit at times other than that specified in 16.2.
- 16.2.3 Where replacement is required **by** the school principal, requests for leave without pay may be requested **by** members of the bargaining unit for vacations at times other **than** that specified in 16.2.
- 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 30 shall be entitled to one day's vacation with pay for each month of continuous service prior to June 30, to a maximum of ten working days' vacation with pay, provided they were in the employ of the Board **on** June 30.

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 1 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 Effective February 1, **1993**, in lieu **of** the provisions of **ARTICLE 16**, Temporary and Occasional employees shall receive Vacation pay equivalent **to 4%** of that employee's basic hourly **rate** in accordance with section 29 of the

Employment Standards ACT, R.S.O. 1980 chapter 137, for all hours worked for the Board.

16.11 Where an employee returns from a leave which has guaranteed the continuation of an entitlement to paid vacation, (Workers' Compensation; Pregnancy/Parental Leave; Long Term Disability; paid Sick Leave, etc.) the taking of the current years accumulated vacation credit shall be governed by Board policy on Vacations.

16.11.1 Where insufficient time remains in the calendar year for a returning employee to take their full vacation entitlement for that year, the case shall be referred to the Assistant Superintendent of Education - Human Resources and Staff Development for individual consideration.

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 working service with the Board shall be entitled to two days per month sick leave without loss of salary or benefits. Such leave 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:

17.7.1 **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.

17.7.2 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.

17.7.3 **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:

17.11.1 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

17.11.2 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.

- 17.15.1 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.
- 17.15.2 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.
- 17.15.3 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.**:

17.18.1 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

17.18.2 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.)

17.18.3 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.

17.18.4 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**).

17.18.5 **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:
- 18.1.1 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;
 - 18.1.2 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
 - 18.1.3 **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:

18.2.1.1 $\frac{A.F.B.S.}{200} \times \text{accumulated Credits} \times \frac{1}{2}$
at time of retirement,
disability or death

or

18.2.1.2 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:

18.2.2.1 $\frac{A.F.B.S.}{240} \times \text{accumulated Credits} \times \frac{1}{2}$
at time of retirement,
disability or death

or

18.2.2.2 A.F.B.S. x 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 the hourly rate for the appropriate Classification **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, 1993** to December **31, 1993**, a Cost of Living Allowance shall be calculated and paid to all members of the bargaining unit on staff as at December **31, 1993**, and to former members of the bargaining unit who have retired subsequent to **January 1, 1993**, and to the estate of those who have died since that date.
- 19.6.1** The calculation of this allowance shall be made for the month(s) during the period **January 1, 1993**, to December **31, 1993**, inclusive in which the C.P.I. for Metropolitan Toronto exceeds **103.25%** of the December, **1992 C.P.I.** for Metropolitan

Toronto. The last such calculation, if any, shall be made comparing the December, **1992** C.P.I. and the December, **1993** C.P.I. for Metropolitan Toronto.

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

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

$$A = \frac{\text{CPI for each Calendar month} - \text{CPI Dec. 1992} - 0325}{\text{CPI December 1992}}$$

19.6.3 C.P.I. means the Consumer Price Index for Metropolitan Toronto (**1986 = 100**) for the month(s) referred to in clause **19.6.1** above published by Statistics Canada in the following month.

19.6.4 The allowance(s), if any, shall become payable in a lump sum to eligible employees **as soon as** reasonably possible following the publication of the December, **1993** C.P.I. The amount payable will, in no event, exceed two percent of the employee's basic annual wages or salary.

19.6.5 Should Statistics Canada modify, amend or alter its method of calculation of the Consumer Price Indices, the Consumer Price

Indices **as** defined by Statistics Canada on the **date** of the execution of **this** collective agreement will continue **to** apply throughout the period set out in **19.6** above.

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:

20.1.2.1 **earned** at least thirty-five percent **of** the year's maximum pensionable earnings under the **Canada Pension Plan**; or

20.1.2.2 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, 1991 and shall pay:

20.2.1.1 one hundred percent of the premium costs of the basic \$30,000. coverage; and

20.2.1.2 seventy-five percent of the premium cost of the balance of the coverage selected by the employee to a maximum combined coverage of \$140,000.

20.2.2 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 \$30,000. coverage.

20.3 **Semi-Private Hospital Plan**

20.3.1 The Board shall continue to provide a Semi-Private Hospital Plan equal to the Confederation Life Semi-Private Hospital coverage plan which was in effect on December 31, 1991.

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 Board.

20.4 **Extended Health Care Plan**

20.4.1 The Board shall continue to provide an Extended Health Care Plan equal to or better ~~than~~ the Confederation Life Extended Health Care Plan which was in effect on December **31, 1991**.

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 The Extended Health Care Plan will include regular Extended Health Benefits with a deductible feature of \$25, per individual and \$50, per family maximum. Subject to the above deductible, the Plan will **also** include:

20.4.4.1 hearing aid benefits to a maximum of \$500. per person per three year period;

- 20.4.4.2 eye glass benefits (including contact lenses) to a maximum of **\$140.** per person per two year period;
- 20.4.4.3 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
- 20.4.4.4 effective January **1, 1993**, eye glass benefits, including contact lenses whether for medical or cosmetic purposes, to a maximum of **\$180.** per person per two year period;
- 20.4.4.5 out-of-province and out-of-country coverage.

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, 1991.**
- 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 1** dates will be used for annual adjustments.

20.5.5.2 The formula for adjustment will be the **C.P.I. (Canada Wide 1986 = 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".

20.5.5.3 Effective **January 1, 1993**, the formula for adjustment will be the **C.P.I. (Canada Wide 1986 = 100)** from September to September 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 Dental Health Care Plan equal to the Confederation Life Dental Health Care coverage plan which was in effect on December 31, 1991.

20.6.1.1 **The Plan** shall include basic dental coverage as well **as** a combined Major Restorative **and** Orthodontia option.

20.6.2 Ninety 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 1990 Ontario Dental Association Schedule for Fees for General Practitioners (O.D.A.).

20.6.4 Effective the first day of the second month following ratification of this Agreement benefits shall be based upon the 1991 O.D.A.

20.6.4.1 Effective January 1, 1993, benefits shall be based upon the 1992 O.D.A.

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 Leave, Parental Leave and Extended Parental Leave**

21.1.1 The Board will grant Pregnancy Leaves of up to 17 weeks and Parental Leaves ~~of~~ up to 18 in accordance with the requirements ~~of~~ the Employment Standards Act of Ontario.

21.1.1.1 Notwithstanding the employment eligibility requirement set ~~out~~ in the Act, the Board may grant a Pregnancy Leave, ~~as~~ otherwise

set out in the Act, to a member of the bargaining unit who is pregnant.

21.1.1.2 Notwithstanding the employment eligibility requirement set out in the Act, the Board may grant a Parental Leave, **as** otherwise set out in the Act, to a member of the bargaining unit who satisfies the definition of being a parent as set out in the Act.

21.1.2 A member of the bargaining unit eligible for Parental Leave under **21.1.1** may apply for an additional leave of absence without pay, referred to **as** an Extended Parental Leave, to commence immediately upon the expiration of the employee's Parental Leave.

21.1.3 The total period of time spent **on** any combination of Pregnancy, Parental or Extended Parental Leaves shall not exceed one calendar year.

21.1.4 Further information **on** these Leaves may be found **in** the Benefits Booklet.

21.1.5 During a Pregnancy and/or Parental Leave:

21.1.5.1 an employee shall continue to participate in each Insured Employee Benefit Plan in which the employee is enrolled at the time the Leave is granted unless the employee elects in writing not to do so.

- 21.1.5.2 the Board shall continue to pay the Board's share of the premium of any continued Insured Employee Benefit Plan unless the employee gives the Board written notice that he/she does not intend to pay the employee's share of the premium, if any.
- 21.1.5.3 the time spent on such Leave(s) will count for advancement within Category and for seniority.
- 21.1.5.4 the employee shall retain the guaranteed right to return to the employee's current position or an equivalent position.
- 21.1.5.5 on return to work, the employee's sick leave Credit allocation for the period of the Leave(s) shall be adjusted in line with current practice for leaves of absence without pay.
- 21.1.6 During an Extended Parental Leave:
 - 21.1.6.1 the time spent on this Leave will not count for advancement within Category nor for seniority.
 - 21.1.6.2 the employee may retain the level of participation in Insured Employee Benefit Plans which was in effect at the commencement of this Leave by assuming

both the Board's share and the employee's share of the premium costs for such Insured Employee Benefit Plans.

21.1.6.3 the employee shall retain the guaranteed right to return to the employee's current position or an equivalent position.

21.1.6.4 on return to work, the employee's sick leave Credit allocation for the period of the Leave(s) shall be adjusted in line with current practice for leaves of absence without pay.

21.1.7 The Board will continue to provide a Supplementary Unemployment Benefits (S.U.B.) Plan for members of the bargaining unit who take a Pregnancy or Parental Leave in accordance with 21.1.1; 21.1.1.1 or 21.1.1.2 of this Agreement.

21.1.7.1 The S.U.B. Plan is set out in Appendix B appended to this Agreement.

21.2 **Uniforms**

21.2.1 The Board shall supply to each Probationary or Permanent employee who is a member of the bargaining unit a uniform at Board expense. This uniform will be made available annually by September 30 of that year. (see Appendix C)

21.2.2 The composition and scale of issue will be determined by the Board after consultation with the Union through the Labour Management Committee.

21.2.2.1 Temporary employees shall be eligible for shirts after six months continuous service.

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:
- 22.4.1 the working environment of employees affected by the technological change;
- 22.4.2 special arrangements that may be necessary to ensure the safe operation of equipment introduced as a result of technological change; and
- 22.4.3 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 This Agreement shall be binding and remain in effect from January 1, 1992 to December 31, 1993 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.

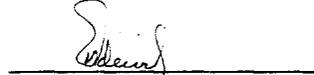
The execution of this Agreement shall also constitute the execution of the appended Letters of Understanding.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 18th day of January, 1993 at East York, Ontario.

SIGNED FOR THE BOARD

The Board of Education for
the Borough of East York

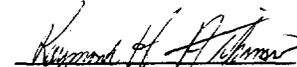

Chairman


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

CLASSIFICATIONS AND SCHEDULE OF HOURLY RATES

	Jan.1 1992 \$	Jan.1 1993 \$
Caretaker, starting	15.13	15.58
Caretaker, 1 year after appointment to classification	16.00	16.48
Caretaker-Engineer, less than 1 year's service with the Board	16.14	16.62
Caretaker-Engineer, after 1 year's service with the Board	16.72	17.22
Courier Driver	16.06	16.54
Head Caretaker:		
Category 05 [up to 45,000 square feet]	18.14	18.68
Category 06 [45,001-75,000 square feet]	18.57	19.13
Category 07 [75,001-115,000 square feet]	19.28	19.86
Category 08 [115,001-150,000 square feet]	19.81	20.40
Category 09 [150,001-200,000 square feet]	20.61	21.23
Category 10 [200,001 or more square feet]	21.08	21.71
Matron, Step 1 (starting)	12.93	13.32
Matron, Step 2	14.14	14.56
Matron, Step 3 (maximum)	15.38	15.84
Shift Leader	17.09	17.60
Stockkeeper	16.52	17.02

Responsibility Allowance

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 allowance for such additional responsibility in addition to the Shift Premium for all hours worked on the shift.

Effective January 1, 1993, or the first day of the second month following ratification of *this* Agreement, whichever is later, where the Board directs that a scheduled afternoon or midnight shift be in effect for members of the bargaining unit in any of the Board's places of operation and no Shift Leader is appointed, the Caretaker or Caretaker-Engineer designated as responsible for such Shift shall receive an additional allowance for such additional responsibility in addition to the Shift Premium for all hours worked on the Shift.

. The additional allowance shall be:

for 1992, \$0.31 per hour, and

for 1993, \$0.32 per hour.

The foregoing shall not constitute a "promotion" for the purposes of 11.1 nor shall the Board be required to advertise these positions.

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.

Stationary Engineer's Allowance

4th C) _____ in _____ if _____ :

The Board shall recognize up to 40 Caretakers, exclusive of Head Caretakers for the possession **of** this certificate.

Caretakers so recognized shall hold the designation **of** Caretaker-Engineer and shall be paid the appropriate rate based on the employees service **with** the Board as a Probationary or Permanent Caretaker or Caretaker-Engineer.

3rd Class Stationary Engineer Certificate:

Any Caretaker-Engineer including a Head Caretaker in possession of this certificate, shall receive **an** allowance of \$0.075 per hour.

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 members of ~~this~~ bargaining unit from the Canada Employment and Immigration Commission for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.
- b) Only Probationary and Permanent employees as defined in 4.2.3 and 4.2.4 of the Collective Agreement to which Appendix B is appended are covered by this Plan.
2. The other requirements for receipt of a S.U.B. are:
 - a) the employee must apply for and be in receipt of U.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
 - b) an application for S.U.B. must be made by the employee on a form to be provided by the Board and the employee shall provide proof that the employee is in receipt of U.I. benefits indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;

- c) the employee shall sign an agreement with the 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 Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Board under the Collective Agreement); 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 and be in receipt of U.I. benefits before a S.U.B. becomes payable.
- 4. **An** employee who is not in receipt of U.I. benefits shall not be eligible for a S.U.B., except if the reason for non-receipt is that the employee is serving the two-week waiting period. A S.U.B. payment shall be made only when it has been verified that the employee has applied for and is in receipt of U.I. benefits.
- 5. **An** employee shall not have the right to a 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 90% of the employee's weekly insurable earnings as determined by the **Canada** Employment and Immigration Commission for the two-week waiting period before U.I. benefits commence.
7. It is understood that consistent with current unemployment insurance regulations:
 - a) 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 95% ~~of~~ the employee's normal weekly earnings, **and**
 - b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under **this** Plan.
8. ~~Until~~ December 31, 1993, the two-week waiting period before U.I. benefits commence shall be the maximum number of weeks for which a S.U.B. is payable. Effective January 1, 1994, the following provision shall apply:

For up to 15 weeks following the two-week waiting period under (8) above the benefit level paid under this Plan shall be \$75. per week (pro-rated for other than full time employees) providing the employee remains in receipt of U.I. benefits as set out under (4) above.

9. In addition, in accordance with current unemployment insurance regulations the Board shall inform the Canada Employment and Immigration Commission of any changes in the S.U.B. Plan and, subject to review by the Commission, the duration of this Plan as set out above shall continue to December 31, 1994.

APPENDIX C

UNIFORM ALLOCATION (as agreed by the Labour/Management Committee for the term of this Agreement)

Complete Uniform

A complete uniform, consisting of the following items, will be issued to all Probationary caretakers as **soon as** possible after the permanent appointment is made but no later than one year.

- 5 shirts
- 3 pants
- 1 tie
- 1 sweater
- 1 windbreaker

Annual Allocation

After receiving the above complete uniform in the first year of permanent employment, subject to budget restrictions, an **on-**going allocation will be made **as** follows:

- 5 shirts
- 3 pants
- 1 tie (if required)

Substitution

After receiving the complete uniform and one annual additional allocation the following substitution could be requested:

Special Request	Reduction from
<ul style="list-style-type: none">• 1 parka	<ul style="list-style-type: none">• 1 pair pants and• 1 shirt
<ul style="list-style-type: none">• 1 windbreaker	<ul style="list-style-type: none">• 3 shirts or• 1 pair pants
<ul style="list-style-type: none">• 1 sweater	<ul style="list-style-type: none">• 1 shirt
<ul style="list-style-type: none">• 1 parka and• 1 sweater	<ul style="list-style-type: none">• 1 pair pants and• 2 shirts
<ul style="list-style-type: none">• 1 windbreaker and• 1 sweater	<ul style="list-style-type: none">• 1 pair pants and• 1 shirt

Temporary and Occasional

Temporary and Occasional caretakers will receive 3 shirts when hired. These will be replenished on the anniversary date of their employment.

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