

# 1990 - 1991 COLLECTIVE AGREEMENT

SOURCE	60250		
EFF.	20	21	21
TECHNICAL EMPLOYEES	21	25	25
NUMBER OF EMPLOYEES	50		

Between

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

-and-

LOCAL 134 (DRIVERS & DRIVERS'HELPERS)  
CANADIAN UNION OF PUBLIC EMPLOYEES

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

BETWEEN

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

PARTY OF THE **FIRST PART**

and

**LOCAL 134,**  
CANADIAN **UNION** OF PUBLIC EMPLOYEES  
**DRIVERS AND DRIVERS' HELPERS**  
(hereinafter called the "**Union**")

PARTY OF THE **SECOND PART**

**PREAMBLE**

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

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

**ARTICLE 1 - RECOGNITION OF THE BARGAINING UNIT**

1.01 The Board recognizes that **Local 134, C.U.P.E.** represents **all** hourly-rated Drivers and Drivers' Helpers working out of the Central **Garage** and/or reporting to the **Transportation Manager**. This includes **Helpers** and Lead **Hands** at Sunny View School, Tool Room/Tool Crib Truck Drivers, Dispatcher/Drivers, Glazing Truck Driver and **Bus Drivers** at **Sunny View** and **Island Schools** and **Driver positions** and **Truck Driver** positions created after **November 17, 1972** other than those vehicles operated by Trade **Union** employees, i.e., (Bricklayers, **Plumbers**, Electricians, **Steamfitters, etc.** **Such driving position** i.e. those created after **November 17, 1972** is **defined as** any position where the employee is occupied on a **monthly** basis for more than **fifty (50)** percent of the employee's time in

picking up or delivering passengers or material).

The Union shall not represent ~~Office Staff, Tool Room/Tool Crib attendants, Receivers, Automotive Mechanics, Watchmen/Watchwomen, Students on school vacation and employees covered by other Collective Agreements.~~

1.02 Employees hired for seasonal projects under programs directly funded by the Federal or Provincial Governments, specifically to create employment, shall not be covered by this Agreement as far as seniority and grievance rights are concerned.

## ARTICLE 2 - SENIORITY

2.01 Seniority shall be established on the following basis:

- (a) Board seniority - Date first Continuously employed by the Board.
- (b) Bargaining unit seniority - date established on the basis of the employee's accumulated service in the Bargaining Unit.

2.02 An employee shall be appointed to the permanent staff after completing a probationary period of twelve (12) continuous months of employment.

2.03 Seniority shall be lost for the following reasons:

- (1) Dismissal for just cause and not reinstated.
- (2) Voluntary resignation.

- (3) Failure to respond to **recall** notice within the specified time, or failure to report for work **on the date**, at the location and at the time specified in **such notice**, unless **through sickness** or other cause acceptable to the **Board**.
- (4) Lay off for eighteen **(18)** consecutive **months**.
- (5) If **an** employee, not granted leave of **absence** with pay, **fails** to return to duty within one year **after having exhausted his/her** cumulative **sick** leave credits, irrespective of any additional credits earned during that year.
- (6) **Absence** without permission in **excess of five (5)** consecutive **working** days where **circumstances are within** the employee's control either to attend **work** or to **notify** their Department if it **is not** possible to attend work.
- (7) **Overstays** a leave of absence, without **permission**, where **circumstances** are within the employee's **control**.

Seniority lost for reasons (1), (2), **(4)** and **(5)** will result in termination of employment.

Seniority when lost for reasons **(3)**, **(6)** and **(7)** may **at the Board's discretion** result in termination of employment without recourse to the grievance procedure.

2.04 **The Board** agrees that **no** employee with at least two **(2) years' permanent status** in the Maintenance Department, **as of January 1, 1973, shall be laid off for**

other than just cause.

2.05 The loss of a valid appropriate driver's license may result in ~~termination~~ of employment.

### ARTICLE 3 - STAFF CHANGES

3.01 Save as provided in Article 3.02 hereof, in making promotions within the bargaining unit, qualifications and ability being equal, appointments shall be made of the applicant with the most bargaining unit seniority,

3.02 If an employee is promoted out of the bargaining unit or any other position which excludes the employee from coverage of this Collective Agreement, such employee shall retain their bargaining unit seniority in the position from which the employee was transferred and may at any time be transferred to such former position and be allowed the bargaining unit seniority to which they are entitled.

3.03 The successful applicant for a position, other than a lateral transfer, may be given a probationary period up to but not to exceed three (3) months, in order that the employee's qualifications may be assessed. If the employee is not successful, the position will be re-advertised and the employee shall revert to their previous classification and this action shall be the subject of a discussion between the Board and the Union.

3.04 Employees who are temporarily transferred to a higher paying classification and are assigned the full duties of that classification shall be paid the rate of the job to which the employee is transferred while assuming those

duties.

When a temporary transfer is necessary for a period in excess of three working days, the position shall be filled at the discretion of the Transportation **Manager**.

**3.05** An employee covered by **this** Collective Agreement **who, through** advancing **years** or disablement, is unable to **perform** their regular duties, may be assigned to **alternative** work, if available, without posting the position and without regard to relative **seniority** standing. **Such** transfer **shall not alter** the bargaining unit **seniority** of **any** employee.

The employee **so assigned** shall be reassigned **when ready** to resume their regular duties **as determined** by the Board doctor.

**A position that is** filled by a disabled employee **shall not be** reclassified upwards or downwards.

No employees shall benefit **financially from this transfer**. **In** the event the **employee** affected is **receiving** a higher rate of pay than the **rate** of the position to **which** the employee is transferred, the employee's **rate** of pay shall be frozen **until** the **rate** of the **position** to which the employee is transferred exceeds their rate of pay at the time of **transfer**.

**3.06** The **Board** **agrees** that any vacancy or new continuing position that occurs pertaining to employees covered by **this** Agreement shall be posted in bulletin form at **the** **Maintenance** Service **Building**, Old **Administration** **Building**, Sunny View Public School and the Island Public



School at least seven (7) working days prior to the filling of these positions, except that the Board may elect not to advertise those vacancies in the same classification immediately resulting from filling a currently advertised position for drivers or drivers' helpers. The Board will not post vacancies in the months of July and August. The Board will forward one copy of the advertised vacancy to the Recording Secretary of the Union. A continuing position shall mean any Maintenance and Construction Department position that can reasonably be considered to last for twelve (12) months or longer.

Filling of an advertised vacancy and subsequent vacancies created as a result of such filling shall be made from all bids received.

In filling such vacancies, merit and ability being sufficient, appointment shall be made of the applicant who has the appropriate licence(s) and/or certificate(s) and who has the most bargaining unit seniority. All such vacancies shall be posted within fifteen (15) working days

### 3.07 10 Month Employment

It is agreed that the Board will hire, promote and on a voluntary basis, transfer employees into certain positions that will be considered "10 month employment". As such these positions shall be subject to the Collective Agreement with the following special conditions:

#### (1) Recognition

Those employees occupying "10 month positions", shall be considered members of Local 134, C.U.P.E.

in accordance with Article 1 of this Collective Agreement.

(2) Cumulative Sick Leave

The sick leave will be calculated at 2 days per month as per the Sick Leave Plan, i.e. 20 days per year.

(3) Salaries

Hourly Rates will be as indicated in Appendix "A" of this Collective Agreement.

(4) Work Year

The normal work year shall be the school year as provided in the Schools Administration Act, as amended from time to time, with a minimum of 41 weeks' service excluding vacations.

Employees who work before or after the school year shall be paid the respective hourly rate.

(5) Fringe Benefits

The fringe benefits as outlined in this Collective Agreement shall remain unchanged.

(6) Paid Holidays

Those employees occupying "10 month positions" shall be paid for the following holidays, if such holidays fall on a regular working day, i.e. Monday

to Friday. Where a holiday falls on a Saturday or Sunday, another day shall be declared as a paid holiday.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day

In addition to the above, employees who have attained sixty (60) working days of service in the calendar year, shall receive one (1) additional mutually agreeable paid holiday in that calendar year.

(7) Reverting to a 12 Month Position

If an employee wishes to revert to his/her previously occupied "12 month position" the employee may do so with the following understanding:

- (a) An appropriate vacancy exists.
- (b) The transfer shall take place in September.

The above does not apply to promotions or staff changes in which case Article 3 of this Collective Agreement shall apply. In the event of a promotion or a transfer to a 12 month position that takes effect any time other than September, the employee shall consider that the money earned and the vacation taken (Christmas and mid-term) is full vacation credit to the date of transfer.

These working conditions may be altered where mutually agreeable to the Union and the Board.

(8) Vacations

Those employees occupying "10 month positions" shall be entitled to vacation entitlements, with pay, as indicated in Article 9 of the Collective Agreement.

The Christmas and Mid-Winter breaks are paid for and shall be considered paid statutory vacation period.

ARTICLE 4 - RESERVATION OF BOARD RIGHTS

4.01 The management of the Board's operations and the direction of its employees shall continue to be vested exclusively in the Board and shall include, amongst other things, the right to determine the standards of services offered by its employees, determine the standards of selection for employment; direct its employees; take disciplinary action, relieve its employees from duty, in reverse order of Board seniority, because of lack of work or for other legitimate reasons; maintain the efficiency of the Board's operations; determine the methods, means and personnel by which the Board's operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work subject to the terms of this Collective Agreement.

ARTICLE 5 - DISCHARGE AND DISCIPLINE CASES

5.01 A permanent employee may **only** be dismissed upon the authority of the Board.

The Superintendent of Maintenance, or delegate, may suspend **an** employee pending the Board's **confirmation** of a discharge recommendation, at the next regular **Board meeting**. The employee suspended **pending discharge** and the **Union** shall be advised **promptly** in **writing** of such **suspension**.

5.02 A permanent employee covered by **this** Collective Agreement called to appear before the Superintendent of Maintenance, or delegate, for disciplinary action, **may** have up to two **(2) Union** Executive Members present.

5.03 The **Transportation Manager** or **Supervising Engineer** shall have the **authority** to suspend **an** employee covered by **this** Collective Agreement up to a **maximum** of **five (5) working days**. Suspensions in **excess** of five (5) **working days** shall **only** be made by the Departmental Superintendent or by the appropriate designate in the **absence** of the Departmental Superintendent, and **such suspensions** shall be **immediately** reported to the **Board**. The employee concerned and the **Union** shall be **advised** promptly in **writing** of the reason for **such suspension**.

5.04 Should it be found upon investigation that **any** employee **has** been **unjustly** suspended or discharged, **such** employee shall be **immediately** reinstated in the employee's former position without **loss** of pay or seniority.

**ARTICLE 6 - HOURS OF WORK AND OVERTIME**

6.01 The **normal** work week for all employees covered by this Collective Agreement shall consist of **forty (40)** hours, made up of five - eight hour days Monday to Friday inclusive, to be worked between the hours of 7:00 a.m. and 4:30 p.m. The **normal hours of work** may be changed when **mutually agreed to** by the **Union** and the **Board**.

An employee who is required to work on the 2nd and 3rd **shifts** shall be given **24** hours notice. If **shift** work is necessary it shall be shared as equitably as possible amongst the employees qualified to do the work.

For work that is of such a nature that it cannot be performed between the hours provided in **Clause 6.01**, i.e. **Shift** No. 1, the following **shift** hours and **rates** shall apply:

**Shift No. 2** - To start at any time between 8:30 a.m. and 4:00 p.m. Monday to Friday inclusive.

**Rate** - Time and one-seventh - 7 hours work, 8 hours pay.

**Shift No. 3** - 6 hour shift - to be worked between **midnight** and **8:00 a.m. Sunday** midnight to Friday **8:00 a.m.**

**Rate** - 6 hours' work, - 8 hours pay.

6.02 Double time shall be paid for **all** overtime hours worked.

6.03 Double time shall be paid for **all** hours worked on the holidays listed in Article 8, such pay shall be in **addition** to being paid for the holiday.

6.04 All employees covered by this Collective Agreement who are called into work without prior notice shall receive one-half hour overtime pay at the applicable rate to the job and one-half hour overtime pay at the applicable rate from the job. The payment from the job shall not be paid when the emergency work carries into the regular shift. If the time required for the emergency work plus the allowance for travelling amounts to less than three (3) hours, the Board shall pay three (3) hours at the applicable overtime rate.

Article 6.04 will apply only if an employee is recalled because of circumstances over which he/she has no control.

6.05 All employees covered by this Collective Agreement shall be permitted a fifteen (15) minute rest period both in the first half and the second half of the first shift. There shall be one (1) fifteen minute rest period and one rest period (not to exceed ten (10) minutes) on the second shift. There shall be no rest periods on the third shift.

6.06 The Board agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, they shall suffer no loss of pay for the time so spent.

6.07 Where planned overtime is necessary, such overtime shall be shared fairly among the employees concerned insofar as the employee's availability and capability allows.

6.08 The lunch period on each shift will be one-half (1/2) hour without pay. Employees shall be required to punch "out" before lunch and "in" after lunch.

6.09 The **Union's** Negotiating Committee **shall** be permitted a **total of ten (10) days** leave of absence without loss of pay or benefits to prepare for negotiations provided that **no** one member of the Negotiating Committee **has more** than four (4) **days** leave for this purpose.

6.10 (a) Employees **may** choose to receive time off **from** work with pay instead of receiving overtime pay. If an employee **elects to take time off**, the **number of hours off from work to which an employee is entitled shall** be determined by **dividing the amount of overtime pay the employee would have received, had the employee elected to receive overtime pay, by the employee's hourly rate of pay as stated in Appendix "A" appended hereto. Time off will be taken at a time mutually agreeable to the Board and the employee except that employees being laid off shall receive a cash payment for accumulated overtime credits due at the time of lay-off.**

**Any time off accumulated under the provisions of Article 6.10, shall be utilized prior to December 31st. Any hours remaining after December 31st shall be compensated in wages within twenty-one (21) days of December 31st, and the balance reduced to zero.**

(b) The maximum **number of hours** that may be accumulated at any time in accordance with **Article 6.10(a) is forty (40).**



The ~~maximum~~ number of ~~hours~~ that may be taken in any calendar year shall be ~~sixty~~ (60) ~~hours~~.

#### ARTICLE 7 - COMMUNICATIONS

7.01 All ~~official~~ Communications between the parties, ~~arising out~~ of this Collective Agreement or incidental thereto, shall pass between the Superintendent - Negotiations of the ~~Board~~ and the Secretary of the ~~Union~~.

#### ARTICLE 8 - PAID HOLIDAYS

8.01 Employees covered by this Collective Agreement shall be paid for the following ~~Statutory~~ Holidays, if such holidays fall ~~on~~ a regular ~~working~~ day, i.e. Monday to Friday.

Where a ~~Statutory~~ Holiday falls ~~on~~ a Saturday or ~~Sunday~~, another day shall be declared ~~as~~ a paid holiday.

New Year's Day	Civic Holiday
Good Friday	<del>Labour</del> Day
Easter Monday	<del>Thanksgiving</del> Day
<del>Victoria</del> Day	Christmas Day
Canada Day	<del>Boxing</del> Day

In addition to the above, employees who have attained ~~sixty~~ (60) ~~working~~ days of service in the calendar year, shall receive ~~one~~ (1) additional mutually agreeable paid holiday in that ~~calendar~~ year in lieu of ~~Remembrance~~ Day.

Only those persons employed by the Board on their scheduled regular working day preceding and their scheduled regular working day following the paid holiday will qualify for the paid holidays.

Any other Paid Holiday granted by an Act of the Federal or Provincial Governments and approved by the Board for its employees, shall apply to all Union members covered by this Collective Agreement.

#### ARTICLE 9 - VACATIONS

9.01 Employees covered by this Collective Agreement, who are not on permanent staff as of June 30th in any current year that this Collective Agreement is in force, shall be entitled to one day's vacation with pay for each complete month of continuous service prior to June 30, with a maximum of eleven (11) days' vacation with pay, at the rate effective immediately prior to the vacation period, provided they were in the employ of the Board on June 30th.

9.02 The annual vacation as of June 30, 1989 shall be as follows:

Employees appointed to the permanent staff prior to July 1st shall be entitled to a vacation allowance as follows:

1 year of service - 3 weeks vacation with pay.

In the calendar year in which an employee attains nine (9) years of service - 4 weeks.

In the **calendar** year in **which an** employee attains seventeen(17) years of service - 5 weeks.

**23** years of service in the calendar year - 26 days vacation with pay.

**24** years of service in the calendar year - 27 days vacation with pay.

**25** years of service in the calendar year - 30 days vacation with pay.

Full vacation or equivalent pay **on** retirement if employee worked **6 months** of the vacation year in which the employee retires.

Accumulated service **as a** temporary employee does not count **as** service for vacation.

In the event of broken service a permanent employee's service **as** a permanent employee only will count as service for vacation.

9.03 An employee leaving the employ of the **Board** at any time in the vacation year before the employee **has had** the vacation **shall** be entitled to a proportionate payment of *salary* or wages in lieu of such vacation.

Should **an** employee die, the employee's estate **shall** be credited with the **value** of vacation credits due the employee.

9.04 Where a **Paid** Holiday **occurs during a vacation** period, **an** additional day of vacation shall be granted.

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

9.06 **All** employees **shall**, whenever conveniently possible, be granted the vacation period preferred by the employee. Preference in *choice* of vacation dates **shall** be determined by **bargaining** unit **seniority** of service with the **Board**.

9.07 A new employee who transfers **from** one Board of Education **within** the Municipality of Metropolitan Toronto to this **Board**, without a break in *service*, **shall** be **credited** with that previous **service** for vacation entitlements.

9.08 If an employee **who** would **normally** be eligible for benefits provided by the **Sick Leave and Gratuity Plan** including provisions for Special and **Miscellaneous Leaves** **has an** accident, becomes ill, or suffers a bereavement **during** a vacation period, the accident, **illness** or bereavement **shall** be counted as vacation time unless the employee notifies the **Board** of the accident, illness or bereavement **as soon as** possible and submits a **medical** certificate **from** a medical practitioner in the case of accident or **illness** and applies for and is *granted* leave of absence in accordance with the provisions of the **Sick Leave and Gratuity Plan** including *the* provisions for **Special** and **Miscellaneous Leave**.

#### ARTICLE 10 - GRIEV PROCEDURE

10.01 Should a dispute arise between the Board and any employee or **the Union**, regarding the interpretation, meaning, operation, or application of the **current** Collective Agreement between **the Board** and the **Union**, or should an

allegation be made that the Collective Agreement **has** been violated in any way, or should **any other** dispute arise, **an** earnest effort **shall** be made to settle the **dispute** in the following manner:

**STEP 1**

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

**STEP 2**

If the Executive of the **Union** considers the grievance to be justified, **the** Executive shall **first** seek to settle the dispute with the Transportation Manager and **then** the Supervisor responsible for the Transportation **Division**.

**STEP 3**

Failing satisfactory settlement **within five (5) working days** after the **dispute is** submitted under Step 2, the Executive **shall submit** to the Superintendent - Negotiations a written statement of the particulars of the complaint and the **redress** sought. The Superintendent of Maintenance **shall** hold a meeting with the Executive **within five (5) working days after** receipt of **such notice** and **shall** render a decision.

**STEP 4**

Failing satisfactory settlement **within five (5) working days** after the dispute **is reviewed under** Step 3, the Executive **of the Union shall, within seven (7) working days, name**

three representatives to meet with three senior **officials** of the **Board**. The **Committee shall** meet within fourteen working days of its appointment, or **such** longer period **as may** be mutually agreed upon by the Committee members, to consider the grievance referred to it. This Committee **so** appointed **shall** endeavour to **reach** a mutually satisfactory settlement. A unanimous decision of the **Committee shall** be final and binding **on** both parties.

#### STEP 5

**Failing agreement** being reached in Step 4, application **shall** be made to the Board or a **Committee** of the **Board** in **writing**, through the Superintendent of Administrative Services, **ten** (10) working days prior to the **next regular Board** meeting, stating the grievance concerned and a hearing **shall** be granted at the **next regular meeting** of the Board or a **Committee** designated by the Board **following the** application.

**The** Board and the **Union** agree to exchange material to be presented for the review of a grievance **no later** than **two** (2) working days prior to the commencement of the **Board** or a **Committee** of the Board **meeting** scheduled to review the grievance. The material to be exchanged will **include** copies of all letters, reports, written statements, **charts** or documents of **any kind which will** be presented at the meeting for the grievance review with the exception of confidential documents (eg. medical **reports**).

**10.02 Where** a dispute involving a question of general application or **interpretation** occurs, **the Board and the Union** may mutually agree to by-pass Steps 1, 2, 3 and 4 of **this** Procedure.

10.03 Grievances settled satisfactorily within the time allowed shall date ~~from~~ the time the grievance ~~was~~ filed.

10.04 The Board shall supply the necessary facilities for the grievance meetings.

10.05 The time limits fixed in the grievance procedures may be extended by consent of the parties to ~~this~~ Procedure.

10.06 At any ~~state~~ of grievance procedure, the parties ~~may~~ have the assistance of the employee ~~concerned~~ and any ~~other witnesses, and all~~ reasonable ~~arrangements shall~~ be made to permit the ~~conferring parties to have access to any~~ part of the ~~Board's~~ premises to ~~view~~ any ~~working conditions~~ that ~~may be~~ relevant ~~to~~ the settlement of the grievance.

#### ARTICLE 11 - PAYMENT OF WAGES

11.01 The Board shall pay salaries and wages including overtime payments ~~on~~ a weekly ~~basis~~ in accordance with Appendix "A" attached ~~hereto~~ and forming part of ~~this~~ Agreement.

11.02 ~~Where~~ Helpers are assigned to ~~driving a Board~~ vehicle they shall receive the Driver's ~~rate~~ of pay. Employees who are temporarily ~~filling~~ higher ~~paying~~ classifications on both ~~the~~ working day prior to and following a ~~Statutory~~ Holiday shall receive ~~that rate~~ of pay for the ~~Statutory~~ Holiday.

Helpers driving a ~~Board~~ vehicle for an accumulation period

of six (6) months or more in any ~~vacation~~ year **shall** receive the Driver's rate of pay when ~~on~~ vacation for that year. Helpers assigned ~~to driving for~~ any period of time in the first half ~~or~~ second half of their shift *shall* receive a ~~minimum~~ of four (4) hours pay **at the drivers' rate of pay.**

**11.03** When Sunny View Helpers **are** not required ~~on~~ assignment to Sunny View **School**, ~~they may~~ be assigned to alternate work **as** a driver or **as** a driver's helper, depending ~~on~~ the availability of work in these **classifications.**

#### ARTICLE 12 - OTHER BENEFITS

Probationary employees and permanent employees shall be eligible for the following **Board** benefits:

12.01 (a) **Such** employees **shall** have the privilege of participating in the Blue **Cross** or equivalent Semi-Private Hospital Coverage Plan and *shall* pay all premiums in connection **therewith.**

Effective June 1, 1990, the Board *shall* pay seventy-five (75) percent of ~~the~~ premium **cost.**  
Effective **January 1, 1991** the **Board shall pay** one hundred (100) percent of the premium **cost.**

(b) **The Board** agrees to contribute the **maximum** allowable **percentage** permitted **under** the Education Act, **as amended from** time to time, of **the** single or **the family premium, as the**



case may be, of a Blue Cross or equivalent Extended Health Care Plan to be implemented with a \$25.00 - \$50.00 deductible, including the following provisions:

- (a) Effective June 1, 1990, eyeglass benefits up to a maximum of one hundred and twenty dollars (\$120.00) per person per two year period. Effective January 1, 1991, eyeglass benefits up to a maximum of one hundred and forty dollars (\$140.00) per person per two year period. If contact lenses are prescribed for medical rather than cosmetic reasons, the benefit will extend to a maximum of \$150.00 per person per two year period.
- (b) Hearing aids benefit to a maximum of \$500.00 per person per three year period.
- (c) Out of province coverage.

Permanent employees covered by this Collective Agreement shall be entitled to the following additional Board benefits:

12.02 The Group Life Insurance Plan at present in force shall be continued. Effective June 1, 1990, the Board agrees to pay the full premium cost of the first thirty thousand (\$30,000.) dollars of coverage (minimum level of coverage) and 75% of the applicable premium for any additional coverage up to the maximum coverage of \$140,000. provided by the plan. The employee shall be

allowed to move up one level of coverage over the employee's present coverage without proof of **insurability**,

**12.03** The Board shall provide a Dental Health **Plan** for employees. Effective June 1, 1990, permanent employees may opt for major **restorative and** orthodontic benefit plan. **The** dental care plan shall include the following provision:

- (i) A **basic plan** reimbursement at a level of one hundred percent (100%) with a **maximum** of \$5,000.00 per person **annually**.
- (ii) A major restorative and **orthodontic** rider reimbursed at the following levels:
  - (a) **eighty percent (80%)** of major restorative services with a **maximum** combined with the **basic plan** of \$10,000.00 per person **annually**.
  - (b) fifty percent (50%) of **orthodontic services** with an **annual maximum** of \$1,000.00 per person **and a lifetime maximum** of \$2,000.00

Effective June 1, 1990, **eighty percent (80%)** of the premium **costs shall** be borne by the **Board**; **benefits shall** be based upon the **1989 Ontario Dental Association Schedule of Fees for Dental Services** provided by **General Practitioners**.

Effective January 1, 1991, **ninety percent (90%)** of the premium **costs shall** be borne by the **Board**; **benefits shall** be based upon the **1990 Ontario Dental Association Schedule of Fees for Dental Services** provided by **General Practitioners**.

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

12.04 The Pension Schemes at present in force shall be continued.

12.05 The "Sick Leave Credit and Gratuity Plan" including the provisions for "Special and Miscellaneous Leaves" at present in force shall be continued and the regulations of the Board governing maternity leave shall be continued and shall not be changed unless by mutual consent of both parties.

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

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

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

- (a) A licentiate of chiropractic may certify illness of over five (5) consecutive working days.
- (b) Part II #11(d) Miscellaneous Leave "attending court, either as a person charged or as a party in any

**action** in which the employee's presence is required by **law**".

For *the* purposes of Article 14, "**Sick** Leave Provisions", the interpretation to be applied to the specified clause of **the "Sick** Leave Credit and Gratuity Plan" is **as follows**:

Clause 5

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

Clause 9

The interpretation to be placed **on this clause shall be, viz:**

"That employees of the **Toronto Board** of Education shall be permitted to **exhaust** their **sick** leave **credits** under this plan **before** they utilize the **sick** leave **credits** under the Unemployment Insurance **Commission** Plan."

Clause 25

The interpretation to be placed **on this clause shall be, viz:**

"That employees of the **Toronto Board** of Education employed prior to **January** 1, 1972, have the **option** at termination of **their** employment, of **electing** to **accept** the **service gratuity** referred to in Clause 25 or the **sick** leave **credit gratuity** provided for in **the** plan."

Part I - Special Leave #6

Amend to the following:

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

Part II - Miscellaneous Leave

Include the following in Miscellaneous Leaves with deductions from credits:

“a father attending the birth of the father's child”

Clause 10, Part II - Miscellaneous Leave

Add grandparent and grandchild.

12.06 Employees who are granted leave of absence, without pay, in excess of forty (40) continuous working days, shall not earn or receive benefits for the period of such leave of absence.

12.07 It is the responsibility of each employee to advise the Board in writing (which will be acknowledged) of a change in marital or family status which would result in a lower premium cost for those benefits requiring monthly premium payments and to be responsible for reimbursing the Board if they over-pay on behalf of an employee because of the employee's failure to keep the Board informed.

12.08 Temporary employees shall not be eligible for Board benefits.

12.09 The Long Term Disability Plan at present in force shall be continued and the Board shall pay one hundred percent (100%) of the premium cost.

Effective January 1, 1991, the Long Term Disability Plan shall be amended to include adjustments for those employees who have been receiving benefits from the Board's Long Term Disability Plan for a period in excess of two years.

The first adjustment will be on January 1, 1991 and subsequent January 1st dates will be used for annual adjustments.-

The formula for adjustment will be the C.P.I. (Canada Wide 1981=100) from December to December minus 1% with a maximum adjustment to payments of 4% in any one year. There will be no "double indexing".

12.10 Upon retirement prior to age 65, an employee has the option of continuing in the Group Life Insurance Plan up to age 65 provided the employee pays the total premium cost including the Board's share of the premium. Termination of an employee who is at least 55 years of age, for other than just cause, will be considered as retirement for the purposes of the Group Life Insurance Plan.

12.11 The Board shall maintain the applicable insured medical plans which are in force on the last day worked for all disabled employees in receipt of Board Long Term Disability Plan benefits.

12.12 Employee benefits during pregnancy and adoption leave:

Effective January 1, 1989, ~~the~~ Board will continue to pay its share of the premiums for the following employee benefits: extended health care, dental, group life, and semi-private, for the period of pregnancy leave or adoption leave (seventeen weeks or less) provided the employee is enrolled in such benefit at the time of commencement of leave.

12.13 In consideration of the continuation of the improved benefits package, the Union, on behalf of the employees, releases the Board from any obligation it might have hereafter to pay to employees any Unemployment Insurance Commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall be used by the Board to defray part of the cost of benefits in this section.

#### ARTICLE 13 - GENERAL CONDITIONS

13.01 All rights, benefits, privileges and working conditions that employees covered by this Agreement now enjoy, receive or possess, shall continue to be enjoyed, received or possessed, insofar as they are consistent with this Collective Agreement, but may be modified by agreement between the Board and the Union.

13.02 All words in this Collective Agreement in the singular and masculine shall, when the context so requires, include the plural and the feminine.

13.03 Labour/Management round table meetings will be

held ~~monthly~~.

#### ARTICLE 14 - NO STRIKE OR LOCK-OUT

14.01 ~~During the term of this Collective Agreement, the Union agrees that there shall be no strike, picketing, slow-down, suspension of work, or other interference which shall limit the normal operations of the Board. The Board agrees that there shall be no lock-out of employees covered by this Collective Agreement.~~

#### ARTICLE 15 - PROTECTIVE CLOTHING

15.01 The Board agrees to pay ~~the total~~ cost of protective clothing or equipment that, in the Board's opinion, is required, with the exception of safety footwear. ~~The Board shall pay, for all permanent employees, the cost of one (1) pair of Canadian Standards Association approved safety footwear (to a maximum of eighty dollars (\$80.00)). An employee shall wear safety footwear while at work when the Board has paid towards the purchase of safety footwear.~~

The safety footwear shall have a ~~metal~~ toe and have a sole or metal insole that will protect the employee's feet against injury due to puncture by a ~~sharp~~ object.

#### ARTICLE 16 - UNION SECURITY

16.01 The Board agrees to acquaint new employees with the fact that a ~~Union Agreement is in effect and with the~~



~~conditions~~ of employment set ~~out~~ in the Collective Agreement.

16.02 The initial deduction of ~~Union~~ dues shall be made after the employee has received twelve (12) pay cheques.

16.03 The ~~Board will~~ deduct from members of the ~~Union~~ any dues payable in accordance with the ~~Union~~ Constitution and By-Laws and owing by the member to the ~~Union~~. The ~~total amount~~ of deductions shall be forwarded to the Treasurer of the ~~Union~~ no later than the ~~fifteenth~~ (15th) day of the ~~month following the month~~ in which said deductions were made together with a ~~list of all~~ employees from whose pay dues were ~~so~~ deducted.

16.04 The ~~Union shall~~ indemnify and save the Board harmless ~~from any claims, suits, judgements, attachments, and from any form of liability when such~~ deductions are authorized by the ~~Union~~.

16.05 It is ~~mutually~~ agreed that the Board shall show on the T4 slip of each employee the ~~total~~ amount of ~~Union~~ dues paid during the ~~previous~~ twelve (12) months.

#### ARTICLE 17 - PERSONNEL FILES

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

- (a) the request is to remove material that is ~~five~~ (5) or more years old, and
- (b) the employee must make ~~such~~ request to the

Superintendent - Personnel Services in writing giving the reason for the request.

- (c) such request shall be granted provided that no material of a disciplinary nature has been placed on the employee's personnel file in the five (5) year period preceding the request.
- (d) Prior to an adverse report being placed in an employee's personnel file, the employee will be given a copy and an opportunity to make a written reply regarding the report. The reply will be filed with the report.

#### ARTICLE 18 - TERM OF AGREEMENT

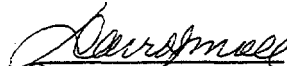
18.01 This Collective Agreement shall be in force for a term of two years from January 1, 1990, and shall expire December 31, 1991, and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days, and not less than thirty (30) days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Collective Agreement. During negotiations on any proposed renewal or revision of this Collective Agreement, the Collective Agreement, in the form in which it may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached, or until the conciliation procedure provided in the Ontario Labour Relations Act has been exhausted, whichever first occurs.

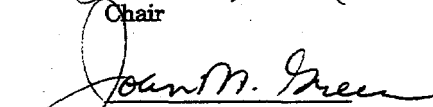
**18.02 The parties will meet within fifteen (15) days after the giving of notice by either party for the purpose of entering into negotiations.**

IN WITNESS WHEREOF the Board has hereunto affixed its corporate Seal attested to by the hands of its proper officers in that behalf duly authorized and the proper officers of the Union have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED.

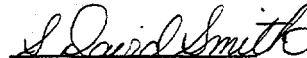
THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

  
Chair

  
Director of Education

LOCAL 134, C.U.P.E.  
[DRIVERS AND DRIVERS' HELPERS]

  
President

  
Recording Secretary

APPENDIX " A

LOCAL 134, C.U.P.E.  
[DRIVERS AND DRIVERS' HELPERS]

HOURLY RATES OF PAY

	<u>Jan. 1/90</u>	<u>Jan. 1/91</u>
<b>Driver's Helper</b> (under 1 year)	\$12.41	\$13.25
<b>Driver's Helper</b> (onstaff)	14.07	15.03
<b>Driver</b> (under 1 year)	14.44	15.42
<b>Driver</b> (over 1 year)	14.94	15.96
<b>Sunny View Helper</b>	14.94	15.96
<b>School Bus Driver</b>	15.17	16.20
<b>Leadhand-Sunny View</b>	15.22	16.25
<b>Dispatcher/Driver</b>	15.22	16.25

APPENDIX "B"

LETTER OF UNDERSTANDING

between

The Board of Education  
for the City of Toronto

and

Local 134, C.U.P.E.  
[Drivers and Drivers' Helpers]

The following is the position of the "Parties" with respect to the interpretation or intent as they apply to the 1990-1991 Collective Agreement:

ARTICLE 8 - PAID HOLIDAYS

The Board shall declare one (1) additional paid holiday in each calendar year on the understanding that the Board will not grant any additional paid holiday during the term of the Agreement except as provided by Article 8.

ARTICLE 12 - OTHER BENEFITS

Employees who commence work at the Villa Hospital, in Thornhill, shall receive a travelling allowance of five dollars and fifty cents (\$5.50) a day.

Employees who return buses to the Villa Hospital, in Thornhill, at the end of shift shall receive a travelling allowance of five dollars and fifty cents (\$5.50) a day.

### ONTARIO HEALTH INSURANCE PLAN

In recognition that, effective January 1, 1990, O.H.I.P. is fully funded by way of an employer payroll tax, it is agreed that all collective agreement provisions respecting O.H.I.P. will be removed from the collective agreement. If, at any time, O.H.I.P. funding reverts back to a premium payment system, it is understood and agreed that all O.H.I.P. provisions, removed as a result of employer payroll tax funding, will be returned to the collective agreement.

#### Article 12.03

The Dental Plan benefits will be equivalent to the benefits underwritten by the Confederation Life for employees covered by this agreement as at November 25, 1988.

### COST OF LIVING ALLOWANCE

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

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

**HOURLY Paid Employees**

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

where A is calculated as follows:

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

- D. C.P.I. means the Consumer Price Index for Metropolitan **Toronto** (1981 = 100) for each of the months referred to in paragraph B above published by Statistics Canada in the following month.
- E. The monthly allowance(s), if **any, shall** be accumulated and become payable in a lump **sum** to eligible employees as soon **as** reasonably possible following the publication of the December, 1991 C.P.I. The **amount** payable will, in **no** event, exceed 3% of the employee's Basic Annual Wages or Basic **Annual Salary**.
- F. **Should** Statistics **Canada** modify, amend or alter its method of calculation of the Consumer Price **Indices**, the Consumer Price Indices **as defined** by Statistics Canada on the date of the execution of this collective agreement will continue to apply throughout the period set out in paragraph A above.
- G. Eligible employees are those defined in the retroactive clause in each collective agreement and who are on **staff as** of December 31, 1991.



H. The lump sum payment payable in E above **shall** be incorporated into the employees rate of pay effective December **31, 1991, 11:59 p.m.**

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

### RETROACTIVITY

**On** wages only to all employees employed by the Board who were members of the bargaining unit **on the** last date of ratification, retired employees, employees on approved leave of absence, and to the estate of deceased employees, in each case proportionate to time **worked** since January **1, 1990.**

### ARTICLE 3 - STAFF CHANGES

#### Inter-Bargaining Unit Transfers

Add the following

To make inter-bargaining unit transfers possible the Board and the **Union** agree tu the following:

- (1) First consideration **will** be given to applicants from within the bargaining unit for advertised vacant **positions** and applicants **from** outside the bargaining unit will be considered if there **are no** qualified applicants **from within** the bargaining unit.
- (2) Only **positions** Covered by O.M.E.R.S. will be advertised **as interbargaining unit** transfers.

- (3) Employees who are in positions covered by O.M.E.R.S. will receive first consideration for inter-bargaining unit transfers.
- (4) Applicants who have been selected for an inter-bargaining unit transfer may, at the sole discretion of the Board, be required to have a medical examination to ensure their fitness for the particular job. An unsatisfactory medical examination may, at the sole discretion of the Board, nullify the transfer.
- (5) Successful applicants for advertised inter-bargaining unit transfers will be considered probationary employees until they have sufficient board service to qualify them for permanent status in accordance with the collective agreement which covers the position to which the employee transfers.
- (6) Entitlement to Board benefits will be governed by the collective agreement which covers the position to which the employee transfers.
- (7) The rate paid to employees enjoying an inter-bargaining unit transfer will be the appropriate rate of pay for the new position. (e.g. an employee would start at the minimum rate for the classification unless specific experience justified a higher rate of pay.)

#### OCCASIONAL DRIVERS

The Board shall establish a classification of "occasional driver's helper" which shall be included in the Board's Salary Schedule III and the parties agree that this

classification shall not be covered by the Collective Agreement between the Board and the Union.

#### SCHOOL BUS DRIVERS

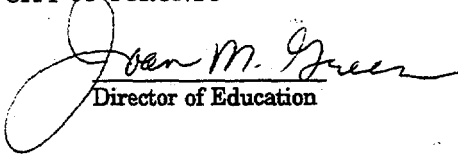
While assigned to the School Bus Driver classification, employees will receive the rate of pay for the School Bus Driver classification.

#### COLLECTIVE AGREEMENT

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

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

THE BOARD OF EDUCATION  
FOR THE CITY OF TORONTO

  
Director of Education

LOCAL 134, C.U.P.E.  
[DRIVERS AND DRIVERS' HELPERS]

  
President

APPENDIX "C"

Supplemental Unemployment Benefits (SUB) Plan:

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

and remain in the service of the Board (in accordance with the terms of the Collective Agreement to which this Plan is appended) after returning from the employee's Pregnancy Leave or Adoption Leave (and any subsequent leave granted by the Board under the terms of the Collective Agreement to which this Plan is appended; and

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

the *SUB*, U.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.

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

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