

**RECEIVED**  
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**COLLECTIVE  
AGREEMENT**

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**Between**

**Toronto District School Board**

**And**

**Local 4400,  
Canadian Union of  
Public Employees**

**UNIT B**

***September 1, 2008 – August 31, 2012***

11787(04)

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## **ARTICLE A – DEFINITIONS**

- A.1 “Employer” means the Toronto District School Board.
- A.2 “Union” means the Local 4400, Canadian Union of Public Employees (B).
- A.3 A “Union Representative” means an Employee designated by the Union and/or recognized under the provisions of the Collective Agreement.
- A.4 “Predecessor Board” means The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.
- A.5 “OMERS” means, Ontario Municipal Employees Retirement System.
- A.6 “Employee” or “Employees” in this Agreement, unless clearly specified as otherwise, shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Article C.
- A.7 “Vacancy” means available hours of work caused by such events as expansion of program, promotion, resignation, retirement, death, transfer, redeployment or discharge and does not include a vacancy caused by approved or authorized absence from work of an Employee.
- A.8 “A temporary vacancy” is a vacancy caused by an approved or authorized absence or by a lateral transfer.
- A.9 “Working Day”, as it applies to timelines in the Collective Agreement, shall be Monday – Friday inclusive, excluding Holidays unless otherwise specified.
- A.10 “Spouse” includes a common law partner of the same or opposite sex.
- A.11 “Parties” shall be as defined in A.1 and A.2 above.

## **ARTICLE B – PURPOSE**

- B.1 It is the purpose of this Agreement:
- B.1.1 to establish and maintain mutually satisfactory relations between the Employer and the Union;
  - B.1.2 to set forth the terms and conditions of employment for Employees in the Union;
  - B.1.3 to provide prompt and equitable disposition of grievances;
  - B.1.4 to encourage efficiency in operations;
  - B.1.5 to promote a co-operative and harmonious relationship between the Employer and its Employees.

## **ARTICLE C – RECOGNITION**

- C.1 The Employer recognizes the Union as the sole and exclusive bargaining agent representing:

- C.1.1 All instructors employed by the Employer as Literacy Basic Skills Instructors (formerly called Adult Basic Education Instructors), English as a Second Language/LINC Instructors, International Language Instructors, Concurrent Program Instructors, Black Cultural Program Instructors, Seniors' Day-time Instructors, Native Language Instructors, Parenting Workers, and General Interest Instructors in Adult Programs (in respect of which, see C.1.5).

- C.1.2 Numeracy Facilitator, LBS Vocational Assessor, Assessor/Learner Support Worker, Intake Facilitator, and Program Advisors, Curriculum Resource Instructors and Lead Instructors of International Languages Programs;

- C.1.3
- | <b><u>Job Classification</u></b>                                     | <b><u>Predecessor Board Indicated</u></b> |
|--|---|
| Lead Instructors (Parenting Centres, Seniors', LBS and ESL Programs) | Toronto and Etobicoke                     |
| Site Administrators  | Scarborough and East 'fork                |
| LINC Program Supervisor  | Toronto                                   |
| LINC Program Supervisor (Day and Evening)                            | East York                                 |
| LINC Lead Instructor   | Etobicoke                                 |
| LINC Assistant Co-ordinator  | Toronto                                   |

Assistant Program Leader (other than Flemington)	North York
LBS Assistant Co-ordinator	North York
LINC Assistant Program Co-ordinator	North York
Special Needs Support (LBS)	North York
Job Resettlement Counsellors	North York

- C.1.3.1 For clarity, it is understood that the job classifications in C.1.3 are also included in this bargaining unit and Employees filling these positions will continue to monitor and evaluate the conduct and performance of instructors and participate in hiring interviews and make recommendations to hire.
- C.1.3.2 If new positions are created within the Programs as outlined in BB.3.1 through BB.3.8 that are essentially the same as those positions outlined in C.1.1 through C.1.3.1, then it is understood that these new positions would be included in the Bargaining Unit.
- C.1.3.3 Any positions which were included in the Bargaining Unit **as** at June 8, 1998 continue to be included in the Bargaining Unit whether or not the positions are currently filled.
- C.1.4 General interest and enrichment instructors (except as otherwise specified above), persons of the rank of supervisor and above, and persons covered by another collective agreement are excluded from the Collective Agreement.
- C.1.4.1 The use of the word “supervisor” in Article C.1.4 is meant to refer to those individuals who exercise managerial functions within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995, or are employed in a confidential capacity, within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995.
- C.1.5 It is agreed that for ease of reference, all terms and conditions which apply to Instructors employed as General Interest Instructors in Adult Programs are set out in the Supplement attached to this collective agreement and that no provisions set out in the collective agreement apart from this article, apply to General Interest Instructors in Adult Programs.



## **ARTICLE D – MANAGEMENT RIGHTS**

- D.1 The Union recognizes that it is the right of the Employer to exercise the generally recognized regular and customary functions of management and to direct its working forces. The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement.

## **ARTICLE E – UNION SECURITY**

- E.1 The Employer agrees to deduct from the pay of each Employee to whom any pay is due in that pay period, an amount equal to their regular Union dues, initiation fees and/or assessments, if any, which shall be levied on a uniform basis on all Employees in the bargaining unit. The Union will notify the Employer in writing of the amount of such dues or assessments from time to time.
- E.1.1 All dues or assessments so deducted shall be remitted to the Union no later than the fifteenth (15th) day of the month following the month in which such deductions are made together with a list of the names of all Employees from whose pay dues or assessments were so deducted. The list will also include the Employee's job title(s), earnings, hours worked and dues deducted if any for the Employee's position(s) within the bargaining unit.
- E.2 The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions, authorized by the Union.
- E.3 All Employees covered by this Agreement, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. New Employees of the Employer covered by this Agreement, shall become members in good standing in the Union within ten (10) working days of first being continuously employed by the Employer.
- E.3.1 Notwithstanding anything contained in Clause E.3 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- E.4 The Employer shall show the total amount of Union dues and assessments paid during the previous calendar year on the T4 slip of each Employee.

- E.5 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- E.5.1 In addition, the Employer agrees to provide a Union representative an opportunity to meet with new Employees within the first three (3) weeks of employment to acquaint the new Employee with the duties, responsibilities and rights of Union membership. It is understood that there shall be no interruption to instructional class time.

## **ARTICLE F – NO CESSATION OF WORK**

- F.1 The Employer agrees that there shall be no lock-out of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lock-out and strike shall be as defined in the Labour Relations Act.
- F.2 In the event of a strike by other employees of the Board, no Employee covered by this Collective Agreement shall be required to perform any duties normally and regularly performed by those other employees of the Board.
- F.2.1 This shall not preclude participation of the Employee in duties associated with student safety, neither does this preclude the Employee from continuing to perform the duties of his/her position that would normally be assigned.

## **ARTICLE G – RELATIONSHIP**

### **Union Activity**

- G.1 There shall be no solicitation of membership in the Union organization, or collection of Union monies, or any Union activity that interrupts the work of an Employee in the workplace during the hours of employment except as hereinafter expressly permitted by this Agreement or with the permission of the person designated by the Employer.

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## **Permits**

- G.2 The Employer shall grant a permit, in accordance with the Board's Permit Policy, for use of its facilities and premises to allow for purposes of Union meetings without permit fee and without additional costs to the Employer.

## **Bulletin Board**

- G.3 The Employer will provide bulletin board space where feasible for the posting of Union notices, provided all such notices are signed by a responsible officer of the Union and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld, every effort will be made within two (2) working days to process such requests.
- G.3.1 It is understood that, notwithstanding the above, approval will not be required from the Employer for the posting of Union notices of general or executive meetings and social events which are not contrary to Board policy and/or the Collective Agreement.

## **Correspondence**

- G.4 All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, and if so requested by the Union, to its Vice President(s). In addition, all grievance related correspondence shall also be forwarded to the Grievance Officer. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union and Vice President(s), and of any changes from time to time.
- G.5 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.
- G.6 Union representatives are entitled to distribute union literature through use of the Employer's courier system to all members of the Union. Mailings shall be batched by location before being put in the Employer's courier system by the Union.

### **Board Policy, Agendas and Minutes**

- G.7 The Employer shall provide two (2) copies of newly approved Board policies to the Union.
- G.8 The Employer shall make available to the Union one (1) copy of the Board's public session and Standing Committee Agendas and public session and Standing Committee minutes at the same time as they are circulated to the Trustees.

### **Employee Information**

- G.9 In October and February each year the Employer will forward in electronic form to the Recording Secretary of the Union a list showing each Employee's name, home address, phone number (once available) and Employee number. The Parties will endeavour to use the Employee number on all correspondence respecting the Employee.

### **Change of Information**

- G.9.1 The Employer will provide the Union, on a quarterly basis, with a list of the names and addresses, and Employee number of Employees newly hired, on leave, or terminated as a result of resignation, retirement or death and Employees who are surplus with Redeployment rights.

## **ARTICLE H – REPRESENTATION**

- H.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union.

### **Labour Management Committee**

- H.2 A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Employer. The Committee will not discuss matters that are currently part of negotiations or which are the subject of formal grievances under the Grievance Procedure.
- H.2.1 The Committee shall be equally comprised of up to five (5) Employer representatives and up to five (5) representatives who are members of the bargaining unit. Meetings will be held at mutually agreed upon times, with a minimum of ten (10) meetings

per calendar year. By mutual consent, the parties may reduce the number of meetings per year.

- H.2.2** Minutes of each meeting of the Committee shall be prepared by the Employer and **two (2)** copies provided to the Union one **(1)** week prior to the next Committee meeting. These minutes will not be deemed agreed to until signed by both parties.
- H.2.3** The Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
- H.2.4** The Employer and the Union agree to discuss at Labour Management Committee meetings issues related to workload.

#### Negotiations Committee

- H.3** At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee composed of five (5) bargaining unit members. No deduction from the regular pay of such Employees will be made for attendance at such meetings with the Employer's representatives held during the Employee's regular working hours. The Union has the right to have up to an additional five (5) members, including Union Officers, on the Negotiating Committee at no cost to the Employer.
- H.3.1** Upon seventy-two (72) hours notice to the Employer, members of the Negotiating Committee may access the Union's negotiations prep bank to prepare for negotiations and will be paid by the Employer their regular rate of pay for the time which they were released from their normal working hours. For full day classes it is understood that preparation shall be not less than half **(112)** the day (ie: morning or afternoon). For all other classes time will be taken in full class(es) increments. The bank shall be established at a level of four hundred and fifty **(450)** hours during the term of this Agreement. Additional leaves of absence, without pay, for the Negotiating Committee to prepare for negotiations may be granted by the Employer. Approval will not be unreasonably withheld.

#### Stewards' Committee

- H.4** The Union may appoint or otherwise select up to forty (40) Stewards.
- H.4.1** The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected and the jurisdiction of each Steward.

The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

### **Absence from Work for Stewards, Members of Committees and Union Officers**

H.5 A Steward, member of a Committee or a Union Officer shall not leave his or her assigned duties without first obtaining permission from the appropriate supervisor as designated by the Employer. A Steward may be permitted to temporarily leave the workplace for investigating a grievance and related meetings with the Employer. A Steward, member of a Committee or Union Officer may be permitted to temporarily leave the workplace for meetings with the Employer. Permission will be subject to operational requirements but will not be unreasonably withheld.

### **Investigating Grievances**

H.5.1 "Investigating a grievance" shall mean that the Steward may make sufficient inquiry in order that the grievance may be presented and, if possible, resolved at the informal stage of the grievance procedure (if any) and the first meeting after the written grievance has been filed. It is understood that any full investigation of the grievance for the purposes of arbitration will not occur during a period when the Steward or other Union Official is being paid by the Employer.

H.5.2 Any abuse of the privilege of "investigating a grievance" may result in the Employer withholding permission for the Steward or the Union Official to leave work but the Steward may still attend the meetings stipulated in Article I as the Union representative. The Union may grieve the Employer's withholding permission by the Employer and the duration of such withholding.

H.5.3 The Steward, member of the Committee or Union Officer shall also advise the designated supervisor of the time he/she expects to be absent from work and shall notify that designated supervisor if unable to return to work at the expected time. The Steward, member of Committee or Union Officer will also notify the designated supervisor when he/she returns to work.

H.5.4 Where a Steward, Committee Member or Union Officer is permitted to be temporarily absent from his/her regularly scheduled hours of work, he/she shall receive his/her regular rate of pay during such absence provided that the Employer shall not

be obliged to make any payment for time spent outside his/her regular hours of work unless agreed upon by the Employer.

- H.5.5 It is understood the past practices of the Employer, predecessor Boards and the Union prior to September 1, 1999 in granting permission shall not be relevant or binding on the Employer or the Union.
- H.5.6 This provision shall not affect, in any way, time granted off under Board policies, programs, procedures or in respect of statutory requirements.

#### **Representation for Return to Work, Accommodation or Harassment**

- H.6 Employees may be represented by a Union Steward, a Union representative who is a member of the Union's Executive on Union leave, or (1) one of six (6) representatives appointed by the Union from any CUPE 4400 Bargaining Unit, to a maximum of one (1), on matters related to Return to Work and Accommodation, and to a maximum of two (2) on matters related to Harassment. The Union shall notify the Employer, in writing, of the names of the six (6) appointed representatives that have been selected. The Employer shall not be required to recognize any such representatives until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- H.6.1 Subject to Article H.6, an Employee may have one (1) Union representative present at a return to work meeting arranged by the Employer to facilitate a return to work with medical restrictions and the Employee will be so notified.

#### **Pay Equity/Classification Committee**

- H.7 The parties shall establish a Joint Pay Equity/Classification Committee composed of five (5) Employer and five (5) Union representatives to:
- (i) develop a gender neutral comparison system;
  - (ii) determine rates of pay for restructured and new jobs within the Bargaining Unit;
  - (iii) review existing Pay Equity Plans applicable to Employees in Unit B, and to develop a single Pay Equity Plan applicable to the Unit B Bargaining Unit; and

- (iv) develop a process for the joint ongoing maintenance of Pay Equity which will include the review and determination of rates of pay for new and significantly changed job classifications.

H.7.1 When meetings are held during an Employee's working hours, no loss of pay will result from their attendance at the Joint Pay Equity Committee.

H.7.2 Failing resolution through the Joint Committee, outstanding disputes shall be referred to either a Review Officer of the Pay Equity Commission or through the grievance procedure of the Collective Agreement, but not both.

### **CUPE National Representatives and/or Consultants**

H.8 The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) when meeting with the Employer in matters arising out of this Collective Agreement. The Union shall advise the Employer when the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) has been requested.

## **ARTICLE I – GRIEVANCE PROCEDURE**

I.1 Should a dispute arise between the Employer and an Employee, or the Union, regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the manner as described in this Article.

I.2 It is the mutual desire of the parties that the complaints of Employees shall be resolved as quickly as possible. It is understood that an Employee has no grievance until he/she has first given his/her appropriate Supervisor the opportunity of resolving his/her complaint. The Employee may request the assistance of a Union representative. If an Employee has a complaint he/she shall discuss it with his/her appropriate Supervisor within twenty (20) working days after the day on which the circumstances giving rise to the complainant occurred or ought to have reasonably come to the attention of the Employee.

The Supervisor shall give his/her response to this complaint within seven (7) working days following this discussion.



## **Step 1**

- I.3 In the event that the Supervisor is the Manager of the function/location, the grievance may proceed to Step 2 with the agreement of the parties.
- I.4 If the reply of the Supervisor is not satisfactory to the Employee concerned, then it may be taken up as a grievance within seven (7) working days of the response of the Supervisor and referred to the Manager of the appropriate function/location or designate. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon, and shall be dated and signed by the Employee and/or Union representative. The Manager of the appropriate function/location or designate, will hold a meeting with the grievor and up to two (2) Union representatives within ten (10) working days of receipt of the grievance. The Manager of the appropriate function/location or designate may request the attendance at the meeting of any other person(s). The Manager of the appropriate function/location or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting.

## **Step 2**

- I.5 Failing satisfactory resolution of the grievance at Step 1, the Union may refer the grievance to the appropriate designated management representative within seven (7) working days of the written response of the Manager of the appropriate function/location or designate. The appropriate designated management representative or designate, will hold a meeting with up to two (2) Union representatives within ten (10) working days of receipt of the grievance. The grievor may attend such meeting. The appropriate designated management representative or designate may request the attendance at the meeting of any other person(s). The appropriate designated management representative or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting. The Employer shall notify the Union of the appropriate designated management representative.

## **Arbitration**

- I.6 Failing satisfactory resolution of the grievance at Step 2, the Union may refer the grievance to a board of arbitration, as provided for below, at any time within twenty-one (21) working days of the written response of the appropriate designated management representative;

- I.6.1 Such referral shall be made in writing to the person designated by the Employer.
- I.6.2 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third person to act as Chair chosen by the other two (2) members of the Board. If they are unable to agree on the appointment of a Chair, either nominee may request the Minister of Labour to make such an appointment.
- I.6.3 The parties may agree in writing to refer the matter to a single arbitrator instead of to a Board of Arbitration. If the parties are unable to agree on the appointment of the arbitrator, either party may request the Minister of Labour to make such appointment. The parties recognize that it is desirable that the single arbitrator be selected and the hearing be scheduled as expeditiously as possible.
- I.6.4 No person may act as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance except where both parties are agreeable to mediation by the arbitrator or arbitration board.
- I.6.5 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the parties. This does not preclude either party from proceeding to expedited arbitration under the Labour Relations Act.
- I.6.6 The arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- I.6.7 The decision of the board of arbitration or sole arbitrator shall be final and binding. A majority decision of a board of arbitration shall be final and binding but, if no majority decision is given, the decision of the Chairperson shall be final and binding.
- I.6.8 Each party shall bear the expense of its own nominee and the parties will share equally the expenses of the single arbitrator or the Chair of the arbitration board. Each party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the party calling the witness.

## Group Grievance

- I.7 Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, within twenty (20) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employees, signed by each Employee and/or Union representative, to the person designated by the Employer. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon. The grievance shall then be treated as being initiated at Step 2 under this Article and the applicable provisions of this Agreement shall apply with respect to the treatment of such grievance.

## Policy Grievance

- I.8 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement which could not be grieved as an individual grievance under paragraph I.2, or a group grievance under paragraph I.7, the Union shall have the right to file such a policy grievance within twenty (20) working days after a Union steward or any officer of the Union became aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon.
- I.9 A claim by an Employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure within twenty (20) working days after the date of discharge or after written notice of termination has been provided to the Employee and the Union whichever is later.
- I.9.1 A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
- I.9.1.1 Confirming the Employer's action: or
- I.9.1.2 Such other arrangement as is acceptable to the parties or as is determined to be just and equitable by the arbitrator or arbitration board pursuant to the provisions of the Labour Relations Act.

- I.10 Where no written response has been given within the time limits specified in this Article, the grievance may be submitted to the next step of the Grievance Procedure, including arbitration.
- I.11 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement (to be confirmed in writing) to extend them.
- I.12 No adjustment under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed under this Article or presented to the Employer, or if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in this Article.
- I.13 Any grievance instituted by the Employer shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance shall specify the circumstances giving rise to the grievance, identify the provisions of the Collective Agreement alleged to have been violated, and the remedy sought. Two (2) representatives of the Union shall meet with the Executive Superintendent of Employee Services or designate and other Employer representatives, as required within ten (10) working days after receipt of the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred by either party to arbitration as provided in this Article.
- I.14 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee concerned and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE J – PERSONNEL FILES**

- J.1 Employees may, upon written request to the person designated by the Employer, review their personnel file. The Employee may be accompanied by a Union representative. Such review must be made in the presence of a member of the Employee Services staff at a time, during normal business hours, that is mutually arranged between the Employee Services staff and the Employee concerned.

- J.1.1 Employees shall be able to obtain copies of the content of their personnel file.
- J.2 It shall be the responsibility of each Employee to notify their supervisor, in writing, promptly of any change in address and phone number. Such change is to be acknowledged in writing by the supervisor at the time the change is submitted.
- J.2.1 Any notice required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the Employee at the last address according to the records of the Employer.
- J.3 Upon written request to the person designated by the Employer from an Employee on whose record a disciplinary notation has been placed, and after the completion of two (2) years wherein no additional disciplinary notations have been placed on the Employee's record, such disciplinary notation shall not be the basis for further disciplinary action and such notation will be removed from the Employee's file.
- J.3.1 Notwithstanding clause J.3, a notation of discipline for an act of physical or sexual harassment and/or abuse of a student which has not been rescinded through the grievance or arbitration procedure, may be kept in the Employee's file for up to five (5) years. After five (5) years the notation of discipline and, all related notations, shall be removed from the Employee's file. Once removed from the Employee's file, the notation of discipline and, all related notations shall be destroyed or placed in a confidential sealed file kept in a secure place separate from the Employee's personnel file by the Employer. In addition, the existence of the sealed file shall not be referenced in the Employee's personnel file. The Employee shall be informed in writing whether the file is to be destroyed or sealed. The names of Employees with sealed files shall be kept confidential to the Executive Superintendent of Employee Services. If placed in a sealed file, the record may not be accessed unless otherwise required by law.
- J.3.1.1 Notwithstanding the foregoing, if as a result of the notation of discipline for an act of physical or sexual harassment and/or abuse of a student, which has not been rescinded through the grievance or arbitration procedure, the Employer has imposed conditions of employment governing the nature of the Employee's interaction with students, which have not been rescinded through the grievance or arbitration procedure, when the notation of discipline is removed after five (5) years as described above, a separate record containing only such condition(s) of employment, as may still

be reasonably required, may be retained in the Employee's personnel file, subject to grievance and arbitration with respect to whether such condition(s) is still reasonably required.

- J.4 When an adverse report is placed in the Employee's personnel file, the Employee may make a written reply to such report. The reply shall be attached to and filed with the adverse report. No response from the Employer does not imply agreement to the Employee's reply. Any discipline which has not been altered during the grievance and arbitration procedure or by agreement of the parties shall not be affected by the foregoing.

#### **ARTICLE K – DISCIPLINE AND DISCHARGE**

- K.1 No Employee shall be discharged or disciplined without just cause and such cause shall be provided in writing to the Employee with a copy to the Recording Secretary of the Union and the designated Union Representative.
- K.2 Any Employee covered by this Agreement, called before Management to be interviewed concerning any matter that might reasonably be anticipated to result in disciplinary action to the Employee, shall have the right to two (2) representatives designated by the Union present. Where feasible, forty-eight (48) hours notice is to be given and Union representatives must be present.

#### **ARTICLE L – PROTECTION AGAINST HARASSMENT AND DISCRIMINATION**

- L.1 There shall be no discrimination by the Board, the Union or any of its members against any Employee because of membership or non-membership in any lawful Union or by reason of filing of a grievance.
- L.2 Both the Employer and the Union agree there shall be no discrimination against any Employee in accordance with the Toronto District School Board's Human Rights Policy, as amended from time to time and/or because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap in accordance with the Human Rights Code, RSO 1990, as amended from time to time.

### **Personal Harassment**

- L.3 The Employer shall make reasonable efforts to ensure that Employees are free from harassment in the workplace.

### **Violations**

- L.4 Any alleged violation may be dealt with pursuant to the procedures in the Code, and/or the grievance and arbitration provisions of this Agreement. Where an alleged harasser is the person who would normally deal with the initial step of the grievance procedure, the grievance will automatically be sent forward to the next step.

## **ARTICLE M – HEALTH AND SAFETY**

- M.1 First aid kits shall be supplied by the Employer in all Board vehicles and in all work sites, and properly maintained.
- M.1.1 Kits shall also include vinyl and latex gloves and disposable personal protection devices for artificial respiration.

### **Personal Safety and Security**

- M.2 In order to protect an Employee's personal safety, no Employee shall be required to work at a site unless a second adult, who is not a student, is present. An Employee shall not leave his/her worksite until student safety has been assured as per Board Policy. The Employee shall immediately notify the appropriate Program Manager. If the Program Manager is unavailable, the Employee shall immediately call the Emergency Call Centre. An Employee who must leave work as per this Article will be paid for their normally scheduled hours.
- M.3 The Employer recognizes its obligations under the Occupational Health and Safety Act, RSO 1990, c.01, as amended from time to time. A Joint Health and Safety Committee will be established in accordance with the Act, which shall include representatives from the Union.

## **ARTICLE N – PROBATIONARY PERIOD**

- N.1 An Employee on Seniority List A will be considered to be on probation until the Employee has actively worked a total of three (3) months within a twelve (12) month period from the date their employment began.
- N.1.1 A Seniority List A Employee shall serve only one (1) probationary period.
- N.1.2 It is understood that should an Employee not complete their probationary period within a twelve (12) month period as per N.1, they shall be placed on Seniority List B.
- N.1.3 For clarity, supply staff on Seniority List B shall be required to serve a probationary period in accordance with clause N.1 commencing on the date the Employee moves on to Seniority List A.
- N.1.4 Evaluation of probationary Employees shall be undertaken in a fair and equitable manner.
- N.2 During the probationary period, the Employer shall have the right to discipline, demote, discharge or lay off a probationary new Employee. The new Employee shall have recourse to the Grievance Procedure. It is understood by the parties, for the purpose of discipline, a lesser standard of just cause may apply to probationary Employees than to an Employee who has completed their probationary period.
- N.3 Should an Employee's class close during the probationary period, the Employee will remain on Seniority List A for posting purposes only. Such Employee may complete his/her probationary period, as referenced in N.1, in one (1) posted temporary vacancy. Other entitlements specifically afforded to Seniority List A Employees will not apply to probationary Employees.

## **ARTICLE O – SENIORITY PROVISIONS**

- O.1 Seniority shall be the date on which an Employee first worked for the Board and/or predecessor Boards. Persons who are hired into the bargaining unit after June 8, 1998, shall have seniority from the first day worked in the bargaining unit.



- O.1.1 When an Employee on Seniority List B is the successful applicant for a posted vacancy (as per Article P); the Employee shall be placed on Seniority List A with seniority equivalent to four (4) months for every one (1) year of seniority on Seniority List B (prorated factor: 0.333).
- O.2 Notwithstanding O.1 and O.1.1, when a successful applicant at the time of hiring is not on Seniority List A or B, the Employee will have no seniority rights during the probationary period of employment. After successful completion of the probationary period, this Employee's seniority will date back to the day on which the Employee's employment began in the Bargaining Unit.
- O.2.1 Where two (2) or more Employees have the same seniority date their placement on the list will be determined "by lot".
- O.2.1.1 For the purposes of Article O.2.1 "by lot" shall mean as determined by computerized random selection. In establishing the computerized random selection process, it is understood that the Employer will respect the previously established order of seniority.
- O.3 Notwithstanding O.1, seniority shall be lost for the following reasons:
  - O.3.1 Dismissal for just cause;
  - O.3.2 Voluntary resignation;
  - O.3.3 No work in the bargaining unit for twenty-four (24) consecutive months or more, which includes where an Employee has not secured work either from the Surplus or Supply List (Exceptions covered by statute);
  - O.3.4 Absence without permission for three (3) or more consecutive scheduled program days without reasonable excuse;
  - O.3.5 Severing of employment relationship.
  - O.3.6 Seniority, when lost for reasons O.3.3 or O.3.4 may result in termination of employment.

### **Seniority Lists**

- O.4 The Employer shall provide to the Union in written and electronic form, updated seniority lists on September 30th and January 31st each year. The Employer shall make available a copy of the seniority list in any location where Unit C and Unit D job postings are normally posted. As well, the Employer will provide to the Union

additional copies of the seniority list equal to the number of locations where after school and/or Saturday or Sunday programs are held. The seniority list shall indicate the Employee's name, program, job classification, coded work location (once such has been established) and seniority date. Lists shall be provided in master alpha, by program classification and by seniority date. Seniority lists provided to the Union shall include the Employee number. The Parties will endeavour to use the Employee number on all correspondence respecting the Employee.

- O.5 The Employer shall maintain two (2) separate seniority lists as follows:
  - O.5.1 Seniority List A shall include all Employees not on Seniority List B; and
  - O.5.2 Seniority List B shall include all Employees who exclusively do supply work.
- O.6 The parties shall meet within forty-five (45) days to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained on the seniority list. Any Employee for whom no objection is raised shall have their seniority date confirmed as stated. In the event that the parties are unable to resolve such matter, the Employee or the Union may file a grievance as per Article I.
- O.7 If an Employee wishes to voluntarily move from Seniority List A to Seniority List B the Employee shall submit such request in writing to Employee Services with a copy to the Union. The Employer shall ensure the Employee is informed of the implications of the change in status as it relates to seniority, job postings and redeployment. The Employee will have fourteen (14) days to confirm his/her decision.
- O.8 Seniority is transferable amongst CUPE 4400 bargaining units for Employees who are being accommodated either for compensable injuries or other disabilities, as defined by the Human Rights Code, provided that they cannot be accommodated in their own bargaining unit.

## **ARTICLE P – STAFFING**

### **Posting of Vacancies**

P.1 Redeployment for September will occur in accordance with Article BB prior to consideration of transfer requests. Vacancies still existing subsequent to the consideration of transfer requests will be posted in accordance with P.2.

P.2 **Postings of Vacancies (for Programs other than Seniors' Daytime Programs)**

When a vacancy or temporary vacancy greater than nine (9) weeks becomes available within the bargaining unit, other than in Seniors' Daytime Programs, the Employer shall post the vacancy, for a minimum of ten (10) working days. The Employer shall post in any location where Unit C and Unit D job postings are normally posted and on the Employer's Intranet System. Employees shall have the option to apply for the vacancy via the Employer's Intranet System. When the vacancy is for a duration of nine (9) weeks or less, the Employer shall select an Employee from the Supply Staff List without posting.

Effective September 2011, all postings will be advertised only in an electronic format, (See Letter of Understanding - Electronic Postings Implementation Committee).

P.2.1 The job posting will state the skills and education required for the vacancy as well as the hours of work, start date, program period, summary of duties, location, including whether the location is wheel chair accessible, wage rate, and the title of the position to which the Employee will be reporting. The Employer will consult with the Union regarding any changes in the posted skills and education from the previous job posting.

P.2.2 The following will be noted on all Job Postings:

"An otherwise qualified applicant who lacks the educational requirements of the position will have appropriate equivalent related experience considered by the Employer."

P.2.3 It is understood that Workplace ESL and Workplace Literacy programs shall include the end date on the posting.

P.2.4 It is understood that temporary vacancies shall include the anticipated end date on the posting.

P.3 Posting and Selection Process for Seniors' Daytime Programs

The Employer shall post for a period of ten (10) working days on the Employer's Intranet system all confirmed Seniors' Daytime assignment offerings whether vacant or not for the next session as follows:

- Fall session in the first week of May
- Winter session in the first week of November
- Spring session in the first week of February
- Summer session, if offered, in the first week of May

The notice of assignment offerings shall include a note to Employees clarifying that all such assignments are listed whether vacant or not, and applications shall be used to staff vacancies that arise in that session only.

P.3.1 The Employer shall make best efforts to ensure all assignments are posted. In the event some assignments were not confirmed at the time of the postings, such assignments shall be staffed in accordance with the staffing process.

P.3.2 Any Employee who is interested in obtaining additional work shall complete and submit to Employee Services a Request for Additional Work Form based on the notice of assignment offerings as per P.3

P.3.3 An Employee who expresses an interest in any assignment(s) for which he/she is qualified must do so by the required deadline.

P.3.4 Once a vacancy or temporary vacancy is identified, first consideration shall be given to qualified surplus Employees who will be offered placement according to seniority. If an offer is declined by an Employee, no consequences flow.

P.3.5 If the vacancy is not filled by a qualified surplus Employee, next consideration will be given to applicants who have completed a request for Lateral Transfer Form.

P.3.6 In the event there are no requests for lateral transfer, next consideration will be given to applicants who have completed a Request for Additional Work Form. Placement based on seniority will occur only when the applicant(s) is/are:

- (a) either currently instructing in the same course and therefore deemed qualified for that course; or
- (b) has successfully completed instructing the same course within the last twenty-four (24) months and is therefore deemed qualified for that course.

In the event that there are qualified applicants other than those listed in (a) or (b) above, interviews will be held in accordance with Article P.9.

- P.4 A copy of each job posting shall be emailed to the Recording Secretary of the Union at the same time as the posting.
- P.5 There shall be no job postings during March Break, July, August, and Christmas Break unless the Employer and the Union mutually agree to do so.
- P.6 Should a posting be rescinded, the Union will be emailed a copy of the posting indicating it has been rescinded and the reason for rescinding.

**Selection of Applicants (for Programs other than Seniors' Daytime Programs)**

- P.7 The Employer will only conduct interviews of applicants when there are no qualified applicants seeking a lateral transfer into the posted vacancy. A vacancy created after December 31st as a result of a lateral transfer shall be treated as a temporary vacancy for the duration of the Program period and filled in accordance with this Article.

**Lateral Transfer**

- P.8 A lateral transfer is the placement of an Employee, who is on Seniority List A holding a non-temporary assignment, who applies for a posted vacancy, subject to the Employee having the skills and ability to perform the duties of the assignment, into a position with the exact number or fewer hours of work, within the same job classification and Program from which the Employee is seeking transfer.
- P.8.1 For the purpose of this Article, Employees may combine the total hours of either two (2) daytime or two (2) evening/weekend assignments to qualify for a lateral transfer.

- P.8.2 An Employee placed into an assignment of fewer hours must forfeit the remaining hours of the assignment from which they have transferred. These hours are not eligible for Redeployment.
- P.8.3 This clause has no application in the International Languages Integrated Day Program.
- P.8.4 Where two or more applicants are seeking a lateral transfer to the same posted vacancy, seniority will be the determining factor.
- P.8.5 An Employee shall not be entitled to more than one (1) lateral transfer per assignment in any twenty-four (24) month period, except at the discretion of the Employer.
- P.9 When selection of an Employee to fill a posted vacancy is made through the interview process, first consideration will be given to those qualified applicants who are members of the bargaining unit on Seniority List A. If there is no qualified applicant from List A, next consideration will be given to qualified applicants from Seniority List B. A vacancy shall be filled by interview based on the Employee's skill, ability, seniority, proficiency, related experience and educational equivalent. Upon request, evaluation of language may be required of bargaining unit members who have not previously proven they have the appropriate language skills.
- P.9.1 Notwithstanding P.7 and P.9 above, Employees on Seniority List A who remain surplus as per Article BB.11 or who lose a class during the school year will be given first priority for placement into a vacancy or temporary vacancy in accordance with Article BB.6.
- P.9.1.1 An Employee who has been placed in a temporary vacancy under P.9.1 and who is the successful candidate for a posted vacancy subsequent to starting the temporary assignment, shall complete the temporary assignment until the end of the Program period prior to assuming the duties of the new assignment unless the Employer decides to place the Employee into the vacancy earlier.
- P.9.1.1.1 Until the Employee assumes the new assignment, such assignment shall be filled from the Supply Staff List, without posting.
- P.10 Vacancies in newly created positions shall be filled as above. In determining whether the applicant is qualified, the Employer shall also give full effect to the work performed by the applicant prior to the creation of the new position and to the extent to which the new position encompasses work of the former position, duty or work.

- P.11 When selecting a person to fill a vacancy within the bargaining unit, the Employer will not consider applications from persons outside the bargaining unit unless there is no suitable applicant applying from the bargaining unit.
- P.12 If there are no qualified candidates within the bargaining unit the vacancy may be filled by a qualified applicant from outside the bargaining unit.
- P.13 **No** International Languages Program Advisor, International Languages Lead Instructor or their equivalent position within the bargaining unit shall participate in the interview process. Upon request, evaluation of language and cultural assessment may be required by bargaining unit members.
- P.13.1 When a Lead Instructor or Program Advisor is applying for an instructional vacancy all interviews for the vacancy shall be conducted by a Supervisory interview team.
- P.14 The name of the successful applicant will be emailed to the Union at the same time the successful applicant is notified. Any unsuccessful applicant shall, on request, meet the Employer for feedback as to the reason why they were not selected for the position.
- P.14.1 Applicants interviewed for a posted vacancy will be informed in writing that such vacancy has been filled, once the successful candidate has accepted the assignment.

### **On-Site Transfers**

- P.15 Employees within a work site shall indicate scheduling preferences by May 30<sup>th</sup> for September. These transfer requests will be accommodated where possible by mutual agreement between Employees and the Employer within the site. For clarity, accommodation of transfers within a site will not be posted nor given consideration until the completion of the redeployment process but before the bidding process.
- P.16 In considering such requests the Employer may look at operational requirements. Such requests for transfers shall not be unreasonably denied.

## Supply Staff

- P.17 To ensure continuity of programs and services the Board shall endeavour to replace a regularly scheduled Employee who is absent with a Supply Worker. First priority shall be given to Employees on the Supply List. Should there be no one available on the Supply List, any qualified Bargaining Unit member may be called.
- P.18 The Employer shall maintain a central Supply Staff List by Program.  
Seniority List B Employees shall be listed before Seniority List A Employees.  
The list will include:
- P.18.1 Education Office Area(s) that the Supply worker is available to work;
- P.18.2 Time and availability; and
- P.18.3 Area(s) of expertise.
- P.19 By May 30<sup>th</sup> Employees will be given the opportunity to indicate in writing their desire to be placed on the Supply Staff List to be activated the following September.
- P.20 By September 15<sup>th</sup> of each year, the central Supply List will be generated and distributed to all appropriate Employees and Supervisory personnel and shall be updated monthly, including the names of Surplus Employees.
- P.21 The decision to expand the list will be done in consultation with the Union at Labour Management Committee meetings.
- P.22 Should a delay in filling a vacancy result in the need for a Supply Worker to remain in an assignment for greater than nine (9) weeks, the Union shall be consulted.
- P.22.1 Employees may apply to be on the Supply List for any and all programs for which they are qualified. Approval for placement on the Supply List may require an interview where the Employee has applied to a Program other than the one within which the Employee currently works.



## **ARTICLE Q – LEAVES OF ABSENCE**

### **General Leaves of Absence**

- Q.1 In addition to leaves of absence set out elsewhere in the Collective Agreement, Employees on Seniority List A may request a Leave of Absence as per the Employer's Administrative Procedure, as may be amended from time to time, set out in Appendix D of the Collective Agreement.

### **Leave for Political Activity**

- Q.2 Upon written request, the Employer shall allow a leave of absence without pay or benefits and without loss of seniority so that the Employee may run as a candidate in federal, provincial or municipal elections.
- Q.3 An Employee who is elected to public office shall be allowed a leave of absence without pay or benefits and without loss of seniority during the term of office.

### **Pregnancy Leave**

- Q.4 Eligibility – A pregnant Employee who started employment with her Employer at least thirteen **(13)** weeks before the expected birth date is entitled to a leave of absence without pay.
- Q.5 When leave may begin – An Employee may begin Pregnancy Leave no earlier than seventeen **(17)** weeks before the expected birth date.
- Q.6 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date.
- Q.7 Special circumstances – Paragraph Q.6 does not apply in the case of an Employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the Employee was expected to give birth.
- Q.8 Notice in special circumstances – An Employee described in paragraph Q.7 must within **two (2)** weeks of stopping work, give the Employer written notice of the date the pregnancy leave began or is to begin and a certificate from a legally qualified medical practitioner that in the case of an Employee who stops working because of complications caused by her pregnancy, states the Employee is unable to perform her duties because of complications caused by her

pregnancy and states the expected birth date, or in any other case, states the date of the birth, still-birth or miscarriage and the date the Employee was expected to give birth.

- Q.9 End of Pregnancy Leave if Parental Leave available – The Pregnancy Leave of an Employee who is entitled to take Parental Leave, ends seventeen (17) weeks after the Pregnancy Leave began.
- Q.10 End of Pregnancy Leave if Parental Leave not available – The Pregnancy Leave of an Employee who is not entitled to take Parental Leave ends on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- Q.11 End of Pregnancy Leave on Employee notice – The Pregnancy Leave of an Employee ends on a day earlier than the day provided for in Q.9 or Q.10 if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.12 Nothing herein precludes an Employee from receiving sick leave pay, if applicable, should the absence be the result of complications arising out of her pregnancy or post-delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

### **Parental Leave**

- Q.13 Eligibility – An Employee who has been employed by his or her Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following:
- Q.13.1 the birth of the child; or
- Q.13.2 the coming of the child into the custody, care and control of a parent for the first time.
- Q.14 Restriction on when leave may begin – Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- Q.15 When mother's Parental Leave may begin – Parental Leave of an Employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

- Q.16** Notice – The Employee must give the Employer at least two **(2)** weeks written notice of the date the leave is to begin.
- Q.17** Special circumstances – Paragraph **Q.16** does not apply in the case of an Employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected. In such circumstances the Parental Leave of an Employee begins on the day the Employee stops working and the Employee must give the Employer written notice that the Employee wishes to take leave within two **(2)** weeks after the Employee stops working.

#### **End of Parental Leave**

- Q.18** Parental Leave ends thirty-five (35) weeks after it began, if the Employee took Pregnancy Leave, and thirty-seven **(37)** weeks after it began otherwise, or in accordance with the Employment Standards Act whatever is greater, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.19** Change of notice to begin leave – An Employee who has given notice to begin Pregnancy Leave or Parental Leave may change the notice:
- Q.19.1** to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or
- Q.19.2** to a later date if the Employee gives the Employer at least two **(2)** weeks written notice before the date the leave was to begin.
- Q.20** Change of notice to end leave – An Employee who has given notice to end the leave may change the notice:
- Q.20.1** to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- Q.20.2** to a later date if the Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

#### **Definition of Parent**

- Q.21** For the purpose of this Article, "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of a child (including a same sex spouse) and who intends to treat the child as his or her own.

## Benefits and Seniority During Pregnancy and Parental Leave

- Q.22 In accordance with the Employment Standards Act or to a maximum of fifty-two (52) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Pregnancy and/or Parental Leave, provided that the Employee continues to pay his/her share of such benefits if applicable.
- Q.23 The period of an Employee's Pregnancy and Parental Leave is included in the calculation of his or her length of employment, and seniority as if it were active paid service, and without limiting the generality of the foregoing, time spent on Pregnancy and Parental Leave shall be included in the calculation of time worked and paid for the purposes of the accrual of sick leave credits, and entitlement to and level of benefits.

## Supplemental Employment Benefits (SEB) Plan – Eligibility

- Q.24 An Employee granted Pregnancy or Adoption Leave and who complies with the requirements of Appendix B-1 shall be compensated in accordance with Appendix B-1 for the two (2) week waiting period for Employment Insurance Benefits.
- Q.25 An Employee who has received benefits under the provisions of Appendix B-1 shall sign an agreement with the Employer indicating:
- Q.25.1 that the Employee will return to his/her prescheduled assignment provided it still exists (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Employer under this Agreement); and
- Q.25.2 that should the Employee not comply with Q.25.1 above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.

## Infant Care/child Care Leave

- Q.26 An Employee eligible for Parental Leave under Article Q.13 may apply for Infant Care/child Care Leave.
- Q.27 The Employer shall grant to eligible Employees a leave of absence without pay, to be known as Infant Care/child Care Leave which will provide:

- Q.27.1 the mother, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave;
- Q.27.2 the father, additional weeks of leave which when combined with Parental Leave will not exceed two (2) years leave;
- Q.27.3 mother or father, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave.
- Q.28 Application for Infant Care/Child Care Leave must be made at the same time as an Employee applies for Parental Leave or not later than thirty (30) days before the Infant Care/Child Care Leave is to begin.
- Q.29 In the application for Infant Care/Child Care Leave an Employee must specify the time at which he/she intends to commence his/her Leave and the time at which he/she intends to resume his/her duties with the Employer.
- Q.30 Once Infant Care/Child Care Leave has been granted it shall not be extended except at the discretion of the Employer.

#### **Change of Notice to End Leave**

- Q.31 An Employee who has given notice to end the leave may change the notice to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date.

#### **Benefits and Seniority During Infant Care/Child Care Leave**

- Q.32 An Employee on Infant Care/Child Care Leave may opt to continue payment to his/her share and the Employer's share of contributions to any benefit plans in which he/she is enrolled prior to the commencement of the Infant Care/Child Care Leave. Payment shall be made through pre-authorized bank withdrawal.
- Q.33 Seniority shall accrue during Infant Care/Child Care Leave.

#### **Returning to Work from Pregnancy and/or Parental and/or Infant Care/Child Care Leaves**

- Q.34 Any Employee returning from pregnancy leave, parental and/or infant care/child care leave will be returned to the Employee's position, if it exists, or to a comparable position if it does not. This provision is subject to the redeployment provisions in Article BB of this Collective Agreement.

## Leaves of Absence for Full-time Union Duties

- Q.35 An Employee who is elected or selected for a full-time position with Local 4400 CUPE (or CUPE, OFL, CLC) shall be granted a twelve (12) month full-time leave of absence by the Employer without salary and benefits and without loss of seniority. Such leave shall be renewed each year on request during his/her term of office. In no event can more than ten (10) employees be on such leave at any one time.
- Q.35.1 In addition, Local 4400 may request full-time leave of absence without salary and benefits but without loss of seniority for Employees for full-time positions with Local 4400 for twelve (12) months or for special assignments and/or projects related to Local 4400's business with the TDSB. Local 4400 shall apply to the Employer not less than two (2) weeks prior to the commencement of such leave, which may be for a period of up to twelve (12) months but not less than sixty (60) days. Such leave may be granted subject to operational requirements but the leave shall not be unreasonably withheld.

## Short Duration Union Leaves

- Q.35.2 It is recognized that there will be occasions when leaves of short duration (i.e. less than sixty days) for specific requirements related to Union business with the Employer may be necessary. Requests for such leave will be made on not less than two (2) weeks written notice to the Employer where practicable. Such leaves shall be without salary and benefits and without loss of seniority. Requests for such leaves may be subject to operational requirements but will not be unreasonably withheld.
- Q.35.3 It is understood that the past practices of the Employer or predecessor Boards prior to September 1, 1999 in granting the aforementioned leaves or in interpreting "operational requirements" shall not be relevant or binding on the Employer and the Union.
- Q.35.4 During any leave under this section, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and Local 4400 shall reimburse the Employer for such costs. If the Union wants the Employee credited with sick leave during such leave, the Union will reimburse the Employer for sick leave so credited based on the pro rata average utilization of sick leave of the unit as a whole for the year previous to the year in which the leave will be taken or based on some other method as the

Union and Employer may agree. For the purpose of the Collective Agreement, such leaves shall be considered leaves without pay.

### **Leaves of Absence for Union Conventions and Seminars**

- Q.36** Upon written request by the Union given not less than seven (7) days in advance to the Employer, the Employer will grant leaves of absence without pay or loss of seniority to Employees named in such request to attend conventions or seminars, schools and conferences of such Union: limited, however, for each such convention or seminar, school or conference to not more than ten (10) Employees at any time. Time off for such leaves shall be limited to not more than one hundred (100) cumulative working days in a calendar year. The approval of such leave may be withheld for reasons related to the requirements of operations. Such approval will not be unreasonably withheld.
- Q.37** During any leave for Union Conventions and Seminars, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs. If the Union wants the Employees credited with sick leave during such leave, the Union will reimburse the Employer the sick leave so credited based on the pro rata average utilization of sick leave of the unit as a whole for the year previous to the year in which the leave will be taken or based on some other method as the Employer and the Union may agree. For the purposes of the Collective Agreement, such leaves shall be considered leaves without pay.

### **Return to Work from Leaves of Absence**

- Q.38** Upon completion of any approved leave of absence for up to two (2) years duration, except for Pregnancy and/or Parental and/or Infant Care/Child Care Leave, the Employee will be returned to the Employee's position, if it exists, or to a comparable position if it does not exist. This provision is subject to the Redeployment provision in Article BB of this Collective Agreement. During the period of the leave, the Employee shall be entitled to apply for any job postings in accordance with the provisions of the Collective Agreement. Save and except Employees posting to recoup their surplus hours, if the Employee is successful, and accepts a new position, their leave shall end on the start date of the new position. The parties may mutually agree to other exceptions.

- Q.38.1 Notwithstanding the above, rights under Article BB and Article O held by an Employee on an approved Union Leave shall be frozen during the leave and re-activated upon completion of the leave.

### **Self-Funded Leave Plan**

- Q.39 The Employer agrees to make available to Employees on Seniority List A the Self Funded Leave as outlined in Appendix C.

### **Bereavement Leave**

- Q.40 Bereavement leave shall be granted by the Director of Education, or designate, without loss of salary for scheduled hours of employment on three (3) days to an Employee at the time of the death of a member of the Employee's immediate family in order for the Employee to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.

- Q.40.1 If during a sick leave, an Employee is bereaved in circumstances under which the Employee would have been eligible for bereavement leave with pay under the above clause, the Employee shall be granted bereavement leave with pay and their paid credits shall be reinstated.

- Q.40.2 Additional days may be granted by the Employer when required by the Employee for travelling time or other special circumstances.

### **Jury Duty or Subpoena**

- Q.41 An Employee who is absent by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which she/he is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment she/he receives as a juror or a witness.

### **Quarantine**

- Q.42 The Director or designate may grant paid leave days other than that limited to five (5) days in R.1.6 without loss of salary and without deductions from sick leave credits for the purpose of:
- a) Quarantine or other order of the medical health authorities.



## Family Medical Leave

- Q.43** An Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in Article **Q.43.1** if the attending qualified physician issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six **(26)** weeks.
- Q.43.1** Article **Q.43** applies in respect of the following individuals:
1. the Employee's spouse;
  2. a parent, step-parent or foster parent of the Employee;
  3. a child, step-child or foster child of the Employee or the Employee's spouse;
  4. prescribed family members as may be permitted under the Employment Standards Act.
- Q.43.2** The Employee may begin the leave no earlier than the first day of the week in which the period referred to in Article **Q.43** begins.
- Q.43.3** The Employee may not remain on a leave under Article **Q.43** after the earlier of the following dates:
1. The last day of the week in which the family member dies;
  2. The last day of the week in which the period referred to in Article **Q.43** ends.
- Q.43.4** Notwithstanding Article **Q.43**, if two **(2)** or more TDSB employees take leaves under Article **Q.43** in respect of a particular individual, the total of the leaves taken by all employees shall not exceed eight (8) weeks during the twenty-six **(26)** week period referred to in Article **Q.43**.
- Q.43.5** An Employee may take a leave under this Article only in periods of entire weeks.
- Q.43.6** Employees who wish to take leave under Article **Q.43** will advise the Employer in writing using the appropriate forms. The Employee will be required to include a copy of the certificate referred to in Article **Q.43** with the form. If the Employee must begin the leave before advising the Employer, the Employee shall advise the Employer of the leave verbally and in writing using the appropriate forms as soon as possible after beginning the leave.

- Q.43.7 Upon the expiry of the Family Medical Leave, an Employee on Seniority List A may request a leave of absence under Article Q.1 during the twenty-six (26) week period referred to in Article Q.43.
- Q.43.7.1 For the purpose of Article Q.43.7 only, an Employee on Seniority List B who is granted a leave under Article Q.43 from a posted vacancy, is eligible to request an unpaid leave for the purpose of continued care or support to family members described in Article Q.43.1.
- Such unpaid leave shall not exceed the end date of the posted vacancy from which the List B Employee is requesting leave.
- Q.43.8 An Employee may apply for more than one (1) Family Medical Leave in respect to the same family member.
- Q.43.9 In accordance with the Employment Standards Act or to a maximum of eight (8) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Family Medical Leave, provided that the Employee continues to pay his/her share of such benefits if applicable. On return from leave, the Employee will be placed in accordance with Article Q.38.
- Q.43.10 The period of an Employee's Family Medical Leave is included in the calculation of his or her length of employment, and seniority as if it were active paid service, and without limiting the generality of the foregoing, time spent on Family Medical Leave shall be included in the calculation of time worked and paid for the purposes of accrual of sick leave credits, and entitlement to and level of benefits.

#### **Family Medical Leave – Supplemental Employment Benefits (SEB) Plan – Eligibility**

- Q.44 An Employee on Seniority List A granted Family Medical Leave and who complies with the requirements of Appendix B-2 shall be compensated in accordance with Appendix B-2 for the two (2) week waiting period for Employment Insurance Benefits.
- Q.45 If an eligible Employee holds more than one (1) position with the Employer, such Employee shall only be eligible to collect SEB payments on one (1) position.

- Q.46 An Employee who has received benefits under the provisions of Appendix B-2 shall sign an agreement with the Employer indicating:
- Q.46.1 that the Employee will return to his/her prescheduled assignment provided it still exists (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Family Medical Leave (and any subsequent leave granted by the Employer under this Agreement) and
- Q.46.2 that should the Employee not comply with Q.46.1 above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.
- Q.47 No Supplemental Employment Benefits otherwise payable in accordance with Appendix B-2 shall be paid for any week that the Employee is not scheduled to work, save and except Christmas and Mid-Winter breaks.

## **ARTICLE R – SICK LEAVE**

- R.1 Employees on Seniority List A will be credited with sick leave credits on an annual basis to a maximum of eleven (11) credits in any one (1) year, according to the formula below:

Sick Leave Credits =

Total Hours paid in the previous Sept 1<sup>st</sup> to Aug 31<sup>st</sup> divided by 60

Effective September 1, 2006 Employees will be credited with sick leave credits on an annual basis to a maximum of eleven (11) credits in any one (1) year, according to the formula below:

Sick Leave Credits =

Total Hours paid in the previous Sept 1<sup>st</sup> to Aug 31<sup>st</sup> divided by 60

Effective September 1, 2007, partial credits resulting from the calculation above shall be rounded up or down to the nearest half credit.

Effective September 1, 2009 Employees will be credited with sick leave credits on an annual basis to a maximum of thirteen (13) credits in any one (1) year, according to the formula below:

Sick Leave Credits =

Total Hours paid in the previous Sept 1<sup>st</sup> to Aug 31<sup>st</sup> divided by 60

- R.1.1 Where an Employee as of the date of implementation set out in the Collective Agreement expiring August 31<sup>st</sup>, 2000 has existing sick leave credits in accordance with any existing plan, the Employee shall be entitled to carry-over any balance to the sick leave plan, on a one time only basis, in addition to any credits generated by the formula contained herein.
- R.1.2 Partial credits resulting from the calculation above shall be rounded up or down to the nearest whole credit.
- R.1.3 Sick leave credits as defined in R.1 are cumulative from year to year.
- R.1.4 Earned credits will be applied against the day(s) an Employee is absent due to illness. Each credit will be equal to the number of regularly scheduled hours of employment the Employee would have worked on the date of absence.
- R.1.4.1 An Employee who, as a result of illness, is absent for fifty percent (50%) of his/her regularly scheduled hours or less in a day will have one half (0.5) credit applied against that day. If the Employee is absent as a result of illness for more than fifty percent (50%) of his/her regularly scheduled hours in a day, a full credit will be applied against that day.
- R.1.5 An Employee's absence for illness for a period:
- R.1.5.1 of three (3) consecutive assignment days or less may require certification by a licensed medical practitioner or if on account of acute inflammatory condition of the teeth or gums, a certified licentiate of dental surgery:
- R.1.5.2 of over three (3) consecutive assignment days shall require certification by a licensed medical practitioner or if on account of acute inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.
- R.1.5.3 Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate 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.

- R.1.6           **At the discretion of the Employer, earned credits, up to a maximum of five (5), may be applied against absences for the following reasons:**
- a) attending the Employee's own graduation, the graduation of a husband, wife, son or daughter, parent or grandchild from a secondary school or post-secondary institution;
  - b) moving to a new place of residence on the day of the move or for the purpose of moving (limited to one (1) credit per year);
  - c) caring for a member of the Employee's immediate family in case of serious illness where the Employee has been unable to obtain other proper care for such member;
  - d) attending the funeral of a close relative or close friend;
  - e) observing religious Holy Days;
  - f) a father/spouse attending the birth of the father's/spouse's child;
  - g) attending an adult drama or music festival in which the Employee is a participant;
  - h) when adoption leave is not taken and circumstances require the Employee to be present during the adoption procedure;
  - i) writing university or similar examinations;
  - j) under special circumstances for reasons approved by the Employer.
- R.1.6.1           Only full credits will be applied against absences under R.1.6 above.
- R.2               Notwithstanding clauses R.1, R.1.1, R.1.2, R.1.3, R.1.4, R.1.5, R.1.5.1 and R.1.5.2, effective September 1, 1999, Employees on Seniority List A who are currently entitled to the Board's Sick Leave Credit and Gratuity Plan will be grandparented with respect to the Plan.
- R.3               Employees on Seniority List B shall be credited with sick leave credits in accordance with the formula in R.1. The Employee will have access to their sick leave credits while working in a posted vacancy for which they were the successful candidate. These sick leave credits are not cumulative unless such Employee is the successful candidate to a posted non-temporary vacancy.

## **ARTICLE S – BENEFITS**

### **Benefit Eligibility**

- S.1 For the purpose of this Article Eligible Employee is defined as follows:
- S.1.1 Employees on Seniority List A who worked four hundred and fifty (450) hours or more from September 1st to August 31st of the previous year and have an assignment in the current year or are available for work shall be eligible for benefits as set out below.
- S.1.1.1 Where an Employee, on Seniority List A who has qualified for benefits under S.1.1 is absent due to illness, injury, or an approved leave of absence of one (1) year or less, in the subsequent year (or if on approved full-time Union leave, in subsequent years), the Employee on Seniority List A will be deemed to have worked their scheduled hours for the purposes of requalifying for benefits eligibility in the next year and shall continue to be eligible for benefits as set out below.
- S.1.1.2 An Employee on Seniority List A who has qualified under S.1.1 and who has his/her assignments reduced or eliminated resulting in their falling below the threshold for benefits in the subsequent year shall be eligible to maintain his/her benefits in the next year provided the Employee pays both the Employee's and Employer's share of the premium cost of all benefits in which he/she is enrolled and is available for supply assignments.
- S.1.2 Employees on Seniority List B who worked four hundred and fifty (450) hours or more from September 1st to August 31st of the previous year and are available to work in the current year shall be eligible for benefits as set out below.

### **Change of Status or Financial Institution**

- S.2 It is the responsibility of each Employee to advise the Board in writing of any change in marital or family status and to request changes in benefits coverage within thirty-one (31) calendar days of such change in status.

### **Semi-private Hospital Care Plan**

- S.3 The Employer shall contribute fifty percent (50%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees who have enrolled in coverage under the plan.

- S.3.1 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.
- S.4
- a) For Employees on Seniority List **A**, the Employer shall contribute fifty percent (50%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees who worked four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
  - b) For Employees on Seniority List **A**, the Employer shall contribute seventy-five percent (75%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees who worked six hundred and seventy-five (675) hours or more in the previous year and who have enrolled in coverage under the plan.
  - c) For Employees on Seniority List **B**, the Employer shall contribute fifty percent (50%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees who worked four hundred and fifty (450) hours or more in the previous year and who have enrolled in coverage under the plan.

Effective September 1, 2009:

- a) For Employees on Seniority List **A**, the Employer shall contribute fifty percent (50%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
- b) For Employees on Seniority List **A**, the Employer shall contribute seventy-five percent (75%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more but less than nine hundred and fifty (950) hours in the previous year and who have enrolled in coverage under the plan.
- c) For Employees on Seniority List **A**, the Employer shall contribute one hundred percent (100%) of the premium cost of the Semi-Private Hospital Care plan for all eligible, active Employees whose combined hours of work in the bargaining unit are nine hundred and fifty (950) hours or more in the previous year and who have enrolled in coverage under the plan.

d) For Employees exclusively on Seniority List B, the Employer shall contribute fifty percent (50%) of the premium cost of the Semi-Private Hospital Care plan for all eligible, active Employees who worked four hundred and fifty (450) hours or more in the previous year and who have enrolled in coverage under the plan.

S.4.1 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **Extended Health Care Plan**

S.5 The Employer shall provide an Extended Health Care Plan for eligible Employees which will include payment for eligible expenses as currently provided by the Board's Extended Health Care Benefit.

S.5.1 Subject to a calendar year deductible of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family, the plan will reimburse one hundred percent (100%) of eligible expenses.

S.5.1.1 Subject to the above deductible, the Plan will also include:

S.5.1.1.1 health coverage while outside Canada; and

S.5.1.1.2 hearing aid benefits to a maximum of five hundred dollars (\$500) per person per three (3) year period; and

S.5.1.1.3 eyeglasses (or contact lenses) benefits to a maximum of three hundred dollars (\$300) per person per two (2) year period, and

S.5.1.1.4 eye examinations not covered by the provincial health insurance plan will be reimbursed to a maximum of one hundred dollars (\$100) every two (2) years, and

S.5.1.1.5 wigs purchased on a physician's recommendation, which must provide a diagnosis or description of the treatment resulting in the necessity for a wig, up to a lifetime maximum of two hundred and fifty dollars (\$250) per person.

S.5.2 The Employer shall contribute fifty percent (50%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Employees who have enrolled in coverage under the plan.



- S.5.3
- a) The Employer shall contribute fifty percent (50%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List A Employees who worked four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
  - b) The Employer shall contribute seventy-five percent (75%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List A Employees who worked six hundred and seventy-five (675) hours or more in the previous year and who have enrolled in coverage under the plan.
  - c) The Employer shall contribute fifty percent (50%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List B Employees who worked four hundred and fifty (450) hours or more in the previous year and who have enrolled in coverage under the plan.

Effective September 1, 2009:

- a) The Employer shall contribute fifty percent (50%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List A Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
- b) The Employer shall contribute seventy-five percent (75%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List A Employees whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more but less than nine hundred and fifty (950) hours in the previous year and who have enrolled in coverage under the plan.

- c) The Employer shall contribute one hundred percent (100%) of the premium cost of the Extended Health Care plan for all eligible, active Seniority List A Employees whose combined hours of work in the bargaining unit are nine hundred and fifty (950) hours or more in the previous year and who have enrolled in coverage under the plan.
- d) The Employer shall contribute fifty percent (50%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Employees exclusively on Seniority List B who worked four hundred and fifty (450) hours or more in the previous year and who have enrolled in coverage under the plan.

S.5.4 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **Dental Care Plan**

S.6 The Employer shall contribute fifty percent (50%) of the premium cost of a Dental Care plan for all eligible active Employees who have enrolled in coverage under the plan.

- S.6.1
  - a) The Employer shall contribute fifty percent (50%) of the premium cost of a Dental Care plan for all eligible active Seniority List A Employees who worked four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
  - b) The Employer shall contribute seventy-five percent (75%) of the premium cost of a Dental Care plan for all eligible active Seniority List A Employees who worked six hundred and seventy-five (675) hours or more in the previous year and who have enrolled in coverage under the plan.
  - c) The Employer shall contribute fifty percent (50%) of the premium cost of a Dental Care plan for all eligible active Seniority List B Employees who worked four hundred and fifty (450) hours or more in the previous year and who have enrolled in coverage under the plan.

Effective September 1, 2009:

- a) The Employer shall contribute fifty percent (50%) of the premium cost of a Dental Care plan for all eligible active Seniority List A Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
- b) The Employer shall contribute seventy-five percent (75%) of the premium cost of a Dental Care plan for all eligible active Seniority List A Employees whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more but less than nine hundred and fifty (950) hours in the previous year and who have enrolled in coverage under the plan.
- c) The Employer shall contribute ninety percent (90%) of the premium cost of the Dental Care plan for all eligible, active Employees on Seniority List A whose combined hours of work in the bargaining unit are nine hundred and fifty (950) hours or more in the previous year and who have enrolled in coverage under the plan.
- d) The Employer shall contribute fifty percent (50%) of the premium cost of a Dental Care plan for all eligible active Employees exclusively on Seniority List B who worked four hundred and fifty (450) hours or more in the previous year and who have enrolled in coverage under the plan.

S.6.2 Benefits will be based on the 2003 Ontario Dental Association Fee Guide for General Practitioners.

Effective as soon as administratively feasible, following ratification, benefits will be based on the 2004 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2009, benefits will be based on the 2005 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2010, benefits will be based on the 2006 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2011, benefits will be based on the 2007 Ontario Dental Association Fee Guide for General Practitioners.

S.7 The Dental Care plan shall include the following provisions:

S.7.1 A Basic plan reimbursed at one hundred percent (100%) of the designated Schedule of Fees with a maximum of five thousand

dollars (\$5,000) per person per calendar year, including a nine (9) month dental recall.

S.7.2 An optional Major Restorative and Orthodontic plan reimbursed at the following levels of the designated Dental Fee Guide:

S.7.2.1 eighty percent (80%) of eligible major restorative services subject to a maximum, when combined with the basic plan, of ten thousand dollars (\$10,000) per person per calendar year;

S.7.2.2 fifty percent (50%) of eligible orthodontic services with a maximum of one thousand dollars (\$1,000) per person per calendar year, subject to a lifetime maximum of two thousand dollars (\$2,000).

S.8 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

### **Long Term Disability Plan**

S.9 The Employer shall provide a Long Term Disability Plan for Employees on Seniority List A as set out below:

S.9.1 Eligible Employees who have enrolled in the Long Term Disability Benefit plan shall pay one hundred percent (100%) of the required premium amount. It is understood that eligibility will be determined in accordance with the terms of the Plan and that an Employee must be actively at work to be eligible. Eligible Employees who opt not to participate within thirty-one (31) days of first becoming eligible shall be required to provide medical evidence of insurability.

S.9.2 Eligible Employees will be subject to a six (6) month eligibility waiting period prior to enrolment in the Long Term Disability plan.

S.9.3 Upon approval of the application for benefits under the Long Term Disability plan, benefits will be seventy percent (70%) of the Employees basic salary as of six months from the onset of disability.

S.9.4 Benefits under the Long Term Disability plan shall include annual adjustments effective January 1, for Employees who have received twenty-four (24) payments in the period prior to January 1. The formula for adjustment shall be C.P.I. (Canada Wide 1986 = 100) from September to September minus one percent (1%) with a maximum adjustment to payments of four percent (4%).

- S.9.5 In order to maintain benefits under the Long Term Disability plan, the Employee must co-operate with a reasonable and customary treatment plan related to the disability condition when such a treatment plan is recommended by the Plan Administrator and approved by the attending physician.
- S.9.6 Employees shall pay the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **Continuation of Benefits on Layoff**

- S.10 Benefit Coverage shall be continued for Employees eligible to receive Insured Employee benefits and not required to work during the summer vacation period, but who will be continuing to work thereafter. The Employees shall continue to pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **Brochures**

- S.11 Employee benefits brochures shall be provided by the Employer to all Employees who are eligible for benefits upon request.

#### **Copy of the Employee Benefits Plans**

- S.12 Upon written request by the Union, the Employer will provide a copy of the Insured Employee Benefits Plans.

#### **E.I. Premium Rebate**

- S.13 In consideration of the provision of the Employee benefits package, the Union, on behalf of the employees, releases the Employer from any obligation it might have hereafter to pay to employees an employment insurance commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall be used by the Employer to defray part of the costs of this section.

#### **Group Life Insurance**

- S.14 For eligible Employees on Seniority List A, who have enrolled in coverage under the plan, the Employer shall contribute one hundred percent (100%) of the premium of the first thirty thousand dollars (\$30,000) of Group Life Insurance coverage amount. The Employee will pay one hundred percent (100%) of the coverage amount elected by the plan member over the first thirty thousand dollars (\$30,000) up to the plan maximum of one hundred and forty thousand dollars (\$140,000).

- S.15 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **ARTICLE T – PAID HOLIDAYS**

- T.1 Employees shall receive three point four percent (3.4%) of their regular earnings in lieu of paid holiday entitlement.

##### **Eligibility for Holidays**

- T.2 Notwithstanding T.1, an Employee who was receiving paid holidays during the period of the Collective Agreement expiring August 31st, 2000, shall continue to do so for as long as that Employee remains in the position he/she held as at August 31, 2000.

#### **ARTICLE U – VACATION**

- U.1 Employees shall receive four percent (**4%**) of their regular earnings in lieu of vacation entitlement, or their entitlement under the Employment Standards Act, R.S.O., as amended, whichever is higher.

- U.1.1 Article U.1 shall only apply to Employees with less than ten (10) years seniority in the calendar year.

- U.1.2 Vacation entitlement changes as described below shall be implemented effective September 1 of each year:

Employees with ten (10) years or more seniority in the current calendar year shall receive five percent (5%) of their regular earnings in lieu of vacation entitlement.

Effective September 1, 2009, Employees with ten (10) or more years seniority completed in the current calendar year shall receive six percent (6%) of earnings in lieu of vacation entitlement.

- U.1.3 An Employee who was in receipt of a greater vacation entitlement than outlined in U.1 above, during the period of the Collective

Agreement expiring August 31, 2000, shall continue to do so for as long as that Employee remains in the position he/she held as at August 31, 2000.

## **ARTICLE V – TRAINING**

### **Standard First Aid and/or CPR Training**

- V.1 The Employer will make available to interested Employees, the opportunity to attend a properly accredited Standard First Aid and/or Cardio-Pulmonary Resuscitation (CPR) Course. No fees shall be charged to Employees for these courses.

### **Educational Allowance**

- V.2 Where an Employee takes an academic or technical course as a result of the request by the Board, he/she shall be compensated for the tuition fee charged for the course.

Where an Employee takes an academic or technical education course at his/her own initiative, which course is related to his/her employment, and which course has been specifically pre-approved for that Employee in advance by the Director of Education or his/her designate, he/she shall be compensated for the tuition fee charged for the course provided the Employee completes the course and receives the necessary passing mark.

### **Employer Required Training**

- V.3 When the Employer introduces new requirements for the job and requires the Employee to take additional training, in order to carry out their required duties, the Employer will either provide for such training or pay for such training.
- V.3.1 Any time spent attending workshops, courses or programs held during an Employee's regular work hours shall be considered as time worked.
- V.4 Unless required by legislation or regulation, the Employer will provide a reasonable length of time for upgrading any change of qualifications for Employees hired prior to the signing or during the life of this Agreement.

## **Staff In-service Initiatives**

- V.5 The Employer recognizes that education is a continuing process. Accordingly, the Employer agrees to continue to provide unpaid workshops and information related to professional development opportunities appropriate for members of this bargaining unit. These materials will be posted when they become available in posting locations identified in Article P.2 and on the Employer's telecommunications system.
- V.5.1 The Employer agrees to seek input from the Union, through the Labour Management Committee, to develop professional development opportunities appropriate for members of the Bargaining Unit.
- V.5.2 Effective September 1st, 2009, the Employer will provide to all Employees on Seniority List A a minimum of two (2) paid Professional Development Days per year. It is understood for the purposes of this Article a "day" is the equivalent of two and a half (2.5) hours.

## **ARTICLE W – REST AND MEAL BREAKS**

- W.1 An Employee shall be entitled to an uninterrupted unpaid eating period, free from all work duties, of at least thirty (30) minutes per day.

## **ARTICLE X – ALLOWANCES**

### **Travel Allowance**

- X.1 Employees who are required by the Employer to use their automobile on approved Employer business shall receive a travel allowance of forty cents (\$0.40) per kilometre. All travel shall be paid on a bi-weekly basis as submitted. Employer business does not include Union Stewards and officials carrying out their duties as a Union representative.
- Effective as soon as administratively feasible, the kilometre rate will increase from forty cents (\$0.40) to forty-two cents (\$0.42) per kilometre.



Effective September 1, 2009, Employees will be reimbursed at the rate per kilometre as designated by the Employer.

- X.2 Employees who are required to use their vehicles for Board business may request the Employer to issue a T2200 form. The Employee shall make his/her request no later than January 30th, and the Employer shall issue such T2200 form no later than February 28th of each year.
- X.3 Where an Employee is required by his/her Program Manager/Manager or designate to travel for approved Employer business, the necessary travel time shall be paid at the Employee's regular rate of pay.

### **ARTICLE Y – WAGES**

- Y.1 Wages shall be paid in accordance with the Schedule of Wages shown in Appendix A.
- Y.1.1 It is understood that the rates for new and restructured jobs, including jobs created or restructured before or after the signing of this agreement, to which the increases shall apply are the final rates as approved by the Pay Equity/Job Classification Committee.
- Y.2 Employee wages shall be paid bi-weekly by direct bank deposit to the Employee's personal account at a bank, trust company or credit union.

#### **Error in Pay**

- Y.2.1 In the event of an error in regular pay being made by the Employer in the amount of greater than fifty dollars (\$50), correction will be made within three (3) working days after notification has been received from the Employee.

#### **Deductions from Pay**

- Y.3 The Board may not make deductions from wages and salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement.
- Y.3.1 Notwithstanding Y.3 above, in the case of overpayment of wages, the Employer will contact the Employee to discuss a repayment plan.

## **Issuance of Record of Employment**

- Y.4 The Employer will issue a Record of Employment within five (5) working days of the last day of work in accordance with the appropriate legislation.

## **Retroactivity**

- Y.5 Retroactivity on wages only shall apply to the Employees on staff at the last date of ratification, to retired Employees, to Employees on approved leave of absence, to the estate of deceased Employees, in each case prorated according to the time worked since September 1, 2008.

## **Information on Pay Stub**

- Y.6 An Employee shall receive a pay stub, which shall indicate:
- a) the name of the Employee and the Employer
  - b) the total hours worked each day during the pay period at straight time
  - c) the total hours worked at the overtime rate
  - d) the hourly rate
  - e) the year to-date calculations (T4 information)
  - f) the amount of pay in lieu of paid vacation if applicable
  - g) details of all deductions and contributions
  - h) the amount of travelling and other allowances
  - i) pay period
  - j) balance of sick credits/vacation credits if applicable
  - k) Employee number
  - l) Employer and Employee's contribution to the cost of benefits listed in Article S where applicable, if enrolled
  - m) the amount of pay in lieu of paid holidays if applicable
  - n) the Employee's bank account number and S.I.N. shall be blanked out

## **ARTICLE Z - PENSION PLAN**

- Z.1 Employees shall have the opportunity to continue to participate in the OMERS Pension Plan as permitted by and in accordance with the OMERS regulations.

Qualified and eligible Employees shall continue to participate in the Ontario Teachers' Pension Plan as permitted by and in accordance with Ontario's Teachers' Pension Act regulations.

## **ARTICLE AA—JOB SECURITY**

### **Contracting Out**

AA.1 Subject to the agreement of the parties or as provided under this Agreement, no work, which is performed by the Bargaining Unit Employees shall be contracted out if it results in the termination, layoff, or reduction of regularly scheduled hours of work or work week of an Employee at the time of the contracting out or at any subsequent time, except to the extent to which such work is contracted out as at March 13, 1999.

### **Volunteers**

AA.2 It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the terms and conditions of employment of a bargaining unit Employee or permanently replaces, or is used in lieu of employing a Bargaining Unit Employee.

The above paragraph is not intended to preclude the Employer from:

- (a) Providing opportunities for co-op students to work with members of the bargaining unit or other board employees as part of their school/college/university programs.
- (b) Providing opportunities for high school students to fulfill their community service obligations through activities inside or outside the classroom.
- (c) Allowing for the legitimate involvement of parents and community members as volunteers in schools in programs, field trips or projects, or for such other purposes as the parties may agree.

Providing that these provisions do not detract from or adversely affect the application of this article.

AA.3 All incumbent Seniors' Day-Time Program Employees as at March 13, 1999 who are beyond the mandatory age of retirement, shall be permitted to continue in their position.

### **Regular Hours**

AA.4 Subject to the provisions of CC.5 through CC.8 and Article BB, it is understood that an Employee shall continue the same duties and responsibilities and shall maintain the same hours of work.

Subject to the provisions of Article BB, an Employee shall remain in the same assignment when it continues after a natural break.

### **ARTICLE BB - REDEPLOYMENT**

BB.1 In the event of a site closure, Program closure, class closure, departmental restructuring or loss of space at a site which occurs prior to May 1<sup>st</sup> or which has been determined by May 1<sup>st</sup>, in any given year, the Employer agrees that Employees on Seniority List A affected by such closures will be redeployed as outlined herein.

BB.1.1 Employees, identified under BB.1, may within thirty (30) days after being placed on the Redeployment List, opt for severance pay or remain on the list for the Redeployment process.

BB.2 Site closures and program closures are closures which result from changes in how the TDSB delivers programs. Site relocations are not considered closures.

BB.2.1 In the event of loss of space at a site, the determination of which Employees will be placed on the Redeployment list will be done in accordance with Article CC.9.

BB.3 Employees identified under BB.1 and BB.2 will be placed on a Redeployment list in order of seniority, by Program, as follows:

BB.3.1 ESL/LINC

BB.3.2 LBS

BB.3.3 International Languages

BB.3.4 Native Languages

- BB.3.5 Parenting Centres
- BB.3.6 Seniors' Daytime
- BB.3.7 Black Cultural
- BB.3.8 Concurrent
- BB.3.9 Except for rights afforded under BB.6.2, Workplace ESL and Workplace Literacy Programs are not Programs covered by Article BB of the Collective Agreement.
- BB.4 For the purposes of this Article an assignment shall mean:
  - BB.4.1 For ESL/LINC Programs – evening/weekend or where an Employee's daytime hours total less than twenty (20) hours per week – each class is considered an assignment.
  - BB.4.2 For ESL/LINC Programs – where a combination of an Employee's daytime classes results in twenty (20) or more hours per week for the same site – total hours shall be considered an assignment.
  - BB.4.3 For LBS Programs – evening/weekend or where an Employee's daytime hours total less than twenty (20) hours per week– each class is considered an assignment.
  - BB.4.4 For LBS Programs – where a combination of an Employee's daytime classes results in twenty (20) or more hours per week for the same site –total hours shall be considered an assignment.
  - BB.4.5 For International Languages Programs, which includes Black Cultural Programs and Concurrent Programs:
    - BB.4.5.1 After-school/Evening/Weekend Programs – each class is considered an assignment.
    - BB.4.5.2 Integrated Day Programs – an Employee's total instructional hours within a school is considered an assignment.
  - BB.4.6 For Native Languages Programs – each class is considered an assignment.
  - BB.4.7 For Parenting Centres Programs– an Employee's total hours at a Centre is considered an assignment.
  - BB.4.8 For Seniors' Daytime Programs – each class is considered an assignment.

BB.4.9 For Employees above the position of Instructor the total number of scheduled hours is considered an assignment.

BB.5 The following classifications within programs are recognized for redeployment purposes:

- i) ESL/LINC Programs
  - Instructor, Intake Facilitator
  - Lead and Lead-like positions
- ii) LBS Programs
  - Numeracy Facilitator
  - Special Needs Support
  - Instructor, Assessor, Assessor/Learner Support Worker
  - Lead and Lead-like positions
- iii) International Languages Programs
  - Instructor
  - Lead Instructor, Program Advisor, Curriculum Resource Instructor
  - Site Administrator
- iv) Native Languages Programs
  - Instructor
- v) Parenting Programs
  - Parenting Worker
  - Lead Instructor
- vi) Seniors' Daytime Programs
  - Instructor
  - Lead Instructor
- vii) Black Cultural Programs
  - Instructor
  - Lead Instructor
- viii) Concurrent Programs
  - Instructor

BB.5.1 Employees in classifications which are above the position of Instructor will first be redeployed within that job classification within the appropriate Program in accordance with BB.9. Employees who remain surplus as a result of this process will be placed on the Instructor Redeployment List according to their seniority level and redeployed in accordance with BB.9.

BB.5.2 Prior to the redeployment process, the Employer and the Union shall mutually agree on the placement for redeployment of any classification within the bargaining unit which is not specifically identified in BB.5.

BB.6 Employees who lose one (1) or more assignment(s) in accordance with BB who apply for existing vacancies, for which they are qualified, within the same Program, where the hours are equal to or less than the pre-displacement hours will be given first priority for placement. The placement will be granted, without interview, to the most senior surplus Employee.

Employees may combine their redeployment and surplus hours for the purpose of this article.

BB.6.1 Such first priority for placement will end when an Employee is successful at recouping his/her pre-displacement hours, either through first priority consideration under Article BB.6, or through application and selection for a posted vacancy other than a temporary vacancy under Article P; such Employee shall be removed from the Redeployment List.

BB.6.2 Upon completion of an assignment, an Instructor of Workplace ESL or Workplace Literacy programs who applies for existing vacancies, within the same Program, where the hours are equal to or less than the hours of the completed assignment, will be given first priority for placement, along with Employees identified in BB.6 above. The placement will be granted, without interview, to the most senior Employee being considered, subject to the Employee having the skills and ability to perform the duties of the posted assignment.

### **Redeployment Committee**

BB.7 Five (5) Union representatives will be provided an opportunity to monitor the redeployment process described in BB.9, BB.9.1, BB.9.1.1, BB.9.2, BB.9.3 and BB.11 below for each Program, and shall be provided with the information reasonably necessary to accomplish this task, including Employees' responses as per BB.10.

BB.8 The Employer will provide to the Union, by May 1st of each year, a list of Employees eligible for redeployment for September.

### **Redeployment Process**

BB.9 The process outlined in Article BB.9 shall commence in mid-May of each year.

- BB.9.1 Week 1: Employees on the Redeployment List identified above will be placed, by seniority, within their Education Office, in a vacant Program assignment for which they are qualified, where the hours of the vacant assignment are an exact match to the redeployed Employees' pre-displacement hours. Such placement will be for September.
- BB.9.1.1 Week 1: If no exact match is found, the most senior Employee, not placed under BB.9.1, will displace, within the Education Office, the most junior Employee in the appropriate Program, whose assignment hours are an exact match to the pre-displacement hours of the affected Employee's assignment.
- BB.9.1.2 Vacancies which remain following BB.9.1 and BB.9.1.1 will be used in Week 2 of the Redeployment process.
- BB.9.2 Week 2: Employees on the Redeployment List not placed under BB.9.1 or BB.9.1.1 will be placed, by seniority district-wide, in a vacant Program assignment for which they are qualified, where the hours of the vacant assignment are an exact match to the redeployed Employees' pre-displacement hours. Such placement will be for September,
- BB.9.2.1 Week 2: If no exact match is found, the most senior Employee, not placed under BB.9, will displace district-wide, the most junior Employee in the appropriate Program, whose assignment hours are an exact match to the pre-displacement hours of the affected Employee's assignment.
- BB.9.2.2 Vacancies which remain following BB.9.2 and BB.9.2.1 will be used in Week 3 of the Redeployment process.
- BB.9.3 Week 3: Employees who remain on the Redeployment List following BB.9.1, BB.9.1.1, BB.9.2, and BB.9.2.1, will be placed, by seniority, within their Education Office in a vacant Program assignment for which they are qualified and/or in an assignment that will displace the most junior Employee in the appropriate Program, whichever placement provides the most hours. These assignment(s) will be at least half and closest to, but not greater than, the pre-displacement hours of the affected Employee's assignment. A maximum of two (2) vacancies and/or assignments will be used under this clause. Such placement will be for September.



- BB.9.4 All offers of placement into assignments under BB.9.1, BB.9.1.1, BB.9.2, and BB.9.2.1 are conditional pending the completion of week 3 of the Redeployment process.
- BB.9.5 The process ends when no further Redeployment is possible in accordance with BB.9, BB.9.1, BB.9.1.1, BB.9.2, BB.9.2.1, and BB.9.3 above.
- BB.10 In the procedures described in BB.9 above, Employees will be given two (2) working days to confirm the acceptance of new assignment(s.) Employees who **do** not accept during this time frame relinquish further consideration during the Redeployment process and shall be added to the Surplus List. Any vacancies created will be filled first by the provisions as outlined in Article BB.11 and then Article P.
- BB.11 Employees who remain surplus subsequent to June 30th will be mailed a list of September vacancies identified as at the date of the mailing. Such Employees who express interest in and are qualified for these vacancies will be given first priority for placement, by seniority, without interview, where the total scheduled hours do not exceed Employees' pre-displacement hours.
- BB.11.1 Where no suitable vacancy exists within the Program which has led to redeployment, the Employee may express an interest in an available vacancy for the equivalent number of hours, within another Program in which they have TDSB experience. This experience must have been acquired as a result of having been a successful applicant to a posted vacancy on or after January 1<sup>st</sup>, 1999, in accordance with Article P.
- BB.12 Employees who remain unassigned in September, as a result of this redeployment process, will be given placement consideration as per BB.6 for assignments posted in accordance with clause P.2, notwithstanding clause P.8. As an Employee secures a position(s) equal to or less than the total number of hours lost, their redeployment and/or surplus hours will be reduced by such hours. When all hours have been recouped, then he/she will be removed from the Surplus List.
- BB.13 Employees may within thirty (30) days after being placed on the Surplus List, opt for severance pay or remain on the Surplus List for a maximum of two (2) years upon which time they will be removed and placed on Seniority List B.

## Severance Pay

- BB.14 Employees who opt for severance pay as per BB.1.1 or BB.13 will be paid severance pay equal to two (2) weeks per year of service to a maximum of thirty-six (36) weeks.
- BB.14.1 Employees who opt for severance must relinquish the rest, if any, of their Unit B assignments.
- BB.14.1.1 Severance will only be calculated and paid on non-temporary assignment hours.
- BB.14.2 In the event that the hours lost by an Employee per BB.1.1 constitute at least twenty percent (20%) of the Employee's total weekly non-temporary assignment hours, severance pay will be calculated based on:
- a) the hours lost, and
  - b) the hours relinquished in order to opt for the severance payment.
- BB.14.2.1 In the event that an Employee does not meet the requirements outlined in BB.14.2, severance shall be calculated based only on the hours lost.
- BB.14.3 In the event that the hours lost by an Employee per BB.13 constitute at least 13.79% of the Employee's total weekly non-temporary assignment hours, severance pay will be calculated based on:
- a) the hours lost, and
  - b) the hours relinquished in order to opt for the severance payment. \
- BB.14.3.1 In the event that an Employee does not meet the requirements outlined in BB.14.3, severance shall be calculated based only on the hours lost.

## ARTICLE CC – GENERAL

- CC.1 The Employer will provide, at its expense, copies of the new Agreement to all Employees covered by this Agreement within sixty (60) calendar days after the Agreement has been signed.

- CC.1.1** New Employees will be given a copy of the Agreement when they commence their employment.
- CC.1.2** The Employer will provide the Union with an electronic version and two hundred **(200)** additional copies of the Collective Agreement in booklet form.
- CC.2** All words in this Agreement in the singular shall, when the context so requires, include the plural and shall be gender neutral.

### **Successor Rights**

- CC.3** In the event that the Employer merges or amalgamates its operations with another Board of Education the Employer agrees to discuss the retention of seniority rights for the Employer's Employees with the new employer.

### **Temporary Facility Closure**

- CC.4** When a decision is made by the Employer to close its facilities in an emergency such as inclement weather, the Employer will endeavour to reschedule classes to make up the lost instructional time. If the Employer does not reschedule the instructional time lost, the Employee shall be paid at their regular rate for their regularly scheduled time that was lost. When the Employer deems it necessary to send students home because of an emergency and/or unsafe situation, Employees will be paid for their normally scheduled hours and shall be released once student safety has been assured as per Board Policy.

### **Class Closures**

- CC.5** If a class is identified as having low enrolment it will be monitored. If the enrolment does not markedly improve, the following process may be initiated:
- CC.5.1** The Instructor will be notified in writing to that effect, and a copy of the notice will be sent to the Recording Secretary of the Union.
- CC.5.2** The notice will indicate a time period of not less than twenty-one **(21)** calendar days, excluding natural breaks, by which time the numbers must show significant increase.
- CC.5.3** Where appropriate, the notice will include suggestions as to how learners may be recruited.

- CC.6 It is understood that during the time period referred to in CC.5.2, the Employer and the Employee will endeavour to build enrolment numbers.
- CC.7 At the end of the time period referred to in CC.5.2, a decision by the Employer will be made regarding the continuation of the class. A letter will inform the Employee of the decision, with a copy sent to the Union. Notices of class closure(s) will not be given during class time.
- CC.7.1 If the decision is to end the class, the Employee will have one (1) week or three (3) program days, whichever is less, before the class is closed.
- CC.8 In order to keep a class open, it may be modified by mutual agreement between the Union and the Employer. For clarification, modification of an assignment is understood to be the adjustment of the level/grade at which the class is being taught.

**Loss of Space at a Site**

- CC.9 When the Employer determines that the number of classes at a site are to be reduced due to the loss of space, the following process shall be implemented:
  - CC.9.1 The Employer shall determine the number, level/grade, language and/or type of class(es) which shall remain at the affected site.
  - CC.9.2 Employees at the affected site shall be given a minimum of five (5) working days, unless otherwise agreed to by the parties, to opt for one of the following:
    - CC.9.2.1 to be placed on the Redeployment List for the total number of assignment hours which the instructor holds at the affected site; or
    - CC.9.2.2 declare, in order of priority, his/her preferences for the class(es) with an exact match or fewer number of assignment hours that remain at the affected site.
      - CC.9.2.2.1 Employees who are placed under CC.9.2.2 in a class with fewer hours will be placed on the Redeployment List for his/her remaining hours.
  - CC.9.3 Employees who opt under CC.9.2.2 above to remain at the affected site shall be placed, by seniority, at the affected site, subject to the Employee having the necessary qualifications for the position.

- CC.9.3.1 Employees not placed under CC.9.2.2 above shall be placed on the Redeployment list for the total number of assignment hours at the affected site.
- CC.9.4 Employees who do not declare their option in accordance with Article CC.9.2 above shall be placed on the Redeployment List for the total number of assignment hours that the instructor holds at the site.

### **International Languages Fall Staffing**

- CC.10 In the event that an International Languages class(es), within a language at a site, is identified as having low enrolment within the first three (3) weeks of the program, and a decision is made to close the class(es), the following will occur:
- i) the affected class(es) will be closed;
  - ii) the remaining class(es) will be modified accordingly;
  - iii) the most senior Employee whose class closed will displace the most junior Employee within the affected language at the site;
  - iv) the most junior displaced Employee will be declared surplus;
  - v) should the most senior Employee whose class closed decline the placement, he/she will be placed on the Redeployment List and the next most senior displaced surplus Employee will be placed in the vacant assignment;
  - vi) The remaining surplus Employee(s) will be placed on the Redeployment List.

### **Schedules and Appendices**

- CC.11 Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Collective Agreement.

### **Professional Fees and Licenses**

- CC.12 The Ontario College of Teachers fee shall be collected and remitted to the Ontario College of Teachers on behalf of Employees who so request and who are eligible to be members of the College.

- CC.12.1 When an Employee is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected
- by the Employer, the Employee shall pay the fee to the Employer in the manner determined by the Employer.

#### **ARTICLE DD – DURATION AND TERMINATION**

- DD.1 The term of this Agreement shall commence September 1, 2008 and shall expire on August 31, 2012.
- DD.2 This Agreement shall continue in effect from year to year unless either party notifies the other party, in writing, of its desire to amend or terminate the said Agreement. Notice of amendment or termination may only be given during a period of not more than ninety (90) calendar days prior to the termination date of the Agreement, or any succeeding anniversary date.
- DD.3 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

#### **ARTICLE EE – ACCOMMODATION**


- EE.1 The Employer and the Union both recognize their obligations under the Human Rights Code to attempt to accommodate, short of undue hardship, an Employee within the bargaining unit who is incapable due to disability to perform the essential duties or meet the essential requirements of his/her job. It is also recognized that the Employee has an obligation to provide satisfactory medical evidence to the Employer concerning his/her incapability or restrictions. A request by the Employer that an Employee be examined by the Employer's doctor shall not be made unreasonably. Accommodation may include assigning the Employee to an available vacant position in the bargaining unit, without posting, provided that the Employee has the qualifications, skills and ability to perform the regular duties of the position. It is understood that such transfer shall not alter the bargaining unit seniority date of any Employee. Further, should such transfer be to a position with a lower wage classification, the Employee will be paid at the applicable rate in the lower wage classification.


## **Accommodation During Pregnancy**

EE.2 Where working conditions may be hazardous to the unborn child or to the pregnant Employee, and where the Employee has submitted a medical note verifying the pregnancy and outlining her specific restrictions during pregnancy, the Employee shall be entitled to transfer to another position, if available, provided the Employee is capable of performing the essential duties of that position. Such transfer shall be granted without regard to seniority unless more than one (1) person is seeking a transfer to the same position pursuant to this Article, in which case seniority shall be the determining factor.

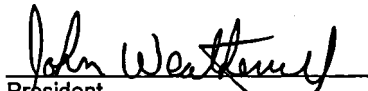
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of this 2 day of ~~February~~ 2010.

**Toronto District School Board**

  
Chair

  
Director of Education

**LOCAL 4400  
CANADIAN UNION OF PUBLIC EMPLOYEES**

  
President

  
Vice-President

Negotiations Team  
Virginia Hung  
Betty May  
Kerry Price  
Michelle Sokovnin  
Hellen Yousufzai



# APPENDIX A

## SCHEDULE OF WAGES

JOB* GROUP #	POSITION	HOURLY RATE OF PAY			
		Effective Sept. 1, 2008	Effective Sept. 1, 2009	Effective Sept. 1, 2010	Effective Sept. 1, 2011
1	ESL Instructor LINC Instructor LBS Instructor	\$38.25	\$39.40	\$40.58	\$41.80
4	International Languages Instructor	\$37.45	\$38.57	\$39.73	\$40.92
6	Seniors' Daytime Program Instructor	\$34.57	\$35.61	\$36.68	\$37.78
7	Leads/Lead-like Instructor	\$42.56	\$43.84	\$45.16	\$46.51
11	Parenting Worker	\$38.25	\$39.40	\$40.58	\$41.80
10	Site Administrator	\$46.42	\$47.81	\$49.24	\$50.72

\*JOB GROUP # references job groups as agreed upon by the TDSB and Local 4400, CUPE (B) during the harmonization process.

NOTE: The above hourly rates include the negotiated wage increases as follows:

Effective Date	Percentage increase
September 1, 2008	3.0%
September 1, 2009	3.0%
September 1, 2010	3.0%
September 1, 2011	3.0%

# APPENDIX B-1

## SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

- 1) The object of this SEB plan is to supplement the employment insurance (E.I.) benefits received by Employees from Human Resources Development Canada for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.
- 2) The other requirements for receipt of a SEB are:
  - a) The Employee must apply for and be in receipt of pregnancy or parental benefits from the Human Resources Development Canada:
  - b) An application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee is in receipt of E.I. benefits indicating the weekly amount to be paid by the Human Resources Development Canada;
  - c) An Employee who has received benefits under the provisions of Appendix B shall sign an agreement with the Employer indicating:
    - i. that the Employee will return to his/her prescheduled assignment provided it still exists (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Employer under this Agreement): and
    - ii. that should the Employee not comply with (i) above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.
- 3) An Employee must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.

- 4) An Employee who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Employee is serving the two (2) week waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of E.I. benefits.
- 5) An Employee shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this plan.
- 6) The benefits levels paid under this plan are set out in 7. and 8. below. It is understood that consistent with current employment insurance regulations:
  - a) In any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Employee shall not exceed ninety-five percent (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.
- 7) For the two week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to ninety percent (90%) of the Employee's weekly insurable earnings as determined by Human Resources Development Canada. For the term of this Agreement this shall continue to be the maximum number of weeks for which a SEB is payable.
- 8) The following additional provision shall apply: For up to fifteen (15) weeks following the two week waiting period under 7. above the benefit level paid under the plan shall be seventy-five dollars (\$75) per week providing the Employee remains in receipt of E.I. benefits as set out under 4 above, and subject to paragraph 6 above.
- 9) In accordance with current employment insurance regulations the Employer shall inform the Human Resources Development Canada of any changes in the SEB plan and, subject to review by Human Resources Development Canada, the duration of this plan as set out above shall continue for the term of this Agreement.

## APPENDIX B-2

### SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN COMPASSIONATE CARE BENEFITS

- 1) The object of this SEB plan is to supplement the employment insurance (EI) compassionate care benefits received by Employees from Human Resources and Skills Development Canada for temporary unemployment caused by serious illness of family members.
- 2) The other requirements for receipt of a SEB are:
  - a) The Employee must apply for and be in receipt of compassionate care benefits from the Human Resources and Skills Development Canada;
  - b) An application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee is in receipt of E.I. compassionate care benefits indicating the weekly amount to be paid by the Human Resources and Skills Development Canada;
  - c) An Employee who has received benefits under the provisions of Appendix X shall sign an agreement with the Employer indicating:
    - iii. that the Employee will return to his/her prescheduled assignment provided it still exists (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Family Medical Leave (and any subsequent additional leave granted by the Employer under this Agreement); and
    - iv. that should the Employee not comply with (i) above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.
- 3) An Employee must have applied for and be in receipt of EI compassionate care benefits before a SEB becomes payable.

- 4) An Employee who is not in receipt of EI compassionate care benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Employee is serving the two (2) week waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of EI compassionate care benefits.
- 5) An Employee shall not have the right to a SEB payment except for supplementation of EI compassionate care benefits for the unemployment period as specified by this plan.
- 6) The benefits levels paid under this plan are set out in 7. and 8. below. It is understood that consistent with current employment insurance regulations:
  - a) In any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Employee shall not exceed ninety-five percent (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.
- 7) For the two week waiting period before E.I. compassionate care benefits commence the benefit level paid under this plan will be set at a weekly rate equal to ninety percent (90%) of the Employee's weekly insurable earnings as determined by Human Resources and Skills Development Canada. For the term of this Agreement this shall continue to be the maximum number of weeks for which a SEB is payable.
- 8) The following additional provision shall apply: For up to six (6) weeks following the two week waiting period under 7. above the benefit level paid under the plan shall be seventy-five dollars (\$75) per week providing the Employee remains in receipt of E.I. compassionate care benefits as set out under 4 above, and subject to paragraph 6 above.
- 9) In accordance with current employment insurance regulations the Employer shall inform the Human Resources and Skills Development Canada of any changes in the SEB plan and, subject to review by Human Resources and Skills Development Canada, the duration of this plan as set out above shall continue for the term of this Agreement.

# APPENDIX C

## SELF-FUNDED LEAVE PLAN

This Leave Plan is designed to provide continuing Employees with an opportunity for paid leave and is not established to provide benefits to persons on or after retirement. The features of the Leave Plan are as set out in 1 through 22 below.

1. This Leave Plan shall be open to all Employees on Seniority List A.
2. An Employee who wishes to participate in the Leave Plan shall make application by February 28 for participation in the Leave Plan commencing the following September 1
3. The Employer may accept or reject an Employee's application for the Leave Plan.
4. A maximum of fifty (50) Employees may receive approval for the Leave Plan for any year in accordance with established selection guidelines.
5.
  - a) A committee comprised of up to three (3) Employer and up to three (3) Employee representatives (the "Implementation Committee") shall be convened to design the implementation process for the Leave Plan and to prepare the guidelines to be used for the selection of applicants.
  - b) In preparing selection guidelines for applicants to the Leave Plan, the Implementation Committee shall take into consideration the following items:
    - a) Seniority
    - b) Job Function
    - c) Previously taken leaves of absence (excluding Pregnancy/Parental Leaves).
6. The Leave Plan shall be a four-over-five plan with the year of leave in the fifth year only.
7. The year of leave shall be for a twelve (12) month period commencing September 1.

8. Withdrawal at the option of the Employee will be permitted only by reason of extenuating circumstances and on approval by the Employer. "Extenuating circumstances," means those circumstances, including such things as illness and change in family circumstances, that would result in financial hardship to the Employee. Such withdrawal will be granted by the Employer unless the Employer has reasonable grounds to believe the request to withdraw is capricious or is not based on bona fide extenuating circumstances. Payment of deferred funds upon withdrawal must be made within ninety (90) days of withdrawal.
9. An Employee on leave shall continue to accumulate seniority and, if applicable, experience for salary purposes and service for vacation entitlement only.
10. In each of the four (4) years of the work period that the Employee works for the Employer, the Employer agrees:
  - a) to pay to the Employee eighty percent (80%) of the total earnings, to which but for this Leave Plan the Employee would otherwise be entitled;
  - b) if applicable, to continue to pay the Employer's share of the cost of the Employee's insured employee benefits; and
  - c) if applicable, to continue the Employer's contribution to the Pension Plan based on one hundred percent (100%) of the total earnings. Earnings are based on the hourly rate of pay only.
11. In the one (1) year of the leave period, the Employer will pay:
  - a) to the Employee the following:  
eighty percent (80%) of the average number of hours paid in the first four years of the Leave Plan x Hourly Rate of Pay in the fifth year of the Leave Plan
  - b) if applicable, one hundred percent (100%) of the cost of the Board's share of the insured employee benefits to which the Employee would otherwise be entitled if the Employee were not on the leave of absence; and
  - c) if applicable, its contribution to the Pension Plan for contributions based on one hundred percent (100%) of 11(a) above.
12. In consideration of the payments and the share of insured employee benefits, where applicable, which will be paid by the Employer during the leave period, as set out in paragraph 11 above, the Employee agrees to the reduced earnings which will be paid by the Employer during the work period, as set out in paragraph 10 above.

13. Payments to the Employee during the leave period shall become due and be paid on the Employer's regular payroll dates. Payments must be completed by the end of the first taxation year after the deferral period.
14. The Employer shall make:
  - a) the appropriate payroll deductions for income tax purposes and other purposes as are required by law and the Employee shall continue to maintain his/her share of insured employee benefits, if applicable, by direct withdrawal;
  - b) the appropriate payroll deductions for the Pension Plan based on one hundred percent (100%) as per 10(c) above;
  - c) if applicable, other deductions consistent with those made for other Employees who are not on leave if requested to do so by the Employee.
15. The Employer, for operational reasons, may request that an Employee defer the period of leave for one (1) year. An Employee, for personal reasons, may elect to defer the period of leave for one (1) year. The Employer's request or the Employee's election shall be made not later than five (5) months prior to the starting date of the period of leave or such other period if mutually agreed. If the leave period is postponed from the fifth year to a sixth year, payment of earnings shall revert to one hundred percent (100%) and entitlement to Employee benefits shall be determined as per Article S of the Collective Agreement. When the postponed leave is actually taken in the sixth year, the Employer shall pay in accordance with paragraph 13 above:
  - a) the amount as per 10(a); and
  - b) if applicable, one hundred percent (100%) of the cost of the Employer's share of the insured employee benefits to which the Employee would otherwise be entitled if the Employee were not on the leave of absence.
16. If the Employee dies during the term of his/her participation in this Leave Plan before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Employee's estate. Payments of deferred funds upon death shall be made within ninety (90) days of such event.
17. If the Employee dies during the term of his/her participation in this Leave Plan after having commenced the leave period, the Employer shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Employer to the Employee's estate. Should the actual monies paid during the leave



period exceed the actual monies withheld during the work period, the Employee's estate shall not be liable to pay this difference to the Employer. Payments of deferred funds upon death shall be made within ninety (90) days of such event.

18. If, as a result of accident, injury or illness, the Employee becomes permanently disabled during the term of his/her participation in this Leave Plan and, in the opinion of the Employer's doctor(s), is no longer medically fit to carry out the Employee's duties, his/her participation in this Leave Plan will be terminated forthwith and the Employer shall determine the actual monies withheld during the work period and the actual monies paid during the leave period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the Employer shall pay this difference to the Employee. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee shall not be required to repay this difference to the Employer. Payments of deferred funds upon permanent disability shall be made within ninety (90) days of such event.
19. In the event an Employee is granted a leave without pay during the term of his/her participation in this Leave Plan, the period of the Leave Plan shall be extended by the length of the term of the leave without pay provided that the period covered by this Leave Plan shall not exceed six (6) years in any case.
20. No interest shall be payable by the Employer or by the Employee on any monies payable by either of them under the Leave Plan.
21. Should the Employee retire, resign or accept a position with the Employer but outside the Bargaining Unit, this agreement shall terminate forthwith and any monies payable to either party shall be determined as set out in 18 above. Payment of deferred funds upon retirement, resignation or reassignment outside the Bargaining Unit shall be made within ninety (90) days of such event.
22.
  - a) Participation in the Leave Plan shall not be construed as a guarantee of employment for the term of the Leave Plan.
  - b) The Employee shall return to his/her position if it exists, or if it no longer exists, to the position the returning Employee would otherwise be entitled under the provisions of the Collective Agreement including Article BB for one (1) full year following the year of leave.

## APPENDIX D

Notwithstanding the provisions as outlined in Article Q.40 and except as otherwise amended by this Collective Agreement the Employer's policy for Leaves of Absence without pay will remain in effect.



### **Employee Services** Bargaining Unit B

#### **ADMINISTRATIVE PROCEDURE – LEAVE OF ABSENCE WITHOUT PAY:**

##### **Short Term Leaves**

A leave of absence without pay for a period of two (2) weeks or less may be granted to an Employee by the Central Co-ordinating Principal/Manager, Contracted Services and Partnership Development.

The Employee must apply in writing to the Central Co-ordinating Principal/Manager, Contracted Services and Partnership Development two (2) weeks in advance of the leave of absence without pay, giving reasons and details regarding the purpose of the proposed leave.

Such leave will be considered for one of the following reasons:

1. Attending a drama or music festival in which the Employee is a participant.
2. Participating in tournaments or athletic track and field meets related to Olympic Games or finals of provincial, national, or international competitions approved by the Board.
3. Caring for a member of the Employee's immediate family in the case of serious illness when the Employee has been unable to obtain other proper care for such member.
4. Attending the funeral of a relative or close friend,
5. Observing religious Holy Days.
6. Attending the graduation of a child from a recognized post-secondary institution.
7. Under special compassionate circumstances for reasons approved by the Central Co-ordinating Principal/Manager, Contracted Services and Partnership Development.

**Note:**

A short term leave of absence without pay will be covered by a Supply Employee, where deemed necessary by the Central Co-ordinating Principal/Manager, Contracted Services and Partnership Development in consultation with the appropriate Program Manager.

**Long Term Leaves**

A leave of absence without pay for a period of more than two (2) weeks up to a maximum of one (1) year may be granted to an Employee by the Central Co-ordinating Principal/Manager, Contracted Services and Partnership Development.

The Employee must apply in writing to the Central Co-ordinating Principal/Manager, Contracted Services and Partnership Development four (4) weeks in advance of the leave of absence without pay, giving reasons and details regarding the purpose of the proposed leave. Such leave will be considered for one of the following reasons:

1. For the purposes of attending an educational institution for professional/ job related upgrading courses. Proof of enrolment must accompany the leave request.
2. Under special compassionate reasons approved by the Central Co-ordinating Principal/Manager, Contracted Services and Partnership Development.

**Note:**

1. The date of return from a leave of absence without pay for a period of more than two (2) weeks will be determined by the Central Co-ordinating Principal/Manager, Contracted Services and Partnership Development. At that time, the Employee will return to their assignment, if it exists subject to the Redeployment Process.
2. An Employee may request an extension of the leave for one (1) additional school year.
3. Employees wishing to return during the second year of an extended leave will be returned to the Employee's position, if it exists, subject to Q.38.
4. A leave of absence for twenty-four (24) consecutive months or more will result in the loss of seniority per Article O.3.3 of the Collective Agreement.

Revised July 12, 2001

# **Schedule A**

Letters of Understanding

And

Letters of Intent

***September 1, 2008 – August 31, 2012***

## LETTERS OF UNDERSTANDING AND LETTERS OF INTENT

### **1. ATTRIBUTED HOURS OF INSURABLE EMPLOYMENT**

This will confirm that, with the consent of the Union and conditional upon any initial and continuing approvals required under the Employment Insurance Act and Regulations, the Toronto District School Board agrees to use the following formula for the sole and exclusive purpose of reporting insurable hours on an Employee's Record of Employment.

Employees of this bargaining unit are deemed to be paid one and a half (1.5) hours for each instructional hour.

### **2. ELECTRONIC POSTINGS IMPLEMENTATION COMMITTEE**

The parties agree to convene a committee consisting of three (3) representatives of the Employer and one (1) representative of each of Units B, C and D to jointly develop an Electronic Posting process which shall begin implementation no later than September 1, 2010. No later than forty-five (45) days after ratification, the committee will meet and establish its terms of reference. Discussions will focus on issues regarding training, adequacy of access, communication and implementation.

Implementation will begin in September, 2010 one CUPE unit at a time (For example, Unit B in Fall, Unit C in Winter, Unit D in Spring).

In the 2010-2011 school year during the phase-in period, postings will be available in both hard copy and electronic format for the entire school year. After this time it is agreed that postings will only be available in electronic format.

### **3. JOB DESCRIPTIONS**

The Employer agrees to provide to the Union job descriptions for all CUPE 4400 represented job classifications within four (4) months of the signing of the Collective Agreement. The job descriptions shall be made available/accessible to members of the Union. When a job description states "other duties as assigned" it shall be interpreted to mean other "related duties as assigned".

#### **4. 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.

#### **5. PAY STUBS**

The Employer shall continue to send Employees their pay stubs to their home addresses for the duration of this Collective Agreement.

#### **6. PERSONAL SERVICES**

The Employer will inform Supervisor, Managers/Principals that they should not require Employees to do personal services which are not connected with the duties of the Employee's position.

#### **7. PILOT PROJECT FOR PAY-DIRECT DRUG CARD SYSTEM-GUIDING PRINCIPLES**

The Board will develop a proposal for a Pay-Direct Drug Card based on the following guiding principles.

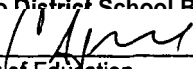
1. The period of the Pilot Project shall be limited to a one year period from September 1, 2010 to August 31, 2011.
2. The implementation of a Pay-Direct Drug Card system will not alter any of the existing provisions of the Extended Health Care Plan other than the system of re-imburement of eligible prescription drugs.
3. Eligible employees must be employed in the Bargaining Unit during the term of the Pilot Project, and must be enrolled in the Extended Health Care plan.
4. Should the Parties fail to agree on the terms of a costing framework for the Pilot Project, effective September 1, 2010, improvements to existing provisions in the following areas in the Extended Health Care

and Dental Care Plans will be discussed and agreed upon by August 31, 2010:

- a) Improvements to ODA rates
  - b) Improvements to Vision Care
  - c) Improvements to Physiotherapy benefits
5. All costs of this Pilot Project will be covered by CUPE 4400's share of the Board's funding enhancement for benefit costs, estimated at \$1,197,535.
  6. The parties will meet to develop a costing framework to measure the costs arising as a consequence of implementing the pilot project. The parties must agree on the final costing framework by November 27, 2009 for the Pilot Project to be implemented.
  7. If the costs incurred as a result of the Pilot Project is less than CUPE 4400's share of the benefit enhancement of the estimated \$1,197,535, the parties will meet to discuss utilization of the funds.
  8. If CUPE's share of the benefit enhancement under the PDT (currently estimated to be \$1,197,535) does not cover the total costs of the Pilot Project, CUPE 4400 will pay to the Board the amount by which the total costs of the Pilot Project exceeds CUPE 4400's share of the benefit enhancement within 60 days of the invoice date.
  9. Notwithstanding the agreement by the parties that the Pilot Project will terminate on August 31, 2011, the parties may agree in writing to extend the Pilot Project.

IN WITNESS WHEREOF each of the parties hereto has caused these Letters of Understanding and Letters of Intent to be signed by its duly authorized representatives as of this 2 day of February, 2010.

Toronto District School Board

  
\_\_\_\_\_  
Director of Education  
Director of Education

LOCAL 4400  
CANADIAN UNION OF PUBLIC EMPLOYEES

  
\_\_\_\_\_  
President



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Letters of Understanding

And

Letters of Intent  
(Not Forming Part of the  
Collective Agreement)

The following Letters do not form part of the Collective Agreement and are attached only for information purposes. As such, these Letters are not subject to the grievance procedure.

***September 1, 2008 to August 31, 2012***

**LETTERS OF UNDERSTANDING AND LETTERS OF INTENT**  
**WHICH DO NOT FORM PART OF COLLECTIVE AGREEMENT**  
**2008 – 2012**

**1. PAY EQUITY/CLASSIFICATION**

In accordance with H.7, the parties shall comply with the requirements of the Pay Equity Act, Part I, Section 7(1) to maintain pay equity, by developing a new pay equity plan for the Toronto District School Board and CUPE 4400.

The Joint Pay Equity/Classification Committee will comply with the Pay Equity Legislation (Section 14) by:

- i. Compiling and reviewing all existing Pay Equity Plans covering Employees in the bargaining unit.
- ii. Compiling and reviewing job descriptions for Toronto District School Board job classifications in the bargaining unit and determining gender dominance.
- iii. Reviewing and agreeing on a gender-neutral job comparison system.
- iv. Evaluating job classifications identified in (ii) above to determine pay levels.
- v. Negotiating a Pay Equity Plan for members of the bargaining unit.
- vi. Developing a process for the ongoing maintenance of Pay Equity, including the development of a Position Content Information Questionnaire (PCIQ) to be used in the review of new and significantly changed job classifications.

In complying with the legislation, the Committee will:

- i. Consider only the duties and responsibilities of each job classification (without reference to individual Employee performance);
- ii. Have access to position related information gathered by the Joint Committee;
- iii. Recommend effective dates for any new wage rates.

## **2. PROVISION OF INFORMATION IN RESPECT OF EMPLOYEE BENEFITS**

The Employer shall provide to the Union, experience information as set out below. Such information shall be provided annually and shall be forwarded to the Union within one (1) month of the end of the policy year, unless noted otherwise.

1. Health and Dental premiums and claims experience data for the bargaining unit.
2.
  - i) Extended Health Care Claims Summary by expense type.
  - ii) Dental Care claims summary by service type.
  - iii) Health and Dental Care Summaries by type of claimant.
- 2.1 Reports, as listed below, which may be requested by the Benefits Review Committee for the purpose of meeting its mandate:
  - a. Health and Dental premiums and claims experience data for the Bargaining Unit including number of claimants and number of claims.
  - b.
    - (i) Extended Health Care Claims summary including number of claimants and number of claims by expense type,
    - (ii) Dental Care Claims summary including number of claimants and number of claims by service type, and
    - (iii) Health and Dental Care summary including number of claimants and number of claims.
3. Health and Dental Care summaries providing enrolment numbers by coverage level.
4. Drug Utilization Reports by frequency and net amount paid (top 160).
5. Summary reports in respect of Long Term Disability Insurance and Group Life Insurance which shall not identify the individual claimants.
6. Coverage reports annually in November, listing by a unique number that will not identify the individual Employee, Employees enrolled in each plan and their respective level of coverage.

### **3. RE-NUMBERING AND FORMATTING OF COLLECTIVE AGREEMENT**

The Union proposes the issue of renumbering and formatting of the Collective Agreement be done by a joint committee within one (1) month of the ratification of this Agreement. Renumbering and formatting shall not modify, add to, amend or alter the language or intent agreed to through the bargaining process.

Appendices,  
Letters of Understanding

And

Letters of Intent  
(Not Forming Part of the  
Collective Agreement)

The following Appendices and Letters do not form part of the Collective Agreement and are attached only for historical information purposes. As such, these Appendices and Letters are not subject to the grievance procedure.

***September 1, 2003 to August 31, 2008***



## 1. **BENEFITS REVIEW COMMITTEE(BRC)**

Subject to agreement with all bargaining agents and associations at the Toronto District School Board (TDSB) to participate on a Joint Benefits Review Committee and in recognition of the increasing cost of benefits and the desire to explore plan improvements, the Employer shall establish a Joint Benefits Review Committee.

The Committee shall be composed of representation from the Employer and the bargaining units and the associations. Each bargaining unit/association shall be permitted one (1) representative on the Committee.

The Committee shall be jointly chaired by a representative of the Employer, a representative selected by the unions and a representative selected by the associations.

The Committee shall provide a vehicle for discussion of the Insured Health and Dental Care Plans and development of recommendations to ensure the financial viability of the Benefit Plans concerning cost containment, annual inflationary costs, plan improvements and efficiencies.

The Committee shall convene a minimum of four **(4)** times during each of the following school years:

September 1, 2005 to June 30, 2006  
September 1, 2006 to June 30, 2007  
September 1, 2007 to June 30, 2008

The Committee's unanimous recommendations shall be forwarded to the Employer and the Union. Thereafter, the Employer and Union may agree to amend the Collective Agreement by way of a Letter of Understanding to enable the parties to implement the unanimous recommendations. Any such agreement is also subject to whatever approval processes are needed by the parties. Recommendations that have been considered by the Committee but have not been unanimously approved by the Committee may be forwarded to the Employer and the respective negotiating team for consideration in the next round of bargaining.

This Letter of Understanding expires on August 31, 2008.

## **2. BENEFITS TRUST FUND**

### **Purpose**

The Employer will transfer three million and two hundred thousand dollars (\$3,200,000) in total for Units B, C & D to the Benefits Trust Fund. The Union agrees that the funds which are made available by the Board will be used only for the purposes of providing health and/or welfare benefits and for other benevolent purposes on behalf of the members of Local 4400 and will not be used to fund any of the benefits provided under this Collective Agreement. The Union will establish a trust fund or other mechanism as may be necessary for the purpose of administering this fund and establishing the terms and conditions under which such payments may be provided. It is understood that the funds will not be expended for political or other such related purposes or activities or to fund grievances under the Collective Agreement.

### **Indemnification**

The Union agrees to hold the Toronto District School Board harmless from any and all claims, damages and assessments, including any tax claims or legal costs, arising out of the payment of funds to the Union or from the Union's distribution or use of the funds.

## **3. CLASSROOM SUPPLIES AND MATERIALS**

The Employer and the Union agree to discuss at the first Labour Management Committee Meeting following ratification of this Collective Agreement:

- a) the amount of funds allocated for classroom supplies and materials,
- b) the communication of this allocation to Instructors,
- c) establishing a cash float for each Parenting Centre to cover out of pocket expenses.

## **4. JOINT COMMITTEE TO REVIEW WORKLOAD ISSUES**

A Joint Committee will be established of three (3) Union representatives and three (3) Employer representatives to review workload issues for members of the bargaining unit. The

committee will bring forward recommendations to the appropriate trustee committee no later than February 28, 2006.

**5. PROFESSIONAL DEVELOPMENT PAID OPPORTUNITIES**

The Union and the Employer agree to discuss through the Labour Management Committee ways of providing paid professional development opportunities for all members of the Bargaining Unit.

The Employer shall provide a minimum two and a half (2.5) hour paid Professional Development opportunity during the regular program year for Employees on Seniority List A in the LBS, Parenting and ESL/LINC programs, subject to funding availability.

**6. PROVINCIAL FUNDING**

If during the term of the Collective Agreement, the Ministry of Education provides additional grants to the Employer designated specifically for a support staff salary increase beyond the agreed upon annual salary increase in this agreement, then the parties will reopen the Collective Agreement in order to flow such additional funds as wages to Local 4400 members.

**7. RESOLUTION TABLE**

A joint committee shall be established and shall have as its members, six (6) representatives from Local 4400, CUPE, two (2) each from Unit B, Unit C, and Unit D, and up to an equal number of representatives from the Toronto District School Board. The committee shall have its first meeting no later than September 30, 2005.

The committee will meet to discuss the following items:

- (a) Job evaluation
- (b) Calculations of services for purposes of OMERS Pension Plan
- (c) Increasing bereavement leave to five (5) days.

## **8. RETURN TO WORK/ACCOMMODATION**

During the term of this agreement, the Employer agrees to meet with a Committee of six (6) Union Representatives, one of which will be from this bargaining unit, to discuss return to work accommodation protocols and issues and to recommend improved procedures and policies related to work accommodation and dispute resolution options. The committee shall meet not less than four (4) times per year.

## **9. SALARY RE-OPENER**

In addition to the increases set out in the Schedule of Wages, wages shall be increased by a maximum of a half percent (0.5%) in each of the years commencing September 1, 2006 and September 1, 2007 on the following conditions:

- (i) If the province's tax revenues in the 2005-2006 fiscal year are at least one percent (1%) higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI (all items) index increased by two and a half percent (2.5%) or more during the period September 1, 2005 to September 1, 2006, the percentage increase which would otherwise be effective on September 1, 2006 shall be increased by the percentage amount by which the rate of inflation exceeded two and a half percent (2.5%), up to a maximum of a half percent (0.5%).
- (ii) If the province's tax revenues in the 2006-2007 fiscal year are at least one percent (1%) higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI (all items) index increased by three percent (3%) or more during the period September 1, 2006 to September 1, 2007, the percentage increase which would otherwise be effective on September 1, 2007 shall be increased by adding the percentage amount by which the rate of inflation exceeded three percent (3%) up to a maximum of a half percent (0.5%).

It is understood that the above increase(s) will be limited to the percentage increase(s) granted to teachers under similar collective agreement provisions.

**10. SUPPLY STAFF**

The Employer and the Union agree to discuss, through the Labour Management Committee, the establishment and operation of a consistent practice regarding the assigning of supply work including the concept of maximizing the availability of hours for Supply Instructors.

It is agreed that this item will be put on the Labour Management Agenda for one of the first three (3) meetings following ratification of the Collective Agreement.

**11. WORK EXPECTATIONS**

The Employer and the Union agree to discuss at Labour Management Committee meetings, the Board's expectations and the development of consistent practices related to work that is done beyond scheduled classroom time.



## NOTES



## NOTES

**SUPPLEMENT  
TO  
UNIT B  
COLLECTIVE AGREEMENT**

**Terms and Conditions of  
Employment for**

**General Interest Instructors  
in Adult Programs**

***September 1, 2008 – August 31, 2012***



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## **TERMS AND CONDITIONS OF EMPLOYMENT FOR GENERAL INTEREST INSTRUCTORS IN ADULT PROGRAMS**

1. The Parties have agreed that for Employees while working as General Interest Instructors in Adult Programs, all terms and conditions will be set out in this Supplement to the Unit B Collective Agreement for ease of reference by these Employees.
2. Except as specifically noted, hours worked or paid as a General Interest Instructor in Adult Programs do not apply to and are not to be counted in any reference to hours worked or hours paid in the Unit B Collective Agreement, to which this Supplement is attached.
3. The terms and conditions of employment in the Unit B Collective Agreement that apply or do not apply to Employees while working as General Interest Instructors in Adult Programs are noted below:

### **ARTICLE A – DEFINITIONS**

- A.1 “Employer” means the Toronto District School Board.
- A.2 “Union” means the Local 4400, Canadian Union of Public Employees (B).
- A.3 A “Union Representative” means an Employee designated by the Union and/or recognized under the provisions of the Collective Agreement.
- A.4 “Predecessor Board” means The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.
- A.5 “OMERS” means, Ontario Municipal Employees Retirement System.
- A.6 “Employee” or “Employees” in this Agreement, unless clearly specified as otherwise, shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Article C.
- A.7–G1 “Vacancy” means available hours of work caused by such events as expansion of program, promotion, resignation, retirement, death, transfer, or discharge and does not include a vacancy caused by approved or authorized absence from work of an Employee.
- A.8–G1 “A temporary vacancy” is a vacancy caused by an approved or authorized absence.
- A.9 “Working Day”, as it applies to timelines in the Collective Agreement, shall be Monday – Friday inclusive, excluding Holidays unless otherwise specified.

- A.10 "Spouse" includes a common law partner of the same or opposite sex.
- A.11 "Parties" shall be as defined in A.1 and A.2 above.
- A.12–GI "Assignment" is a course or project, other than Limited Duration Workshops, in a specific subject and level, offered at a specific location, at a specific time, for a specific number of hours and specific day(s) of the week.
- A.13–GI "Limited Duration Workshop" is an externally funded workshop of variable hours within a day that is delivered when enrolment permits.

#### **ARTICLE B – PURPOSE**

- B.1 It is the purpose of this Agreement:
  - B.1.1 to establish and maintain mutually satisfactory relations between the Employer and the Union;
  - B.1.2 to set forth the terms and conditions of employment for Employees in the Union;
  - B.1.3 to provide prompt and equitable disposition of grievances;
  - B.1.4 to encourage efficiency in operations;
  - B.1.5 to promote a co-operative and harmonious relationship between the Employer and its Employees.

#### **ARTICLE C – RECOGNITION**

- C.1 The Employer recognizes the Union as the sole and exclusive bargaining agent representing:
  - C.1.1 All instructors employed by the Employer as Literacy Basic Skills Instructors (formerly called Adult Basic Education Instructors), English as a Second Language/LINC Instructors, International Language Instructors, Concurrent Program Instructors, Black Cultural Program Instructors, Seniors' Day-time Instructors, Native Language Instructors, Parenting Workers, and General Interest Instructors in Adult Programs (in respect of which see C.1.5)
  - C.1.4 General Interest and enrichment Instructors (except as otherwise specified above), persons of the rank of supervisor and above, and persons covered by another collective agreement are excluded from the Collective Agreement.
    - C.1.4.1 The use of the word "supervisor" in Article C.1.4 is meant to refer to those individuals who exercise managerial functions within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995, or are employed in a confidential capacity, within the meaning of section 1(3)(b) of the Ontario Labour Relations Act, 1995.

- C.1.5-GI It is agreed that all terms and conditions set out in the supplement apply only to employees employed as General Interest Instructors in Adult Programs.

#### **ARTICLE D – MANAGEMENT RIGHTS**

- D.1 The Union recognizes that it is the right of the Employer to exercise the generally recognized regular and customary functions of management and to direct its working forces. The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement.

#### **ARTICLE E – UNION SECURITY**

- E.1 The Employer agrees to deduct from the pay of each Employee to whom any pay is due in that pay period, an amount equal to their regular Union dues, initiation fees and/or assessments, if any, which shall be levied on a uniform basis on all Employees in the bargaining unit. The Union will notify the Employer in writing of the amount of such dues or assessments from time to time.
- E.1.1 All dues or assessments so deducted shall be remitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which such deductions are made together with a list of the names of all Employees from whose pay dues or assessments were so deducted. The list will also include the Employee's job title(s), earnings, hours worked and dues deducted if any for the Employee's position(s) within the bargaining unit.
- E.2 The Union shall indemnify and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of such deductions, authorized by the Union.
- E.3 All Employees covered by this Agreement, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. New Employees of the Employer covered by this Agreement, shall become members in good standing in the Union within ten (10) working days of first being continuously employed by the Employer.
- E.3.1 Notwithstanding anything contained in Clause E.3 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- E.4 The Employer shall show the total amount of Union dues and assessments paid during the previous calendar year on the T4 slip of each Employee.

- E.5 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- E.5.1 In addition, the Employer agrees to provide a Union representative an opportunity to meet with new Employees within the first three (3) weeks of employment to acquaint the new Employee with the duties, responsibilities and rights of Union membership. It is understood that there shall be no interruption to instructional class time.

#### **ARTICLE F – No CESSATION OF WORK**

- F.1 The Employer agrees that there shall be no lock-out of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lock-out and strike shall be as defined in the Labour Relations Act.
- F.2 In the event of a strike by other employees of the Board, no Employee covered by this Collective Agreement shall be required to perform any duties normally and regularly performed by those other employees of the Board.
- F.2.1 This shall not preclude participation of the Employee in duties associated with student safety, neither does this preclude the Employee from continuing to perform the duties of his/her position that would normally be assigned.

#### **ARTICLE G – RELATIONSHIP**

##### **Union Activity**

- G.1 There shall be no solicitation of membership in the Union organization, or collection of Union monies, or any Union activity that interrupts the work of an Employee in the workplace during the hours of employment except as hereinafter expressly permitted by this Agreement or with the permission of the person designated by the Employer.

##### **Permits**

- G.2 The Employer shall grant a permit, in accordance with the Board's Permit Policy, for use of its facilities and premises to allow for purposes of Union meetings without permit fee and without additional costs to the Employer.

##### **Bulletin Board**

- G.3 The Employer will provide bulletin board space where feasible for the posting of Union notices, provided all such notices are signed by a responsible officer of the Union and have first been submitted to the person designated by the Employer for approval. Approval shall not be

unreasonably withheld, every effort will be made within two (2) working days to process such requests.

- G.3.1 It is understood that, notwithstanding the above, approval will not be required from the Employer for the posting of Union notices of general or executive meetings and social events which are not contrary to Board policy and/or the Collective Agreement.

### **Correspondence**

- G.4 All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, and if so requested by the Union, to its Vice President(s). In addition, all grievance related correspondence shall also be forwarded to the Grievance Officer. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union and Vice President(s), and of any changes from time to time.
- G.5 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.
- G.6 Union representatives are entitled to distribute union literature through use of the Employer's courier system to all members of the Union. Mailings shall be batched by location before being put in the Employer's courier system by the Union.

### **Board Policy, Agendas and Minutes**

- G.7 The Employer shall provide two (2) copies of newly approved Board policies to the Union.
- G.8 The Employer shall make available to the Union one (1) copy of the Board's public session and Standing Committee Agendas and public session and Standing Committee minutes at the same time as they are circulated to the Trustees.

### **Employee Information**

- G.9 In October and February each year the Employer will forward in electronic form to the Recording Secretary of the Union a list showing each Employee's name, home address, phone number (once available) and Employee number. The Parties will endeavour to use the Employee number on all correspondence respecting the Employee.

### **Change of Information**

- G.9.1–GI The Employer will provide the Union, on a quarterly basis, with a list of the names and addresses, and Employee number of Employees



newly hired, on leave, or terminated as a result of resignation, retirement or death and Employees who are surplus.

## **ARTICLE H – REPRESENTATION**

H.1 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union.

### **Labour Management Committee**

H.2 A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Employer. The Committee will not discuss matters that are currently part of negotiations or which are the subject of formal grievances under the Grievance Procedure.

H.2.1 The Committee shall be equally comprised of up to five (5) Employer representatives and up to five (5) representatives who are members of the bargaining unit. Meetings will be held at mutually agreed upon times, with a minimum of ten (10) meetings per calendar year. By mutual consent, the parties may reduce the number of meetings per year.

H.2.1.1–GI A General Interest Instructor in Adult Programs will not be released for such meetings if the Employee has a scheduled assignment during the time of the meeting and a qualified replacement is not available. It is understood that during the life of this Collective Agreement, the current practices of finding a qualified replacement shall continue.

H.2.2 Minutes of each meeting of the Committee shall be prepared by the Employer and two (2) copies provided to the Union one (1) week prior to the next Committee meeting. These minutes will not be deemed agreed to until signed by both parties.

H.2.3 The Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

H.2.4 The Employer and the Union agree to discuss at Labour Management Committee meetings issues related to workload.

### **Negotiations Committee**

H.3–GI At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee composed of five (5) bargaining unit members excluding General Interest Instructors in Adult Programs. No deduction from the regular pay of such Employees will be made for attendance at such meetings with the Employer's representatives held during the Employee's regular working hours. The Union has the

right to have up to an additional five (5) members, including Union Officers and General Interest Instructors in Adult Programs on the Negotiating Committee at no cost to the Employer.

- H.3.1–GI Upon seventy-two (72) hours notice to the Employer, members of the Negotiating Committee excluding General Interest Instructors in Adult Programs, may access the Union's negotiations prep bank to prepare for negotiations and will be paid by the Employer their regular rate of pay for the time which they were released from their normal working hours. For full day classes it is understood that preparation shall be not less than half (1/2) the day (i.e.: morning or afternoon). For all other classes, time will be taken in full class(es) increments. The bank shall be established at a level of four hundred and fifty (450) hours during the term of this Agreement. Additional leaves of absence, without pay, for the Negotiating Committee to prepare for negotiations may be granted by the Employer. Approval will not be unreasonably withheld.

#### **Stewards' Committee**

- H.4 The Union may appoint or otherwise select up to forty (40) Stewards.
- H.4.1 The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected and the jurisdiction of each Steward. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

#### **Absence from Work for Stewards, Members of Committees and Union Officers**

- H.5–GI A Steward, member of a Committee or a Union Officer shall not leave his or her assigned duties without first obtaining permission from the appropriate supervisor as designated by the Employer. Stewards may investigate workplace complaints and grievances. Such investigation shall not take place during a period of time when a Steward or Employee is being paid by the Employer. A Steward, member of a Committee or Union Officer may be permitted to temporarily leave the workplace for meetings with the Employer. Permission will be subject to operational requirements but will not be unreasonably withheld.

#### **Investigating Grievances**

- H.5.1 "Investigating a grievance" shall mean that the Steward may make sufficient inquiry in order that the grievance may be presented and, if possible, resolved at the informal stage of the grievance procedure (if any) and the first meeting after the written grievance has been filed. It is understood that any full investigation of the grievance for the purposes of arbitration will not occur during a

period when the Steward or other Union Official is being paid by the Employer.

- H.5.3 The Steward, member of the Committee or Union Officer shall also advise the designated supervisor of the time he/she expects to be absent from work and shall notify that designated supervisor if unable to return to work at the expected time. The Steward, member of Committee or Union Officer will also notify the designated supervisor when he/she returns to work.
- H.5.4 Where a Steward, Committee Member or Union Officer is permitted to be temporarily absent from his/her regularly scheduled hours of work, he/she shall receive his/her regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside his/her regular hours of work unless agreed upon by the Employer.
- H.5.6 This provision shall not affect, in any way, time granted off under Board policies, programs, procedures or in respect of statutory requirements.

#### Representation for Return to Work, Accommodation or Harassment

- H.6 Employees may be represented by a Union Steward, a Union representative who is a member of the Union's Executive on Union leave, or (1) one of six (6) representatives appointed by the Union from any CUPE 4400 bargaining unit, to a maximum of one (1), on matters related to Return to Work and Accommodation, and to a maximum of two (2) on matters related to Harassment. The Union shall notify the Employer, in writing, of the names of the six (6) appointed representatives that have been selected. The Employer shall not be required to recognize any such representatives until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- H.6.1 Subject to Article H.6, an Employee may have one (1) Union representative present at a return to work meeting arranged by the Employer to facilitate a return to work with medical restrictions and the Employer will be so notified.

#### Pay **Equity/Classification** Committee

- H.7 The parties shall establish a Joint Pay Equity/Classification Committee composed of five (5) Employer and five (5) Union representatives to:
- (i) develop a gender neutral comparison system;
  - (ii) determine rates of pay for restructured and new jobs within the Bargaining Unit;

- (iii) review existing Pay Equity Plans applicable to Employees in Unit B, and to develop a single Pay Equity Plan applicable to the Unit B Bargaining Unit; and
  - (iv) develop a process for the joint ongoing maintenance of Pay Equity which will include the review and determination of rates of pay for new and significantly changed job classifications.
- H.7.1 When meetings are held during an Employee's working hours, no loss of pay will result from their attendance at the Joint Pay Equity Committee.
- H.7.2 Failing resolution through the Joint Committee, outstanding disputes shall be referred to either a Review Officer of the Pay Equity Commission or through the grievance procedure of the Collective Agreement, but not both.

**CUPE National Representatives and/or Consultants**

- H.8 The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) when meeting with the Employer in matters arising out of this Collective Agreement. The Union shall advise the Employer when the assistance of the National Representative of the Canadian Union of Public Employees and/or consultants (excluding legal counsel, unless mutually agreed) has been requested.

**ARTICLE I – GRIEVANCE PROCEDURE**

- I.1 Should a dispute arise between the Employer and an Employee, or the Union, regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the manner as described in this Article.
- I.2 It is the mutual desire of the parties that the complaints of Employees shall be resolved as quickly as possible. It is understood that an Employee has no grievance until he/she has first given his/her appropriate Supervisor the opportunity of resolving his/her complaint. The Employee may request the assistance of a Union representative. If an Employee has a complaint he/she shall discuss it with his/her appropriate Supervisor within twenty (20) working days after the day on which the circumstances giving rise to the complainant occurred or ought to have reasonably come to the attention of the Employee. The Supervisor shall give his/her response to this complaint within seven (7) working days following this discussion.

## **Step 1**

- I.3 In the event that the Supervisor is the Manager of the function/location, the grievance may proceed to Step 2 with the agreement of the parties.
- I.4 If the reply of the Supervisor is not satisfactory to the Employee concerned, then it may be taken up as a grievance within seven (7) working days of the response of the Supervisor and referred to the Manager of the appropriate function/location or designate. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon, and shall be dated and signed by the Employee and/or Union representative. The Manager of the appropriate function/location or designate, will hold a meeting with the grievor and up to two (2) Union representatives within ten (10) working days of receipt of the grievance. The Manager of the appropriate function/location or designate may request the attendance at the meeting of any other person(s). The Manager of the appropriate function/location or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting.

## **Step 2**

- I.5 Failing satisfactory resolution of the grievance at Step 1, the Union may refer the grievance to the appropriate designated management representative within seven (7) working days of the written response of the Manager of the appropriate function/location or designate. The appropriate designated management representative or designate, will hold a meeting with up to two (2) Union representatives within ten (10) working days of receipt of the grievance. The grievor may attend such meeting. The appropriate designated management representative or designate may request the attendance at the meeting of any other person(s). The appropriate designated management representative or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting. The Employer shall notify the Union of the appropriate designated management representative.

## **Arbitration**

- I.6 Failing satisfactory resolution of the grievance at Step 2, the Union may refer the grievance to a board of arbitration, as provided for below, at any time within twenty-one (21) working days of the written response of the appropriate designated management representative;
  - I.6.1 Such referral shall be made in writing to the person designated by the Employer.
  - I.6.2 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third person to act as Chair chosen by the other two (2)

members of the Board. If they are unable to agree on the appointment of a Chair, either nominee may request the Minister of Labour to make such an appointment.

- 1.6.3 The parties may agree in writing to refer the matter to a single arbitrator instead of to a Board of Arbitration. If the parties are unable to agree on the appointment of the arbitrator, either party may request the Minister of Labour to make such appointment. The parties recognize that it is desirable that the single arbitrator be selected and the hearing be scheduled as expeditiously as possible.
- 1.6.4 No person may act as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance except where both parties are agreeable to mediation by the arbitrator or arbitration board.
- 1.6.5 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the parties. This does not preclude either party from proceeding to expedited arbitration under the Labour Relations Act.
- 1.6.6 The arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 1.6.7 The decision of the board of arbitration or sole arbitrator shall be final and binding. A majority decision of a board of arbitration shall be final and binding but, if no majority decision is given, the decision of the Chairperson shall be final and binding.
- 1.6.8 Each party shall bear the expense of its own nominee and the parties will share equally the expenses of the single arbitrator or the Chair of the arbitration board. Each party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the party calling the witness.

### **Group Grievance**

- 1.7 Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, within twenty (20) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employees, signed by each Employee and/or Union representative, to the person designated by the Employer. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon. The grievance shall then be treated as being initiated at Step 2 under this Article and the applicable provisions of this Agreement shall apply with respect to the treatment of such grievance.

## **Policy Grievance**

- I.8 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement which could not be grieved as an individual grievance under paragraph I.2, or a group grievance under paragraph I.7, the Union shall have the right to file such a policy grievance within twenty (20) working days after a Union steward or any officer of the Union became aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon.
- I.9 A claim by an Employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure within twenty (20) working days after the date of discharge or after written notice of termination has been provided to the Employee and the Union whichever is later.
- I.9.1 A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
- I.9.1.1 Confirming the Employer's action: or
- I.9.1.2 Such other arrangement as is acceptable to the parties or as is determined to be just and equitable by the arbitrator or arbitration board pursuant to the provisions of the Labour Relations Act.
- I.10 Where no written response has been given within the time limits specified in this Article, the grievance may be submitted to the next step of the Grievance Procedure, including arbitration.
- I.11 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement (to be confirmed in writing) to extend them.
- I.12 No adjustment under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed under this Article or presented to the Employer, or if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in this Article.
- I.13 Any grievance instituted by the Employer shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance shall specify the circumstances giving rise to the grievance, identify the provisions of the Collective Agreement alleged to have been violated, and the

remedy sought. Two (2) representatives of the Union shall meet with the Executive Superintendent of Employee Services or designate and other Employer representatives, as required within ten (10) working days after receipt of the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred by either party to arbitration as provided in this Article.

- I.14 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee concerned and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE J – PERSONNEL FILES**

- J.1 Employees may, upon written request to the person designated by the Employer, review their personnel file. The Employee may be accompanied by a Union representative. Such review must be made in the presence of a member of the Employee Services staff at a time, during normal business hours, that is mutually arranged between the Employee Services staff and the Employee concerned.
- J.1.1 Employees shall be able to obtain copies of the content of their personnel file.
- J.2–GI It shall be the responsibility of each Employee to notify the appropriate Staffing Officer – Employee Services, in writing, promptly of any change in address and phone number. Such change is to be acknowledged in writing by the Staffing Officer – Employee Services at the time the change is submitted.
- J.2.1 Any notice required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the Employee at the last address according to the records of the Employer.
- J.3 Upon written request to the person designated by the Employer from an Employee on whose record a disciplinary notation has been placed, and after the completion of two (2) years wherein no additional disciplinary notations have been placed on the Employee's record, such disciplinary notation shall not be the basis for further disciplinary action and such notation will be removed from the Employee's file.
- J.3.1 Notwithstanding Clause J.3, a notation of discipline for an act of physical or sexual harassment and/or abuse of a student which has not been rescinded through the grievance or arbitration procedure, may be kept in the Employee's file for up to five (5) years. After five (5) years the notation of discipline and, all related notations, shall



be removed from the Employee's file. Once removed from the Employee's file, the notation of discipline and, all related notations shall be destroyed or placed in a confidential sealed file kept in a secure place separate from the Employee's personnel file by the Employer. In addition, the existence of the sealed file shall not be referenced in the Employee's personnel file. The Employee shall be informed in writing whether the file is to be destroyed or sealed. The names of Employees with sealed files shall be kept confidential to the Executive Superintendent of Employee Services. If placed in a sealed file, the record may not be accessed unless otherwise required by law.

J.3.1.1 Notwithstanding the foregoing, if as a result of the notation of discipline for an act of physical or sexual harassment and/or abuse of a student, which has not been rescinded through the grievance or arbitration procedure, the Employer has imposed conditions of employment governing the nature of the Employee's interaction with students, which have not been rescinded through the grievance or arbitration procedure, when the notation of discipline is removed after five (5) years as described above, a separate record containing only such condition(s) of employment, as may still be reasonably required, may be retained in the Employee's personnel file, subject to grievance and arbitration with respect to whether such condition(s) is still reasonably required.

J.4 When an adverse report is placed in the Employee's personnel file, the Employee may make a written reply to such report. The reply shall be attached to and filed with the adverse report. No response from the Employer does not imply agreement to the Employee's reply. Any discipline which has not been altered during the grievance and arbitration procedure or by agreement of the parties shall not be affected by the foregoing.

## **ARTICLE K – DISCIPLINE AND DISCHARGE**

K.1 No Employee shall be discharged or disciplined without just cause and such cause shall be provided in writing to the Employee with a copy to the Recording Secretary of the Union and the designated Union Representative.

K.2 Any Employee covered by this Agreement, called before Management to be interviewed concerning any matter that might reasonably be anticipated to result in disciplinary action to the Employee, shall have the right to two (2) representatives designated by the Union present. Where feasible, forty-eight (48) hours notice is to be given and Union representatives must be present.

## **ARTICLE L – PROTECTION AGAINST HARASSMENT AND DISCRIMINATION**

- L.1 There shall be no discrimination by the Board, the Union or any of its members against any Employee because of membership or non-membership in any lawful Union or by reason of filing of a grievance.
- L.2 Both the Employer and the Union agree there shall be no discrimination against any Employee in accordance with the Toronto District School Board's Human Rights Policy, as amended from time to time and/or because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap in accordance with the Human Rights Code, RSO 1990, as amended from time to time.

### **Personal Harassment**

- L.3 The Employer shall make reasonable efforts to ensure that Employees are free from harassment in the workplace.

### **Violations**

- L.4 Any alleged violation may be dealt with pursuant to the procedures in the Code, and/or the grievance and arbitration provisions of this Agreement. Where an alleged harasser is the person who would normally deal with the initial step of the grievance procedure, the grievance will automatically be sent forward to the next step.

## **ARTICLE M – HEALTH AND SAFETY**

- M.1–GI The Employer shall ensure that first aid kits are supplied and properly maintained in all work sites.
- M.1.1 Kits shall also include vinyl and latex gloves and disposable personal protection devices for artificial respiration.

### **Personal Safety and Security**

- M.2 In order to protect an Employee's personal safety, no Employee shall be required to work at a site unless a second adult, who is not a student, is present. An Employee shall not leave his/her worksite until student safety has been assured as per Board Policy. The Employee shall immediately notify the appropriate Program Manager. If the Program Manager is unavailable, the Employee shall immediately call the Emergency Call Centre. An Employee who must leave work as per this Article will be paid for their normally scheduled hours.
- M.3 The Employer recognizes its obligations under the Occupational Health and Safety Act, RSO 1990, c.01, as amended from time to time. A Joint Health and Safety Committee will be established in accordance with the Act, which shall include representatives from the Union.

## **ARTICLE N – PROBATIONARY PERIOD**

N.1–GI Employees (other than an Employee in Limited Duration Workshops) will be considered to be on probation until the Employee has actively worked a total of four (4) months or *two* (2) sessions (if applicable) within a twenty-four (24) month period whichever is greater from the first day worked as a General Interest Instructor in Adult Programs. In no event shall the probationary period exceed five (5) months of active employment.

Employees in Limited Duration Workshops will be considered on probation until the Employee has actively worked forty (40) hours within a twenty-four (24) month period from the first day worked as a General Interest Instructor in Adult Programs.

N.1.1–GI General Interest Instructors in Adult Programs shall serve only one (1) probationary period as a General Interest Instructor in Adult Programs.

N.1.2–GI It is understood that an Employee will remain on probation until the requirements in N.1–GI are met.

N.1.4 Evaluation of probationary Employees shall be undertaken in a fair and equitable manner.

N.2 During the probationary period, the Employer shall have the right to discipline, demote, discharge or lay off a probationary new Employee. The new Employee shall have recourse to the Grievance Procedure. It is understood by the parties, for the purpose of discipline, a lesser standard of just cause may apply to probationary Employees than to an Employee who has completed their probationary period.

N.3–GI Should an Employee's class close during the probationary period, the Employee will remain on Seniority List C for the purposes of retaining rights under Article P.8–GI, such that they may complete their probationary period under N.1–GI.

## **ARTICLE O – SENIORITY PROVISIONS**

0.1–GI Seniority for Employees working as General Interest Instructors in Adult Programs, as at April 22, 2005, or earlier, shall be the date on which the Employee first worked for the Board and/or predecessor Boards subject to Article 0.3.3–GI. Employees hired as General Interest Instructors in Adult Programs, after April 22, 2005, shall have a seniority date from the first day worked as a General Interest Instructor in Adult Program subject to Article 0.3.3–GI. It is understood that those General Interest Instructors in Adult Programs on the Ontario Labour Board voter's list in March of 2005 will be included on the initial

Seniority List, provided none of the provisions in 0.3–GI to 0.3.6–GI apply.

- 0.2–GI Notwithstanding 0.1–GI, an Employee will have no seniority rights during the probationary period of employment. After successful completion of the probationary period, this Employee's seniority will date back to the first day worked as a General Interest Instructor in Adult Programs.
- 0.2.1 Where two (2) or more Employees have the same seniority date their placement on the list will be determined "by lot".
- 0.2.1.1 For the purposes of Article 0.2.1 "by lot" shall mean as determined by computerized random selection. In establishing the computerized random selection process, it is understood that the Employer will respect the previously established order of seniority.
- 0.3–GI Notwithstanding 0.1–GI, seniority shall be lost for the following reasons:
  - 0.3.1–GI Dismissal for just cause;
  - 0.3.2–GI Voluntary resignation;
  - 0.3.3–GI No work as a General Interest Instructor in Adult Programs for twenty-four (24) consecutive months or more (Exceptions covered by statute);
  - 0.3.4–GI Absence without permission and without reasonable excuse:
    - a) For absences of three (3) or more consecutive scheduled program days for Employees who are regularly scheduled to work four (4) or more days in a week; or
    - b) For absences of two (2) or more consecutive scheduled program days for Employees who are regularly scheduled to work less than four (4) days in a week;
  - 0.3.5–GI Severing of employment relationship as a General Interest Instructor in Adult Programs.
  - 0.3.6–GI Seniority, as a General Interest Instructor in Adult Programs when lost for reasons 0.3.3–GI or 0.3.4–GI shall result in termination of employment.

#### Seniority List– General Interest Instructors in Adult Programs

- 0.4–GI The Employer shall provide to the Union in written and electronic form, updated seniority lists on September 30th and January 31st each year. The Employer shall make available a copy of the Seniority List in any General Interest Instructor in Adult Programs work location owned by the Employer. As well, the Employer will provide to the Union additional copies of the Seniority List. The seniority list shall indicate the Employee's name, job classification and seniority date. Lists shall

be provided in master alpha and by seniority date. The seniority list provided to the Union shall include the Employee number. The Parties will endeavour to use the Employee number on all correspondence respecting the Employee.

- 0.5–GI Employees working as General Interest Instructors in Adult Programs shall appear on Seniority List C.
- 0.6 The parties shall meet within forty-five (45) days to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained on the Seniority List. Any Employee for whom no objection is raised shall have their seniority date confirmed as stated. In the event that the parties are unable to resolve such matter, the Employee or the Union may file a grievance as per Article I.
- 0.8 Seniority is transferable amongst CUPE 4400 bargaining units for Employees who are being accommodated either for compensable injuries or other disabilities, as defined by the Human Rights Code, provided that they cannot be accommodated in their own bargaining unit.

## **ARTICLE P – STAFFING**

### **Filling of Temporary Vacancies**

- P.1–GI Except where specifically mentioned, the posting, recall, and surplus processes herein do not apply to temporary vacancies that are reasonably anticipated to last less than one (1) session. Notwithstanding the above, the temporary vacancy will first be offered to available General Interest Instructors in Adult Programs prior to filling the vacancy with an outside candidate.
- P.1.1–GI Temporary vacancies of a duration of one (1) session or greater, will be filled in accordance with Step 1, Step 2, Step 3 and Step 4 of the staffing process.
- P.1.1.1–GI If the temporary vacancy is filled by an Employee, and a regular vacancy becomes available, and if the Employee assigned to the temporary vacancy would have had rights to the regular assignment, the Employer shall place said Employee into the regular vacancy, subject to P.25–GI, and identify another Employee for the temporary vacancy.

### **Posting of the Notice of General Interest Assignment Offerings:**

- P.2–GI The Employer shall post, for a period of seven (7) working days on the Employer's Intranet, all confirmed Continuing Education department General Interest assignment offerings whether vacant or not for the next session as follows:

- Fall session in the first week of May

- Winter session in the first week of November
  - Spring session in the first week of February
  - Summer session, if offered, in the first week of May
- P.2.1–GI For purposes of clarity, should the delivery of General Interest assignments referred to in P.2–GI be transferred to another department within the Toronto District School Board, article P.2–GI shall apply.
- P.2.2–GI The Employer shall make best efforts to ensure all assignments are posted. In the event there are assignments which are not confirmed at the time of the postings, such assignments shall be staffed in accordance with the staffing process.
- P.3–GI At anytime, the Employer shall post, for a period of seven (7) working days on the Employer's Intranet, confirmed vacant Contracted Services and Partnership Development department General Interest assignment offerings.
- P.4–GI A copy of the posted Notice of General Interest assignment offerings shall be emailed to the Recording Secretary of the Union at the same time as the posting.
- P.5–GI The Employer may advertise externally, concurrent with the process outlined in P.2–GI and P.3–GI.

#### **Applying for Additional Work**

- P.6–GI Any Employee who is interested in obtaining additional work shall complete and submit to Employee Services a request for Additional Work Form based on the Notice of Assignment offerings as per P.2–GI and P.3–GI.
- P.7–GI An Employee may express an interest in any assignment(s) for which he/she is qualified.
- P.7.1–GI If the Employee has successfully taught the subject and level for the Employer within the previous two (2) years, he/she will be deemed qualified.
- P.7.2–GI Should the Employee indicate interest in an assignment other than one taught in the previous two (2) years, the Employer will determine if an Employee is qualified for vacant assignments based on whether the Employee has the necessary skills, qualifications, experience and ability to perform the requirements of the assignment.

## Placement in General Interest Assignments

### Retention of Assignment(s):

- P.8–GI An Employee who completes an assignment in a session will retain the same assignment in the next session that it is offered by the Employer. This will not apply if:
- a) the assignment is not offered again within a thirteen (13) month period; or
  - b) the assignment is a temporary vacancy.
- P.8.1–GI An Employee, who is not on an approved leave of absence, and who declines the right to continue his/her assignment under P.8-GI shall be deemed to have relinquished that assignment, but shall maintain the right to seek additional work.
- P.9–GI Notwithstanding the definition of assignment, Article A.12–GI, when an assignment is relocated within a distance of ten (10) kilometres or less, from its location, on the same day of the week and the same time of day, the Employee will retain the assignment. If the Employee declines the relocated assignment, the Employee shall be deemed to have relinquished the assignment, but shall maintain the right to seek additional work as a General Interest Instructor in Adult Programs.
- P.10–GI When an assignment is temporarily relocated greater than ten (10) kilometres from its location, the Employee may retain the assignment or, if the Employee declines the relocated assignment, be declared surplus.
- P.11–GI Notwithstanding the definition of assignment, Article A.12–GI, for General Interest Instructors in Contracted Services and Partnership Development, when an assignment is permanently relocated greater than ten (10) kilometres from its location, the Employee may retain the assignment or, if the Employee declines the assignment be declared surplus.
- P.12–GI Notwithstanding the definition of assignment, Article A.12–GI, when an assignment is temporarily or permanently moved to a different day of the week and/or time of day within the same location the Employee may retain the assignment or, if the Employee declines the changed assignment, be declared surplus.
- P.13–GI When an assignment is temporarily moved to a different day of the week or time of day at a different location, the Employee may retain the changed assignment or, if the Employee declines the changed assignment be declared surplus.
- P.14–GI If the length of an assignment is adjusted, the Employee will retain the assignment. If the Employee *declines* the *adjusted assignment*, the Employee shall be deemed to have relinquished the assignment, but

shall maintain the right to seek additional work as a General Interest Instructor in Adult Programs. It is understood that the length of an assignment refers to the number of weeks of the assignment.

- P.15-GI If the number of hours of an assignment is reduced the Employee will retain the assignment or, if the Employee declines the adjusted assignment, be declared surplus.
- P.16-GI If there is a merger of two (2) assignments that are in the same subject, at the same location, and instructed by the same Employee, that Employee shall retain the merged assignment for the remainder of that program year and shall be declared surplus from the other assignment. If the two (2) assignments are offered again in the next thirteen (13) months, the Employee shall have rights in accordance with P.8-GI and P.21-GI. At no time can the Employee increase the number of assignments under this clause.
- P.17-GI If two (2) assignments that are in the same subject, at the same location, but are instructed by two (2) Employees, are merged, the Employee with the lowest enrolment shall be declared surplus and the Employee with the highest enrolment shall retain the merged assignment provided the Employee has the necessary skills, qualifications, experience and ability to perform the requirements of the assignment.
- P.17.1-GI If such Employee does not have the necessary skills, qualifications, experience and ability to perform the requirements of the merged assignment, the other Employee shall retain the merged assignment, provided that Employee has the necessary skills, qualifications, experience and ability to perform the requirements of the assignment.

#### **New Assignment(s)**

- P.18-GI Notwithstanding the fact that there may be surplus Employees, new assignments created from new subject/course proposals will be given to the person who initiated the proposal. An assignment shall be considered to be new if it has never previously been offered and staffed by the Employer, or if it has not been offered by the Employer in the twenty-four (24) month period prior to it being offered again.

#### **Wait List**

- P.19-GI Prior to the commencement of surplus placement, vacant work assignments created as a result of a wait list will be offered for the remainder of the program year first to the most senior Employee who is instructing the same subject and level at that location and in the same session.



## **Surplus Placement(s)**

- P.20–GI An Employee shall be declared surplus:
- a) When an Employee's assignment closes; or
  - b) As provided in Articles: P.10–GI, P.11–GI, P.12–GI, P.13–GI, P.15–GI, P.16–GI and P.17–GI; or
  - c) When an Employee's assignment is not offered again within a thirteen (13) month period.
- P.21–GI A surplus Employee will be recalled to the assignment from which the Employee was declared surplus if the same assignment commences within thirteen (13) months from the date that the Employee was declared surplus. A surplus Employee who is recalled under this paragraph shall no longer have surplus status in respect to this particular assignment.
- P.22–GI A surplus Employee who declines under P.21–GI, shall be deemed to have resigned from the assignment, and, if the Employee has no other assignment under this Collective Agreement or is not surplus to an assignment for which they have not been recalled under P.21–GI or has no other employment with the Employer, the Employee shall be deemed to have resigned from the Employer.
- P.23–GI A surplus Employee who is not recalled to the assignment from which the Employee was declared surplus shall have surplus rights for a period of twenty-four (24) months for each assignment lost.
- P.23.1–GI Notwithstanding P.23–GI, the surplus Employee who has had no work in the bargaining unit for twenty-four (24) consecutive months is subject to the Seniority Provisions in Article O.
- P.24–GI A surplus Employee who is recalled under P.21–GI, but has obtained an assignment through Step 1, Step 2, or Step 4 of the staffing procedure will be given the choice of being recalled to their original assignment or retaining the assignment awarded through Step 1, Step 2, or Step 4 of the staffing procedure. Once the decision is made, the Employee will be removed from the surplus list with respect to their original assignment.
- P.25–GI Unless otherwise determined by the Employer an Employee who accepts a temporary vacancy will remain in the temporary vacancy until the end of the session. A surplus Employee who fails to complete the session without reasonable excuse shall no longer have surplus status.
- P.26–GI Step 1: Surplus Employees will be placed, in seniority order, in vacant assignments, provided that:
- a) The subject is an exact match to the subject of the assignment from which the Employee was declared surplus:

- b) The Employee is pre-qualified for the level of the subject, if applicable;
- c) The vacant assignment is scheduled on the same day or night of the week as the assignment from which the Employee was declared surplus or that the Employee indicated, at the time application was made for additional work in the session under P.6–GI he/she was available;
- d) The vacant assignment is in the same location as the assignment from which the Employee was declared surplus, or in another location requested by the Employee for the session under P.6–GI; and
- e) The hours and length of the vacant assignment do not exceed those of the assignment from which the Employee was declared surplus.

A surplus Employee who declines placement under Step 1 shall be deemed to have relinquished that assignment, but shall maintain the right to seek additional work.

**P.27–GI** Step 2: If vacant assignments are not staffed under Step 1, surplus Employees shall be placed, in seniority order, in such assignments, provided that:

- a) The Employee is pre-qualified for the subject and level of the subject;
- b) The vacant assignment is scheduled on the same day or night of the week as the assignment from which the Employee was declared surplus or that the Employee indicated, at the time application was made for additional work in the session under P.6–GI he/she is available;
- c) The vacant assignment is in the same location as the assignment from which the Employee was declared surplus, or in another location requested by the Employee for the session under P.6–GI;
- d) The hours and length of the vacant assignment do not exceed those of the assignment from which the Employee was declared surplus.

A surplus Employee who declines placement under Step 2, shall be deemed to have relinquished that assignment, but shall maintain the right to seek additional work. If the Employee has no other assignment as a General Interest Instructor in Adult Programs, his/her seniority shall not continue to accrue while seeking additional work.

**P.28–GI** Step 3: If a vacant assignment is not staffed by a surplus Employee in Step 1 or Step 2, Employees who have requested that specific assignment under P.6–GI for that specific session, by completing a Request for Additional Work Form, shall be placed, in seniority order, into that assignment, provided that the Employee is pre-qualified for that subject and level.

P.28.1-GI If the Employer offers an assignment more than two (2) weeks prior to the start of classes, and if the Employee declines the offer, the Employee will be moved to the bottom of the placement list. If the Employer offers an assignment less than two (2) weeks prior to the start of classes and if the Employee declines the offer, the Employee will maintain their placement on the list. Notwithstanding the above, an Employee who declines two (2) placements under Step 3 is deemed to have relinquished all other request for additional work for that session.

#### **Offers of General Interest Assignments**

P.29-GI Step 4: If a vacant work assignment is not staffed at Step 3, surplus Employees shall be offered, in seniority order, that assignment, provided that:

- a) The Employee is pre-qualified for the subject and level of the vacant assignment; and
- b) The vacant assignment is scheduled on the same day or night of the week as the assignment from which the Employee was declared surplus, or that the Employee indicated, at the time application was made for additional work in the session under P.6-GI, he/she was available.

A surplus Employee who declines an offer at Step 4 shall retain surplus status.

P.30-GI Employees placed under P.26-GI, P.27-GI and P.29-GI shall retain surplus status solely for the purpose of Article P.21-GI.

P.31-GI If there are no applicants from General Interest Instructors in Adult Programs who have the necessary skills, qualifications, experience and ability to perform the requirements of the assignment, the Employer may fill vacant assignments from external applicants.

P.32-GI The names of the successful applicant(s) to vacant assignment(s) will be provided to the Union in writing at the same time the successful applicant is notified.

#### **Posting and Staffing of the Limited Duration Workshops Pool in Contracted Services and Partnership Development:**

P.33-GI For the purpose of maintaining a pool of qualified candidates for Limited Duration Workshops, the Employer may, at anytime, post for such candidates on the Employer's Intranet website for a period of seven (7) working days. The Employer may advertise externally concurrent with the internal posting process.

P.33.1-GI Employees may express an interest in being placed in the Limited Duration Workshop pool by completing and submitting the appropriate forms to Employee Services.

- P.33.2–GI The Employer will determine if an Employee is qualified for the Limited Duration Workshop pool based on whether the Employee has the necessary skills, qualifications, experience and ability to perform the requirements of the Limited Duration Workshop.
- P.34–GI Limited Duration Workshops will be staffed on an as needed basis from the pre-approved pool of qualified General Interest Instructors.
- P.35–GI The names of those who are added to the pool of qualified candidates for Limited Duration Workshops shall be provided to the Union in writing at the same time as the qualified candidates are notified.

## **ARTICLE Q – LEAVES OF ABSENCE**

- Q.1–GI Employees may request, in writing, a Leave of Absence for special compassionate reasons subject to the approval of the Director or designate.
- Q.1.1–GI Employees are entitled to Emergency Leave in accordance with the Employment Standards Act, 2000.

### **Leave for Political Activity**

- Q.2 Upon written request, the Employer shall allow a leave of absence without pay or benefits and without loss of seniority so that the Employee may run as a candidate in federal, provincial or municipal elections.
- Q.3 An Employee who is elected to public office shall be allowed a leave of absence without pay or benefits and without loss of seniority during the term of office.

### **Pregnancy Leave**

- Q.4 Eligibility – A pregnant Employee who started employment with her Employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- Q.5 When leave may begin – An Employee may begin Pregnancy Leave no earlier than seventeen (17) weeks before the expected birth date.
- Q.6 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date.
- Q.7 Special circumstances – Paragraph Q.6 does not apply in the case of an Employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the Employee was expected to give birth.
- Q.8 Notice in special circumstances – An Employee described in paragraph Q.7 must within two (2) weeks of stopping work, give the Employer written notice of the date the pregnancy leave began or is to

begin and a certificate from a legally qualified medical practitioner that in the case of an Employee who stops working because of complications caused by her pregnancy, states the Employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or in any other case, states the date of the birth, still-birth or miscarriage and the date the Employee was expected to give birth.

- Q.9 End of Pregnancy Leave if Parental Leave available – The Pregnancy Leave of an Employee who is entitled to take Parental Leave, ends seventeen (17) weeks after the Pregnancy Leave began.
- Q.10 End of Pregnancy Leave if Parental Leave not available – The Pregnancy Leave of an Employee who is not entitled to take Parental Leave ends on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- Q.11 End of Pregnancy Leave on Employee notice – The Pregnancy Leave of an Employee ends on a day earlier than the day provided for in Q.9 or Q.10 if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.12 Nothing herein precludes an Employee from receiving sick leave pay, if applicable, should the absence be the result of complications arising out of her pregnancy or post-delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

#### **Parental Leave**

- Q.13 Eligibility – An Employee who has been employed by his or her Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following:
- Q.13.1 the birth of the child; or
- Q.13.2 the coming of the child into the custody, care and control of a parent for the first time.
- Q.14 Restriction on when leave may begin – Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- Q.15 When mother's Parental Leave may begin – Parental Leave of an Employee who takes a Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- Q.16 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

- Q.17 Special circumstances – Paragraph Q.16 does not apply in the case of an Employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected. In such circumstances the Parental Leave of an Employee begins on the day the Employee stops working and the Employee must give the Employer written notice that the Employee wishes to take leave within two (2) weeks after the Employee stops working.

#### **End of Parental Leave**

- Q.18 Parental Leave ends thirty-five (35) weeks after it began, if the Employee took Pregnancy Leave, and thirty-seven (37) weeks after it began otherwise, or in accordance with the Employment Standards Act whatever is greater, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q. 9 Change of notice to begin leave – An Employee who has given notice to begin Pregnancy Leave or Parental Leave may change the notice:
- Q. 9.1 to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date: or
- Q. 9.2 to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.
- Q.20 Change of notice to end leave – An Employee who has given notice to end the leave may change the notice:
- Q.20.1 to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- Q.20.2 to a later date if the Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

#### **Definition of Parent**

- Q.21 For the purpose of this Article, “parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of a child (including a same sex spouse) and who intends to treat the child as his or her own.

#### **Benefits and Seniority during Pregnancy and Parental Leave**

- Q.22 In accordance with the Employment Standards Act or to a maximum of fifty-two (52) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Pregnancy and/or Parental Leave, provided that the Employee continues to pay his/her share of such benefits if applicable.
- Q.23 The period of an Employee’s Pregnancy and Parental Leave is included in the calculation of his or her length of employment, and

seniority as if it were active paid service, and without limiting the generality of the foregoing, time spent on Pregnancy and Parental Leave shall be included in the calculation of time worked and paid for the purposes of the accrual of sick leave credits, and entitlement to and level of benefits.

#### **Infant Carechild Care Leave**

- Q.26 An Employee eligible for Parental Leave under Article Q.13 may apply for Infant Carechild Care Leave.
- Q.27 The Employer shall grant to eligible Employees a leave of absence without pay, to be known as Infant Carechild Care Leave which will provide:
- Q.27.1 the mother, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave;
- Q.27.2 the father, additional weeks of leave which when combined with Parental Leave will not exceed two (2) years leave;
- Q.27.3 mother or father, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave.
- Q.28 Application for Infant Carechild Care Leave must be made at the same time as an Employee applies for Parental Leave or not later than thirty (30) days before the Infant Carechild Care Leave is to begin.
- Q.29 In the application for Infant Carechild Care Leave an Employee must specify the time at which he/she intends to commence his/her Leave and the time at which he/she intends to resume his/her duties with the Employer.
- Q.30 Once Infant Carechild Care Leave has been granted it shall not be extended except at the discretion of the Employer.

#### **Change of Notice to End Leave**

- Q.31 An Employee who has given notice to end the leave may change the notice to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date.

#### **Benefits and Seniority during Infant Carechild Care Leave**

- Q.32 An Employee on Infant Carechild Care Leave may opt to continue payment to his/her share and the Employer's share of contributions to any benefit plans in which he/she is enrolled prior to the commencement of the Infant Carechild Care Leave. Payment shall be made through pre-authorized bank withdrawal.

Q.33 Seniority shall accrue during Infant Care/Child Care Leave.

**Returning to Work from Pregnancy and/or Parental and/or Infant Care/Child Care Leaves**

Q.34-GI Any Employee returning from pregnancy leave, parental and/or Infant Care/Child Care Leave will be returned to the Employee's position, if it exists, or to a comparable position if it does not.

**Leaves of Absence for Full-time Union Duties**

Q.35 An Employee who is elected or selected for a full-time position with Local 4400 CUPE (or CUPE, OFL, CLC) shall be granted a twelve (12) month full-time leave of absence by the Employer without salary and benefits and without loss of seniority. Such leave shall be renewed each year on request during his/her term of office. In no event can more than ten (10) employees be on such leave at any one time.

Q.35.1-GI In addition, Local 4400 may request full-time leave of absence without salary and benefits but without loss of seniority for Employees for full-time positions with Local 4400 for twelve (12) months or for special assignments and/or projects related to Local 4400's business with the TDSB. Local 4400 shall apply to the Employer not less than four (4) weeks prior to the commencement of such leave, which may be for a period of up to twelve (12) months but not less than sixty (60) days. Such leave may be granted subject to operational requirements but the leave shall not be unreasonably withheld.

(2.35.2-GI) During any leave under Q.35 or Q.35.1-GI, the Employee's regular rate of salary and ensured benefits shall be continued by the Employer and Local 4400 shall reimburse the Employer for such costs. For the purpose of the Collective Agreement, such leaves shall be considered leaves without pay.

**Leaves of Absence for Union Conventions and Seminars**

Q.36 Upon written request by the Union given not less than seven (7) days in advance to the Employer, the Employer will grant leaves of absence without pay or loss of seniority to Employees named in such request to attend conventions or seminars, schools and conferences of such Union; limited, however, for each such convention or seminar, school or conference to not more than ten (10) Employees at any time. Time off for such leaves shall be limited to not more than one hundred (100) cumulative working days in a calendar year. The approval of such leave may be withheld for reasons related to the requirements of operations. Such approval will not be unreasonably withheld.

Q.37-GI During any leave for Union Conventions and Seminars, the Employee's regular rate of salary and insured benefits shall be



continued by the Employer and the Union shall reimburse the Employer for such costs. For the purpose of the Collective Agreement, such leaves shall be considered leaves without pay.

### **Return to Work from Leaves of Absence**

Q.38–GI Upon completion of:

- a) an approved Union leave of absence for up to two (2) years; or
- b) an approved compassionate leave; or
- c) an approved leave for political activity;

the Employee will be returned to the Employee's position, if it exists. This provision is subject to Article P of this Collective Agreement. During the period of the leave, the Employee may apply for additional assignments in accordance with Article P of this Collective Agreement. If the Employee is successful, and accepts the new position, the leave shall end on the start date of the new assignment.

(2.38.1–GI Notwithstanding the above, rights under Article O held by an Employee on an approved Union Leave shall be frozen during the leave and re-activated upon completion of the leave.

### **Self-Funded Leave Plan**

Q.39 The Employer agrees to make available to Employees on Seniority List A the self-funded leave as outlined in Appendix C.

(2.39.1–GI For clarity, Employees working exclusively as General Interest Instructors in Adult Programs are not eligible for the self-funded leave plan.

### **Bereavement Leave**

Q.40 Bereavement leave shall be granted by the Director of Education, or designate, without loss of salary for scheduled hours of employment on three (3) days to an Employee at the time of the death of a member of the Employee's immediate family in order for the Employee to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.

Q.40.2 Additional days may be granted by the Employer when required by the Employee for travelling time or other special circumstances.

### **Family Medical Leave**

Q.43 An Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in Article Q.43.1 if the attending qualified physician issues a certificate stating that the individual has a serious medical condition with a

significant risk of death occurring within a period of twenty-six (26) weeks.

- Q.43.1 Article Q.43 applies in respect of the following individuals:
1. the Employee's spouse;
  2. a parent, step-parent or foster parent of the Employee;
  3. a child, step-child or foster child of the Employee or the Employee's spouse;
  4. prescribed family members as may be permitted under the Employment Standards Act.
- Q.43.2 The Employee may begin the leave no earlier than the first day of the week in which the period referred to in Article Q.43 begins.
- Q.43.3 The Employee may not remain on a leave under Article Q.43 after the earlier of the following dates:
1. The last day of the week in which the family member dies;
  2. The last day of the week in which the period referred to in Article Q.43 ends.
- Q.43.4 Notwithstanding Article Q.43, if two (2) or more TDSB employees take leaves under Article Q.43 in respect of a particular individual, the total of the leaves taken by all employees shall not exceed eight (8) weeks during the twenty-six (26) week period referred to in Article Q.43.
- Q.43.5 An Employee may take a leave under this Article only in periods of entire weeks.
- Q.43.6 Employees who wish to take leave under Article Q.43 will advise the Employer in writing using the appropriate forms. The Employee will be required to include a copy of the certificate referred to in Article Q.43 with the form. If the Employee must begin the leave before advising the Employer, the Employee shall advise the Employer of the leave verbally and in writing using the appropriate forms as soon as possible after beginning the leave.
- Q.43.7--GI Upon the expiry of the Family Medical Leave, an Employee may request a leave of absence under Article Q.1 during the twenty-six (26) week period referred to in Article Q.43.
- Q.43.8 An Employee may apply for more than one (1) Family Medical Leave in respect to the same family member.
- Q.43.9 In accordance with the Employment Standards Act or to a maximum of eight (8) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Family Medical Leave, provided that the Employee continues to pay his/her share of such benefits if applicable. On return from leave, the Employee will be placed in accordance with Article Q.38.

- Q.43.10 The period of an Employee's Family Medical Leave is included in the calculation of his or her length of employment, and seniority as if it were active paid service, and without limiting the generality of the foregoing, time spent on Family Medical Leave shall be included in the calculation of time worked and paid for the purposes of accrual of sick leave credits, and entitlement to and level of benefits.

## **ARTICLE R – SICK LEAVE**

- R.1–GI Effective September 1, 2009 Employees on Seniority List C whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more from September 1st to August 31st of the previous year and who have an assignment in the current year shall be eligible for sick leave credits on an annual basis to a maximum of thirteen (13) credits in any one (1) year, according to the formula below:

Sick Leave Credits =

Total Hours paid in the previous Sept 1st to Aug 31st divided by 60

- R.1.2 Partial credits resulting from the calculation above shall be rounded up or down to the nearest half credit.
- R.1.3–GI Sick leave credits as defined in R.1–GI are cumulative from year to year.
- R.1.4 Earned credits will be applied against the day(s) an Employee is absent due to illness. Each credit will be equal to the number of regularly scheduled hours of employment the Employee would have worked on the date of absence.
- R.1.4.1 An Employee who, as a result of illness, is absent for fifty percent (50%) of his/her regularly scheduled hours or less in a day will have one half (0.5) credit applied against that day. If the Employee is absent as a result of illness for more than fifty percent (50%) of his/her regularly scheduled hours in a day, a full credit will be applied against that day.
- R.1.5 An Employee's absence for illness for a period:
- R.1.5.1 of three (3) consecutive assignment days or less may require certification by a licensed medical practitioner or if on account of acute inflammatory condition of the teeth or gums, a certified licentiate of dental surgery;

- R.1.5.2** of over three (3) consecutive assignment days shall require certification by a licensed medical practitioner or if on account of acute inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.
- R.1.5.3** Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate 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.
- R.1.6** At the discretion of the Employer, earned credits, up to a maximum of five (5), may be applied against absences for the following reasons:
- a) attending the Employee's own graduation, the graduation of a husband, wife, son or daughter, parent or grandchild from a secondary school or post secondary institution;
  - b) moving to a new place of residence on the day of the move or for the purpose of moving (limited to one (1) credit per year);
  - c) caring for a member of the Employee's immediate family in case of serious illness where the Employee has been unable to obtain other proper care for such member;
  - d) attending the funeral of a close relative or close friend;
  - e) observing religious Holy Days;
  - f) a father/spouse attending the birth of the father's/spouse's child;
  - g) attending an adult drama or music festival in which the Employee is a participant;
  - h) when adoption leave is not taken and circumstances require the Employee to be present during the adoption process;
  - i) writing university or similar examinations;
  - j) under special circumstances for reasons approved by the Employer.
- R.1.6.1** Only full credits will be applied against absences under **R.1.6** above.

## ARTICLE S – BENEFITS

### Benefit Eligibility

- S.1 For the purpose of this Article Eligible Employee is defined as follows:
- S.1.1–GI Employees on Seniority List C whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more from September 1st to August 31st of the previous year and who have an assignment in the current year shall be eligible for benefits as set out below:
- S.1.1.1–GI Where an Employee, on Seniority List C who has qualified for benefits under S.1.1–GI is absent due to illness, injury, or an approved leave of absence of one (1) year or less, in the subsequent year (or if on approved full-time Union leave, in subsequent years), the Employee on Seniority List C will be deemed to have worked their scheduled hours for the purposes of requalifying for benefits eligibility in the next year and shall continue to be eligible for benefits as set out below.
- S.1.1.2–GI An Employee on Seniority List C who has qualified under S.1.1–GI and who has his/her assignments reduced or eliminated resulting in their falling below the threshold for benefits in the subsequent year shall be eligible to maintain his/her benefits in the next year provided the Employee pays both the Employee's and Employer's share of the premium cost of all benefits in which he/she is enrolled and is available for supply assignments.

### Change of Status or Financial Institution

- S.2 It is the responsibility of each Employee to advise the Board in writing of any change in marital or family status and to request changes in benefits coverage within thirty-one (31) calendar days of such change in status.

### Semi-private Hospital Care Plan

- S.3 The Employer shall contribute fifty percent (50%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees who have enrolled in coverage under the plan.
- S.3.1 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.
- S.4–GI a) For Employees on Seniority List C, the Employer shall contribute fifty percent (50%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours

or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.

- b) For Employees on Seniority List C, the Employer shall contribute seventy-five percent (75%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more in the previous year and who have enrolled in coverage under the plan.

Effective September 1, 2009:

- a) For Employees on Seniority List C, the Employer shall contribute fifty percent (50%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
- b) For Employees on Seniority List C, the Employer shall contribute seventy-five percent (75%) of the premium cost of the Semi-private Hospital Care plan for all eligible, active Employees, whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more but less than nine hundred and fifty (950) hours in the previous year and who have enrolled in coverage under the plan.
- c) For Employees on Seniority List C, the Employer shall contribute one hundred percent (100%) of the premium cost of the Semi-Private Hospital Care plan for all eligible, active Employees whose combined hours of work in the bargaining unit are nine hundred and fifty (950) hours or more in the previous year and who have enrolled in coverage under the plan.

- S.4.1 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **Extended Health Care Plan**

- S.5 The Employer shall provide an Extended Health Care Plan for eligible Employees which will include payment for eligible expenses as currently provided by the Board's Extended Health Care Benefit.

- S.5.1 Subject to a calendar year deductible of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family, the plan will reimburse one hundred percent (100%) of eligible expenses.
- S.5.1.1 Subject to the above deductible, the Plan will also include:
- S.5.1.1.1 Health coverage while outside Canada; and
- S.5.1.1.2 Hearing aid benefits to a maximum of five hundred dollars (\$500) per person per three (3) year period; and
- S.5.1.1.3 Eyeglasses (or contact lenses) benefits to a maximum of three hundred dollars (\$300) per person per two (2) year period; and
- S.5.1.1.4 Eye examinations not covered by the provincial health insurance plan will be reimbursed to a maximum of one hundred dollars (\$100) every two (2) years; and
- S.5.1.1.5 Wigs purchased on a physician's recommendation, which must provide a diagnosis or description of the treatment resulting in the necessity for a wig, up to a lifetime maximum of two hundred and fifty dollars (\$250) per person.
- S.5.2 The Employer shall contribute fifty percent (50%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Employees who have enrolled in coverage under the plan.
- S.5.3–GI
- a) The Employer shall contribute fifty percent (50%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List C Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
  - b) The Employer shall contribute seventy-five percent (75%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List C Employees whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more in the previous year and who have enrolled in coverage under the plan.

Effective September 1, 2009:

- a) The Employer shall contribute fifty percent (50%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List C Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
- b) The Employer shall contribute seventy-five percent (75%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List C Employees whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more but less than nine hundred and fifty (950) hours in the previous year and who have enrolled in coverage under the plan.
- c) The Employer shall contribute one hundred percent (100%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family for all eligible active Seniority List C Employees whose combined hours of work in the bargaining unit are nine hundred and fifty (950) hours or more in the previous year and who have enrolled in coverage under the plan.

S.5.4 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **Dental Care Plan**

- S.6.1–GI a) The Employer shall contribute fifty percent (50%) of the premium cost of a Dental Care plan for all eligible, active Seniority List C Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
- b) The Employer shall contribute seventy-five percent (75%) of the premium cost of a Dental Care plan for all eligible, active



Seniority List C Employees whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more in the previous year and who have enrolled in coverage under the plan.

Effective September 1, 2009:

- a) The Employer shall contribute fifty percent (50%) of the premium cost of a Dental Care plan for all eligible, active Seniority List C Employees whose combined hours of work in the bargaining unit are four hundred and fifty (450) hours or more but less than six hundred and seventy-five (675) hours in the previous year and who have enrolled in coverage under the plan.
- b) The Employer shall contribute seventy-five percent (75%) of the premium cost of a Dental Care plan for all eligible, active Seniority List C Employees whose combined hours of work in the bargaining unit are six hundred and seventy-five (675) hours or more but less than nine hundred and fifty (950) hours in the previous year and who have enrolled in coverage under the plan.
- c) The Employer shall contribute ninety percent (90%) of the premium cost of the Dental Care plan for all eligible, active Employees on Seniority List C whose combined hours of work in the bargaining unit are nine hundred and fifty (950) hours or more in the previous year and who have enrolled in coverage under the plan.

S.6.2 Benefits will be based on the 2003 Ontario Dental Association Fee Guide for General Practitioners.

Effective as soon as administratively feasible, following ratification, benefits will be based on the 2004 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2009, benefits will be based on the 2005 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2010, benefits will be based on the 2006 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2011, benefits will be based on the 2007 Ontario Dental Association Fee Guide for General Practitioners.

S.7 The Dental Care plan shall include the following provisions:

S.7.1 A Basic plan reimbursed at one hundred percent (100%) of the designated Schedule of Fees with a maximum of five thousand

dollars (\$5,000) per person per calendar year, including a nine (9) month dental recall.

- S.7.2 An optional Major Restorative and Orthodontic plan reimbursed at the following levels of the designated Dental Fee Guide:
  - S.7.2.1 eighty percent (80%) of eligible major restorative services subject to a maximum, when combined with the basic plan, of ten thousand dollars (\$10,000) per person per calendar year;
  - S.7.2.2 fifty percent (50%) of eligible orthodontic services with a maximum of one thousand dollars (\$1,000) per person per calendar year, subject to a lifetime maximum of two thousand dollars (\$2,000).
- S.8 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

### **Long Term Disability Plan**

- S.9–G1 The Employer shall provide a Long Term Disability Plan for Employees on Seniority List C as set out below:
  - S.9.1 Eligible Employees who have enrolled in the Long Term Disability Benefit plan shall pay one hundred percent (100%) of the required premium amount. It is understood that eligibility will be determined in accordance with the terms of the Plan and that an Employee must be actively at work to be eligible. Eligible Employees who opt not to participate within thirty-one (31) days of first becoming eligible shall be required to provide medical evidence of insurability.
  - S.9.2 Eligible Employees will be subject to a six (6) month eligibility waiting period prior to enrolment in the Long Term Disability plan.
  - S.9.3 Upon approval of the application for benefits under the Long Term Disability plan, benefits will be seventy percent (70%) of the Employees basic salary as of six months from the onset of disability.
  - S.9.4 Benefits under the Long Term Disability plan shall include annual adjustments effective January 1, for Employees who have received twenty-four (24) payments in the period prior to January 1. The formula for adjustment shall be C.P.I. (Canada Wide 1986 = 100) from September to September minus one percent (1%) with a maximum adjustment to payments of four percent (4%).
  - S.9.5 In order to maintain benefits under the Long Term Disability plan, the Employee must co-operate with a reasonable and customary treatment plan related to the disability condition when such a treatment plan is recommended by the Plan Administrator and approved by the attending physician.

- S.9.6 Employees shall pay the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **Continuation of Benefits on Layoff**

- S.10-GI Benefit Coverage shall be continued for Employees eligible to receive Insured Employee benefits and not required to work between sessions and during the summer vacation period, but who will be continuing to work thereafter. The Employees shall continue to pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **Brochures**

- S.11 Employee benefits brochures shall be provided by the Employer to all Employees who are eligible for benefits upon request.

#### **Copy of the Employee Benefits Plan**

- S.12 Upon written request by the Union, the Employer will provide a copy of the Insured Employee Benefits Plans.

#### **EI Premium Rebate**

- S.13 In consideration of the provision of the Employee benefits package, the Union, on behalf of the employees, releases the Employer from any obligation it might have hereafter to pay to employees an employment insurance commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall be used by the Employer to defray part of the costs of this section.

#### **Group Life Insurance**

- S.14-GI For eligible Employees on Seniority List C, who have enrolled in coverage under the plan, the Employer shall contribute one hundred percent (100%) of the premium of the first thirty thousand dollars (\$30,000) of Group Life Insurance coverage amount. The Employee will pay one hundred percent (100%) of the coverage amount elected by the plan member over the first thirty thousand dollars (\$30,000) up to the plan maximum of one hundred and forty thousand dollars (\$140,000).
- S.15 Employees shall pay their share of the premium through authorization of direct withdrawal from the Employee's financial institution.

#### **ARTICLE T – PAID HOLIDAYS**

- T.1 Employees shall receive three point four percent (3.4%) of their regular earnings in lieu of paid holiday entitlement.

## **ARTICLE U – VACATION**

- U.1 Employees shall receive four percent **(4%)** of their regular earnings in lieu of vacation entitlement, or their entitlement under the Employment Standards Act, R.S.O., as amended, whichever is higher.

Effective September 1, 2009, vacation entitlement changes as described below shall be implemented effective September 1 of each year:

Employees with ten (10) or more years seniority completed in the current calendar year shall receive six percent (6%) of earnings in lieu of vacation entitlement.

## **ARTICLE V – TRAINING**

### **Standard First Aid and/or CPR Training**

- V.1 The Employer will make available to interested Employees, the opportunity to attend a properly accredited Standard First Aid and/or Cardio-Pulmonary Resuscitation (CPR) Course. No fees **shall be** charged to Employees for these courses.

## **ARTICLE W – REST AND MEAL BREAKS**

- W.1–GI An Employee working five (5) consecutive hours or more per day, shall be entitled to an uninterrupted unpaid eating period, free from all work duties, of at least thirty **(30)** minutes per day.

## **ARTICLE Y – WAGES**

- Y.1 Wages shall be paid in accordance with the Schedule of Wages shown in Appendix A.
- Y.2–GI Employee wages shall be paid bi-weekly by direct bank deposit to the Employee's personal account at a bank, trust company or credit union.

### **Error in Pay**

- Y.2.1 In the event of an error in regular pay being made by the Employer in the amount of greater than fifty dollars (**\$50**), correction will be made within three **(3)** working days after notification has been received from the Employee.

### **Deductions from Pay**

- Y.3 The Board may not make deductions from wages and salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement.

- Y.3.1 Notwithstanding Y.3 above, in the case of overpayment of wages, the Employer will contact the Employee to discuss a repayment plan.

### **Issuance of Record of Employment**

- Y.4 The Employer will issue a Record of Employment within five (5) working days of the last day of work in accordance with the appropriate legislation.

### **Retroactivity**

- Y.5 Retroactivity on wages only shall apply to the Employees on staff at the last date of ratification, to retired Employees, to Employees on approved leave of absence, to the estate of deceased Employees, in each case prorated according to the time worked since September 1, 2008.

### **Information on Pay-Stub**

- Y.6 An Employee shall receive a pay stub, which shall indicate:
- a) the name of the Employee and the Employer
  - b) the total hours worked each day during the pay period at straight time
  - c) the total hours worked at the overtime rate
  - d) the hourly rate
  - e) the year to-date calculations (T4 information)
  - f) the amount of pay in lieu of paid vacation if applicable
  - g) details of all deductions and contributions
  - h) the amount of traveling and other allowances
  - i) pay period
  - j) balance of sick credits/vacation credits if applicable
  - k) Employee number
  - l) Employer and Employee's contribution to the cost of benefits listed in Article S where applicable, if enrolled
  - m) the amount of pay in lieu of paid holidays if applicable
- Y.6.1–G1 The Employee's bank account number and S.I.N. shall be blanked out.

## **ARTICLE Z – PENSION PLAN**

- Z.1–G1 Employees eligible to enrol in OMERS shall be given the opportunity to enrol subject to the requirements in the Pension Benefits Act, RSO 1990.

Eligible Employees shall participate in the Ontario Teachers' Pension Plan subject to the requirements set out in the Teachers' Pension Act.

## **ARTICLE CC – GENERAL**

- CC.1 The Employer will provide, at its expense, copies of the new Agreement to all Employees covered by this Agreement within sixty (60) calendar days after the Agreement has been signed.
- CC.1.1 New Employees will be given a copy of the Agreement when they commence their employment.
- CC.1.2 The Employer will provide the Union with an electronic version and two hundred (200) additional copies of the Collective Agreement in booklet form.
- CC.2 All words in this Agreement in the singular shall, when the context so requires, include the plural and shall be gender neutral.

### **Successor Rights**

- CC.3 In the event that the Employer merges or amalgamates its operations with another Board of Education the Employer agrees to discuss the retention of seniority rights for the Employer's Employees with the new employer.

### **Temporary Facility Closure**

- CC.4–GI When a decision is made by the Employer to close its facilities in an emergency such as inclement weather, the Employer will endeavour to reschedule classes to make up the lost instructional time. When the Employer deems it necessary to send students home because of an emergency and/or unsafe situation, Employees will be paid for their normally scheduled hours and shall be released once student safety has been assured as per Board Policy.

### **Schedules and Appendices**

- CC.11 Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Collective Agreement.

### **Professional Fees and Licenses**

- CC.12 The Ontario College of Teachers fee shall be collected and remitted to the Ontario College of Teachers on behalf of Employees who so request and who are eligible to be members of the College.
- CC.12.1 When an Employee is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected by

the Employer, the Employee shall pay the fee to the Employer in the manner determined by the Employer.

#### **ARTICLE DD – DURATION AND TERMINATION**

- DD.1 The term of this Agreement shall commence on September 1, 2008, and shall expire on August 31, 2012.
- DD.2 This Agreement shall continue in effect from year to year unless either party notifies the other party, in writing, of its desire to amend or terminate the said Agreement. Notice of amendment or termination may only be given during a period of not more than ninety (90) calendar days prior to the termination date of the Agreement, or any succeeding anniversary date.
- DD.3 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

#### **ARTICLE EE – ACCOMMODATION**

- EE.1 The Employer and the Union both recognize their obligations under the Human Rights Code to attempt to accommodate, short of undue hardship, an Employee within the bargaining unit who is incapable due to disability to perform the essential duties or meet the essential requirements of his/her job. It is also recognized that the Employer has an obligation to provide satisfactory medical evidence to the Employer concerning his/her incapability or restrictions. A request by the Employer that an Employee be examined by the Employer's doctor shall not be made unreasonably. Accommodation may include assigning the Employee to an available vacant position in the bargaining unit, without posting, provided that the Employee has the qualifications, skills and ability to perform the regular duties of the position. It is understood that such transfer shall not alter the bargaining unit seniority date of any Employee. Further, should such transfer be to a position with a lower wage classification, the Employee will be paid at the applicable rate in the lower wage classification.

#### **Accommodation During Pregnancy**

- EE.2 Where working conditions may be hazardous to the unborn child or to the pregnant Employee, and where the Employee has submitted a medical note verifying the pregnancy and outlining her specific restrictions during pregnancy, the Employee shall be entitled to transfer to another position, if available, provided the Employee is capable of performing the essential duties of that position. Such transfer shall be granted without regard to seniority unless more than one (1) person is seeking a transfer to the same position pursuant to this Article, in which case seniority shall be the determining factor.

**APPENDIX A – SCHEDULE OF WAGES**

1. The economic increases provided to other CUPE 4400 bargaining units be applied to the wage grids for General Interest Instructors in Adult Programs. Specifically the wage increases as set out below:

September 1, 2008 – 3.0%  
 September 1, 2009 – 3.0%  
 September 1, 2010 – 3.0%  
 September 1, 2011 – 3.0%

2. The newly negotiated wage grids for General Interest Instructors in Adult Programs shall be as set out below:

**Appendix A – Schedule of Wages**

Position Title	Effective Sept 1, 2008	Effective Sept 1, 2009	Effective Sept 1, 2010	Effective Sept 1, 2011
General Interest Instructor– Community	\$27.91	\$28.75	\$29.61	\$30.50
General Interest Instructor– Accreditation	\$30.72	\$31.64	\$ 32.59	\$33.57

**APPENDIX C – SELF-FUNDED LEAVE PLAN**

Applies to eligible Employees as per Articles Q.39 & Q.39.1-GI.

**SELF-FUNDED LEAVE PLAN**

This Leave Plan is designed to provide continuing Employees with an opportunity for paid leave and is not established to provide benefits to persons on or after retirement. The features of the Leave Plan are as set out in 1 through 22 below.

1. This Leave Plan shall be open to all Employees on Seniority List A.
2. An Employee who wishes to participate in the Leave Plan shall make application by February 28 for participation in the Leave Plan commencing the following September 1
3. The Employer may accept or reject an Employee's application for the Leave Plan.



4. A maximum of fifty (50) Employees may receive approval for the Leave Plan for any year in accordance with established selection guidelines.
5.
  - a) A committee comprised of up to three (3) Employer and up to three (3) Employee representatives (the "Implementation Committee") shall be convened to design the implementation process for the Leave Plan and to prepare the guidelines to be used for the selection of applicants.
  - b) In preparing selection guidelines for applicants to the Leave Plan, the Implementation Committee shall take into consideration the following items:
    - a) Seniority
    - b) Job Function
    - c) Previously taken leaves of absence (excluding Pregnancy/Parental Leaves).
6. The Leave Plan shall be a four-over-five plan with the year of leave in the fifth year only.
7. The year of leave shall be for a twelve (12) month period commencing September 1.
8. Withdrawal at the option of the Employee will be permitted only by reason of extenuating circumstances and on approval by the Employer. "Extenuating circumstances," means those circumstances, including such things as illness and change in family circumstances, that would result in financial hardship to the Employee. Such withdrawal will be granted by the Employer unless the Employer has reasonable grounds to believe the request to withdraw is capricious or is not based on bona fide extenuating circumstances. Payment of deferred funds upon withdrawal must be made within ninety (90) days of withdrawal.
9. An Employee on leave shall continue to accumulate seniority and, if applicable, experience for salary purposes and service for vacation entitlement only.
10. In each of the four (4) years of the work period that the Employee works for the Employer, the Employer agrees:
  - a) to pay to the Employee eighty percent (80%) of the total earnings, to which but for this [...] Leave Plan the Employee would otherwise be entitled;
  - b) if applicable, to continue to pay the Employer's share of the cost of the Employee's insured employee benefits: and
  - c) if applicable, to continue the Employer's contribution to the Pension Plan based on one hundred percent (100%) of the total earnings. Earnings are based on the hourly rate of pay only.
11. In the one (1) year of the leave period, the Employer will pay:
  - a) to the Employee the following:
    - eighty percent (80%) of the average number of hours paid in the first

- four years of the Leave Plan x Hourly Rate of Pay in the fifth year of the Leave Plan
- b) if applicable, one hundred percent (100%) of the cost of the Board's share of the insured employee benefits to which the Employee would otherwise be entitled if the Employee were not on the leave of absence; and
  - c) if applicable, its contribution to the Pension Plan for contributions based on one hundred percent (100%) of 11(a) above.
12. In consideration of the payments and the share of insured employee benefits, where applicable, which will be paid by the Employer during the leave period, as set out in paragraph 11 above, the Employee agrees to the reduced earnings which will be paid by the Employer during the work period, as set out in paragraph 10 above.
13. Payments to the Employee during the leave period shall become due and be paid on the Employer's regular payroll dates. Payments must be completed by the end of the first taxation year after the deferral period.
14. The Employer shall make:
- a) the appropriate payroll deductions for income tax purposes and other purposes as are required by law and the Employee shall continue to maintain his/her share of insured employee benefits, if applicable, by direct withdrawal;
  - b) the appropriate payroll deductions for the Pension Plan based on one hundred percent (100%) as per 10(c) above;
  - c) if applicable, other deductions consistent with those made for other Employees who are not on leave if requested to do so by the Employee.
15. The Employer, for operational reasons, may request that an Employee defer the period of leave for one (1) year. An Employee, for personal reasons, may elect to defer the period of leave for one (1) year. The Employer's request or the Employee's election shall be made not later than five (5) months prior to the starting date of the period of leave or such other period if mutually agreed. If the leave period is postponed from the fifth year to a sixth year, payment of earnings shall revert to one hundred percent (100%) and entitlement to Employee benefits shall be determined as per Article S of the Collective Agreement. When the postponed leave is actually taken in the sixth year, the Employer shall pay in accordance with paragraph 13 above:
- a) the amount as per 10(a); and
  - b) if applicable, one hundred percent (100%) of the cost of the Employer's share of the insured employee benefits to which the Employee would otherwise be entitled if the Employee were not on the leave of absence.
16. If the Employee dies during the term of his/her participation in this Leave Plan before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Employee's estate. Payments of

deferred funds upon death shall be made within ninety (90) days of such event.

17. If the Employee dies during the term of his/her participation in this Leave Plan after having commenced the leave period, the Employer shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Employer to the Employee's estate. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee's estate shall not be liable to pay this difference to the Employer. Payments of deferred funds upon death shall be made within ninety (90) days of such event.
18. If, as a result of accident, injury or illness, the Employee becomes permanently disabled during the term of his/her participation in this Leave Plan and, in the opinion of the Employer's doctor(s), is no longer medically fit to carry out the Employee's duties, his/her participation in this Leave Plan will be terminated forthwith and the Employer shall determine the actual monies withheld during the work period and the actual monies paid during the leave period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the Employer shall pay this difference to the Employee. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee shall not be required to repay this difference to the Employer. Payments of deferred funds upon permanent disability shall be made within ninety (90) days of such event.
19. In the event an Employee is granted a leave without pay during the term of his/her participation in this Leave Plan, the period of the Leave Plan shall be extended by the length of the term of the leave without pay provided that the period covered by this Leave Plan shall not exceed six (6) years in any case.
20. No interest shall be payable by the Employer or by the Employee on any monies payable by either of them under the Leave Plan.
21. Should the Employee retire, resign or accept a position with the Employer but outside the Bargaining Unit, this agreement shall terminate forthwith and any monies payable to either party shall be determined as set out in 18 above. Payment of deferred funds upon retirement, resignation or reassignment outside the Bargaining Unit shall be made within ninety (90) days of such event.
22. a) Participation in the Leave Plan shall not be construed as a guarantee of employment for the term of the Leave Plan.  
b) The Employee shall return to his/her position if it exists, or if it no longer exists, to the position the returning Employee would otherwise be entitled under the provisions of the Collective Agreement including Article BB for one (1) full year following the year of leave.

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# **Schedule A**

Letters of Understanding

And

Letters of Intent

September 1, 2008 to August 31, 2012

## **SCHEDULE A – LETTERS OF UNDERSTANDING & LETTERS OF INTENT**

### **I-GI. ATTRIBUTED HOURS OF INSURABLE EMPLOYMENT**

With the consent of the Union and conditional upon any initial and continuing approvals required under the Employment Insurance Act and Regulations, the Toronto District School Board agrees to use the following formula for the sole and exclusive purpose of reporting insurable hours on an Employee's Record of Employment.

General Interest Instructors in Adult Programs are deemed to be paid one and a half (1.5) hours for each instructional hour.

### **2. ELECTRONIC POSTINGS IMPLEMENTATION COMMITTEE**

The parties agree to convene a committee consisting of three (3) representatives of the Employer and one (1) representative of each of Units B, C and D to jointly develop an Electronic Posting process which shall begin implementation no later than September 1, 2010. No later than forty-five (45) days after ratification, the committee will meet and establish its terms of reference. Discussions will focus on issues regarding training, adequacy of access, communication and implementation.

Implementation will begin in September, 2010 one CUPE unit at a time (For example, Unit B in Fall, Unit C in Winter, Unit D in Spring).

In the 2010-2011 school year during the phase-in period, postings will be available in both hard copy and electronic format for the entire school year. After this time it is agreed that postings will only be available in electronic format.

### **3. JOB DESCRIPTIONS**

The Employer agrees to provide to the Union job descriptions for all CUPE 4400 represented job classifications within four (4) months of the signing of the Collective Agreement. The job descriptions shall be made available/accessible to members of the Union. When a job description states "other duties as assigned" it shall be interpreted to mean other "related duties as assigned".

### **4. PAY STUBS**

The Employer shall continue to send Employees their pay stubs to their home addresses for the duration of this Collective Agreement.

**5. PERSONAL SERVICES**

The Employer will inform Supervisor, Managers/Principals that they should not require Employees to do personal services which are not connected with the duties of the Employee's position.

**6. PILOT PROJECT FOR PAY-DIRECT DRUG CARD SYSTEM-GUIDING PRINCIPLES**

The Board will develop a proposal for a Pay-Direct Drug Card based on the following guiding principles.

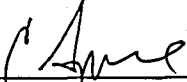
1. The period of the Pilot Project shall be limited to a one year period from September 1, 2010 to August 31, 2011.
2. The implementation of a Pay-Direct Drug Card system will not alter any of the existing provisions of the Extended Health Care Plan other than the system of re-imburement of eligible prescription drugs.
3. Eligible employees must be employed in the Bargaining Unit during the term of the Pilot Project, and must be enrolled in the Extended Health Care plan.
4. Should the Parties fail to agree on the terms of a costing framework for the Pilot Project, effective September 1, 2010, improvements to existing provisions in the following areas in the Extended Health Care and Dental Care Plans will be discussed and agreed upon by August 31, 2010:
  - a) Improvements to ODA rates
  - b) Improvements to Vision Care
  - c) Improvements to Physiotherapy benefits
5. All costs of this Pilot Project will be covered by CUPE 4400's share of the Board's funding enhancement for benefit costs, estimated at \$1,197,535.
6. The parties will meet to develop a costing framework to measure the costs arising as a consequence of implementing the pilot project. The parties must agree on the final costing framework by November 27, 2009 for the Pilot Project to be implemented.
7. If the costs incurred as a result of the Pilot Project is less than CUPE 4400's share of the benefit enhancement of the estimated \$1,197,535, the parties will meet to discuss utilization of the funds.
8. If CUPE's share of the benefit enhancement under the PDT (currently estimated to be \$1,197,535) does not cover the total costs of the Pilot Project, CUPE 4400 will pay to the Board the amount by which the

total costs of the Pilot Project exceeds CUPE **4400's** share of the benefit enhancement within 60 days of the invoice date.

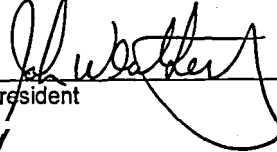
9. Notwithstanding the agreement by the parties that the Pilot Project will terminate on August 31, 2011, the parties may agree in writing to extend the Pilot Project.

IN WITNESS WHEREOF each of the parties hereto has caused these Letters of Understanding and Letters of Intent to be signed by its duly authorized representatives as of this 2 day of ~~February~~, 2010.

**Toronto District School Board**

  
\_\_\_\_\_  
Director of Education

**LOCAL 4400  
CANADIAN UNION OF PUBLIC EMPLOYEES**

  
\_\_\_\_\_  
President



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Letters of Understanding

And

Letters of Intent

(Not Forming Part of the Supplement)

The following Letters do not form  
part of the Supplement  
and are attached only for information purposes.  
As such, these Letters are not subject to the  
grievance procedure.

September 1, 2008 to August 31, 2012

**LETTERS OF UNDERSTANDING AND LETTERS OF INTENT**  
**WHICH DO NOT FORM PART OF THE SUPPLEMENT, 2008 – 2012**

**I-GI PARTNERSHIPS**

The parties agreed during the term of the Collective Agreement to address the issue of the TDSB entering into partnerships with other entities will be discussed at Labour Management.

**2. PAY EQUITY/CLASSIFICATION**

In accordance with H.7, the parties shall comply with the requirements of the Pay Equity Act, Part I, Section 7(1) to maintain pay equity, by developing a new pay equity plan for the Toronto District School Board and CUPE 4400.

The Joint Pay Equity/Classification Committee will comply with the Pay Equity Legislation (Section 14) by:

- i. Compiling and reviewing all existing Pay Equity Plans covering Employees in the bargaining unit.
- ii. Compiling and reviewing job descriptions for Toronto District School Board job classifications in the bargaining unit and determining gender dominance.
- iii. Reviewing and agreeing on a gender-neutral job comparison system.
- iv. Evaluating job classifications identified in (ii) above to determine pay levels.
- v. Negotiating a Pay Equity Plan for members of the bargaining unit.
- vi. Developing a process for the ongoing maintenance of Pay Equity, including the development of a Position Content Information Questionnaire (PCIQ) to be used in the review of new and significantly changed job classifications.

In complying with the legislation, the Committee will:

- i. Consider only the duties and responsibilities of each job classification (without reference to individual Employee performance);
- ii. Have access to position related information gathered by the Joint Committee;
- iii. Recommend effective dates for any new wage rates.

**3. PROVISION OF INFORMATION IN RESPECT OF EMPLOYEE BENEFITS**

The Employer shall provide to the Union, experience information as set out below. Such information shall be provided annually and shall be forwarded to the Union within one (1) month of the end of the policy year, unless noted otherwise.

1. Health and Dental premiums and claims experience data for the bargaining unit.
2.
  - i) Extended Health Care Claims Summary by expense type.
  - ii) Dental Care claims summary by service type.
  - iii) Health and Dental Care Summaries by type of claimant.
- 2.1 Reports, as listed below, which may be requested by the Benefits Review Committee for the purpose of meeting its mandate:
  - a. Health and Dental premiums and claims experience data for the Bargaining Unit including number of claimants and number of claims.
  - b.
    - (i) Extended Health Care Claims summary including number of claimants and number of claims by expense type,
    - (ii) Dental Care Claims summary including number of claimants and number of claims by service type, and
    - (iii) Health and Dental Care summary including number of claimants and number of claims.
3. Health and Dental Care summaries providing enrolment numbers by coverage level.
4. Drug Utilization Reports by frequency and net amount paid (top 160).
5. Summary reports in respect of Long Term Disability Insurance and Group Life Insurance which shall not identify the individual claimants.
6. Coverage reports annually in November, listing by a unique number that will not identify the individual Employee, Employees enrolled in each plan and their respective level of coverage.

**4. RE-NUMBERING AND FORMATTING OF COLLECTIVE AGREEMENT**

The Union proposes the issue of renumbering and formatting of the Collective Agreement be done by a joint committee within one (1) month of the ratification of this Agreement. Renumbering and formatting shall not modify, add to, amend or alter the language or intent agreed to through the bargaining process.

Appendices,  
Letters of Understanding

And

Letters of Intent  
(Not Forming Part of the  
Collective Agreement)

The following Appendices and Letters do not form part of the Collective Agreement and are attached only for historical information purposes. As such, these Appendices and Letters are not subject to the grievance procedure.

September 1, 2003 to August 31, 2008

**I. BENEFITS REVIEW COMMITTEE (BRC)**

Subject to agreement with all bargaining agents and associations at the Toronto District School Board (TDSB) to participate on a Joint Benefits Review Committee and in recognition of the increasing cost of benefits and the desire to explore plan improvements, the Employer shall establish a Joint Benefits Review Committee.

The Committee shall be composed of representation from the Employer and the bargaining units and the associations. Each bargaining unit/association shall be permitted one (1) representative on the Committee.

The Committee shall be jointly chaired by a representative of the Employer, a representative selected by the union and a representative selected by the associations.

The Committee shall provide a vehicle for discussion of the Insured Health and Dental Care Plans and development of recommendations to ensure the financial viability of the Benefit Plans concerning cost containment, annual inflationary costs, plan improvements and efficiencies.

The Committee shall convene a minimum of four (4) times during each of the following school years:

September 1, 2005 to June 30, 2006

September 1, 2006 to June 30, 2007

September 1, 2007 to June 30, 2008

The Committee's unanimous recommendations shall be forwarded to the Employer and the Union. Thereafter, the Employer and Union may agree to amend the Collective Agreement by way of a Letter of Understanding to enable the parties to implement the unanimous recommendations. Any such agreement is also subject to whatever approval processes are needed by the parties. Recommendations that have been considered by the Committee but have not been unanimously approved by the Committee may be forwarded to the Employer and the respective negotiating team for consideration in the next round of bargaining.

This Letter of Understanding expires on August 31, 2008.

**2-GI. PARTNERSHIP/PROTECTION FROM SURPLUS STATUS**

It is agreed that no General Interest Instructor in Adult Programs who is employed during the 2007-2008 program year will be declared surplus prior to April 30, 2008, as a direct result of the Board offering a course in partnership with and delivered by an external partner.

This letter will expire April 30, 2008

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